US EPA ARCHIVE DOCUMENT

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9183

SURVEYOR'S REPORT

(To Be Filled Out and Signed With All Surveys)

TO: Rhode Island Housing and Mortgage Finance Corporation

THIS IS TO CERTIFY, That ~~on~~ During October, 19 81, I made an accurate Survey of the premises standing in the name of Joseph E. Buonanno and Edward W. Ricci situated at North Providence (City) Providence (County) Rhode Island (State) known as street numbers Smith Street and shown on the accompanying Survey entitled: Survey by Caputo and Wick, Ltd. Oct. 1981

I made a careful inspection of said premises and of the buildings located thereon at the time of making such survey, and again on March 9, 19 82, and on such latter inspection I found said premises to be in possession of Joseph E. Buonanno and Edward W. Ricci (Tenant) or (Owner)

I further certify as to the existence or non-existence of the following at the time of my last inspection:

1. Rights of way, old highways or abandoned roads, lanes or driveways, drains, sewer or water pipes over and across said premises: Right of way across abutters property for benefit of surveyed parcel.

2. Springs, streams, rivers, ponds or lakes located, bordering on or running through said premises: Surveyed premises includes portion of Woonasquatucket River.

3. Cemeteries or family burying grounds located on said premises: None

4. Telephone, telegraph or electric power poles, wires or lines located on, over-hanging or crossing said premises: None

5. Disputed boundaries or encroachments. (If the buildings, projections or cornices thereof or signs affixed thereto, fences or other indications of occupancy encroach upon adjoining properties or the like encroach upon surveyed premises, specify all such): None

6. Are there any indications of building construction, alterations or repairs within recent months? No

7. Building or possession lines. (In case of City or Town property specify definitely as to whether or not walls are independent walls or party walls and as to all easements of support or "Beam Rights." In case of country property report specifically how boundary lines are evidenced, that is, whether by fences or otherwise): None

8. Any change in street lines either completed or officially proposed: No

(A) Are there indications of recent street or sidewalk construction or repairs? No

Anthony A. Caputo

ANTHONY A. CAPUTO
No. 1567
REGISTERED
LAND SURVEYOR

Civil Engineer or Surveyor

NOTE 1: Answer each item. If the property is not subject to any such of Items 1 to 5, inclusive, insert the word "None" following the Item. If necessary describe on separate sheet.

NOTE 2: In all cases where there are encroachments, support easements, party walls, etc., they should also be denoted upon the map of your Survey.

000001

94025-P

TITLE REPORT

CENTERDALE MANOR ASSOCIATES

1. See Attached Title Policy (Commonwealth Land Title Insurance Company 413-121083) dated March 26, 1982.

2. Easement from Centerdale Manor Associates to Rhode Island CATV Corp. dated January 24, 1984, recorded in City of North Providence at Book 132, Page 390.

Title Report through September 15, 1995.

000003

COMMONWEALTH LAND
TITLE INSURANCE COMPANY
(a stock company) PHILADELPHIA, PENNSYLVANIA

POLICY OF TITLE INSURANCE

POLICY NUMBER

SCHEDULE A

413-021083

Amount of Insurance: $ 5,010,000.00

File No. 10147
H017-436

Premium: Rhode Island rate

Date of Policy: 25th day of March ,19 82, at 9:18 A.M.

1. Name of Insured: in North Providence, and the 25th day of March, 1982 at 9:50 a.m. in Johnston, R. I.

RHODE ISLAND HOUSING AND MORTGAGE FINANCE CORPORATION, a public corporation and agency and instrumentality of the State of Rhode Island.

2. The estate or interest in the land described in this Schedule and which is encumbered by the insured mortgage is and is at Date of Policy vested in:

Fee Simple and easements
CENTERDALE MANOR ASSOCIATES, a Rhode Island Limited Partnership, grantee in deed from Joseph E. Buonanno and Edward W. Ricci, dated March 18, 1982 and recorded March 25, 1982 at 9:16 a.m. in the Land Evidence Records in North Providence, and recorded March 25, 1982 at 9:49 a.m. in the Land Evidence Records in Johnston, R. I. **

3. The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any, are described as follows:

Mortgage - $5,010,000.00 - Centerdale Manor Associates to Insured dated March 16, 1982 and recorded March 25, 1982 at 9:18 a.m. in North Providence and recorded March 25, 1982 at 9:50 a.m. in Johnston, R. I.

4. The land referred to in this policy is described as set forth in the insured mortgage, is situated in the County of Providence, State of Rhode Island, and is identified as follows:

Situated southerly of Smith Street, partly in the Town of North Providence and partly in the Town of Johnston.

** Easement in Centerdale Manor Associates per agreement Brook Village Associates and Centerdale Manor Associates dated March 12, 1982, recorded March 25, 1982 at 9:17 a.m. in the Land Evidence Records in North Providence, R. I.

000003

Countersigned: _____
Authorized Officer or Agent

Policy No. 413-021083

SCHEDULE B
PART I

Commitment or File No. 10147
H017-436

This policy does not insure against loss or damage by reason of the following:

1. Rights or claims of parties other than Insured in actual possession of any or all of the property.
2. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.
3. Unfiled mechanics' or materialmen's liens.

Exceptions numbered 1 2 and 3 are hereby deleted.

4. Obligations incident to certain reservoir rights concerning the Woonasquatucket Reservoir Co. as excepted in Book 4 at page 472.

5. Existing water and flowage rights and all existing agreements relating to height and maintenance of dams as excepted in Book 40 at page 452.

6. Rights of others in and to that portion of the premises known as Woonasquatucket River.

7. Pending disbursement of the full proceeds of the loan secured by the mortgage insured herein, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to the title, up to the face amount of the policy. Provided that the title shall be continued down to date of each disbursement and any intervening liens, encumbrances or other matters affecting title shall be disposed of to the satisfaction of the Company.

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NOTE: Unless Schedule B Part II is attached there are no subordinate matters that affect the title to the estate or interest referred to in Schedule A.

Order No. 10147
H017-436

Policy No. 413-021083

SCHEDULE B
PART II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that such matters are subordinate to the lien or charge of the insured mortgage upon said estate or interest:

Note: U.C.C.-1 Financing Statement from Canterdale Manor Associates to Rhode Island Housing and Mortgage Finance Corporation covering fixtures and personal property recorded in the Office of the Town Clerk of the Town of North Providence on March 25, 1982 at 9:20 a.m.

Regulatory Agreement between Canterdale Manor Associates and Rhode Island Housing and Mortgage Finance Corporation dated March 16, 1982 and recorded in the Office of the Town Clerk of the Town of North Providence on March 25, 1982 at 9:10 a.m. and in the Office of the Town Clerk of the Town of Johnston on March 25, 1982 at 9:51 a.m.

CONDITIONS AND STIPULATIONS
(Continued)

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by an insured, the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorney's fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided.

6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

(i) the actual loss of the insured claimant; or

(ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2(a) hereof; or

(iii) the amount of the indebtedness secured by the insured mortgage as determined under paragraph 8 hereof, at the time the loss or damage insured against hereunder occurs, together with interest thereon.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. REDUCTION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto; provided, however, such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 2(a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder except to the extent that such payments reduce the amount of the indebtedness secured by the insured mortgage.

Payment in full by any person or voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in paragraph 2(a) hereof.

(b) The liability of the Company shall not be increased by additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. LIABILITY NONCUMULATIVE

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amounts the Company may pay under any policy insuring a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by the insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to the insured mortgage. If loss of priority should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

11. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

12. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to Commonwealth Land Title Insurance Company, 1510 Walnut Street, Philadelphia, Pennsylvania 19102.

000006

—Valid Only If Schedules A and B Are Attached

00532

for consideration paid, grant to CENTERDALE MANOR ASSOCIATES, a Rhode Island Limited Partnership, with its office at 75 Newman Avenue, East Providence, Rhode Island,

with WARRANTY COVENANTS

(Description, and Incumbrances, if any)

That certain parcel of land situated on the southerly side of Smith Street, partly in the Town of North Providence, and partly in the Town of Johnston, County of Providence, State of Rhode Island, and more particularly described in Exhibit A attached hereto and made a part hereof.

TOGETHER with an easement for the installation of a water service line, electrical lines, fire alarm lines, telephone lines, cable television lines, and any other utility of similar type, in an area twenty (20) feet in width within the most westerly twenty (20) feet in width by the entire depth of the parcel owned by the grantors lying between the northerly boundary of the parcel described in Exhibit A herein and Smith Street.

TOGETHER with a right of way for ingress and egress from Smith Street to the premises described in Exhibit A herein, as reserved in those two deeds from these grantors to Brook Village Associates dated October 19, 1976 and recorded in Book 95 at page 817, and from Centerdale Properties Corporation to Brook Village Associates dated October 20, 1976 and recorded in Book 98 at page 818.

SUBJECT to property taxes assessed December 31, 1981.

RHODE ISLAND REAL ESTATE CONVEYANCE TAX $1.10

RHODE ISLAND REAL ESTATE CONVEYANCE TAX $2.20

This deed is executed in duplicate for the purpose of recording in the Town of North Providence and in the Town of Johnston.

RHODE ISLAND REAL ESTATE CONVEYANCE TAX $110.00

RHODE ISLAND REAL ESTATE CONVEYANCE TAX $110.00

RHODE ISLAND REAL ESTATE CONVEYANCE TAX $110.00

RHODE ISLAND REAL ESTATE CONVEYANCE TAX $110.00

RHODE ISLAND REAL ESTATE CONVEYANCE TAX $22.00

RHODE ISLAND REAL ESTATE CONVEYANCE TAX $22.00

Witness our hands this 18th day of March 1982

Joseph E. Buonanno
(PRINT OR TYPE: NAME OF GRANTOR)

Edward W. Ricci
(PRINT OR TYPE: NAME OF GRANTOR)

State of FLORIDA
COUNTY OF

In Delray Beach on the 18th day of March, 1982 before me personally appeared JOSEPH E. BUONANNO and EDWARD W. RICCI

to me known and known by me to be the parties executing the foregoing instrument, and they acknowledged said instrument, by them executed, to be their free act and deed.

Notary Public
Notary Public, State of Florida at Large
My Commission Expires ...

(PRINT OR TYPE: NAME AND ADDRESS OF GRANTEE)

000087

EXHIBIT A

That certain tract or parcel of land with all buildings and improvements thereon situated southerly from Smith Street partly in the Town of North Providence, and partly in the Town of Johnston, County of Providence, State of Rhode Island being bounded and described as follows:

Beginning at a point in the division line between land belonging to these grantors and land belonging to Brook Village Associates. Said point being two hundred and 00/100 (200.00) feet southerly from Smith Street as measured along said division line;

thence running easterly a distance of sixty-five and 21/100 (65.21) feet to a corner and land belonging to Herbert H. and Milton B. Sweet Estate;

thence turning an interior angle of 93°52'15" and running southerly a distance of two hundred twenty-six and 51/100 (226.51) feet to an angle;

thence turning an interior angle of 194°24'15" and running southeasterly a distance of two hundred eighty-one and 90/100 (281.90) feet to a corner and land belonging to Joseph F. Levesque et. als. The last two above described courses being bounded by said Sweet land;

thence turning an interior angle of 186°26'30" and running southeasterly bounded northeasterly in part by said Levesque land and in part by land belonging to Joseph F. and Elsie T. Levesque a distance of eighty-four and 64/100 (84.64) feet to an angle and land belonging to Virginia R. Pittman;

thence turning an interior angle of 164°59'50" and running southerly bounded easterly by said Pittman land a distance of eighty and 40/100 (80.40) feet to the westerly termination of Steere Avenue;

thence turning an interior angle of 203°42'40" and running southeasterly bounded northeasterly by the said westerly termination of Steere Avenue a distance of forty-two and 06/100 (42.06) feet to a corner and land belonging to Thomas and Annie Eastham;

thence turning an interior angle of 156°54'00" and running southerly bounded easterly by said Eastham land a distance of eighty-nine and 96/100 (89.96) feet to an angle and land belonging to Louis H. and Antoinette Grenier;

thence turning an interior angle of 190°06'00" and running southeasterly bounded northeasterly by said Grenier land a distance of eighty and 31/100 (80.31) feet to an angle and the westerly termination of Grover Street;

thence turning an interior angle of 189°02'00" and running southeasterly bounded northeasterly by the said westerly termination of Grover Street a distance of forty-one and 23/100 (41.23) feet to a corner;

thence turning an interior angle of 75°53'00" and running southwesterly a distance of about sixty-two and 00/100 (62.00) feet to an angle;

thence turning an interior angle of 229°27'00" and running southwesterly a distance of two hundred seventy-eight and 55/100 (278.55) feet to an angle;

thence turning an interior angle of 130°13'00" and running westerly a distance of one hundred three and 21/100 (103.21) feet to an angle;

thence turning an interior angle of 167°30'00" and running westerly a distance of one hundred two and 46/100 (102.46) feet to the westerly side of the Woonasquatucket River for a corner;

thence running generally northerly along the westerly side of said Woonasquatucket River a distance of about one thousand five hundred thirty-five and 00/100 (1535.00) feet to said Smith Street;

thence running southeasterly bounded northeasterly by said Smith Street a distance of about twenty-five and 00/100 (25.00) feet to the center of said Woonasquatucket River and said Brook Village Associates land;

thence running generally southerly along the center of said Woonasquatucket River a distance of about one thousand thirty-five and 00/100 (1035.00) feet to a corner;

thence running easterly bounded northerly by said Brook Village Associates land a distance of one hundred fifty and 00/100 (150.00) feet to a corner;

thence turning an interior angle of 270°00'00" and running northerly bounded westerly by said Brook Village Associates land a distance of seven hundred twelve and 00/100 (712.00) feet to the point of beginning where it forms an interior angle of 90°00'00" with the first above described course.

Said parcel contains 5.42 acres of land more or less.

SUBJECT to obligations incident to certain reservoir rights concerning the Woonasquatucket Reservoir Co. as excepted in Book 4 at page 472, existing water and flowage rights and all existing agreements relating to height and maintenance of dams as excepted in Book 40 at page 452, and to rights of others in and to that portion of the premises known as Woonasquatucket River.

RECEIVED FOR RECORD
North Providence, R. I. March 25, 1982
9:16 o'clock A. M and
recorded in Book _____ Page _____
Witness: _____

OWNER - ARCHITECT AGREEMENT

For Services
Prior to and in the Construction Period

THIS AGREEMENT, made this 16th day of March , 19 82 , by and between CENTERDALE MANOR ASSOCIATES, a Rhode Island limited partnership (hereinafter called the "Owner"), and THE ROBINSON GREEN BERETTA CORPORATION (hereinafter called the "Architect").

WITNESSETH, that whereas the OWNER intends to erect a 123 unit elderly apartment complex in North Providence, Rhode Island. (Hereinafter called the "Project").

NOW, THEREFORE, the OWNER and ARCHITECT, for the considerations hereinafter named, agree as follows:

1. The OWNER agrees to pay the ARCHITECT a total fee of $ 160,000.00 to be paid in the following installments: 75 % (percent) at the completion and acceptance of the working drawings and specifications, the balance monthly as the work progresses the monthly payments to be at a rate equal to the percentage of completion of construction of the PROJECT. All payments shall be subject to the prior approval of the Rhode Island Housing and Mortgage Finance Corporation (hereinafter called the "Corporation").

2. The ARCHITECT agrees to provide all architectural, engineering and consulting services except such field engineering services as may be employed and paid for by the contractor. The services shall include all services already performed. The provisions of this AGREEMENT supersede and void all inconsistent provisions of any prior contract between the parties hereto for the services to be performed hereunder.

3. The ARCHITECT's services shall include the necessary conferences, the preparation of preliminary studies, working drawings, specifications, large scale and full size detail drawings, as may be required, the issuance of certificates for payment, the keeping of accounts, supervision of the work (as described in Paragraph 6 below), as well as examinations during the guarantee period, and the preparation of drawings and specifications and written opinions in connection with construction changes as well as any certifications which may be required of the ARCHITECT under the Section 8 Housing Assistance Payments Program of the U.S. Department of Housing and Urban Development. The ARCHITECT shall pay all expenses in connection with site planning and site, structural, mechanical and special engineering pertinent to the preparation of the drawings and specifications, interpretation thereof, and determination of compliance therewith, as may be required for completion of the PROJECT.

4. The ARCHITECT agrees to provide for the cost of transportation and living incurred by him and his assistants or associates while traveling in the discharge of duties connected with the work.

5. The OWNER has furnished the ARCHITECT with a current certified topographic survey of the PROJECT site and adjacent land and facilities and the ARCHITECT has based the drawings thereon. The OWNER will authorize and pay for test borings or pits, and consultation with a soils engineer and for chemical, mechanical, or laboratory tests when required, but not for tests specifically required under the Construction Contract relating to the PROJECT between OWNER and MARSHALL CONTRACTORS, INC. as general contractor (hereinafter called the "Construction Contract").

6. The ARCHITECT will advise the OWNER and the CORPORATION of any omissions, substitutions, defects and deficiencies noted in the work of contractors, but does not guarantee the performance of their contracts. As used in Paragraph 3 above, the term "supervision" shall mean administration of the CONSTRUCTION CONTRACT, including visits to the PROJECT and examination of the work in progress by the ARCHITECT or his agent as often as the nature and progress of the work and interests of the OWNER and the CORPORATION require, provided, however, the term "supervision" shall not include continuous personal supervision by a resident inspector. During the guarantee period, which shall be one year from and after completion of final cost certification audit, the ARCHITECT shall examine the PROJECT for evidence of faulty materials and workmanship. The landscape work, heating and cooling systems shall be examined in appropriate seasons and the PROJECT in general shall be examined at or about the ninth month after completion. In addition, the ARCHITECT shall make such other examinations and perform services as may be necessary and incidental to the requirements of the drawings and specifications. When authorized by the OWNER, a resident inspector satisfactory to both the OWNER and the ARCHITECT shall be hired by the ARCHITECT at a salary satisfactory to the OWNER who shall reimburse the ARCHITECT for the cost thereof in addition to the agreed fee.

7. Drawings and specifications prepared by the ARCHITECT as instruments of service are the property of the ARCHITECT whether the work for which they are made be executed or not, and their use for any other PROJECT is not authorized.

8. ARCHITECT's certificates evidencing recent inspection and acceptability of the work and certifying as to the validity of requested payments shall be executed simultaneously with requests for advances for payment covering construction cost, or monthly reports of progress and compliance when advances during construction are not requested. The foregoing shall be in the form prescribed by the CORPORATION and shall be based upon personal inspection of the work by the ARCHITECT or his agent. The name of the inspector shall be indicated if the inspection is not made by the ARCHITECT.

9. Notwithstanding any other provisions hereof, if the work for which the drawings and specifications are executed has not been completed and there is a default or foreclosure under the mortgage financed by the CORPORATION, the CORPORATION may use the drawings and specifications to complete construction of the work without additional cost. Similarly, the drawings and specifications may be used without additional cost by any surety under any performance bond or under the Surety Agreement attached to the Construction Loan Agreement relating to the PROJECT, to complete construction of the work.

10. The ARCHITECT and the OWNER recognize the interest of the CORPORATION and any action, inaction, or determination by either the ARCHITECT or the OWNER is subject to acceptance or rejection by the CORPORATION. The ARCHITECT is required to act and serve in a professional capacity without bias or partiality. No portion of the ARCHITECT's work or responsibility may be sublet or delegated to any one not acceptable to the CORPORATION.

11. Either the ARCHITECT or the OWNER may, upon five (5) days prior written notice to the CORPORATION, terminate this AGREEMENT for reason of noncompliance with any of the aforesaid provisions by the other party. In addition, both principals shall recognize as a valid reason for termination, any request by the CORPORATION for termination because of inadequate performance, undue delay or misrepresentation which may make the further services of the ARCHITECT unacceptable to the CORPORATION. In the event of termination, the ARCHITECT shall be entitled only to the prescribed portion of the fee determined by the percentage to which construction is completed. The remaining balance of the ARCHITECT' fee shall be used either to obtain acceptable service or to secure reduction of the mortgage indebtedness, as may be determined by the CORPORATION.

12. The OWNER agrees to pay, in addition to the contract price, the cost of any supplementary drawings required by reason of construction changes as agreed to by both parties. It is understood that the ARCHITECT, under the terms of this AGREEMENT, will review and act in an advisory capacity in connection with each construction change submitted by the OWNER, and will give his written opinion as to the acceptability and effect of each change without additional cost to the OWNER.

13. The OWNER also agrees to pay, in addition to the contract price, the cost of additional services provided by the ARCHITECT at the request of the OWNER, as agreed to by both parties.

14. The ARCHITECT will furnish copies of all field orders, change orders and laboratory reports to the OWNER and the CORPORATION.

15. Upon completion of construction, the ARCHITECT will certify to the OWNER and the CORPORATION that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the contract documents. He will furthermore certify that:

1. He was responsible for the inspection of construction of the PROJECT in accordance with Working Drawings and Specifications which were the subject of a certification to the CORPORATION by the Design Architect.

2. The inspections were performed by him or under his supervision with the frequency and thoroughness required by the generally accepted standards of professional care and judgment;

3. The PROJECT has been completed in conformance with the certified Working Drawings and Specifications for the PROJECT or approved changes thereto;

4. The PROJECT is in good and tenantable condition;

5. There are no defects or deficiencies in the PROJECT except for ordinary punchlist items or incomplete work awaiting seasonal opportunity;

6. The PROJECT has been constructed in accordance with applicable state and local laws, zoning, building, housing, and other codes, ordinances or regulations, as modified by any waiver or exception obtained from appropriate officials.

16. This AGREEMENT shall bind, and the benefits inure to, the parties hereto, their legal representatives, executors, administrators, successors and assigns.

17. Upon completion of the PROJECT the ARCHITECT will provide the CORPORATION with a complete set of "as built" working drawings and specifications.

18. All questions in dispute under this AGREEMENT shall be submitted to arbitration at the choice of either party. Arbitration shall be conducted in the City of Providence before a single arbitrator, in accordance with the rules and procedures then in effect of the American Arbitration Association or successor organization. The decision of the arbitrator shall be binding upon the parties and judgment on any award made by the arbitrator may be entered in any court having jurisdiction thereof. The costs of arbitration shall be borne equally by all parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this AGREEMENT the day and year first above written.

The Robinson Green Beretta Corporation

Architect

Attest: _____ By: _____

Centerdale Manor Associates

Owner

Attest: _____ By: _____

a General Partner

DE ISLAND HOUSING AND MORTGAGE FINANCE RPORATION
Section 8 Housing Assistance Payments rogram

DESIGN ARCHITECT'S CERTIFICATION PURSUANT TO 24 CFR SECTION 883.406 (c)

Project Name CENTREDALE MANOR Project No. RI 43-H023-121

Project Location North Providence, RI Owner Centredale Manor Associates

I, Raymond A. DeCesare, Registered Architect, to the best of my knowledge, belief and professional judgment, do hereby certify with respect to the above entitled project, that:

(1) The attached Working Drawings and Specifications are for the project identified above, which is described as follows:

One hundred twenty-three units of elderly housing in an eight story masonry bearing wall building, 10% handicapped with community facilities. 122 units, subsidized, plus 1 non-subsidized manager's unit. 1/

(2) The Working Drawings and Specifications identified as Centredale Manor 2/ include my approval signature as the architect responsible for their preparation;

(3) The Working Drawings and Specifications are consistent with the HUD-approved Final Proposal (including any modifications required by HUD in its review of the Final Proposal);

(4) The proposed construction or rehabilitation in accordance with these Working Drawings and Specifications (a) is permissible under the applicable zoning, building, housing, and other codes, ordinances or regulations, as modified by any waivers obtained from appropriate officials, and (b) complies with HUD Minimum Property Standards in the case of new construction or HUD Minimum Design Standards for Rehabilitation for Residential Properties in the case of rehabilitation and other applicable standards , guidelines, and criteria applicable pursuant to 24 CFR Section 883.310.

Waivers of codes, etc., were obtained as listed in attachment:

Exhibit "A" 3/

I agree that this document is for the benefit of the Rhode Island Housing and Mortgage Finance Corporation (the "Agency") and may be relied upon by the Agency for purposes of participation in the HUD Section 8 Housing Assistance Payments Program. I hereby agree to indemnify and hold the Agency harmless for any liability incurred or loss sustained by the Agency as a result of incorrect information supplied herein by me or failure by me to meet all of my obligations set forth herein.

I take responsibility for the correction of any problems of construction arising from error or omission of the Working Drawings and Specifications.

Signed

Architect's Firm Name: The Robinson Green Beretta Corp.

Address: 2 John Street
Providence, RI 02906

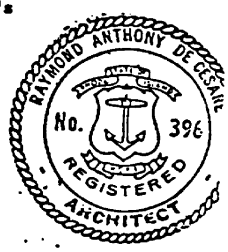
Telephone: 272-1730

Responsible Architect: Raymond A. DeCesare

License Number: RI 396

RECEIVED
-- 10 1982
RIHMFC

Architect's Seal



Warning: Title 18 U.S.C. 1001, provides in part that whoever knowingly and willfully makes or uses a document containing any false, fictitious, or fraudulent statement or entry, in any matter in the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000 or imprisoned for not more than five years or both.

Attach proof of professional liability insurance covering error and omissions in the arhitect's professioanl services on this project in an amount reasonable for the amount of construction.

1/ List number and type of units, location of property, describe property, etc.

2/ Identify Drawings and Specifications including information normally found in the Title Block of drawings.

3/ Identify attachment.

RHODE ISLAND HOUSING AND MORTGAGE FINANCE CORPORATION

40 Westminster Street/Suite 1700
Providence, Rhode Island 02903

CONSTRUCTION CONTRACT

THIS AGREEMENT, made the 16th day of March 19 82, by and between MARSHALL CONTRACTORS, INC. herinafter called the "Contractor"), and CENTERDALE MANOR ASSOCIATES, a Rhode Island limited partnership (hereinafter called the "Owner").

WITNESSETH, that the Contractor and the Owner, for the consideration herinafter set out, agree as follows:

ARTICLE 1 — Scope of Contract

A. The Contract between the parties is set forth in the "Contract Documents," which consist of this Agreement, the Drawings and Specifications, to which are attached the current edition of AIA Document A201, "General Conditions of the Contract for Construction," and FHA Form No. 2554, "Supplementary Conditions of the Contract for Construction." The provisions of this instrument and the said FHA Supplementary Conditions take precedence over all inconsistent provisions in the said AIA General Conditions. Any provision in said AIA General Conditions whereby the undersigned waive all rights against each other for damages caused by fire and other perils covered by insurance shall be inapplicable. This contract constitutes the entire agreement between the parties, and any previously existing contract concerning the work contemplated by the Contract Documents is hereby revoked.

B. The Contractor shall furnish all of the materials and perform all of the work (within the property lines) shown on, and in accordance with, the Drawings and Specifications entitled:
Project No: RI 43-H023-121 dated: March 10, 1982

C. The Drawings, which are described in Exhibit B hereto and the Specifications which are described in Exhibit C hereto, have been prepared by The Robinson Green Beretta Corporation
The Architect administering the construction Contract (hereinafter, and elsewhere in the Contract Documents, referred to as the "Architect") is The Robinson Green Beretta Corporation

D. A master set of said Drawings and Specifications, identified by the parties hereto and by the Design Architect and the Supervisory Architect have been placed on file with the Rhode Island Housing & Mortgage Finance Corporation ("RIHMFC"), and shall govern in all matters which arise with respect to such Drawings and Specifications.

E. Changes in the Drawings and Specifications or any terms of the Contract Documents, or orders for extra work, or changes in altering or adding to or deleting from the work, which will result in any net construction cost change, or will change the design, may be effected only with the prior written approval of the Owner's Lender (more particularly identified below and hereinafter referred to as the "Lender") and under such conditions as the Lender may establish.

ARTICLE 2 — Time

A. The work to be performed under this Contract shall be commenced within five (5) days of this Agreement, and shall be substantially completed by March 16 19 83
The time by which the work shall be completed may be extended in accordance with the terms of the said AIA General Conditions only with the prior written approval of the Owner.

B. The Contractor shall correct any defects due to faulty materials or workmanship which appear within one year from the date of substantial completion as defined in paragraph D below.

C. If the work is not substantially completed in accordance with the Drawings and Specifications, including any authorized changes, by the date specified above, or by such date to which the contract time may be extended, the maximum sum stated in Article 3A (1) below shall be reduced by $ 2,404.80 as liquidated damages, for each calendar day of delay until the date of substantial completion.

D. The date of substantial completion shall be the date RIHMFC endorses the final Project Inspection Report (RIHMFC Form HF-30 "Permission to Occupy").

ARTICLE 3 — Payments

A. (1) Subject to the provisions hereinafter set out, the Owner shall pay to the Contractor for the performance of this Contract the following amounts:

a. The actual cost of construction as defined in Article 10 below; plus

b. A fee of $ -0-

In no event, however, shall the total amount payable pursuant to this paragraph exceed $ 4,075,294.00 plus the amount by which $ 325,650.00 (the estimated mortgage interest during the Construction Period) exceeds the mortgage actual interest cost derived as a result of completion of construction prior to the date specified in Article 2A above, and provided further, that in no event shall the amount payable exceed the actual cost of construction. At the time of cost certification, if it is determined that the interest rate charged during the construction period was less than 12 %, the estimated mortgage interest set forth above shall be reduced accordingly.

(2) In addition to any fee provided for in Paragraph (1), the Owner shall pay to the Contractor the following:

(3) If upon completion the Contractor shall have received payments in excess of (a) the actual cost of construction, plus (b) the fee specified in Paragraph 1 plus the additional amount to be paid under the provisions of Paragraph (2) all such excess shall be refunded to the Owner.

B. Each month after the commencement of work hereunder, the Contractor shall make a monthly request for payment (in quadruplicate on Form No. 2448) by the Owner for work done during the preceding month. Each request for payment shall be filed at least 15 days before the date payment is desired. Subject to the approval of RIHMFC and the Owner, the Contractor shall be entitled to payment thereon in an amount equal to (1) the total value of classes of the work acceptable completed; plus (2) the value of materials and equipment not incorporated into the work, but delivered to and suitably stored at the site; less (3) 10% (percent) holdback and less prior payments. The "value" of both (1) and (2) shall be computed in accordance with the amounts assigned to classes of the work in the "Contractor's and/or Mortgagor's Cost Breakdown," attached hereto as Exhibit "A." The Contractor agrees that no materials or equipment required by the Specifications will be purchased under a conditional sale contract or with the use of any security agreement or other vendor's title or lien retention instrument.

C. The balance due the Contractor hereunder shall be payable after the work is fully completed, at the final closing of the construction loan from RIHMFC to the Owner, provided all of the following have occurred:

(1) All work hereunder requiring inspection by municipal or other governmental authorities having jurisdiction has been inspected and approved by such authorities and by the rating or inspection organization, bureau, association or office having jurisdiction;

(2) All certificates of occupancy, or other approvals, with respect to all units of the Project have been issued by state or local governmental authorities having jurisdiction;

(3) Permissions to occupy all units of the Project have been issued by RIHMFC; and

(4) The provisions of Article 10 hereof have been satisfied.

D. With its final application for payment by the Owner, the Contractor shall disclose on a form prescribed by RIHMFC, all unpaid obligations contracted in connection with the work performed under this Contract. The Contractor agrees that within 45 days following receipt of final payment, it will pay such obligations in cash and furnish satisfactory evidence of such payment to the Owner.

ARTICLE 4 — Receipts & Releases of Liens

The Owner and/or RIHMFC may require the Contractor to attach to each request for payment its acknowledgement of payment and all subcontractors' and materialmen's acknowledgements of payment for work done and materials, equipment and fixtures furnished through the date covered by the previous payment. Concurrently with the final payment, the Owner may require the Contractor to execute a waiver or release of lien for all work performed and materials furnished hereunder, and may require the Contractor to obtain similar waivers or releases from all subcontractors and materialmen.

ARTICLE 5 — Requirements of Contractor

A. The Contractor shall furnish, at its own expense, all building and other permits, licenses, tools, equipment and temporary structures necessary for the construction of the project. The Contractor shall give all required notices and shall comply with all applicable codes, laws, ordinances, rules and regulations, and protective covenants, and with the current regulations of the National Board of Fire Underwriters, wherever applicable. The Contractor further shall comply with the provisions of the MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION of the Associated General Contractors of America. The Contractor shall immediately notify RIHMFC of the delivery of all permits, licenses, certificates of inspection, certificates of occupancy, and any other such certificates and instruments required by law, regardless of to whom issued, and shall cause them to be displayed to the RIHMFC upon its request.

B. If the Contractor observes that the Drawings and Specifications are at variance with any applicable codes, laws, ordinances, rules or regulations or protective covenants, it shall promptly notify the Architect in writing, and any necessary changes shall be made as provided in this Contract for changes in the Drawings and Specifications. If the contractor performs any work knowing it to be contrary to such codes, laws, ordinances, rules or regulations or protective covenants, without giving such notice to the Architect, it shall bear all costs arising therefrom to effect correction and elimination of the variance.

C. Upon completion of construction, the Contractor shall furnish to the Owner a survey showing the location of the site of all improvements constructed thereon, and showing the location of all water, sewer, gas and electric lines and mains, and of all existing utility easements. Such survey shall be prepared by a licensed surveyor who shall certify that the work is installed and erected entirely upon the land covered by the Mortgage and within any building restriction lines on said land, and does not overhang or otherwise encroach upon any easement or right-of-way of others. In addition, if the Owner shall so require, the Contractor shall furnish a survey with each application for payment for any improvements, including structures and utilities, not theretofore located on a survey.

D. The Contractor shall assume full responsiblity for the maintenance of all landscaping which may be required by the Drawings and Specifications until such time as both parties to this Contract shall receive written notice from RIHMFC that such landscaping has been finally completed. The Owner hereby agrees to make available to the Contractor, for such purpose, without cost to the latter, such facilities as water, hose and sprinkler.

ARTICLE 6 — Assurance of Completion

The Contractor shall furnish to the Owner assurance of completion of the work in the form of dual obligee Performance and Payment Bonds equal to 100% of the contract price. Such assurance of completion shall run to the Owner and RIHMFC as obligees.

ARTICLE 7 — Waiver of Lien or Claim

The Contractor shall file no mechanic's or materialman's lien or notice of intent or lis pendens or maintain any claim against the Owner's real estate or improvements for or on account of any work done, labor performed or materials furnished under this Contract. Violation of this covenant shall be deemed a "substantial violation of the Contract Documents" and shall give rise to a right of termination by the Owner, as provided in the General Conditions.

ARTICLE 8 — Right of Entry

RIHMFC and its agents or assigns, at all times during construction, have the right of entry and free access to the project and the right to inspect all work done and materials, equipment and fixtures furnished, installed or stored in and about the project. For such purpose, the Contractor shall furnish such enclosed working space as RIHMFC may require and find acceptable as to location, size, accomodations and furnishings.

ARTICLE 9 — Assignments, Subcontracts and Termination

A. This Contract shall not be assignable by either party without the prior written consent of the other party and RIHMFC, except that the Owner may assign the Contract, or any rights thereunder to RIHMFC.

B. The Contractor shall not subcontract all of the work to be performed hereunder without the prior written consent of the Owner and RIHMFC.

C. Upon request by the Owner or RIHMFC, the Contractor shall disclose the names of all persons with whom it has contracted or will contract with respect to work to be done and materials and equipment to be furnished hereunder.

D. The Contractor understands that the work under this contract is to be financed by a construction loan to be secured by a mortgage, and that the terms of said loan are set forth in a Construction Loan Agreement between the Owner as Borrower and RIHMFC as Lender. The Contractor further understands that said Construction Loan Agreement provides that, in the event of the failure of the Owner to perform its obligations to the Lender thereunder, the Lender may, as attorney-in-fact for the Owner, undertake the completion of the Project in accordance with this contract, or may require the sureties under the Surety Agreement attached to said Construction Loan Agreement to undertake said completion. In the event the Lender elects not to undertake such completion, or to direct said sureties to undertake such completion, the Contractor's obligations under this contract shall terminate.

ARTICLE 10 — Certification of Actual Cost

A. The "actual cost of construction," as used in ARTICLE 3 above, shall include all items of the cost and expense incurred by the Contractor in the performance of this Contract, including costs and expenses of labor, materials for construction, equipment and fixtures, field engineering, sales taxes, Workmen's Compensation Insurance, Social Security, public liability insurance, job overhead and all other expenses directly connected with construction, and including general overhead expenses, but excluding kick-backs, rebates or discounts received or receivable in connection with the construction of the project, and excluding any return on or cost of the Contractor's working capital, such return on or cost of working capital being a part of or to be paid from the Contractor's fee or profit.

B. The Contractor shall keep accurate records of account of the said actual cost of construction, and shall, upon demand, make such records and invoices, receipts, subcontracts and other information pertaining to the construction of the Project available for inspection by the Owner and RIHMFC.

C. With its final application for payment, the Contractor shall furnish to the Owner a completed "Contractor's Certificate of Actual Cost," which shall be accompanied and supported by an independent public accountant's certificate as to actual cost (in form acceptable to RIHMFC).

D. The Contractor shall include in all subcontracts, equipment leases and purchase orders, a provision requiring the subcontractor, equipment lessor or supplier to certify its costs incurred in connection with the project, in the event RIHMFC determines there is an identity of interest between either the Owner or the Contractor and any such subcontractor, equipment lessor or supplier.

ARTICLE 11 — Subcontracting

The Contractor shall not subcontract more than 50% of the work hereunder to any one subcontractor nor more than 75% of the work hereunder to three or less subcontractors. PROVIDED THAT: for the purpose of this Article, the term "subcontractor" shall include material suppliers and equipment lessors, and that any two or more subcontractors having an identity of interest or common ownership shall be considered as one subcontractor.

PROVIDED FURTHER that identity of interest subcontracts may be approved if:

a. Approval by RIHMFC is obtained either prior to execution of the subcontracts or commencement of the work, whichever first occurs. There must be a separate subcontract for each trade. The subcontract must clearly identify the work to be done either specifically or by reference to the general maximum price. The amount of fee should be for general overhead and profit combined, and no itemization of general overhead for subcontractors need be involved:

b. The subcontractor has demonstrated experience and capability in the specific field covered:

c. The subcontracts are no higher than the best prices which could be obtained from outside sources, where outside sources are available. Where not available, the price must not exceed that which is considered reasonable under the circumstances. (The price would be judged as if the builder performed the work for his own account without formal subcontract and a reasonable fee was added)

ARTICLE 12 — Savings

In the event that the Contractor shall have a cost overrun in any item under this contract including the total cost as specified in Article 3A(1), and the project shall be completed at an earlier date than specified in the contract, the Contractor shall be permitted to offset such cost overrun by any savings to the Owner as a result of earlier completion which are set forth in the carrying charges.

ARTICLE 13 — Arbitration

The Contractor and the Owner recognize the rights of each to submit to arbitration claims, disputes and other matters arising out of any of the Contract Documents, pursuant to the arbitration provisions set forth in the "General Conditions of the Contract for Construction" which is part of the Contract Documents.

ARTICLE 14 — Affirmative Action

Attached hereto and incorporated by reference herein and made a part hereof are the: (a) Rider to Contract of even date herewith; and (b) A copy of the Affirmative Action Program Agreement dated February 23, 19 82, between the RIHMFC and the Owner.

IN WITNESS WHEREOF: the parties hereto have executed this agreement the day and year first above written.

ATTEST:

_____

ATTEST: James A. O'Hara

_____

Owner: Centerdale Manor Associates

By: John L. Marshall

a General Partner

Contractor: Marshall Contractors, Inc.

By: Lyn Garrison

Its: Vice Pres. - Owned

EXHIBITS:

A. Construction Cost Breakdown — Form 2328
B. Schedule of Drawings
C. Schedule of Specifications
D. Addenda to Specifications
E. Rider to Construction Contract
F. Affirmative Action Program Agreement

RHODE ISLAND HOUSING
AND
MORTGAGE FINANCE CORPORATION

FORM NO. 2328
...1/75

CONTRACTOR'S and/or MORTGAGOR'S COST BREAKDOWN
(SCHEDULES OF VALUES)

Date: February 16, 1982
Sponsor: R.I.H.M.F.C.
Project No.: R.I. 43-H023-121
Building Identification:
Name of Project: Centerdale Manor
Location: Smith Street, Providence, R.I.

This form represents the Contractors and/or Mortgagors firm costs and services as a basis for disbursing dollar amounts when insured advances are requested. Detailed instructions for completing this form are included on the reverse side.

DIV	TRADE ITEM	COST	TRADE DESCRIPTION
3	Concrete	480,868	Conc.ftg.fdn walls, SOG,precast plank,stairs,cut patch
4	Masonry	484,050	Brick, block, reinf. grout, cleaning, inspection
5	Metals	58,220	Struct. Steel, stiars, misc. lgt. iron
6	Rough Carpentry	41,458	Bloacking @ window, roof, bath, drapes, rails,etc
6	Finish Carpentry	110,521	L&M to set shelves, hand rails, window trim,Insta cabinets
7	Waterproofing	12,990	L&M caulking and sealouts
7	~~xxxxxx~~ Gyp Topping	29,300	Topping on precast plank
7	Roofing	43,700	All roofing and flashing
7	Sheet Metal		
8	Doors	132,532	L&M for all doors, frames and hardware
8	Windows	70,259	All windows, alum, entrances, glass & glaze
8	Glass		
9	Lath & Plaster		
9	Drywall	552,253	L&M for drywall, insulation, Dryvit, fireproofing
9	Tile Work	14,870	Ceramic tile work
9	Acoustical		Included in drywall
9	~~xxxx~~ Flooring - Fritz	3,370	L&M for Fritz tile floor
9	Resilient Flooring	32,400	L&M for VAT
9	Painting & Decorating	70,130	Painting and VWC Mailboxes
10	Specialties	38,172	Toilet accessories,Partitions,L&M signs,louvers,
11	Special Equipment	10,990	Trash compactor and chute
11	Cabinets	86,094	Furnish kitchen cabinets & vanities-Set under #5
11	Appliances	70,790	L&M AC sleeves, ranges, refrigerators, range hood
12	Blinds & Shades, Artwork	11,990	L&M blinds, shades, drapery tracks
12	Carpets	65,130	L&M for carpeting
13	Special Construction - Piles	96,800	L&M for concrete piles
14	Elevators	121,000	L&M for elevators
15	Plumbing & Hot Water	241,700	L&M for plumbing, hot water, gas
15	Heat & Ventilation	219,733	L&M for H V A C
15	~~xxxxxxxxx~~ Fire Prot.	106,000	L&M for full sprinkler system
16	Electrical	341,430	L&M for all electrical work
	SUBTOTAL (Structures)	3,546,750	
	Accessory Structures		
	TOTAL (lines 32 & 33)		
2	Earth Work	133,590	Site excavation, building excavation & backfill
2	Site Utilities	73,362	Sewer,water,gas,storm,interior mechanicals, elect
2	Roads & Walks	49,082	Roads, curbs, gravel base
2	Site Improvements	15,033	Walks, patio, loading dock, exterior pads
2	Lawns & Planting	23,900	Loam, seed and planting
2	Unusual Site Condition		
	TOTAL LAND IMPRVTS.	294,967	
	TOT. STRUCT. & LAND IMPRVTS.	3,841,717	
1	GENERAL REQUIREMENTS	153,669	
	SUBTOTAL (Lines 41 and 42)	3,995,386	
	BUILDER'S OVERHEAD	79,908	
	BUILDER'S PROFIT	4,075,294	
	SUBTOTAL (Lines 44 thru 46)		
	OTHER FEES		
	BOND PREMIUM	21,300	
	TOTAL FOR ALL IMPROVEMENTS		
	Builder's Profit paid by means other than cash		
	TOTAL FOR ALL IMPROVEMENTS LESS LINE 52	4,096,594	

NONRESIDENTIAL AND SPECIAL EXTERIOR LAND IMPROVEMENT *(costs included in trade item breakdown)*

DESCRIPTION	EST. COST
TOTAL $	
OTHER FEES	

OFFSITE COSTS *(costs not included in trade item breakdown)*

DESCRIPTION	EST. COST
TOTAL $	

DEMOLITION *(costs not included in trade item breakdown)*

DESCRIPTION	EST. COST
TOTAL $	

Mortgagor: Centerdale Manor Assoc. By [signature] Date: February 16, 1982
Contractor: Marshall Contractors Inc By Manuel F. Rabbitt V.P. Date: February 16, 1982
RIHMFC By [signature] Date: March 16, 1982
CHIEF DEVELOPMENT [illegible]
Date

000018

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
38 State Street
Providence, R. I. 02908

January 18, 1982

Mr. Gerhard H. Graf, P.E.
c/o The Robinson Green Beretta Corporation
2 John Street
Providence, Rhode Island 02906

APPLICATION NO. 5027

Dear Mr. Graf:

Kindly be advised that this Department has reviewed your Request for Fresh Water Wetlands Applicability Determination and inspected the site of proposed building and parking area construction located south of Smith Street, North Providence, Rhode Island,

and as described by the site plan submitted with your request and entitled "Centredale Manor North Providence, Rhode Island" dated November 20, 1981 Sheets 1 and 2.

Under the following provisions: 1. Only work specifically shown on the aforementioned site plan is allowed. 2. Adequate measures are taken to prevent sediments from entering adjacent wetlands to include at least those measures delineated on the aforementioned plan.

it is our conclusion that this proposal represents an insignificant alteration of a fresh water wetland. Therefore, under the aforementioned provisions, a permit to alter fresh water wetlands will not be required.

Please note that this does not remove your obligation to obtain any necessary permits from local, federal or other state agencies.

Very truly yours,

Peter M. Janaros, P.E.

Peter M. Janaros, P. E.
Chief
Division of Land Resources

JT/PMJ/lp

RECEIVED BY THE POST OFFICE
RAD ___ JAG ___ GJL ___
JAB ___ BMN ___
ACTION BY ___
JAN 20 1982
TPS ___ JAG ___
JRC ___ WKA ___
MS ___ RJG ___
JTN ___ RJG ___

000019

FIELD OBSERVATION REPORT

THE ROBINSON GREEN BERETTA CORPORATION

ARCHITECTURE PLANNING ENVIRONMENT DESIGN DEVELOPMENT

Providence, Rhode Island (401) 272 - 1730 Putnam, Connecticut (203) 929 9210

PROJECT NAME	PROJECT NO.	CONTRACTOR
Centerdale Manor	2629	Marshall Cont's

DATE	ARRIVAL TIME	DEPARTURE TIME	WEATHER	TEMP.	% SCHEDULED	% COMPLETE
2/22/82	9:30 - 10:00 11:30 - 12:00 1:00 - 2:00		cloudy	30's		

WORK IN PROGRESS

Stock piling chemical drums
Empty drums being crushed

WORK COMPLETED

WORK DELAYS

OBSERVATIONS

All workmen have protective clothing, boots etc
Site visitation by D.E.M. - no complaints or violations
D.E.M. outlined general procedure & indicated drums not containing waste or crushable

ITEMS TO VERIFY

INFORMATION OR ACTION REQUIRED

LABOR FORCE

000020

VISITORS John Leo DEM
Allen Brodd DEM

SIGNED Richard K. Frost P.E.
OBSERVER

FIELD OBSERVATION REPORT

THE ROBINSON GREEN BERETTA CORPORATION

ARCHITECTURE PLANNING ENVIRONMENT DESIGN DEVELOPMENT

Providence, Rhode Island (401) 272 - 1730 Putnam, Connecticut (203) 929 - 9210

PROJECT NAME			PROJECT NO.	CONTRACTOR		
Centredale Manor			2629	Marshall Contr's		
DATE	ARRIVAL TIME	DEPARTURE TIME	WEATHER	TEMP.	% SCHEDULED	% COMPLETE
2/25/82	10:00	10:45	cloudy	Mid 20's		

WORK IN PROGRESS

Piling steel drums

WORK COMPLETED

WORK DELAYS

OBSERVATIONS

Workers wearing protective clothing & face masks
Drums w/ residue or questionable material being stored in secure area
Empty drums being stock-piled & crushed.
Off-site trucking may begin tomorrow.

ITEMS TO VERIFY

Disposal of drums to approved/certified landfill
John Leo - PEPM will call selected landfill operator (up to Marshall) to clear dumping
John Leo - phone call - excellent job being done

INFORMATION OR ACTION REQUIRED

LABOR FORCE

000021

VISITORS

SIGNED Richard A. Graf P.E.
OBSERVER

THE ROBINSON
GREEN BERETTA CORPORATION
2 John Street
PROVIDENCE, RHODE ISLAND 02906

(401) 272-1730

LETTER OF TRANSMITTAL

DATE	JOB NO.
2-26-82	2629-7

ATTENTION

RE: Centreville Manor

HAR

TO Marshall Contractors
75 Newman Avenue
Rumford, RI 02916

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☒ OBSERVATION

COPIES	DATE	NO.	DESCRIPTION
1	2-25-82		Observed by G. Graf.

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☒ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19_____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

000022

COPY TO _____

SIGNED: K.N. Cambra

If enclosures are not as noted, kindly notify us at once.

THE ROBINSON
GREEN BERETTA CORPO. ION
2 John Street
PROVIDENCE, RHODE ISLAND 02906

(401) 272-1730

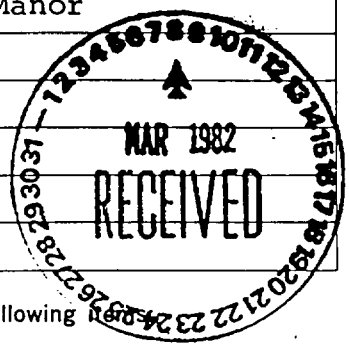
LETT R OF TRANSMITTAL

TO Marshall Contractors, Inc.
75 Newman Ave.
Rumford, R.I. 02916

DATE	JOB NO.
3-4-82	2629-7

ATTENTION

RE Centredale Manor



WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☒ OBSERVATION

COPIES	DATE	NO.	DESCRIPTION
1	3-1-82		Observed by G. Graf.

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit_____copies for approval
☒ For your use ☐ Approved as noted ☐ Submit_____copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return_____corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19_____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

P.M. well
R.K.
P.E.
Field ✓
File
Other

000023

COPY TO _____

SIGNED: K.N. Cambra

If enclosures are not as noted, kindly notify us at once.

FIELD OBSERVATION REPORT

THE ROBI ON GREEN BERETTA ORPORATION

ARCHITECTURE PLANNING ENVIRONMENT DESIGN DEVELOPMENT

Providence, Rhode Island (401) 272 - 1730 Putnam, Connecticut (203) 929 - 9210

PROJECT NAME	PROJECT NO.	CONTRACTOR
Centredale Manor	2621	Marshall Contr's

DATE	ARRIVAL TIME	DEPARTURE TIME	WEATHER	TEMP.	% SCHEDULED	% COMPLETI
3·1·82	9:00	10:00	cloudy	30's		

WORK IN PROGRESS

loading barrels from crushing pile

WORK COMPLETED

WORK DELAYS

OBSERVATIONS

D.E.M. inspecting barrels within secured area

D.E.M. recommends obtaining 8-12 overpacks

ITEMS TO VERIFY

INFORMATION OR ACTION REQUIRED

RECEIVED BY THE RGB CORP
RAD JAB GJJ
JRB DMN GHG
ACTION BY
MAR 0 3 1982

LABOR FORCE

TRZ WG RJF
JRC WKA GEM
MS RMS JFB
JTN RJG KRW

000024

VISITORS John Leo } DEM
Allen Brodd }

SIGNED Gerhard A. Mest P.E.
OBSERVER

THE ROBINSON
GREEN BERETTA CORP(ATION
2 John Street
PROVIDENCE, RHODE ISLAND 02906

(401) 272-1730

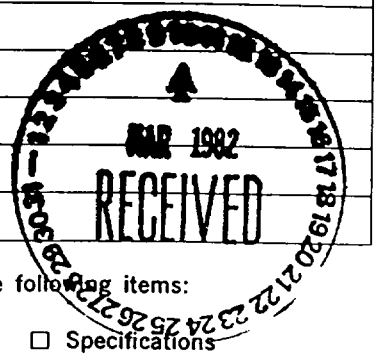
LETT 'R OF TRANSMITTAL

DATE	JOB NO.
3-8-82	2629-7

ATTENTION

RE: Centre~~ville~~ DALE Manor

TO Marshall Contractors
75 Newman Avenue
Rumford, RI 02916



WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☒ OBSERVATION

COPIES	DATE	NO.	DESCRIPTION
1	3-5-82		Observed by G. Graf.

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit_____copies for approval
☒ For your use ☐ Approved as noted ☐ Submit_____copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return_____corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19_____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

DISTRIBUTION
P.M. WC
R.K. _____
P.E. _____
Purch _____
Field ✓
File ✓
Other _____

000025

COPY TO _____

SIGNED: K.N. Cambra

FIELD OBSERVATION REPORT

THE ROBI SON GREEN BERETTA ORPORATION

ARCHITECTURE PLANNING ENVIRONMENT DESIGN DEVELOPMENT

Providence, Rhode Island (401) 272 - 1730 Putnam, Connecticut (203) 929 - 9210

PROJECT NAME			PROJECT NO.	CONTRACTOR		
Centredale Manor				Marshall Contrs		
DATE	ARRIVAL TIME	DEPARTURE TIME	WEATHER	TEMP.	% SCHEDULED	% COMPLET
3/5/82	8:45	9:00	drizzle	46°		

WORK IN PROGRESS

None

WORK COMPLETED

WORK DELAYS

OBSERVATIONS

Areas being staked
Barrel removal finished
Some barrels in secured area awaiting classification

ITEMS TO VERIFY

INFORMATION OR ACTION REQUIRED

000026

RECEIVED BY THE RGB CORP

RAD JAB GJJ
JRB DMN GHG
ACTION BY

MAR 0 8 1982

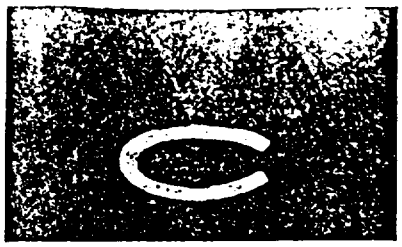
TRZ RJR
JRC WKA GEM
MS RMS JEB
ITN RJG KRW

LABOR FORCE

Front end loader & backhoe on site

VISITORS

SIGNED Richard K. Frey PE



MARSHALL CONTRACTORS INC.

5

February 19, 1982

Mr. Gerry Graf
The Robinson, Green, Beretta Corp.
2 John Street
Providence, R. I. 02906

Re: Centerdale Manor

Dear Gerry:

Please find enclosed the copy of the determination by the Department of Environmental Management dated February 17, 1982 as it relates to the solid waste materials at the above captioned project.

I would like to indicate our appreciation to all parties concerned for their efforts in obtaining this determination.

Very truly yours,

MARSHALL CONTRACTORS, INC.

William R. Lund

William R. Lund
Project Manager

cs

c.c. Mike Powers
Lenny Pezza
Stan Puddicombe

000027

75 NEWMAN AVENUE, RUMFORD, RHODE ISLAND 02916 TEL. (401) 438-3500

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
75 Davis Street 204 Cannon Building
Providence, R. I. 02908

17 February 1982

Mr. William R. Lund
Marshall Contractors, Inc.
75 Newman Avenue
Rumford, RI 02916

Dear Sir:

Based on analysis #6015 from Rhode Island Analytical Laboratory, the fill material which will be removed from the Centerdale Manor is a non-toxic material.

This material, however, is not clean fill and as such will have to be handled as a solid waste material at a properly permitted solid waste facility of your choice. This material cannot be used as clean fill.

If you have any other question concerning this or any other matter, please feel free to call me at 277-2797.

Sincerely yours,

John P. Leo, Engineer
Division of Air and Hazardous Materials

JPL/km

000028

R.I. Analytical Laboratories, Inc.

SPECIALIZING IN ENVIRONMENTAL ANALYSIS

231 ELM STREET
WARWICK, R. I. 02888

PHONE: (401) 467-2452

CERTIFICATE OF ANALYSIS

REPORT TO: Goldberg Zoiano & Associates
293 South Main Street
Providence, RI 02903
Attn: Mr. Michael Powers

DATE RECEIVED: 2/2/82
DATE REPORTED: 2/10/82
PURCHASE ORDER NO.: P-3227
R.I.A.L. INV. NO.: 6015

SAMPLE DESCRIPTION: Fill material from proposed Centerdale Manor

Per your request, subject sample has been analyzed by our laboratory with the following results:

PARAMETER	RESULTS
Volatile Organics:*	
Chloroform	3.4 ppb
Trichloroethylene	5.1 ppb
Toluene	2.6 ppb
Semivolatile Organics:*	
Acid Compounds	N.D.
Base/Neutral Compounds:	
Bis(2-ethylhexyl)phthalate	1.3 ppb
Arsenic	<0.01 mg/l
Barium	0.5 mg/l
Cadmium	<0.005 mg/l
Total Chromium	<0.05 mg/l
Lead	<0.1 mg/l
Mercury	<0.0005 mg/l
Silver	<0.01 mg/l
Selenium	<0.01 mg/l

Continued to Page -2-

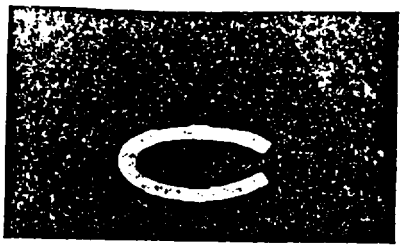
000028

APPROVED BY: Anthony E. Perrotti

* A list of volatile organic and semivolatile organic compounds and their detection limits is enclosed.

Note: As you requested, all above parameters were performed on an extract from the EP Toxicity Procedure, in accordance with Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, U. S. EPA, SW-846, 1980.

If you have any questions regarding this work or if we may be of further assistance, please contact us.



MARSHALL CONTRACTORS INC.

February 19, 1982

Mr. Gerry Graf
The Robinson, Green, Beretta Corp.
2 John Street
Providence, R. I. 02906

Re: Centerdale Manor

Dear Gerry:

Please find enclosed the copy of the determination by the Department of Environmental Management dated February 17, 1982 as it relates to the solid waste materials at the above captioned project.

I would like to indicate our appreciation to all parties concerned for their efforts in obtaining this determination.

Very truly yours,

MARSHALL CONTRACTORS, INC.

William R. Lund

William R. Lund
Project Manager

cs

c.c. Mike Powers
Lenny Pezza

000031

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
75 Davis Street 204 Cannon Building
Providence, R. I. 02908

17 February 1982

Mr. William R. Lund
Marshall Contractors, Inc.
75 Newman Avenue
Rumford, RI 02916

Dear Sir:

Based on analysis #6015 from Rhode Island Analytical Laboratory, the fill material which will be removed from the Centerdale Manor is a non-toxic material.

This material, however, is not clean fill and as such will have to be handled as a solid waste material at a properly permitted solid waste facility of your choice. This material cannot be used as clean fill.

If you have any other question concerning this or any other matter, please feel free to call me at 277-2797.

Sincerely yours,

John P. Leo, Engineer
Division of Air and Hazardous Materials

JPL/km

R.I. Analytical Laboratories, Inc.

SPECIALIZING IN ENVIRONMENTAL ANALYSIS

231 ELM STREET
WARWICK, R. I. 02888

PHONE: (401) 467-2452

CERTIFICATE OF ANALYSIS

REPORT TO: Goldberg Zoiano & Associates
293 South Main Street
Providence, RI 02903
Attn: Mr. Michael Powers

DATE RECEIVED 2/2/82
DATE REPORTED 2/10/82
PURCHASE ORDER NO. P-3227
R.I.A.L. INV. NO. 6015

SAMPLE DESCRIPTION Fill material from proposed Centerdale Manor

Per your request, subject sample has been analyzed by our laboratory with the following results:

PARAMETER	RESULTS
Volatile Organics:*	
Chloroform	3.4 ppb
Trichloroethylene	5.1 ppb
Toluene	2.6 ppb
Semivolatile Organics:*	
Acid Compounds	N.D.
Base/Neutral Compounds:	
Bis(2-ethylhexyl)phthalate	1.3 ppb
Arsenic	<0.01 mg/l
Barium	0.5 mg/l
Cadmium	<0.005 mg/l
Total Chromium	<0.05 mg/l
Lead	<0.1 mg/l
Mercury	<0.0005 mg/l
Silver	<0.01 mg/l
Selenium	<0.01 mg/l

000033

Continued to Page -2-

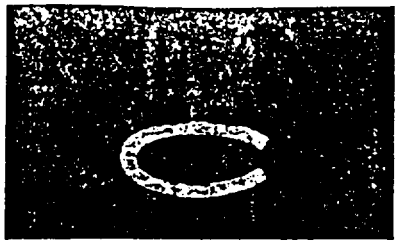
APPROVED BY

Anthony E. Perrotti

* A list of volatile organic and semivolatile organic compounds and their detection limits is enclosed.

Note: As you requested, all above parameters were performed on an extract from the EP Toxicity Procedure, in accordance with Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, U. S. EPA, SW-846, 1980.

If you have any questions regarding this work or if we may be of further assistance, please contact us.



MARSHALL CONTRACTORS. INC.

March 8, 1982

C. Pezza & Sons, Inc.
90 Putnam Avenue
Johnston, R.I. 02919

Reference: Centerdale Manor
North Providence, R.I.

Attention: Lenny Pezza

Dear Len:

Please find enclosed a letter dated February 26, 1982 from the Department of Environmental Management, with respect to the disposal of the empty barrels and drums found at the above captioned project. Please maintain this copy for your records.

If you have any questions, please contact me at your earliest convenience.

Very truly yours,

MARSHALL CONTRACTORS, INC.

William R. Lund

William R. Lund
Project Manager

WRL:lm

enclosure
cc: Gerry Graf

000035

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
75 Davis Street
Providence, R. I. 02908

MAR 1982
RECEIVED

26 February 1982

Mr. William Lund
Marshall Contractors, Inc.
75 Newman Avenue
East Providence, Rhode Island

Dear Mr. Lund:

Based on both visual and field analytical procedures, the empty barrels and drums located at the old Metro Chemical site in Centredale, North Providence have been found to be non hazardous.

These barrels have been verified as being empty of all hazardous materials. They are, however, solid waste material and as such will have to be disposed of at a properly licensed solid waste facility of your choice, such as Capuano's Sanitary Landfill or Solid Waste Management's Central Landfill. This material cannot be used as clean fill because it has been deemed solid waste material.

If you have any further questions concerning this matter, please feel free to contact me at 277-2797.

Sincerely yours,

John P. Leo
Sanitary Engineer

JPL:lmn

POST THIS CARD SO IT IS VISIBLE FROM STREET

BUILDING PERMIT

FEE PAID $ 5,723.20
Received By
Date Granted 3-16 19 92
Numerical Code 000320

THIS CERTIFIES THAT Cortedale Manor Assoc.

has permission to Houses for elderly.

Located at Smith St. Plat 14 Lot 250

provided that the person accepting this Permit shall in every respect conform to the terms of the application on file in this office and to the provisions of the Statutes and Ordinances relating to Zoning, Construction, Alteration and Maintenance of Buildings in the municipality and shall begin work on said building within SIX MONTHS from the date hereof and prosecute the work thereon to a speedy Completion.

Any person who shall violate any of the Statutes and Ordinances relating to Zoning, Construction, Alteration and Maintenance in the municipality shall be punished by penalties imposed by the State Building Code and Local Zoning Ordinances.

Emilio A Cimini
Building Official

BUILDING INSPECTION APPROVALS:

WORK SHALL NOT PROCEED UNTIL THE INSPECTOR HAS APPROVED THE VARIOUS STAGES OF CONSTRUCTION.

STAGE OF CONSTRUCTION	SIGNATURE	STAGE OF CONSTRUCTION	SIGNATURE
1.		5.	
2.		6.	
3.		7.	
4.		8.	

This Permit must be returned for Certificate of Occupancy.

Per sion to Occupy - Project Mo ages

RI 43-H023-121

ROJECT NAME: CENTREDALE MANOR PROJECT NO:

ROJECT LOCATION: North Providence, Rhode Island

REQUEST FOR PERMISSION TO OCCUPY

hode Island Housing & Mortgage Finance Corporation

Permission is requested for the occupancy of 123 living units identified and locate
Centredale Manor
an eight-story masonry bearing wall building, 10% handicapped with community
(Describe structure, wing, entrance, etc.)
facilities.

All work in connection therewith has been substantially completed and all of the above
escribed living units are suitable for occupancy, with the fixtures and equipment install
nd in operating condition. Light, heat, water, gas and sanitary services have been conne
nd are available for use. The premises have been inspected by the public authorities who
urisdiction and who have granted permission to occupy, as evidenced by the certificates
ttached hereto. Safe and adequate approaches to the site and the aforesaid living units
een provided, including temporary or permanent guard rails, barricades, walks, lights and
ther provisions necessary to the protection of tenants and the public.

CENTREDALE MANOR ASSOCIATES
Mortgagor

ate: January 18, 1983 By: Gary Burt

ARCHITECT'S CERTIFICATE OF SUBSTANTIAL COMPLETION

I have inspected the units listed above and have found construction to be sufficientl
omplete and in accordance with contract documents so that owner may occupy the above des-
ribed living or service units for the uses intended. I have examined all required certif
ates of permission to occupy as issued by public authorities having jurisdiction and foun
ame to be in proper order.

THE ROBINSON GREEN BERETTA CORPORATION

ate: January 18, 1983

Supervisory Architect

CONTRACTOR'S CERTIFICATION

This is to certify that all work or correction necessary to complete the above des-
ribed living units in accordance with the contract requirements and in a manner acceptab
o the Rhode Island Housing & Mortgage Finance Corporation will be performed without dela
nd at no additional cost regardless of any adverse conditions resulting from the occupan
f the aforesaid living units.

MARSHALL CONTRACTORS, INC.
Contractor

ate: January 18, 1983 By:

RHODE ISLAND HOUSING & MORTGAGE FINANCE CORPORATION INSPECT REPORT

Examination of the living units described above, including the available means of
ccess thereto, reveals they are suitable for occupancy with the exception of those enume
elow, which are considered unsuitable for occupancy at this time for the reasons stated.

000038

nspected: Date By

CERTIFICATE OF USE AND OCCUPANCY

MUNICIPALITY

No. 6579

THIS IS TO CERTIFY that the Eight Story housing for elderly and handicapped

erected on Plat No.: 14 Lot No.: 250

Addition:

Street and No.: 2074 Smith Street

Owner: Centerdale Manor Associat Use Zone:

Architect or Engineer:

Contractor: Marshal Contractors Inc.

Building Permit No.: 6579 Plan No.:

has been inspected and the following occupancy thereof is hereby authorized:

Occupancies: Max. Allowable floor live loads per sq. ft.	Occupancy Load
Basement:	
1st Floor:	
2nd Floor:	
3rd Floor:	
4th Floor:	
5th Floor:	
6th Floor:	
7th Floor:	
8th Floor:	
9th Floor:	
10th Floor:	
Roof:	

This Certificate must be posted where required by the State Building Code, and permanently maintained in a conspicuous place at or close to the entrance of the building or structure referred to above.

January 18, 1983

Building Official

Expiration Date

000039

Pe ission to Occupy - Project Mr gages

RI 43-H023-121

PROJECT NAME: CENTREDALE MANOR PROJECT NO:

PROJECT LOCATION: North Providence, Rhode Island

REQUEST FOR PERMISSION TO OCCUPY

hode Island Housing & Mortgage Finance Corporation

Permission is requested for the occupancy of 123 living units identified and located Centredale Manor an eight-story masonry bearing wall building, 10% handicapped with community facilities.

(Describe structure, wing, entrance, etc.)

All work in connection therewith has been substantially completed and all of the above escribed living units are suitable for occupancy, with the fixtures and equipment installe nd in operating condition. Light, heat, water, gas and sanitary services have been connec nd are available for use. The premises have been inspected by the public authorities who urisdiction and who have granted permission to occupy, as evidenced by the certificates ttached hereto. Safe and adequate approaches to the site and the aforesaid living units h een provided, including temporary or permanent guard rails, barricades, walks, lights and ther provisions necessary to the protection of tenants and the public.

CENTREDALE MANOR ASSOCIATES
Mortgagor

ate: January 18, 1983 By: Gen Ptnr

ARCHITECT'S CERTIFICATE OF SUBSTANTIAL COMPLETION

I have inspected the units listed above and have found construction to be sufficientl omplete and in accordance with contract documents so that owner may occupy the above des- ribed living or service units for the uses intended. I have examined all required certif ates of permission to occupy as issued by public authorities having jurisdiction and foun ame to be in proper order.

THE ROBINSON GREEN BERETTA CORPORATION

ate: January 18, 1983

Supervisory Architect

CONTRACTOR'S CERTIFICATION

This is to certify that all work or correction necessary to complete the above des- ribed living units in accordance with the contract requirements and in a manner acceptabl o the Rhode Island Housing & Mortgage Finance Corporation will be performed without delay nd at no additional cost regardless of any adverse conditions resulting from the occupanc f the aforesaid living units.

MARSHALL CONTRACTORS, INC.
Contractor

ate: January 18, 1983 By:

RHODE ISLAND HOUSING & MORTGAGE FINANCE CORPORATION INSPECT REPORT

Examination of the living units described above, including the available means of ccess thereto, reveals they are suitable for occupancy with the exception of those enume elow, which are considered unsuitable for occupancy at this time for the reasons stated.

000040

nspected: By

Date

CERTIFICATE OF USE AND OCCUPANCY

24
MUNICIPALITY

No. 6579

THIS IS TO CERTIFY that the Eight Story housing for elderly and handicapped

erected on Plat No.: 14 Lot No.: 250

Addition:

Street and No.: 2074 Smith Street

Owner: Centerdale Manor Associates Use Zone:

Architect or Engineer:

Contractor: Marshal Contractors Inc.

Building Permit No.: 6579 Plan No.:

has been inspected and the following occupancy thereof is hereby authorized:

Occupancies: Max. Allowable floor live loads per sq. ft.	Occupancy Load
Basement:	
1st Floor:	
2nd Floor:	
3rd Floor:	
4th Floor:	
5th Floor:	
6th Floor:	
7th Floor:	
8th Floor:	
9th Floor:	
10th Floor:	
Roof:	

January 18, 1983

Building Official

Expiration Date

This Certificate must be posted where required by the State Building Code, and permanently maintained in a conspicuous place at or close to the entrance of the building or structure referred to above.

ON SITE

FORM NO. 2330-A . RHODE ISLAND HOUSING AND MORTGAGE FINANCE CORPORATION

ager nterdale Manor Associates	**CONTRACTOR'S** **CERTIFICATE OF ACTUAL COST**	Project No RI 43-H023-121
itractor :shall Contractors, Inc.		Building Number
e of Project nterdale Manor	Location Smith Street, North Providence, RI	

ntlemen:

This Certificate is made pursuant to the provisions of the Construction Contract, entered into by and between us under dat February 16, 1982 , and it is understood and agreed by the undersigned that this Certificate is to be submitted t to the Rhode Island Housing and Mortgage Finance Corporation.

The actual cost incurred in the completion of construction under the above Construction Contract and accepted constructic nges exclusive of all kick-backs, rebates and discounts received in connection with the construction of the project is item- d below.

TRADE ITEM	PAID IN CASH	TO BE PAID IN CASH	TOTAL	NAME OF SUBCONTRACTOR OR PAYEE
Concrete	383,467	30,319	413,786	
Masonry	323,992	36,752	360,744	
Metals	63,140	7,775	70,915	
Rough Carpentry	41,383	314	41,697	
Finish Carpentry	155,062	26,535	181,597	
Waterproofing	14,546	1,518	16,064	
Insulation Gypsum topping	34,291	3,441	37,732	
Roofing	42,300	11,695	53,995	
Sheet Metal				
Doors	98,654	743	99,397	
Windows	52,200	10,175	62,375	
Glass				
Lath and Plaster				
Drywall	392,999	51,390	444,389	
Tile Work	14,850	2,141	16,991	
Accoustical				
Wood Flooring - Fritz	-	4,035	4,035	
Resilient Flooring	31,150	7,350	38,500	
Painting and Decorating	62,369	7,126	69,495	
Specialities	33,319	10,733	44,052	
Special Equipment	4,428	6,672	11,100	
Cabinets				
Appliances	53,508	31,313	84,821	
Blinds and Shades, Artwork	3,150	8,844	11,994	
Carpets	69,650	7,850	77,500	
Special Construction	113,262	12,585	125,847	
Elevators	119,170	13,241	132,411	
Plumbing and Hot Water	247,027	29,746	276,773	
Heat and Ventilation	213,728	34,387	248,115	
Air-Conditioning Fire Prot.	104,400	11,600	116,000	
Electrical	347,015	38,757	385,772	
Accessory Structures				
Earth Work	149,109	25,649	174,758	
Site Utilities	70,589	19,929	90,518	
Roads and Walks	44,698	7,928	52,626	
Site Improvements	19,033	1,851	20,884	
Lawns and Planting	31,976	7,445	39,421	
Unusual Site Conditions				
General Requirements	314,847	82,255	397,102	
General Overhead				
Miscellaneous (Labor & Mat.)				
Bond Premium				
Other Fees				
TOTAL COSTS	3,649,312	552,094	4,201,406	

OTE: If additional space is required for these or other items, append Rider thereto, with references and initial. When more th one subcontractor is performing a trade item, the attached work sheet must be completed giving the information indic

(SEE OTHER SIDE)

000042

(1)

MARSHALL CONTRACTORS, INC.
FORM 2330-A WORK SHEET
CENTERDALE MANOR

TRADE ITEMS	PAID IN CASH	TO BE PAID	TOTAL	NAME OF SUBCONTRACTOR OR PAYEE
3 Concrete	$ 28,471	$ -0-	$ 28,471	Pawtucket Ready Mix Concrete
	921	-0-	921	All State Lumber & Plywood
	346	-0-	346	Contractors Supply, Inc.
	280	-0-	280	Cranston Welding & Supply
	110	-0-	110	Ace Hardware Co., Inc.
	91	-0-	91	Major Electric & Supply
	13	-0-	13	General Road Trucking
	16	-0-	16	Chris Lee Saw Sharpening
	7,811	-0-	7,811	Liddell Industries
	160	-0-	160	Parker Danner
	54	-0-	54	Black & Decker Mfg. Co.
	714	-0-	714	JJ Gregory & Sons, Inc.
	1,699	-0-	1,699	Gerrity Co., Inc.
	60	-0-	60	C. Pezza & Sons, Inc.
	13,064	-0-	13,064	Dominion Rebar Co.
	2,870	319	3,189	TriState Reinforcing, Inc.
	389	-0-	389	F.D. McGinn, Inc.
	2,305	-0-	2,305	B-T Equipment Corp.
	270,000	30,000	300,000	Duraflex Sales & Service
	7,265	-0-	7,265	MCI - Equipment charges
	46,828	-0-	46,828	MCI - Labor
	$ 383,467	$ 30,319	$ 413,786	
4 Masonry	$ 305,550	$ 33,140	$ 338,690	Anastasi Bros. Corp.
	16,845	-0-	16,845	Dominion Rebar
	666	3,612	4,278	Spider Staging Sales Co.
	240	-0-	240	Parker Danner
	640	-0-	640	J. D'Ercole Construction
	51	-0-	51	MCI - Equipment charges
	$ 323,992	$ 36,752	$ 360,744	
5 Metals	$ 63,140	$ 7,775	$ 70,915	E.T. Ryan Iron Works, Inc.
6 Rough Carpentry	$ 290	$ -0-	$ 290	Ace Hardware
	56	-0-	56	Black & Decker Mfg. Co.
	459	-0-	459	Colony Tool Supply, Inc.
	116	-0-	116	Contractors Supply, Inc.
	91	-0-	91	Chris Lee Saw Sharpening
	196	-0-	196	Unviersal Fastners & Supply
	60	-0-	60	Trinity Construction Products
	2,095	-0-	2,095	MCI - Equipment charges
	30,017	-0-	30,017	MCI - Labor
	6,787	314	7,101	Gerrity Lumber
	1,216	-0-	1,216	All State Lumber
	$ 41,383	$ 314	$ 41,697	

(2)

MARSHALL CONTRACTORS, INC.
FORM 2330-A WORK SHEET
CENTERDALE MANOR

TRADE ITEMS	PAID IN CASH	TO BE PAID	TOTAL	NAME OF SUBCONTRACTOR OR PAYEE
6 Finish Carpentry	$ 4,530	$ 20,052	$ 24,582	Hope Store Fixtures
	6,339	-0-	6,339	Ralph Iaccarino & Sons
	3,649	117	3,766	Reidel-Michaels, Inc.
	17,813	-0-	17,813	Columbus Door Co.
	1,060	400	1,460	All State Lumber
	747	391	1,138	Ace Hardware
	116	-0-	116	Chris Lee Saw Sharpening
	289	-0-	289	Contractors Supply, Inc.
	1,852	-0-	1,852	Universal Fastners & Supply
	538	-0-	538	F.D. McGinn, Inc.
	366	-0-	366	Porter Cable Corp.
	61	-0-	61	Schmidt Electric
	20	-0-	20	Black & Decker Mfg. Co.
	109	-0-	109	Burns, Inc.
	2,829	193	3,022	American Custom Kitchens
	57,608	2,836	60,444	Triangle Pacific Corp.
	6,051	-0-	6,051	MCI - Equipment charges
	51,085	2,546	53,631	MCI - Labor
	$ 155,062	$ 26,535	$ 181,597	
7 Waterproofing	$ 13,667	$ 1,518	$ 15,185	Brunca Waterproofing
	879	-0-	879	MCI - Labor
	$ 14,546	$ 1,518	$ 16,064	
7 Gypsum topping	$ 30,967	$ 3,441	$ 34,408	Acoustical Gypsum Floors,Inc
	43	-0-	43	Ace Hardware
	3,281	-0-	3,281	MCI - Labor
	$ 34,291	$ 3,441	$ 37,732	
7 Roofing	$ 42,300	$ 11,695	$ 53,995	B.H. Cutler Roofing, Inc.
8 Doors	$ 23,638	$ -0-	$ 23,638	Country Fire Door Corp.
	1,212	-0-	1,212	F.D. McGinn, Inc.
	202	-0-	202	Felix Weigand
	882	18	900	R. Moran Associates
	12,553	-0-	12,553	Cantor - Flynn
	18,825	-0-	18,825	Dudley Hardware
	700	78	778	Walsh Hannon Gladwin, Inc.
	40,642	647	41,289	MCI - Labor
	$ 98,654	$ 743	$ 99,397	
8 Windows	$ 52,200	$ 10,175	$ 62,375	Superior Glass Co.
9 Drywall	$ 392,999	$ 51,390	$ 444,389	Gypsum Associates

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MARSHALL CONTRACTORS, INC.
FORM 2330-A WORK SHEET
CENTERDALE MANOR

TRADE ITEMS	PAID IN CASH	TO BE PAID	TOTAL	NAME OF SUBCONTRACTOR OR PAYEE
9 Tile Work	$ 14,850	$ 2,141	$ 1,6991	Manny Tile Co.
9 Fritz Flooring	$ -0-	$ 4,035	$ 4,035	Manny Tile Co.
9 Resilent Flooring	$ 31,150	$ 7,350	$ 38,500	Floors, Inc. of N.E.
9 Painting and decorating	$ 62,369	$ 7,126	$ 69,495	Reidel-Michaels, Inc.
10 Specialties	$ 3,868	$ 232	$ 4,100	R. Moran Associates
	4,869	-0-	4,869	Canton Flynn
	2,457	343	2,800	Graphic Designers, Inc.
	1,092	556	1,648	Walsh Hannon Gladwin, Inc.
	348	-0-	348	Prescott Peirce
	15,997	265	16,262	Dudley Hardware
	-0-	9,177	9,177	Max Fish Plumbing & Heating
	-0-	160	160	Barry Hyman
	4,688	-0-	4,688	MCI - Labor
	$ 33,319	$ 10,733	$ 44,052	
11 Special Equipment	$ 4,428	$ 6,672	$ 11,100	Compaction Engineering
11 Appliances	$ 50,228	$ 31,313	$ 81,541	Eastco
	3,280	-0-	3,280	MCI - Labor
	$ 53,508	$ 31,313	$ 84,821	
12 Blinds, Shades, Artwork	$ 3,150	$ 8,844	$ 11,994	Kings Draperies
12 Carpets	$ 69,650	$ 7,850	$ 77,500	Floors, Inc. of N.E.
13 Special Construction	$ 113,262	$ 12,585	$ 125,847	American Pile Driving Corp.
14 Elevators	$ 119,170	$ 13,241	$ 132,411	F.S. Payne Co.
15 Plumbing and Hot Water	$ 237,827	$ 29,746	$ 267,573	Max Fish Plumbing & Heating
	9,200	-0-	9,200	Providence Gas Co.
	$ 247,027	$ 29,746	$ 276,773	
15 Heat & Ventilation	$ 213,728	$ 34,387	$ 248,115	Max Fish Plumbing & Heating

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MARSHALL CONTRACTORS, INC.
FORM 2330-A WORK SHEET
CENTERDALE MANOR

TRADE ITEMS	PAID IN CASH	TO BE PAID	TOTAL	NAME OF SUBCONTRACTOR OR PAYEE
15 Fire Protection	$ 104,400	$ 11,600	$ 116,000	Max Fish Plumbing & Heating
16 Electrical	$ 347,015	$ 38,757	$ 385,772	Joseph G. Pirini, Inc.
2 Earthwork	$ 4,585	$ -0-	$ 4,585	Goldberg & Zoino
	2,352	-0-	2,352	Jet-Line Services
	139,763	25,489	165,252	C. Pezza & sons, Inc.
	1,440	160	1,600	City Fence & Iron Works
	233	-0-	233	Peabody Cleaning Co.
	736	-0-	736	MCI - Labor
	$ 149,109	$ 25,649	$ 174,758	
2 Site Utilities	$ 60,447	$ 19,378	$ 79,825	C. Pezza & Sons, Inc.
	443	-0-	443	Field Precast Corp.
	3,960	551	4,511	J. D'Ercole Construction
	160	-0-	160	A.E. Bragge
	5,579	-0-	5,579	MCI - Labor
	$ 70,589	$ 19,929	$ 90,518	
2 Roads & Walks	$ 27,540	$ 6,400	$ 33,940	J.H. Lynch & Sons
	12,239	1,528	13,767	Duraflex Sales & Service
	4,779	-0-	4,779	MCI - Labor
	140	-0-	140	MCI - Equipment charges
	$ 44,698	$ 7,928	$ 52,626	
2 Site Improvements	$ 225	$ 100	$ 325	City Fence
	610	390	1,000	Gerrity Co., Inc.
	-0-	500	500	Hope Store Fixtures
	1,054	-0-	1,054	Contractors Supply
	19	-0-	19	All State Lumber
	3,174	861	4,035	Pawtucket Ready Mix Concrete
	441	-0-	441	MCI - Equipment charges
	13,510	-0-	13,510	MCI - Labor
	$ 19,033	$ 1,851	$ 20,884	
2 Lawn and Planting	$ 15,326	$ 5,595	$ 20,921	Central Nurseries
	16,650	1,850	18,500	C. Pezza & Sons, Inc
	$ 31,976	$ 7,445	$ 39,421	

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MARSHALL CONTRACTORS, INC.
FORM 2330-A WORK SHEET
CENTERDALE MANOR

TRADE ITEMS	PAID IN CASH	TO BE PAID	TOTAL	NAME OF SUBCONTRACTOR OR PAYEE
1 GENERAL REQUIREMENTS				
Supervision	$ 55,765	$ 1,814	$ 57,579	MCI - Labor
	45	-0-	45	Gulf Oil Corp.
	1,066	-0-	1,066	Mobil
	571	-0-	571	W. Lund
	97	-0-	97	MCI - Gas
	138	-0-	138	Avis
	2,527	-0-	2,527	M. Puddicombe
	$ 60,209	$ 1,814	$ 62,023	
Field Engineering	$ 36,543	$ -0-	$ 36,543	MCI -Labor
	460	-0-	460	Jablonski
	480	-0-	480	Fitzgerald
	669	-0-	669	Medeiros
	1,314	-0-	1,314	MCI - Equipment charges
	499	-0-	499	Ace Hardware
	117	-0-	117	Providence Blueprint
	16	-0-	16	All State Lumber
	17	-0-	17	Gulf Oil Corp
	1,118	-0-	1,118	Robert Townsend, Inc.
	45	-0-	45	G.B. Howard
	387	-0-	387	Mobil
	36	-0-	36	Exxon
	14	-0-	14	Contractors Supply, Inc.
	$ 41,715	$ -0-	$ 41,715	
Field Office Expenses	$ 3,436	$ -0-	$ 3,436	MCI - Labor
	2,514	-0-	2,514	MCI - Equipment Charges
	8	-0-	8	J. Green
	694	-0-	694	All State Lumber
	434	-0-	434	Ace Hardware
	358	-0-	358	Contractors Supply, Inc.
	139	-0-	139	E.L. Freeman Co.
	148	-0-	148	Zee Medical Service
	342	-0-	342	Great Bear Spring Co.
	450	-0-	450	Port-A-John
	62	-0-	62	Spider Staging Sales Co.
	189	-0-	189	Prescott & Peirce CO.
	$ 8,774	$ -0-	$ 8,774	
Temporary Utilities	$ 8,914	$ 3,924	$ 12,838	MCI - Equipment charges
	4,013	-0-	4,013	Lin's Propane
	174	-0-	174	All State Lumber
	26	-0-	26	Gulf Oil Corp.
	4,917	2,723	7,640	Narragansett Electric
	750	-0-	750	E.W. Audet & Son, Inc.
	194	-0-	194	W. Lund
	431	-0-	431	Major Electric
	114	-0-	114	Corp Bros., Inc
	5,795	-0-	5,795	Providence Gas Co.
	1,362	90	1,452	New England Telephone Co.
	672	-0-	672	City of Providence (water)
	$ 27,362	$ 6,737	$ 34,099	

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MARSHALL CONTRACTORS, INC.
FORM 2330-A WORK SHEET
CENTERDALE MANOR

TRADE ITEMS	PAID IN CASH	TO BE PAID	TOTAL	NAME OF SUBCONTRACTOR OR PAYEE
Temporary Facilities	$ 1,578	$ -0-	$ 1,578	Port-A-John
Cleaning & Rubbish Removal	$ 21,132	$ 3,165	$ 24,297	MCI - Labor
	798	37	835	Ace Hardware
	226	-0-	226	JJ Bidden
	3,464	1,048	4,512	MCI - Equipment charges
	270	-0-	270	Contractors Supply
	3,615	741	4,356	Ocean State Disposal
	61	-0-	61	All State Lumber
	966	-0-	966	J. D'Ercole Construction
	133	-0-	133	Universal Fastners & Supply
	8	-0-	8	Burns, Inc.
	453	-0-	453	Colony Tool Supply, Inc.
	331	-0-	331	
	-0-	99	99	Schmidt Electric
	$ 31,457	$ 5,090	$ 36,547	
Watchmen Wages	$ 22,340	$ 1,660	$ 24,000	Tri State Investigation,Inc.
Other	$ 20,982	$ 2,340	$ 23,322	MCI - Fringes, Taxes, Ins.
	8,508	426	8,934	MCI - Equipment charges
	53,464	15,041	68,505	MCI - Labor
	685	538	1,223	Ace Hardware
	875	-0-	875	Contractors Supply
	72	-0-	72	General Road Trucking
	216	-0-	216	SKIL Corp
	1,522	-0-	1,522	All State Lumber
	318	-0-	318	JJ Gregory & Sons, Inc.
	44	-0-	44	Cranston Welding & Supply
	52	-0-	52	Corp Bros., Inc.
	44	-0-	44	Independent Oil Co.
	5,587	-0-	5,587	Daniel Marr & Son Co.
	696	-0-	696	Liddell Industries, Inc.
	50	-0-	50	Zee Medical Service
	160	-0-	160	Black & Decker Mfg. CO.
	192	-0-	192	Colony Tool Supply, Inc.
	501	-0-	501	Parker Danner
	148	-0-	148	Universal Fastners & Supply
	3,165	635	3,800	RF Greisser & Associates
	8,300	122	8,422	RJ Kenny Associates
	4,790	-0-	4,790	Imperatore Steel Erectors
	851	149	1,000	Caputo & Wicks, Ltd.
	795	-0-	795	Town of North Providence
	70	-0-	70	Robert Townsend, Inc.
	131	-0-	131	Purolator Courier Corp.
	379	-0-	379	RI Blueprint
	1,175	368	1,543	Providence Blueprint
	-0-	2,000	2,000	Touche Ross & Co.
	4,491	531	5,022	Goldberg Zoino & Associates
	64	-0-	64	George Mann & Co., Inc.
	36	-0-	36	Standard Hardware
(carry forward)	118,363	22,150	140,513	

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MARSHALL CONTRACTORS, INC.
FORM 2330-A WORK SHEET
CENTERDALE MANOR

TRADE ITEMS	PAID IN CASH	TO BE PAID	TOTAL	NAME OF SUBCONTRACTOR OR PAYEE
Other (carry forward)	118,363	22,150	140,513	
	254	-0-	254	Brook Village Associates
	1,220	-0-	1,220	Dic Ris Builders
	162	198	360	C. Pezza & Sons
	182	-0-	182	Spider Staging Sales Co.
	-0-	484	484	Triangle Pacific Corp.
	-0-	3,000	3,000	Tri State Investigation
	-0-	1,325	1,325	Service Master
	-0-	280	280	Taylor Rental
	536	-0-	536	TS Avenia Sign Co.
	140	-0-	140	McCarthy Mobile Office
	16	-0-	16	UPS
	148	-0-	148	Western Union
	8	-0-	8	J. Green
	34	-0-	34	M. Puddicombe
	16	-0-	16	T. Lawrence
	17	-0-	17	W. Lund
	316	39,517	39,833	MCI
	$ 121,412	$ 66,954	$ 188,366	
TOTAL GENERAL REQUIREMENTS	$ 314,847	$ 82,255	$ 397,102	
GRAND TOTAL	$3,649,312	$ 552,094	$4,201,406	

RHODE ISLAND HOUSING AND MORTGAGE

Mortgagor's Certificate of Actual Cost

TO: Rhode Island Housing & Mortgage Finance Corporation
40 Westminster Street
Providence, Rhode Island 02903

PROJECT NAME: Centerdale Manor

PROJECT NO: RI43-HO23-121 LOCATION: Smith Street, North Providence, RI

This certificate is made pursuant to the provisions of that Agreement and Certification of February 16, 1983.

The actual cost to the owner of labor and materials and necessary services for the construction of the physical improvements in connection with the subject project, after deduction of all kick-backs, rebates, adjustments, discounts made or to be made to the mortgagor, sponsor or any corporation, trust, partnership, joint venture or other legal entity in which they or any of them hold any interest, is as follows. The cost of construction is ~~(is not)~~* supported by Form 2330-A, Contractor's Certificate of Actual Cost.

	Item	Column A $ Paid in cash	Column B $ To be paid in cash within 45 days after final endorsement	Column C $ Total
1a	Actual Cost to Mortgagor under (Arm's Length) Construction Contract			
	OR			
1b	Cost from Form 2330-A	$ 3,649,312	$ 552,094	$ 4,201,406
2a	Architect's Fee - Design.....	135,000	-	135,000
2b	Architect's Fee - Supervision.....	35,625	4,375	40,000
3.	Interest During Construction.....	250,062	104,833	354,895
4.	Taxes During Construction.....			
5.	Property Insurance.....	7,887	4,000	11,887
6.	Issuance Fee.....	200,400		200,400
7.	Application Fee.....	500	-	500
8.	Construction Analysis and Inspection Fee.....	20,040	-	20,040
9.	Title and Recording Expense.....	15,550	-	15,550
10.	Financing (Itemize).....			
11.	Legal and Organizational (Attach itemized schedule).....	15,500	-	15,500
12.	Off-Site Costs (Itemize).....			
13.	Other (Itemize) see attached schedule.....	386,259		386,259
	Management rent-up	2,725	14,695	17,420
	.....			
14a	Allowable Builders Profit (Use only if Line 1b is used)....	XXXXXXXXXXXX	XXXXXXXXXXXXXXX	-0-
	OR			
14b	Profit and Risk Allowance.....	XXXXXXXXXXXX	XXXXXXXXXXXXXXX	-0-
15	Reduction (if any) Resulting from Operating Statement Attached.....	$ 4,718,860	$ 679,997	$ 5,398,857
	TOTALS.....			

*Delete inapplicable provision. Form 2330-A must be submitted when there is an identity of interest between Mortgagor and General Contractor and when a cost-plus contract is required in non-profit projects.

NOTE: This certificate must be supported by a certification as to actual cost by an independent Certified Public Accountant as required by Forms 3305 and 3305-A, or 3306 and 3306-A as the case may be.

The undersigned hereby certifies that, except as noted on the other side of thisform, ther has not been and is not now any identity of interest between mortgagor and general contractor and/or any sub-contractor, material supplier, or equipment lessors. It is further certified that, except as noted, there are not and have not been any such relationships between sponsor(s) of this project and general contractor and/or any sub-contractor, mater supplier, or equipment lessors.

All references to "Identity of Interest" herein are made in the context of the definition printed on the back of this form, which has been read by the undersigned.

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Centerdale Manor Associates
Mortgagor

BY: _____
Bernard Hodess, General Partner

DATE: April 8, 1983

HF-2330

Identity of interest between the mortgagor and/or sponsor as parties of the first part and general contractors, sub-contractors, material supplier or equipment lessors as parties of the second part will be construed as existing under any of the following conditions:

When there is any financial interest of the party of the first part in the party of the second part; when one or more of the officers, directors or stockholders of the party of the first part is also an officer, director or stockholder of the party of the second part; when any officer, director or stockholder of the party of the first part has any financial interest whatso ever in the party of the second part; when the party of the second part advances any funds to the party of the first part; when the party of the second part provides and pays on behalf of the party of the first part the cost of any architectural services or engineering services other than those of a surveyor, general superintendent or engineer employed by a general contractor in connection with his or its obligations under the construction contract; when the party of the second part takes stock or any interest in the party of the first part as part of the consideration to be paid them; when there exist or come into being any side deals, agreements, contracts or undertakings entered into or contemplated, thereby altering, amending or cancelling any of the required closing documents except as approved by the Corporation.

Exceptions to certification regarding identities of interest (if none, so state).

PARTIES OF THE FIRST PART

MORTGAGOR: Centerdale Manor Associates

GENERAL PARTNER: John L. Marshall, III

PARTIES OF THE SECOND PART

GENERAL CONTRACTOR: Marshall Contractors, Inc.

PRESIDENT: John L. Marshall, III

Date: April 8, 1983

Centerdale Manor Associates

Mortgagor

BY: _____

Bernard Hodess, General Partner

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MORTGAGOR: Centerdale Manor ... ociates
PROJECT NAME: Centerdale Mano.
PROJECT NUMBER: RI43-HO23-121
LOCATION: Smith Street, North Providence, Rhode Island

Item	Column A $ Paid in Cash	Column B $ To be paid in cash within 45 days after final endorsement	Column C $ TOTAL
11. Legal and organizational			
Edwards & Angel	$ 3,500	-	$ 3,500
James O'Leary	12,000	-	12,000
	$ 15,500		$ 15,500
13. Other Costs			
Land - Orland A. Andreoni	$ 221,400	-	$ 221,400
Development Fee - Orlando A. Andreoni	125,000	-	125,000
Bond premium - Rollins, Burdick, Hunter	21,300	-	21,300
Building permits	5,003	-	5,003
Preliminary testing			
All State Drilling	2,500	-	2,500
Caputo & Wick	1,102	-	1,102
Goldberg,Zoino & Associates	4,277	-	4,277
Guild Drilling	1,400	-	1,400
Jet Line	853	-	853
MCI-labor	1,954	-	1,954
Pezza & Sons	394	-	394
R.I. Analytical	1,076	-	1,076
	$ 386,259		$ 386,259

Touche Ross & Co.

April 6, 1983

CENTERDALE MANOR ASSOCIATES
Rumford, Rhode Island

We have examined Form 2330 of Centerdale Manor Associates related to the development of Centerdale Manor (RIHMFC Case No. RI 43-H023-121). Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying Form 2330 presents fairly the cost incurred, in the amount of $5,398,857 for the development of Centerdale Manor in conformity with generally accepted accounting principles and gives effect to the instructions issued by the Rhode Island Housing and Mortgage Finance Corporation for the recognition of such costs.

Amounts paid and to be paid are shown as of the close of business January 31, 1983.

We have no financial interest in Centerdale Manor Associates other than in the practice of our profession.

Touche Ross & Co.

Certified Public Accountants

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RHODE ISLAND HOUSING AND MORTGAGE FINANCE CORPORATION

Marshall Contractors Environmental Sol

40 Westminster Street/Suite 1700
Providence, Rhode Island 02903

CONSTRUCTION CONTRACT

THIS AGREEMENT, made the 16th day of March 19 82 by and between MARSHALL CONTRACTORS, INC. herinafter called the "Contractor"), and CENTERDALE MANOR ASSOCIATES, a Rhode Island limited partnership (hereinafter called the "Owner").

WITNESSETH, that the Contractor and the Owner, for the consideration herinafter set out, agree as follows:

ARTICLE 1 — Scope of Contract

A. The Contract between the parties is set forth in the "Contract Documents," which consist of this Agreement, the Drawings and Specifications, to which are attached the current edition of AIA Document A201, "General Conditions of the Contract for Construction," and FHA Form No. 2554, "Supplementary Conditions of the Contract for Construction." The provisions of this instrument and the said FHA Supplementary Conditions take precedence over all inconsistent provisions in the said AIA General Conditions. Any provision in said AIA General Conditions whereby the undersigned waive all rights against each other for damages caused by fire and other perils covered by insurance shall be inapplicable. This contract constitutes the entire agreement between the parties, and any previously existing contract concerning the work contemplated by the Contract Documents is hereby revoked.

B. The Contractor shall furnish all of the materials and perform all of the work (within the property lines) shown on, and in accordance with, the Drawings and Specifications entitled:
Project No: RI 43-H023-121 dated: March 10, 1982

C. The Drawings, which are described in Exhibit B hereto and the Specifications which are described in Exhibit C hereto, have been prepared by The Robinson Green Beretta Corporation. The Architect administering the construction Contract (hereinafter, and elsewhere in the Contract Documents, referred to as the "Architect") is The Robinson Green Beretta Corporation.

D. A master set of said Drawings and Specifications, identified by the parties hereto and by the Design Architect and the Supervisory Architect have been placed on file with the Rhode Island Housing & Mortgage Finance Corporation ("RIHMFC"), and shall govern in all matters which arise with respect to such Drawings and Specifications.

E. Changes in the Drawings and Specifications or any terms of the Contract Documents, or orders for extra work, or changes in altering or adding to or deleting from the work, which will result in any net construction cost change, or will change the design, may be effected only with the prior written approval of the Owner's Lender (more particularly identified below and hereinafter referred to as the "Lender") and under such conditions as the Lender may establish.

ARTICLE 2 — Time

A. The work to be performed under this Contract shall be commenced within five (5) days of this Agreement, and shall be substantially completed by March 16 19 83. The time by which the work shall be completed may be extended in accordance with the terms of the said AIA General Conditions only with the prior written approval of the Owner.

B. The Contractor shall correct any defects due to faulty materials or workmanship which appear within one year from the date of substantial completion as defined in paragraph D below.

C. If the work is not substantially completed in accordance with the Drawings and Specifications, including any authorized changes, by the date specified above, or by such date to which the contract time may be extended, the maximum sum stated in Article 3A (1) below shall be reduced by $ 2,404.80 as liquidated damages, for each calendar day of delay until the date of substantial completion.

D. The date of substantial completion shall be the date RIHMFC endorses the final Project Inspection Report (RIHMFC Form HF-30 "Permission to Occupy").

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ARTICLE 3 — Payments

A. (1) Subject to the provisions hereinafter set out, the Owner shall pay to the Contractor for the performance of this Contract the following amounts:

a. The actual cost of construction as defined in Article 10 below; plus

b. A fee of $ -0-

In no event, however, shall the total amount payable pursuant to this paragraph exceed $ 4,075,294.00 plus the amount by which $ 325,650.00 (the estimated mortgage interest during the Construction Period) exceeds the mortgage actual interest cost derived as a result of completion of construction prior to the date specified in Article 2A above, and provided further, that in no event shall the amount payable exceed the actual cost of construction. At the time of cost certification, if it is determined that the interest rate charged during the construction period was less than 12 %, the estimated mortgage interest set forth above shall be reduced accordingly.

(2) In addition to any fee provided for in Paragraph (1), the Owner shall pay to the Contractor the following:

(3) If upon completion the Contractor shall have received payments in excess of (a) the actual cost of construction, plus (b) the fee specified in Paragraph 1 plus the additional amount to be paid under the provisions of Paragraph (2) all such excess shall be refunded to the Owner.

B. Each month after the commencement of work hereunder, the Contractor shall make a monthly request for payment (in quadruplicate on Form No. 2448) by the Owner for work done during the preceding month. Each request for payment shall be filed at least 15 days before the date payment is desired. Subject to the approval of RIHMFC and the Owner, the Contractor shall be entitled to payment thereon in an amount equal to (1) the total value of classes of the work acceptable completed; plus (2) the value of materials and equipment not incorporated into the work, but delivered to and suitably stored at the site; less (3) 10% (percent) holdback and less prior payments. The "value" of both (1) and (2) shall be computed in accordance with the amounts assigned to classes of the work in the "Contractor's and/or Mortgagor's Cost Breakdown," attached hereto as Exhibit "A." The Contractor agrees that no materials or equipment required by the Specifications will be purchased under a conditional sale contract or with the use of any security agreement or other vendor's title or lien retention instrument.

C. The balance due the Contractor hereunder shall be payable after the work is fully completed, at the final closing of the construction loan from RIHMFC to the Owner, provided all of the following have occurred:

(1) All work hereunder requiring inspection by municipal or other governmental authorities having jurisdiction has been inspected and approved by such authorities and by the rating or inspection organization, bureau, association or office having jurisdiction;

(2) All certificates of occupancy, or other approvals, with respect to all units of the Project have been issued by state or local governmental authorities having jurisdiction;

(3) Permissions to occupy all units of the Project have been issued by RIHMFC; and

(4) The provisions of Article 10 hereof have been satisfied.

D. With its final application for payment by the Owner, the Contractor shall disclose on a form prescribed by RIHMFC, all unpaid obligations contracted in connection with the work performed under this Contract. The Contractor agrees that within 45 days following receipt of final payment, it will pay such obligations in cash and furnish satisfactory evidence of such payment to the Owner.

ARTICLE 4 — Receipts & Releases of Liens

The Owner and/or RIHMFC may require the Contractor to attach to each request for payment its acknowledgement of payment and all subcontractors' and materialmen's acknowledgements of payment for work done and materials, equipment and fixtures furnished through the date covered by the previous payment. Concurrently with the final payment, the Owner may require the Contractor to execute a waiver or release of lien for all work performed and materials furnished hereunder, and may require the Contractor to obtain similar waivers or releases from all subcontractors and materialmen.

ARTICLE 5 — Requirements of Contractor

A. The Contractor shall furnish, at its own expense, all building and other permits, licenses, tools, equipment and temporary structures necessary for the construction of the project. The Contractor shall give all required notices and shall comply with all applicable codes, laws, ordinances, rules and regulations, and protective covenants, and with the current regulations of the National Board of Fire Underwriters, wherever applicable. The Contractor further shall comply with the provisions of the MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION of the Associated General Contractors of America. The Contractor shall immediately notify RIHMFC of the delivery of all permits, licenses, certificates of inspection, certificates of occupancy, and any other such certificates and instruments required by law, regardless of to whom issued, and shall cause them to be displayed to the RIHMFC upon its request.

B. If the Contractor observes that the Drawings and Specifications are at variance with any applicable codes, laws, ordinances, rules or regulations or protective covenants, it shall promptly notify the Architect in writing, and any necessary changes shall be made as provided in this Contract for changes in the Drawings and Specifications. If the contractor performs any work knowing it to be contrary to such codes, laws, ordinances, rules or regulations or protective covenants, without giving such notice to the Architect, it shall bear all costs arising therefrom to effect correction and elimination of the variance.

C. Upon completion of construction, the Contractor shall furnish to the Owner a survey showing the location of the site of all improvements constructed thereon, and showing the location of all water, sewer, gas and electric lines and mains, and of all existing utility easements. Such survey shall be prepared by a licensed surveyor who shall certify that the work is installed and erected entirely upon the land covered by the Mortgage and within any building restriction lines on said land, and does not overhang or otherwise encroach upon any easement or right-of-way of others. In addition, if the Owner shall so require, the Contractor shall furnish a survey with each application for payment for any improvements, including structures and utilities, not theretofore located on a survey.

D. The Contractor shall assume full responsibility for the maintenance of all landscaping which may be required by the Drawings and Specifications until such time as both parties to this Contract shall receive written notice from RIHMFC that such landscaping has been finally completed. The Owner hereby agrees to make available to the Contractor, for such purpose, without cost to the latter, such facilities as water, hose and sprinkler.

ARTICLE 6 — Assurance of Completion

The Contractor shall furnish to the Owner assurance of completion of the work in the form of dual obligee Performance and Payment Bonds equal to 100% of the contract price. Such assurance of completion shall run to the Owner and RIHMFC as obligees.

ARTICLE 7 — Waiver of Lien or Claim

The Contractor shall file no mechanic's or materialman's lien or notice of intent or lis pendens or maintain any claim against the Owner's real estate or improvements for or on account of any work done, labor performed or materials furnished under this Contract. Violation of this covenant shall be deemed a "substantial violation of the Contract Documents" and shall give rise to a right of termination by the Owner, as provided in the General Conditions.

ARTICLE 8 — Right of Entry

RIHMFC and its agents or assigns, at all times during construction, have the right of entry and free access to the project and the right to inspect all work done and materials, equipment and fixtures furnished, installed or stored in and about the project. For such purpose, the Contractor shall furnish such enclosed working space as RIHMFC may require and find acceptable as to location, size, accomodations and furnishings.

ARTICLE 9 — Assignments, Subcontracts and Termination

A. This Contract shall not be assignable by either party without the prior written consent of the other party and RIHMFC, except that the Owner may assign the Contract, or any rights thereunder to RIHMFC.

B. The Contractor shall not subcontract all of the work to be performed hereunder without the prior written consent of the Owner and RIHMFC.

C. Upon request by the Owner or RIHMFC, the Contractor shall disclose the names of all persons with whom it has contracted or will contract with respect to work to be done and materials and equipment to be furnished hereunder.

D. The Contractor understands that the work under this contract is to be financed by a construction loan to be secured by a mortgage, and that the terms of said loan are set forth in a Construction Loan Agreement between the Owner as Borrower and RIHMFC as Lender. The Contractor further understands that said Construction Loan Agreement provides that, in the event of the failure of the Owner to perform its obligations to the Lender thereunder, the Lender may, as attorney-in-fact for the Owner, undertake the completion of the Project in accordance with this contract, or may require the sureties under the Surety Agreement attached to said Construction Loan Agreement to undertake said completion. In the event the Lender elects not to undertake such completion, or to direct said sureties to undertake such completion, the Contractor's obligations under this contract shall terminate.

ARTICLE 10 — Certification of Actual Cost

A. The "actual cost of construction," as used in ARTICLE 3 above, shall include all items of the cost and expense incurred by the Contractor in the performance of this Contract, including costs and expenses of labor, materials for construction, equipment and fixtures, field engineering, sales taxes, Workmen's Compensation Insurance, Social Security, public liability insurance, job overhead and all other expenses directly connected with construction, and including general overhead expenses, but excluding kick-backs, rebates or discounts received or receivable in connection with the construction of the project, and excluding any return on or cost of the Contractor's working capital, such return on or cost of working capital being a part of or to be paid from the Contractor's fee or profit.

B. The Contractor shall keep accurate records of account of the said actual cost of construction, and shall, upon demand, make such records and invoices, receipts, subcontracts and other information pertaining to the construction of the Project available for inspection by the Owner and RIHMFC.

C. With its final application for payment, the Contractor shall furnish to the Owner a completed "Contractor's Certificate of Actual Cost," which shall be accompanied and supported by an independent public accountant's certificate as to actual cost (in form acceptable to RIHMFC).

D. The Contractor shall include in all subcontracts, equipment leases and purchase orders, a provision requiring the subcontractor, equipment lessor or supplier to certify its costs incurred in connection with the project, in the event RIHMFC determines there is an identity of interest between either the Owner or the Contractor and any such subcontractor, equipment lessor or supplier.

ARTICLE 11 — Subcontracting

The Contractor shall not subcontract more than 50% of the work hereunder to any one subcontractor nor more than 75% of the work hereunder to three or less subcontractors. PROVIDED THAT: for the purpose of this Article, the term "subcontractor" shall include material suppliers and equipment lessors, and that any two or more subcontractors having an identity of interest or common ownership shall be considered as one subcontractor.

PROVIDED FURTHER that identity of interest subcontracts may be approved if:

a. Approval by RIHMFC is obtained either prior to execution of the subcontracts or commencement of the work, whichever first occurs. There must be a separate subcontract for each trade. The subcontract must clearly identify the work to be done either specifically or by reference to the general maximum price. The amount of fee should be for general overhead and profit combined, and no itemization of general overhead for subcontractors need be involved:

b. The subcontractor has demonstrated experience and capability in the specific field covered:

c. The subcontracts are no higher than the best prices which could be obtained from outside sources, where outside sources are available. Where not available, the price must not exceed that which is considered reasonable under the circumstances. (The price would be judged as if the builder performed the work for his own account without formal subcontract and a reasonable fee was added)

ARTICLE 12 — Savings

In the event that the Contractor shall have a cost overrun in any item under this contract including the total cost as specified in Article 3A(1), and the project shall be completed at an earlier date than specified in the contract, the Contractor shall be permitted to offset such cost overrun by any savings to the Owner as a result of earlier completion which are set forth in the carrying charges.

ARTICLE 13 — Arbitration

The Contractor and the Owner recognize the rights of each to submit to arbitration claims, disputes and other matters arising out of any of the Contract Documents, pursuant to the arbitration provisions set forth in the "General Conditions of the Contract for Construction" which is part of the Contract Documents.

ARTICLE 14 — Affirmative Action

Attached hereto and incorporated by reference herein and made a part hereof are the: (a) Rider to Contract of even date herewith; and (b) A copy of the Affirmative Action Program Agreement dated February 23 19 82, between the RIHMFC and the Owner.

IN WITNESS WHEREOF: the parties hereto have executed this agreement the day and year first above written.

ATTEST:

ATTEST: James A. D'Arezzo
as to both

Owner: Centerdale Manor Associates

By: John L. Marshall III
a General Partner

Contractor: Marshall Contractors, Inc.

By:

Its: Vice Pres. - Purchasing

EXHIBITS:

A. Construction Cost Breakdown — Form 2328
B. Schedule of Drawings
C. Schedule of Specifications
D. Addenda to Specifications
E. Rider to Construction Contract
F. Affirmative Action Program Agreement

RHODE ISLAND HOUSING
AND
MORTGAGE FINANCE CORPORATION

FORM NO. 2328
Rev. 1/78

CONTRACTOR'S and/or MORTGAGOR'S COST BREAKDOWN
(SCHEDULES OF VALUES)

Date: February 16, 1982
Sponsor: R.I.H.M.F.C.
Project No.: R.I. 43-H023-
Building Identification:
Name of Project: Centerdale Manor
Location: Smith Street, Providence, R.I.

This form represents the Contractors and/or Mortgagors firm costs and services as a basis for disbursing dollar amounts when insure are requested. Detailed instructions for completing this form are included on the reverse side.

LINE	DIV	TRADE ITEM	COST	TRADE DESCRIPTION
1	3	Concrete	480,868	Conc.ftg.fdn walls, SOG,precast plank,sta
2	4	Masonry	484,050	Brick, block, reinf. grout, cleaning, ins
3	5	Metals	58,220	Struct. Steel, stiars, misc. lgt. iron
4	6	Rough Carpentry	41,458	Bloacking @ window, roof, bath, drapes, r
5	6	Finish Carpentry	110,521	L&M to set shelves, hand rails, window tr
6	7	Waterproofing	12,990	L&M caulking and sealouts C
7	7	~~XXXXXX~~ Gyp Topping	29,300	Topping on precast plank
8	7	Roofing	43,700	All roofing and flashing
9	7	Sheet Metal		
10	8	Doors	132,532	L&M for all doors, frames and hardware
11	8	Windows	70,259	All windows, alum, entrances, glass & gla
12	8	Glass		
13	9	Lath & Plaster		
14	9	Drywall	552,253	L&M for drywall, insulation, Dryvit, fire
15	9	Tile Work	14,870	Ceramic tile work
16	9	Acoustical		Included in drywall
17	9	~~XXX~~ Flooring - Fritz	3,370	L&M for Fritz tile floor
18	9	Resilient Flooring	32,400	L&M for VAT
19	9	Painting & Decorating	70,130	Painting and VWC
20	10	Specialties	38,172	Toilet accessories,Partitions,L&M signs,lo Ma
21	11	Special Equipment	10,990	Trash compactor and chute
22	11	Cabinets	86,094	Furnish kitchen cabinets & vanities-Set ur
23	11	Appliances	70,790	L&M AC sleeves, ranges, refrigerators, ran
24	12	Blinds & Shades, Artwork	11,990	L&M blinds, shades, drapery tracks
25	12	Carpets	65,130	L&M for carpeting
26	13	Special Construction - Piles	96,800	L&M for concrete piles
27	14	Elevators	121,000	L&M for elevators
28	15	Plumbing & Hot Water	241,700	L&M for plumbing, hot water, gas
29	15	Heat & Ventilation	219,733	L&M for H V A C
30	15	~~XXXXXXXXX~~ Fire Prot.	106,000	L&M for full sprinkler system
31	16	Electrical	341,430	L&M for all electrical work
32		SUBTOTAL (Structures)	3,546,750	
33		Accessory Structures		
34		TOTAL (lines 32 & 33)		
35	2	Earth Work	133,590	Site excavation, building excavation & bac
36	2	Site Utilities	73,362	Sewer,water,gas,storm,interior mechanicals
37	2	Roads & Walks	49,082	Roads, curbs, gravel base
38	2	Site Improvements	15,033	Walks, patio, loading dock, exterior pads
39	2	Lawns & Planting	23,900	Loam, seed and planting
40	2	Unusual Site Condition		
41		TOTAL LAND IMPRVTS.	294,967	
42		TOT. STRUCT. & LAND IMPRVTS.	3,841,717	
43	1	GENERAL REQUIREMENTS	153,669	
44		SUBTOTAL (Lines 41 and 42)	3,995,386	
45		BUILDER'S OVERHEAD	79,908	
46		BUILDER'S PROFIT	4,075,294	
47		SUBTOTAL (Lines 44 thru 46)		
48				
49		OTHER FEES		
50		BOND PREMIUM	21,300	
51		TOTAL FOR ALL IMPROVEMENTS		
52		Builder's Profit paid by means other than cash		
		TOTAL FOR ALL IMPROVEMENTS LESS LINE 52	4,096,594	

NONRESIDENTIAL AND SPECIAL EXTERIOR LAND IMPROVEMENT *(costs included in trade item breakdown)*

DESCRIPTION	EST. COST
TOTAL $	
OTHER FEES	
TOTAL $	

OFFSITE COSTS *(costs not included in trade item br*

DESCRIPTION	ES
TOTAL $	

DEMOLITION *(costs not included in trade item bre*

DESCRIPTION	ES
TOTAL $	

Mortgagor: Centerdale Manor Assoc. By: [signature] Date: February 16, 1
Contractor: Marshall Contractors Inc By: Manuel F. Rabbitt V.P. Date: February 16, 1
RIHMFC By: William Lindsay Date: March 16, 1982
CHIEF DEVELOPMENT [illegible]

EXHIBIT B

to Construction Contract between
Marshall Contractors, Inc. and
Centerdale Manor Associates

DRAWINGS

R.I. Project No. RI 43-H023-121

Drawings entitled "CENTERDALE MANOR 123 UNIT ELDERLY HOUSING NORTH PROVIDENCE, RHODE ISLAND RIHMFC PROJECT NO.: RI 43-H023-121 ARCHITECT: THE ROBINSON GREEN BERETTA CORPORATION OWNER: CENTERDALE MANOR ASSOCIATES CONTRACTOR: MARSHALL CONTRACTORS, INC." prepared by The Robinson Green Beretta Corporation consisting of a cover sheet and forty-one (41) sheets; all bearing an issue date of March 10, 1982.

L-1	STANDARD SYMBOLS STANDARDS ABBREVIATIONS
C-1	SURVEY
C-2	LAYOUT PLAN
C-3	SITE & GRADING PLAN
C-4	UTILITY PLAN
C-5	DETAILS
C-6	DETAILS
C-7	DETAILS
C-8	LANDSCAPE PLAN & DETAILS
A-1	FIRST FLOOR PLAN WALL TYPES FINISH SCHEDULE
A-2	SECOND FLOOR PLAN (3RD THRU 8TH) ROOF PLAN ROOF DETAILS
A-3	TYPICAL ONE BEDROOM UNIT PLANS INTERIOR ELEVATIONS
A-4	TYPICAL TWO BEDROOM UNIT PLAN INTERIOR ELEVATIONS, SECTIONS & DETAILS UNIT TABULATIONS
A-5	DOOR SCHEDULE DOOR TYPES HEAD CONDITIONS JAMB CONDITIONS THRESHOLD CONDITIONS REFLECTED CEILING PLANS INTER. ELEVS. DETAILS
A-6	EAST ELEVATION WEST ELEVATION
A-7	NORTH ELEVATION SOUTH ELEVATION BLDG. SECTIONS WINDOW SCHEDULE DETAILS
A-8	EXTERIOR WALL SECTIONS STAIR SECTION & DETAILS
A-9	EXTERIOR DETAILS
A-10	EXTERIOR DETAILS
A-11	EXTERIOR DETAILS
S-1	FOUNDATION PLAN AND DETAILS
S-1A	BORING LOCATION & EARTHWORK SECTIONS
S-2	SECOND FLOOR PLAN & DETAILS
S-3	TYPICAL 3RD THRU8TH FLOOR PLAN, & DETAILS
S-4	ROOF PLAN
S-5	GENERAL NOTES TYPICAL DETAILS REINFORCED CORE DETAILS
P-1	FIRST FLOOR PLANS WASTE, WATER, GAS DETAILS GENERAL NOTES SCHEDULES

EXHIBIT B (cont'd.)

P-2	½" LAYOUTS 2-8 FLOOR PLANS WASTE & WATER DETAILS
P-3	RISER DIAGRAMS DETAILS WATER RISER CHART.
P-4	FIRE PROTECTION FIRST FLOOR PLAN SECOND THRU EIGHTH FLOOR PLAN DETAILS
H-1	1ST THRU 7TH FLOOR PLAN
H-2	8TH FLOOR PLAN AND ROOF
H-3	BOILER ROOM PLAN BOILER SCHEMATIC DETAILS
H-4	INDIVIDUAL UNIT FLOOR PLANS
H-5	SCHEDULES AND DETAILS
E-1	FIRST THRU EIGHTH FL'RS ELECTRICAL
E-2	ONE BEDROOM LAYOUT
E-3	TWO BEDROOM LAYOUT SCHEMATIC
E-4	ELECTRICAL SCHEMATICS
E-5	DISTRIBUTION SCHEMATICS
E-6	NOTES LEGEND SCHEDULES

EXHIBIT C

to Construction Contract between
Marshall Contractors, Inc.
and Centerdale Manor Associates

SPECIFICATONS

R.I. Project No. RI 43-H023-121

Specifications set forth in that certain manual entitled "PROJECT MANUAL CENTERDALE MANOR NORTH PROVIDENCE, RHODE ISLAND THE ROBINSON GREEN BERETTA CORPORATION ARCHITECTS 1982", and consisting of (i) AIA Document A201 entitled "General Conditions of the Contract for Construction" August, 1976 Edition; (ii) supplementary conditions consisting of three (3) pages entitled "SUPPLEMENTARY CONDITIONS"; (iii) FHA Form No. 2554 Rev. April 74 entitled "SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION": (iv) the pages set forth in the "PROJECT MANUAL INDEX CENTERDALE MANOR" a copy of which is attached hereto as Exhibit C-1, for Division 1 through Division 16, both inclusive; and (v) addendum number 1 consisting of thirty-four (34) pages entitled "ADDENDUM NO. 1 CENTERDALE MANOR and dated March 8, 1982.

CONTRACT DOCUMENTS

GENERAL CONDITIONS
SUPPLEMENTARY CONDITIONS
FHA FORM NO. 2554

TECHNICAL SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01010	Summary of the Work
01020	Allowances
01200	Project Meetings
01300	Submittals
01400	Quality Control
01500	Construction Facilities and Temporary Controls
01700	Contract Closeout

DIVISION 2 - SITE WORK

02010	Subsurface Investigation
02110	Site Clearing
02200	Earthwork
02270	Slope Protection and Erosion Control
02364	Concrete-Filled Steel Shell Piling
02440	Site Improvements
02480	Landscape Work
02513	Asphalt Concrete Paving
02900	Site Utilities
02910	Water Distribution

DIVISION 3 - CONCRETE

03010	Concrete Work
03320	Concrete Floor Toppings
03421	Precast Prestressed Hollow Slab Units

DIVISION 4 - MASONRY

04200	Unit Masonry Work

DIVISION 5 - METALS

05210	Steel Joists
05300	Metal Decking
05500	Metal Fabrications
05513	Steel Stair Systems
05520	Handrails and Railings

DIVISION 6 - WOOD AND PLASTICS

06100	General Carpentry
06400	Architectural Woodwork

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07140	Metal-Oxide Waterproofing
07200	Insulation
07215	Sprayed-On Insulation
07530	Flexible Sheet Roofing System
07600	Flashing and Sheet Metal
07800	Roof Accessories
07900	Joint Sealers

DIVISION 8 - DOORS AND WINDOWS

08100	Steel Doors and Frames
08210	Wood Doors
08300	Special Doors
08305	Access Doors
08330	Overhead Coiling Doors
08410	Aluminum Entrances and Storefronts
08520	Aluminum Windows
08700	Builders' Hardware
08730	Door Accessories
08800	Glass and Glazing

DIVISION 9 - FINISHES

09110	Metal Stud Systems
09200	Lath and Plaster
09250	Gypsum Drywall
09262	Gypsum Sheathing
09300	Tile
09510	Acoustical Ceilings
09650	Resilient Flooring
09680	Carpeting
09720	Epoxy-Aggregate Flooring
09900	Painting
09950	Wall Coverings

DIVISION 10 - SPECIALTIES

10160	Toilet Partitions
10200	Louvers and Vents
10440	Specialty Signs
10550	Postal Specialties
10800	Toilet Accessories
10900	Wardrobe Specialties

DIVISION 11 - EQUIPMENT

11160	Loading Dock Equipment
11170	Waste Handling Equipment
11450	Residential Equipment

DIVISION 12 - FURNISHINGS

12390	Kitchen Cabinets
12501	Drapery and Curtain Hardware
12513	Shades
12670	Entrance Mats

DIVISION 13 - SPECIAL CONSTRUCTION

NONE IN THIS PROJECT.

DIVISION 14 - CONVEYING SYSTEMS

14100	Electric Elevator

DIVISION 15 - MECHANICAL

15100	Interior Plumbing Systems
15200	Heating, Ventilating and Air Conditioning

DIVISION 16 - ELECTRICAL

16100	Electrical

This Addendum forms a part of the Contract Documents and modifies the Drawings and Project Manual as hereinafter indicated.

PROJECT MANUAL

1. PROJECT MANUAL INDEX

   A. Delete "02364 - Concrete-Filled Steel Shell Piling" and insert: "Cast-In-Place Concrete Piles (Interpiles)" and "Pile Load Test".

   B. Insert "Section 10520 - Portable Fire Extinguishers", issued as part of this Addendum.

   C. Delete "14100 - Electric Elevator" and insert: "14200 - Hydraulic Elevator".

2. FHA FORM NO. 2554

   A. Following last page, insert attached "Wage Rates".

3. SECTION 02364 - CONCRETE-FILLED STEEL SHELL PILING

   A. Delete the Section and insert the attached new sections entitled "Cast-In-Place Concrete Piles (Interpiles)" and "Pile Load Test".

4. SECTION 02910 - WATER DISTRIBUTION

   A. Page 2, line 16; insert: "Underground post indicator valve to be Nibco M609-NIP-1-8, with electronic supervision with switch similar to type specified in Section 15100."

   B. Page 2, line 25; insert: "In meter pit, provide chains and lock on all gate valves with three (3) sets of keys, as required by Local Fire Department."

5. SECTION 06400 - ARCHITECTURAL WOODWORK

   A. Page 3, line 24; insert: "Bulletin Board: Provide 4'-0" x 4'-0" bulletin board with wood frame. Color of tack surface as selected."

6. SECTION 09510 - ACOUSTICAL CEILINGS

   A. Page 2, line 16; insert: "Option: Provide 24" x 48" acoustic panels in lieu of 24" x 24"."

7. SECTION 10520 - PORTABLE FIRE EXTINGUISHERS

   A. Insert the attached section, issued as part of this Addendum.

8. SECTION 10900 - WARDROBE SPECIALTIES

   A. Page 1, line 40; change 1'-6" to 16".

   B. Page 1, line 41; insert: "Option: In lieu of wood pantry door shelves shown, provide "adjustable door/wall rack" with required number of shelves."

9. SECTION 14100 - ELECTRIC ELEVATOR

   A. Delete the Section and insert the attached new section "14200 - Hydraulic Elevator".

10. SECTION 15100 - INTERIOR PLUMBING SYSTEMS

   A. Page 1, line 21; delete.

   B. Page 1, line 44; insert: "including all charges and work in the meter pit."

   C. Page 1, line 48; add: "Painting of piping."

   D. Page 3, line 08; change J.R. Smith 4890 to Josam 58614-10".

   E. Page 4, lines 27-32; delete.

   F. Page 4, line 43; change #626 to #726.

   G. Page 4, line 48; change #S-123 to #S-113.

000063

H. Page 5, line 01; following "Nibco" add: "or Rockwell #143, plug cock."

I. Page 5, line 08; delete.

J. Page 5, line 18; add: "and on cold water risers".

K. Page 5, line 34; add: "Provide 2" insulation on hot water storage tank, and finish with loose glass fiber. Finish with hand finish topped with canvas cloth. Total thickness to be 2-1/2"."

L. Page 5, line 35; change "sink" to read: "Kitchen sinks and handicapped lavatories."

M. Page 5, line 48; add:

"Type "C": Josam Series No. 32124, all cast iron with sediment bucket, double drainage flange, inside caulk connection, and heavy-duty loose set grate.

Type "D": Josam Series 30000-6 AJ cast iron body, inside caulk, 6" diameter adjustable nickel bronze strainer, flashing collar, double drainage flange, and internal backwater valve."

N. Page 5, lines 60-61; delete remainder of sentence following "(Thermo-Pak)".

O. Page 6, line 01; change first sentence to read: "Each shell shall be lined with a phenolic lining."

P. Page 6, line 29; add: "Provide two cradles, shipped loose, mounted on a concrete pad."

Q. Page 6, line 37; change "recirculating piping" to "tank".

R. Page 6, line 38; change 110° to 120°-140°.

S. Page 7, line 20; delete "chrome".

T. Page 7, line 29; following "Standard" insert: "Briggs".

U. Page 7, line 53; change "K-3537-Barlow" to "Conserver #6340 back outlet".

V. Page 7, line 65; change "K-4268-ET" to "Viscount #7785, 18" high".

W. Page 7, line 74; add: "or R-1912 rough brass angle with escutcheons".

X. Page 8, line 01; add: "or PVC with cleanout".

Y. Page 8, line 05; change "K-2022 20" x 18" Greenwich" to "Milton #6610".

Z. Page 8, line 06; delete "Same as P-4" and add: "K-7401-T, modified with 4" wrist handles".

AA. Page 8, line 09; add: "or chrome plated "P" trap, 17 gauge with C.O. and escutcheon."

BB. Page 8, line 14; change "K-12534 Morningside" to "Grace #6645".

CC. Page 8, line 26; delete and insert "Rockwell #16-715 PVC".

DD. Page 8, line 36; add: "or PVC with cleanout".

EE. Page 8, line 37; change "K-6895" to "K-11925 with spray".

FF. Page 8, line 38; add: "or R-1912-1/2 rough brass angle stop and supply with escutcheons".

GG. Page 8, line 46; delete "faucet".

HH. Page 8, line 48; add: "Faucet: #K-6895 Centura with spray hose."

II. Page 8, line 65; change 22 x 17 to 19 x 19.

JJ. Page 9, line 13; change "WC7A" to "BFC7FS".

KK. Page 9, line 39; change "Flash arrestor" to "Standard vent protector cap".

000064

LL. Page 9, line 47; change "Midget Model Liquidometer" to "Preferred Manual Tank Gauge Model #TG-HP-5".

MM. Page 9, line 48; change "Orangeburg" to "PVC".

NN. Page 9, line 52; add: "Muffler and flexible connections supplied by others."

OO. Page 13, line 40; change "at PIV" to "5'-0"".

PP. Page 13, line 47; delete "Factory Mutual".

QQ. Page 13, line 48; delete "and FM".

RR. Page 13, line 62; change "Before PIV valve from street" to "More than 5'-0" from building".

SS. Page 14, line 37; following "shown" insert: "on approved sprinkler shop drawings".

TT. Page 14, line 48; delete "Factory Mutual Insurance Company".

UU. Page 15, lines 28-29, delete all following "and 20".

VV. Page 15, line 31; change 4" to 2".

WW. Page 15, lines 38-39; delete.

XX. Page 15, line 60; change "chrome" to "brass".

YY. Page 15, line 72; change to read: "2-1/" rough brass fire line angle valve with 2-1/2" x 1-1/2" reducer and cap and chains and caps."

ZZ. Page 16, line 02; following "O.S.&Y" add: "or Butterfly Control Valve".

AAA. Page 16, line 09; add: "or W-002-N6".

BBB. Page 16, lines 17-18; delete.

CCC. Page 16, line 28; add: "or special sidewall heads, if required."

DDD. Page 16, lines 34 and 49; delete.

EEE. Page 15, lines 41 and 46; delete " & FM".

FFF. Page 17, line 34; change 104 to 93.

GGG. Page 17, line 72; add: "Set at 150#" following "valve".

HHH. Page 18, lines 35-36; delete.

11. SECTION 15200 - HEATING, VENTILATING AND AIR CONDITIONING

A. Page 1, line 57; add: "Low voltage wiring and interlock wiring as per electrical specification, Division 16100; except boiler wiring is to be by this Section."

B. Page 1, line 63; add: "and sleeves".

C. Page 2, lines 22-24; delete and add: "Community Room - Heating and air conditioning shall be provided by incremental units with fresh air grilles and hot water heat and electric cooling. Units equipped with integral thermostats factory wired."

D. Page 3, line 59; add: "Concrete housekeeping pads for equipment to be by G.C."

E. Page 4, line 48; add: "Access for fire dampers by G.C. per notation on drawing."

F. Page 5, line 56; at the end of sentence add: "at exposed locations only."

G. Page 6, lines 09-12; delete.

H. Page 8, lines 47-49; delete.

I. Page 10, line 14; change T-123 to S-113.

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J. Page 10, line 16; add: "Gate valves on baseboard radiation to be bronze stop valves, Nibco #725."

K. Page 10, lines 34-35; delete and add: "Balancing and shut-off valves on baseboard radiation to be bronze stop valves, Nibco #725. Balancing cocks for equipment and piping shall be Fairbanks 4505-2 Perma-Set for sizes 1/2" through 2" and Rockwell Fig. 143 for sizes 2-1/2" and over".

L. Page 10, ine 60; add: "Trane, Sterling, Airtherm, Dunham-Bush, New England Valve Co., or Beacon-Morris."

M. Page 11, line 05; add: "Embassy, Argo, Webster, Sterling Kom-Pak".

N. Page 11, line 28; add: "Trane, Sterling, Airtherm, Dunham-Bush, New England Valve Co. or Beacon-Morris".

O. Page 11, line 32; add: "and Dunham-Bush" after "Sterling".

P. Page 11, lines 59-61; delete and add: "Breeching for boilers and hot water heaters shall be insulated with 1-1/2" thick flexible fiberglass board covered with ASJ finish."

Q. Page 12, lines 39-40; delete the words "equal to a Singer Type J" and ad: "Westinghouse or Singer".

R. Page 13, line 22; delete: "All control wiring and interlock wiring", and add: "boiler wiring".

S. Page 14, line 14; add: "or Thermo-Pak".

12. SECTION 16100 - ELECTRICAL

A. Page 3, line 04; delete "Mains to be thermal magnetic molded case circuit breakers." Insert: "Mains to be quick-make, quick-break fused switches."

B. Page 10, line 48, delete "elevator penthouse".

C. Page 10, line 49, delete "and two spares" and insert: "H & V-1", "REF-7 north corridor exhaust", "REF-8 south corridor exhaust", and two spares."

D. Page 12, line 42, delete "100 KW, 125 KVA, 347 ampere at 500 feet altitude, 85 degrees F., as Kohler Model #ROZ91 Series," and insert: "125 KW, 156.25 KVA, 434 ampere at 500 feet altitude, 85 degrees F. as Kohler Model #125 ROZ81 Series."

DRAWINGS

13. DRAWING A-1, SHEET 10 OF 41

A. Finish Schedule: Change materials on apartment kitchen and bath walls from "vinyl wall covering" to "paint".

14. DRAWING A-3, SHEET 12 OF 41

A. Elevations 1/A-3, 2/A-3, 3/A-3, 4/A-3 and 6/A-3: Delete references to vinyl wall covering and insert: paint.

15. DRAWING A-4, SHEET 13 OF 41

A. Elevations 1/A-4, 5/A-4, 6/A-4, 7/A-4, 8/A-4, 10/A-4 and 13/A-4: Delete references to vinyl wall covering and insert: paint.

16. DRAWING H-2, SHEET 32 OF 41

A. Delete "Air Vent and Purger Detail" as indicated for return main in 8th floor ceiling.

17. DRAWING H-3, SHEET 33 OF 41

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A. Typical Baseboard Radiation Detail: Delete reference to "gate valve" and "ball valve" and insert: "stop valve Nibco #725" for each.

B. Boiler Capacity, add to note: "boilers manufactured by Thermo-Pak acceptable."

C. Boiler Room Plan, add note: "Diameters on gas flue may be smaller or larger as per alternate boiler specifications and gas company requirements."

D. Boiler Piping Schematic: "Option: Delete the 4" 3-way mixing valve with the two thermometers, if internal compensated water system is recommended by voiler manufacturer."

E. Boiler Piping Schematic: "Option: 4" Taco multi-purpose valves may be substituted for the 4" check, gate and balancing valves on the discharge lines of both pumps."

F. Boiler Piping Schematic: Change supply and return drops to each boiler from 4" to 3". This will accommodate both the specified Laars boilers and the Thermo-Pak boilers. The headers will remain as 4" as shown.

18. DRAWING H-4, SHEET 34 OF 41

A. Typical 1 BR Unit and Typical 2 BR Unit: Delete reference to "ball valve" and insert: "stop valve Nibco #725".

19. DRAWING H-5, SHEET 35 OF 41

A. On Duct Risr Diagram R-7 typical for REF-7 and REF-8 fans, add note after smoke detector: "to be furnished and wired by Division 16 - Electrical".

20. DRAWING E-1, SHEET 36 OF 41

A. Floor Plans: At Elevator Machine Room (139), Electric Room (219) (should read 119), and Meter Centers located on 3rd, 5th and 7th floors; provide a smoke detector in lieu of fixed temperature thermodetector.

21. DRAWINGS E-2 AND E-3, SHEETS 37 AND 38 OF 41

A. Typical Unit Plans: At all apartment self-contained smoke detectors affix a label reading: "Local Smoke Only".

(THIS COMPLETES ADDENDUM NO. 1)

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CH 81-3042
Mod #1, #2, #3

SUPERSEDES DECISION

STATE: Rhode Island (COUNTIES: STATEWIDE)
DECISION NO.: R181-3042 DATE: DATE OF PUBLICATION
Supersedes Decision No. R181-2054 dated July 18, 1980 in 45 FR 48451.
DESCRIPTION OF WORK: Building (Including Residential), Heavy, Highway, and Marine Construction Projects

BUILDING CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments: H & W	Pensions	Vacation	Educational and/or Appr. Tng.
ASBESTOS WORKERS	13.10	1.41	1.63		.03
BOILERMAKERS	14.62	1.275	.10		
BRICKLAYERS; STONEMASONS:					
Cities, Towns or Townships of Charlestown, Hopkinton, Peace Dale, Richmond, South Kingstown, Wakefield, Westerly, Remainder of State	12.30	1.25	1.25		.02
CARPENTERS; MILLWRIGHTS; PILEDRIVERMEN & SOFT FLOOR LAYERS:	12.30	1.25	1.35		.02
Cities of Providence, Pawtucket, East Providence, Central Falls, Cranston, Warwick, Woonsocket, Towns of Barrington, Burrillville, Warren, Bristol, West Warwick, East Greenwich, West Greenwich, North Providence, Johnston, Cumberland, Lincoln, Smithfield, North Smithfield, Foster, Scituate, Gloucester, Coventry, North Kingstown, South Kingstown, Exeter, Narragansett, Westerly, & Charlestowns	11.00	.80	1.30		.05
Building	11.25	.80	1.50		.05
Millwrights	11.25	.80	1.50		.05
City of Newport, Towns of Middletown, Portsmouth, Jamestown, Tiverton, Little Compton, New Shoreham (Block Island), & Prudence Island	11.83	.85	1.00		.03
Carpenters, Soft Floor Layers	11.83	.85	1.00		.03

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DECISION NO. RI81-3042

	Basic Hourly Rates	Fringe Benefits Payments: H & W	Pensions	Vacation	Education and/or Appr. Tr.
CARPENTERS (CONT'D)					
Millwrights (except cities of Tiverton & Little Compton); Pile-drivermen	12.83	.85	1.00		.03
~~Millwrights (Cities of Tiverton & Little Compton)~~	~~13.15~~	~~.85~~	~~1.00~~		~~.10~~
CEMENT MASONS; PLASTERERS: ~~Woonsocket, Mt. Smithfield, Burrillville, Chepachet, Cumberland (N 1/3), & Lincoln~~	12.30	1.35	1.35		.02
~~Westerly, Hopkinton, South Kingstown, Charlestown, Richmond, Wakefield, & Peace Dale~~	~~12.30~~	~~1.35~~	~~1.35~~		~~.02~~
Remainder of State:					
Cement Masons	12.35	1.15	.75		
Plasterers	10.85	.90	.45		
ELECTRICIANS:					
~~Tiverton & Little Compton~~	~~11.30~~	~~.91~~	~~3%+1.00~~	~~.61~~	~~.11~~
~~Westerly Township~~	~~13.05~~	~~1.80~~	~~3%+1.60~~		~~.11~~
Remainder of State	13.85	.73	3%+2.05		.02
ELEVATOR CONSTRUCTORS	~~12.43~~	~~1.195~~	~~.98~~	~~a+b~~	~~.038~~
ELEVATOR CONSTRUCTORS' HELPERS	~~70%JR~~	~~1.195~~	~~.98~~	~~a+b~~	~~.038~~
GLAZIERS	11.03	.60	1.60		.01
IRONWORKERS:					
Ornamental; Reinforcing; & Structural	12.33	1.15	2.35		.05
LABORERS:					
Laborers; Carpenter Tenders; Cement Finisher Tenders; Mason Tenders; Scaffold/Erectors & Wrecking Laborers	10.55	.75	1.10		.10
Asphalt Rakers; Adzemen; Pipe-Trench Braces; Demolition Burners; Chain Saw Ops.; Tenor & Guard Rail Erectors; Setters of Metal Forms for Roadways; Pipelayers; Riprap & Dry Stonewall Builders; Highway Stone Spreaders; Pneumatic Tool Ops.; Mason Drill Ops.; Tree Trimmers; Barco Type Jumping Tampers; Mechanical Grinder Ops.; Plasterers' Tenders; Scaffold Builders; & Mortar Mixers	10.80	.75	1.10		.10
Pre-cast Floor and Roof Plank Erectors	11.05	.75	1.10		.10
Pumping Machine Operator	11.15	.75	1.10		.10
Air Track Ops.; Block Pavers; Rammers; & Curb Setters	11.30	.75	1.10		.10
Blasters; Powdermen	11.55	.75	1.00		.04
LATHERS:					
~~Newport Co. (Southern ½)~~	~~11.65~~	~~.70~~	~~1.00~~		~~.04~~
Remainder of State	10.19	.65	.85		.01
MARBLE SETTERS; TERRAZZO WORKERS; & TILE SETTERS	11.30	1.10	1.15		
MARBLE SETTERS' FINISHERS; TERRAZZO WORKERS FINISHERS; & TILE SETTERS' FINISHERS	10.00		1.99		
PAINTERS:					
~~Adamsville, Compton, Little Compton, North Tiverton, Sakonnet & Tiverton~~					
Brush; Tapers:					
New Construction	11.71	.82	1.40		.04
Repaint	9.96	.82	1.40		.04
~~Sandblasting; Spray Steel~~	~~12.71~~	~~.82~~	~~1.40~~		~~.04~~
Remainder of State:					
Brush; Roller; Tapers	11.65	.70	1.05		
Structural Steel; Steam-cleaning	11.90	.70	1.05		
Air Powder Brush Spray & Sand or Water Blasting	12.15	.70	1.05		

DECISION NO. RI81-3042

	Basic Hourly Rates	Fringe Benefits Payments: H & W	Pensions	Vacation	Education and/or Appr. Tr.
Stonewall Builders; Highway Stone Spreaders; Pneumatic Tool Ops.; Mason Drill Ops.; Tree Trimmers; Barco Type Jumping Tampers; Mechanical Grinder Ops.; Plasterers' Tenders; Scaffold Builders; & Mortar Mixers	10.80	.75	1.10		.10
Pre-cast Floor and Roof Plank Erectors	11.05	.75	1.10		.10
Pumping Machine Operator	11.15	.75	1.10		.10
Air Track Ops.; Block Pavers; Rammers; & Curb Setters	11.30	.75	1.10		.10
Blasters; Powdermen	11.55	.75	1.00		.04
LATHERS:					
~~Newport Co. (Southern ½)~~	~~11.65~~	~~.70~~	~~1.00~~		~~.04~~
Remainder of State	10.19	.65	.85		.01
MARBLE SETTERS; TERRAZZO WORKERS; & TILE SETTERS	11.30	1.10	1.15		
MARBLE SETTERS' FINISHERS; TERRAZZO WORKERS FINISHERS; & TILE SETTERS' FINISHERS	10.00		1.99		
PAINTERS:					
~~Adamsville, Compton, Little Compton, North Tiverton, Sakonnet & Tiverton~~					
Brush; Tapers:					
New Construction	11.71	.82	1.40		.04
Repaint	9.96	.82	1.40		.04
~~Sandblasting; Spray Steel~~	~~12.71~~	~~.82~~	~~1.40~~		~~.04~~
Remainder of State:					
Brush; Roller; Tapers	11.65	.70	1.05		
Structural Steel; Steam-cleaning	11.90	.70	1.05		
Air Powder Brush Spray & Sand or Water Blasting	12.15	.70	1.05		

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	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Apprentice
...ON NO. RI81-3013					
...RD, RICHI...					
...ol, Kent, & Providence	9.80	.61	.40	ord	.04
	13.30	1.03	2.85		.10
...ING					
...ISI					
...Hoor-Waterproofers	13.35	.75	.70		.12
..., Tile, Precast Con-					
...	13.35	.75	.70		.12
METAL WORKERS	11.28	.96	1.55		.01
PIPE FITTERS	14.81	.95	1.40		.07
...FITTERS	14.70	.83	2.78		

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DECISION NO. NI81-3042

BUILDING CONSTRUCTION

POWER EQUIPMENT OPERATORS

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Digging Machine; Hose Carriers; Cranes; Pile Drivers; Lighters; Locomotives; Derricks; Hoists; Pavers; and Front End Loaders 3 yds. and over	13.765	.95	1.30	.15	.15
Backhoes; Tractors; Scrapers and Rollers	13.34	.95	1.30	.15	.15
Bulldozers; Graders; Scrapers; Front-end Loaders, less than 3 yards	13.34	.95	1.30	.15	.15
Piling Type Backhoe	12.34	.95	1.30	.15	.15
Well-point Installation	12.11	.95	1.30	.15	.15
Gas or electric Driven Pumps; Heaters; Concrete Mixers; Concrete Pumps; Stone Crushers; Air Compressors; Welding Machines and Generators for Light Plants	12.415	.95	1.30	.15	.15
	12.69	.95	1.30	.15	.15
	10.59	.95	1.30	.15	.15

HOLIDAYS:

New Year's Day; A-Memorial Day; C-Independence Day; D-Labor Day; Thanksgiving Day; & F-Christmas Day.

NOTES:

7 paid holidays: A through F, plus Day after Thanksgiving.
Employer contributes 61 basic hourly rate for 5 years or more of service; 61 basic hourly rate for 6 months to 5 years of service as vacation pay credit.
9 paid holidays: A through F, plus V. J. Day; Columbus Day.
1 Veterans Day.
one year's seniority — one week's paid vacation; 2 years' seniority — 2 weeks' paid vacation.
7 paid holidays: A through F, plus Columbus Day provided employee has been employed 5 working days prior to the holiday and provided the employee works the scheduled work days immediately preceding and following the holiday.

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DECISION NO. R1B1-3042 - Mod. 11
(46 FR 43413 August 31, 1981)
Statewide, Rhode Island

Modification Page 25

Mod #11

CRAFTS	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
BUILDING CONSTRUCTION					
ELEVATOR CONSTRUCTORS	12.67	1.345	1.085	a+b	.035
ELEVATOR CONSTRUCTORS HELPER	9.37	1.345	1.085	a+b	.035
ELEVATOR CONSTRUCTORS HELPER PROBATIONARY	6.833	.962	1.60		.01
GLAZIERS	12.08				

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TRACK #2

Classes	Basic Hourly Rates	Fringe Benefits Payments: H & W	Pensions	Vacation	Education and/or Appr. Tr.
BUILDING CONSTRUCTION					
ROOFERS					
Composition, Damp & Waterproofers	13.00	1.40	.70		
Slate, Tile, Precast concrete	13.20	1.40	.70		
HEAVY & HIGHWAY CONSTRUCTION					
LABORERS					
Laborers, Carpenter, Cement Finisher Tenders & Wrecking Laborers	10.55	.80	1.10		.10
Asbestos, Asphalt Rakers, Barco-type Jumping Tampers, Chain Saw Ops., concrete & Power Buggy Ops., Concrete Saw Ops., Demolition Burners, Fence & Guard Rail Erectors, Highway Stone Spreaders, Mason Tenders, Mechanical Grinder Ops., Mortar Mixers, Pipelayers, Pipe Trench Shorers, Pneumatic Tool Ops., Riprap & Dry Stonewall Builders, Scaffold Erectors, Setters of Metal Forms for Roadways, Vacuum Drill Ops., Wood Chipper Ops.	10.80	.80	1.10		.10
Air track drill ops; Brick Pavers, Block Pavers, Rammers, Curb Setters	11.30	.80	1.10		.10
Blasters & Powdermen	11.55	.80	1.10		.10
Open Air Caisson, Underpinning and Shoring Crews					
Bottom man	12.03	.80	1.10		.10
Laborer, Top Man	11.30	.80	1.10		.10
Driller	12.17	.80	1.10		.10

DECISION NO. R181-3042 - Mod #2 (Cont'd)

Classes	Basic Hourly Rates	Fringe Benefits Payments: H & W	Pensions	Vacation	Education and/or Appr. Tr.
POWER EQUIPMENT OPERATORS WATER AND SEWERLINE PROJECTS, HIGHWAY CONSTRUCTION AND BRIDGE INCIDENTAL TO HIGHWAY CONSTRUCTION PROJECTS					
CLASS 1	13.0[illegible]	1.00	1.30		
CLASS 2	12.99[illegible]	1.00	1.30		
CLASS 3	12.87[illegible]	1.00	1.30		
CLASS 4	12.82[illegible]	1.00	1.30		
CLASS 5	12.33[illegible]	1.00	1.30		
CLASS 6	12.87[illegible]	1.00	1.30		
CLASS 7	12.44[illegible]	1.00	1.30		
CLASS 8	12.41[illegible]	1.00	1.30		
CLASS 9	10.44[illegible]	1.00	1.30		
CLASS 10	11.47[illegible]	1.00	1.30		
CLASS 11	11.77[illegible]	1.00	1.30		
CLASS 12	11.89[illegible]	1.00	1.30		
CLASS 13	11.67[illegible]	1.00	1.30		
CLASS 14	11.17[illegible]	1.00	1.30		

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RA 81-3042 Mod #3

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
DECISION NO. PA81-3091 MOD. NO. 1 (46 FR 63761 - December 28, 1981) Greene, Somerset & Potter Counties, Pennsylvania					
CHANGE:					
Carpenters: Somerset & Potter Counties	$12.65	4%	8%	10%	.11
Electricians: Greene & Somerset Counties	15.93	1.75	3%+1.00		.10
Line Construction: Greene & Somerset Counties					
Linemen	16.93	.60	3%		3/8%
Groundmen	10.15	.60	3%		3/8%
Winch truck op.	11.85	.60	3%		3/8%
DECISION NO. RI81-3042 - Mod. #3 (46 FR 43615 August 31 1981) Statewide, Rhode Island					
CHANGE:					
BUILDING CONSTRUCTION					
BOILERMAKERS	16.53	1.275	10%		.04
CARPENTERS Statewide					
Carpenters	13.00	.90	2.00		.03
Millwrights	13.15	.90	2.00		.03

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MODIFICATION PAGE 9

MODIFICATION PAGE 8

(October 30, 1981)

	Basic Hourly Rate	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Apprenticeship
CARPENTERS:					
Zone 1 LT	$13.44		1.00		.05
Zone 1	14.40	1.00			.01
BRICKLAYERS:					
Zone 1 -					
Class A	11.4975	39.50	a 51.00		
Class B	11.2475	39.50	a 51.00		
Zone 2 -					
Class A	10.6975	39.50	a 51.00		
Class B	10.4475	39.50	a 51.00		
TRUCK DRIVERS: (Underground)					
Zone 1 -					
Class 1	10.47	39.50	a 30.00		
Class 2	10.37	39.50	a 30.00		
Class 3	10.57	39.50	a 30.00		
Class 4	10.62	39.50	a 30.00		

FOOTNOTE:

a. Per week, [illegible]

DECISION NO. RI81-2041
MOD. NO. 8
(46 FR 34134 - July 8, 1981)
Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Franklin, Fulton, Greene, Huntingdon, Indiana, Jefferson, Mercer, Mifflin, Potter, Somerset, Venango, Warren, Washington & Westmoreland Counties, Pennsylvania

ADD:
IRONWORKERS:
Structural, Ornamental & Reinforcing
Zone 3

	Basic Hourly Rate	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Apprenticeship
	11.24	1.10	2.61		.07

AREA DEFINED BY IRONWORKERS ZONE

ZONE - 3 - Allegheny, Armstrong, Beaver, Butler, Cambria, Clinton, [illegible]

DECISION NO. RI81-3042 - MOD. 1
(46 FR 42619 - August 21, 1981)
STATEWIDE, RHODE ISLAND

ADD:
CARPENTERS, Residential (4 stories or less)

	Basic Hourly Rate	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Apprenticeship
	10.40	.90	2.00		.05

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CAST-IN-PLACE CONCRETE PILES (INTERPILES)

1.0 GENERAL

1.1 Intent

It is the intent of this section to provide completed 20-inch-diameter cast-in-place concrete piles to support a maximum design load of 75 tons each.

1.2 Qualifications

The Contractor shall be experienced in the installation of this type of pile and shall have performed installations on sites with similar soil conditions. He shall provide a competent and experienced foreman who shall be responsible for successfully carrying out the installation in conformance with these specifications. The Contractor shall be approved by the Engineer, however this approval shall in no way imply acceptance of responsibility by the Engineer for the Contractor's inability to perform the work.

1.3 Work Included

This item includes all labor, materials, equipment, appliances, transportation, services, and other items necessary to completely furnish and install all concrete piles and related work as shown on the Drawings and specified herein, including:

A. Driving the drive tube into the required bearing stratum using approved hammer and mandrel.

B. Furnishing and placing concrete in pile shaft during installation.

C. Furnishing and placing reinforcing steel within completed pile shafts as shown on the plans.

1.4 Subsurface Soil Data and Site Conditions

It is the obligation of the Contractor to visit the site, to verify all dimensions in the field, and to review logs of borings, jar soil samples, records of investigations, and other pertinent data, and to employ all other means at his disposal to familiarize himself completely with conditions existing at the site. At his expense, the Contractor should take whatever additional borings or explorations he deems necessary.

Logs of borings are appended hereto and are hereby made part of these specifications. Jar soil samples may be examined upon request to the Engineer.

All subsurface data provided are for general information and are offered for whatever value they may be. It is the Contractor's sole responsibility to make interpretations and draw conclusions with respect to the character of the materials to be encountered and their impact upon his work based on his expert knowledge of the area and of pile installation techniques. Neither the Owner nor the Engineer will assume responsibility for the accuracy of the data other than at the location and at the time the subsurface exploration was made.

The Contractor shall view the site to familiarize himself with surficial conditions, available access to pile locations, storage and staging areas, etc.

1.5 Standards

All work performed under this section shall conform to generally accepted engineering standards and shall be of highest quality workmanlike construction.

1.6 Layout and Records

A. Piles shall be located and staked by the Contractor, and the Contractor shall maintain all location stakes, established all elevations of all piles. Permanent bench marks have been established near the site, as shown on the Contract Drawings.

B. Full-time observation and logging of all pile installation operations will be provided by the Owner or his authorized representative. No pile shall be driven or filled with concrete except in the presence of the Owner or his authorized representative.

C. The Contractor shall employ, within his Contract Price, a licensed Registered Land Surveyor or a Registered Professional Engineer, familiar with this type of work, who shall establish lines, grades, and the accurate locations for all piles after installation. The Contractor shall be responsible for correct locations of piles.

D. The Contractor shall keep a record, independent of that which may be made by the Owner's representative, of all pertinent data relative to the installation of piles. This record

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shall be available for the Engineer's inspection, being transmitted to him as he directs. This record is to include for each pile:

1. Date and time of installation.
2. Total penetration of tip at termination of driving.
3. Cut-off elevation.
4. Location of each pile in relation to design location.

2.0 MATERIALS

2.1 Equipment

The pile shall be constructed using equipment which will provide a continuous concrete pile a minimum of twenty inches (20") in diameter. The plow point shall be composed of mild steel having a minimum diameter of twenty inches (20") and a minimum thickness of 3/4 inches. The plow point pusher (hereinafter termed "mandrel") shall have an outside diameter at least four inches (4") smaller than the plow point diameter, and shall be composed of steel having sufficient thickness to withstand driving stresses. The configuration and size and openings in the mandrel shall be sufficient to allow grout to be supplied continuously to the full diameter of the pile, yet shall not weaken the pile section during driving.

Prior to the initiation of work, the Contractor shall furnish to the Engineer sufficient data on the concrete hopper such that the Engineer may determine by field measurement the quantity of grout within the hopper at any point in time. A suitable staff gage or other measuring device will be required such that the Engineer's representative can determine the amount of grout being supplied to the pile at all times during installation.

Piles shall be driven with a single or double acting steam, air or diesel hammer in first class operating condition. The type of equipment and the energy of the hammer to be used shall be determined by the piling Contractor with the approval of the Engineer. Swinging leads will be permitted for driving the piling if the Contractor can demonstrate to the Engineer that the pile can be installed within the tolerances specified herein.

Capblocks shall be of the proper size, dimension and type to fit the hammer and driving conditions.

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2.2 Concrete

The concrete grout for the Interpile Cast-In-Place Concrete Pile shall have a minimum compressive strength of 3000 psi in 28 days. It shall be composed of Type I cement, sand, water, flyash, and an approved fluidifier. The pile Contractor shall submit mix designs to the Engineer for his review and approval. The flow of the grout shall be checked and recorded prior to filling the hopper for each pile.

2.3 Steel Reinforcements

Steel reinforcements,as required by the Contract Drawings, shall be made of new billet steel, intermediate grade, complying with ASTM Specification A-615 Grade 60, or as shown on the Drawings.

3.0 EXECUTION

3.1 Driving

The plow point and mandrel shall be driven in the designated locations using an approved hammer, cushion,and capblock assembly as previously outlined.

Driving shall be continuous insofar as practicable over the entire pile length, but in all cases over the final ten percent (10%) of the pile length. Prior to and during driving, the concrete hopper shall be filled with a sufficient quantity of concrete grout such that a head of grout is maintained above the ground surface at all times. The quantity of grout supplied to the hopper shall be measureable by the Engineer.

The plow point and mandrel shall be driven,as a minimum requirement,into the medium dense sand layer underlying the site, and completely through any overlying fills and/or loose sands. Based upon a minimum rated hammer energy of 19,000 ft. lbs., the final driving criteria for initial piles shall not be less than six (6) blows per inch of penetration or to a total depth of forty (40) feet, whichever occurs at a higher elevation. The final driving criteria will be re-evaluated based on the results of the pile load test(s).

The mandrel shall be marked in one foot (1') increments over the entire length to allow the Engineer to record driving resistance with depth. An appropriate visible means of determining final driving resistance will be provided by the Contractor and shall include accurate inch markings on the mandrel or a calibrated stick and a fixed reference line. Final driving resistance will not be determined from markings on leads or other movable objects.

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3.2 Concreting

Concreting shall be performed concurrently with driving as previously outlined, and a constant head of concrete grout shall be maintained within the hopper at all times.

3.3 Reinforcement

If required, the shaft shall be reinforced as indicated on the plans. Reinforcement shall be assembled, securely tied together, and placed in shaft as a unit. Spacers shall be used to center reinforcement in the shaft and maintain alignment.

3.4 Obstructions

Where obstructions make it impossible to drive piles at the location shown and to the required bearing stratum, the Contractor shall resort to all usual methods to install piles as required, including spudding, jetting, and other methods. Excavation for removal of obstructions above cutoff elevation shall be at no additional cost to the Owner. If the Engineer determines that obstruction should be removed by excavation to a greater depth than cutoff elevation, the Contractor will be reimbursed for the additional work of removing obstructions and backfilling below cutoff elevation. No additional payment for removal of any obstruction will be made unless approval of such work has been made in writing by the Engineer in advance of execution of the work.

Piles abandoned because of obstructions encountered below cutoff elevation shall either be cut off and filled with compacted sand or concrete; or be pulled out, at the discretion of the Engineer. In either case, the Contractor will be paid on the basis of the number of additional piles required, as agreed to in writing by the Engineer.

3.5 Records

The Contractor shall maintain complete and accurate records of all piles; showing reference number for each pile, depth of tip, amount of concrete used in each pile, and diameter and type of shaft. Unusual conditions encountered during pile installation shall be noted.

3.6 Tolerances

The Contractor shall carefully locate the piles to lines and spacing shown on drawings; the mandrel shall be in a plumb position. The maximum permissible deviation of the top of the

pile at cutoff elevation from the true plan location shall be three inches (3") unless noted otherwise on the drawings. The top of the concrete shall not vary in elevation more than one-half inch (1/2") from that shown on the drawings.

3.7 Piles Damaged, Mislocated, or Out of Alignment

Piles damaged, mislocated, or out of alignment beyond maximum tolerances shall be abandoned, and additional piles shall be placed as directed, all without additional cost to the Owner. Additional corrective measures the Engineer may require to substitute for abandoned piles shall be accomplished without additional cost to the Owner.

3.8 Adjacent Piles

Once a pile has been completed, additional piles shall not be installed within a ten (10) foot radius until freshly placed concrete grout has aged for at least three (3) days.

3.9 Pile Heave

The Contractor shall place a bench mark on each pile immediately after installation and after a reading of pile top elevation has been made. Readings of the pile heave shall be made by the Contractor after all piles within twenty-five feet (25') of the pile have been driven. If a pile heave of greater than one-half inch (1/2") is observed, the pile shall be rejected unless the Contractor can demonstrate that the pile is capable of carrying the design load.

4.0 OBSERVATION AND TESTS

4.1 Observations

All work performed under this Contract shall be subject to observation and tests by the Owner's representative employed, supervised, and paid for by the Owner except where additional tests and observations are required due to unacceptable work, in which case, the Contractor shall be charged for the cost of such additional tests and observations. The Contractor shall cooperate with the Owner's representative and shall furnish all materials and facilities as may be required, and shall provide convenient access to all parts of the work for purpose of observations to check compliance with the plans and specifications.

4.2 Concrete Tests

Concrete work shall be subject to the same requirements as specified in Cast-in-Place Concrete. A qualified concrete testing laboratory will be employed by the Owner to test concrete strength. A minimum of one (1) set of four (4) cylinders shall be taken for each day's work or each fifty cubic yards (50 yd^3) placed, whichever required the most cylinders.

5.0 MEASUREMENTS

(Not applicable)

6.0 BASIS OF PAYMENT

6.1 Production Piles and Test Piles

Mobilization, dismantling, materials and labor required to install the piles indicated on the project drawings shall be paid for on a lump sum basis.

6.2 Additional Piles

Any additional piles required because of obstructions, as defined in Section 3.4 or as required by the Engineer, shall be paid for on a per pile basis.

7.0 TEST PILES AND LOAD TEST

7.1 Test Piles

Three (3) test piles, conforming to requirements for permanent piles of type specified below, shall be installed at the locations indicated or as directed by the Engineer. Remaining piles shall not be installed until the load test has been successfully completed. Verification of assumed design working capacities or piles and corresponding driving criteria shall be made by static loading and measuring test piles as specified below. Test piles shall be placed in permanent locations and may be incorporated into work if, after satisfactory completion of load test(s), piles are approved for inclusion in work by the Engineer.

7.2 Load Test

One load test shall be carried out to a maximum load of one hundred fifty (150) tons. The test shall be executed in accordance with the specifications entitled, "Pile Load Test".

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PILE LOAD TEST

1. GENERAL

1.1 Intent

The intent of this section is to provide complete compression load test of piles to a maximum load at least twice the pile design load.

1.2 Work Included

The work covered by this section shall consist of the following:

A. The Contractor shall provide all labor, materials, equipment, appliances, transportation, services, lighting, and other items necessary to execute completely 24-hour-per-day work on load tests and shall perform load tests at the location(s) designated by the Engineer.

B. One load compression test shall be carried out to 150 tons. A minimum of 3 piles shall be driven prior to selecting a pile for testing.

C. Additional piles may be tested if nonuniform pile-driving conditions are encountered or if the first load test proves unsatisfactory.

1.3 Qualification Requirements

The Contractor performing this work shall be experienced in this type of work and shall provide a competent, experienced person to be in charge at the site. As a minimum, the Contractor shall provide evidence of having successfully completed at least three (3) pile load tests of the scope and magnitude required for this project.

2. MATERIALS - NOT SPECIFIED

3. SUBMITTALS

Prior to commencement of work, the following submittals shall be made:

A. At least one (1) week prior to the start of the load test(s), the Contractor shall submit to the Engineer, for review

and approval, drawings showing complete details of all equipment and apparatus to be used for the compression load test(s). The apparatus shall include suitable protective covering to prevent rain, wind, and sunlight from interferring with test measurements. The Contractor shall provide suitable bracing of reaction beams and frames to prevent buckling or movement of test apparatus. Safety supports shall be provided in the event of abrupt failure of the tested pile or any element of the load test apparatus.

B. The Contractor shall submit a calibration record for the hydraulic jack to be used for the compression load test. The jack, including the complete assembly of pumps, gages, and ram to be used in the tests, shall be calibrated for this project by an approved testing laboratory. The Contractor shall provide space, approximately twelve inches (12") within the load test setup, for the placement of a load cell and associated steel shims. The load cell shall be provided by the Engineer.

4. EXECUTION

4.1 General Test Procedures

The compression load test shall be conducted in strict accordance with ASTM procedures outlined in "Standard Method of Testing Piles under Static Axial Compressive Load" D1143-81, using the "Standard Loading Procedure". The Contractor and/or Subcontractor shall furnish a detailed plan and description of the testing apparatus and procedure to the Engineer for approval as called for in Section 3.A. If requested by the Engineer, the design of the test apparatus shall be prepared by a Registered Professional Engineer.

4.2 Concrete Strength

Test piles shall have been in place and (fully concreted, if of cast-in-place concrete) for at least ninety-six hours (96 hrs.) to permit concrete to attain specified strength and to permit soil stresses generated during installation to stabilize. The Contractor shall provide concrete for such additional cylinders as necessary to show that satisfactory concrete strength has been achieved prior to testing. Piles shall not be tested until cylinder strength tests show that design concrete compression strength has been attained.

4.3 Apparatus for Measuring Movements

A. Settlement readings and rebounds shall be made with a minimum of three (3) separate and different methods of measuring in accordance with the latest requirements of ASTM Method D-1143.

B. Micrometer dial gages, reading accurately to one thousandth inch (0.001") shall be one of the three methods employed for the measurement of settlement and rebound. Three (3) dial gages shall be used, spaced at one hundred twenty degrees (120°) around the pile. All readings shall be made as outlined by the Engineer.

4.4 Loading Procedures

A. Loads shall be applied directly to the pile by hydraulic/pneumatic jacks acting against a weighted box or platform as specified in ASTM Method D-1143. The box or platform shall be of such size as to maintain sufficient weight for one-hundred-twenty-five percent (125%) of the maximum test load.

B. Contractor may propose alternative reaction support to the Engineer for review and approval.

5. OBSERVATIONS AND TESTING

The Engineer will observe and record all load-settlement or deflection data during the course of the load tests. The Contractor shall provide personnel at the site twenty-four hours (24 hrs.) per day, as required during testing, to operate the hydraulic jack and all related equipment necessary to vary and maintain load increments on test piles.

6. MEASUREMENTS

Compression pile load tests will be measured for payment as complete units if acceptable. Acceptance of pile load test will be based on the Contractor maintaining the required load magnitude for the required duration. Tests terminated due to failure of loading or measurement equipment supplied by the Contractor or due to structural failure of the pile will not be measured for payment. Test terminated due to failure of the tested pile due to inadequate soil bearing will be paid for, whether or not the pile itself is accepted. Measurement of tested pile is covered in other specification sections.

7. PAYMENT

The pile load test unit price shall include constructing the test load reaction system; driving and removing temporary piles and supports; furnishing protective coverings; operating and reading jacks, gages, and related equipment; and all labor, materials, equipment, tools, and incidentals necessary for proper execution of the pile load test as specified. There will be no additional payment if the test pile is later used as a production pile. The cost of any extra cutoff and steel reinforcement installation required for load test execution shall be included in the test pile price.

* END OF SECTION *

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PART 1 - GENERAL

RELATED DOCUMENTS:

The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the specification are a part of this section, which shall consist of all labor, equipment and materials necessary to complete all portable fire extinguisher work indicated on the drawings, herein specified, or both.

DESCRIPTION OF WORK:

The extent of portable fire extinguishers and cabinets is as shown and cross-referenced with the symbols ("FE-___") hereinafter designated.

QUALITY ASSURANCE:

Unless otherwise acceptable to the Architect, furnish portable fire extinguishers and accessories by only one manufacturer.

Manufacturer: Provide portable fire extinguishers manufactured by one of the following:

W.D. Allen Mfg. co.
Elkhart Brass Mfg. Co., Inc.
General Fire Extinguisher Corp.
Walter Kidde & Company
Norris Industries
J.L. Industries (as specified)
Seco

SUBMITTALS:

Manufacturer's Data: For information only, submit copies of manufacturer's technical data and installation instructions for all portable fire extinguishers and cabinets required. Transmit copy of each instruction to the Installer.

Service Data: Submit certified service data, which clearly indicates date of service; name, type and number of extinguisher, and other pertinent data, including suggested date for next service check.

PART 2 - PRODUCTS

FIRE EXTINGUISHERS:

Provide fire extinguishers for each extinguisher cabinet and other locations as shown. Furnish only new fire extinguishers which are approved and labeled by Underwriters' Laboratories.

Provide colors and finishes of materials for portable fire extinguishers as indicated or, if not indicated, as selected by the Architect from manufacturer's standard.

Fill and service extinguishers in accordance with governing authorities; and not any before fifteen calendar days prior to the date of Substantial Completion.

Provide manufactuer's standard mounting brackets for extinguishers not located in cabinets.

FIRE EXTINGUISHER SCHEDULE:

FE-1:

Extinguisher: "Grenadier", 2 - 1/2 gallon pressurized water.

Cabinet: Fully recessed, "Academy", metal frame primed for field painting.

FE-2:

Extinguisher: "Cosmic E", 10 lb., ABC dry chemical.

Bracket: Mark Series, as required.

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FE-3:

Extinguisher: "Cosmic E", 5 lb., ABC dry chemical.

Bracket: Mark Series, as required.

PART 3 - EXECUTION

INSPECTION:

Installer must examine the substrates and conditions under which the firefighting devices are to be installed, and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

INSTALLATION:

Install in locations and at mounting height to comply with governing authorities. Prepare recesses in walls as required. Securely fasten to structure, square and plumb, in accordance with manufacturer's instructions.

Wherever exact location of surface-mounted units is not shown, locate as directed by Architect.

IDENTIFICATION:

After installation and finishing (if any) is completed, apply red letter decals spelling 'FIRE EXTINGUISHER'. Letter size, style and location as selected by the Architect.

(END OF SECTION 10520)

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PART 1 - GENERAL

RELATED DOCUMENTS:

The General Conditions, Supplementary Conditions and applicable portions of Division 1 the specification are a part of this section, which shall consist of all labor, equipme and materials necessary to complete all hydraulic elevator work indicated on the drawing herein specified, or both.

Work Specified Elsewhere:

Preparatory work in conjunction with the elevator installation as specified elsewhere will consist of the following:

Providing a legal hoistway properly framed and enclosed and furnishing a pit of pro depth. Supplying drains and waterproofing for the pit, if required. Providing properly lighted and ventilated machine room including concrete floors and foundat for the pumping unit. Also access doors, ladders and guards as required. Furnish in place as located on the drawings, all supports for the guide rail brackets supports for the cylinder. Guarding and protecting the hoistway during the t equipment is being installed. Furnishing water, if required, for sinking cylin well.

Supply electric feeder wires to terminals of elevator control panel and incl necessary fused main line switch or circuit breaker. Provide hoistway outlets for light and for light in the pit. Also, outlets in the machine room for light. Furn the required electric power for testing and adjusting the elevator equipment. Prov the required heat and smoke detectors for feeders to elevator machine room.

All cutting of walls, floors or partitions together with any repairs made necess thereby, including sleeves as required.

Supports for hoistway door sills and necessary grouting under the sills.

Staking the location of the elevator pit and data to reference these stakes t permanent site marker, so that the center of the well hole can be accurately loca by the elevator manufacturer and well digger.

QUALITY ASSURANCE:

Submit shop drawings for approval. Provide all licenses and permits and arrange for make all inspections and tests required thereby.

Provide a quality maintenance service consisting of regular examinations, adjustments lubrication of the elevator equipment for a period of three months after the elevator been turned over for the Owner's use. Perform all work by competent employees dur regular working hours of regular working days and shall include emergency 24 hour c back service. This service will not cover adjustments or repairs due to negligen misuse, abuse, accidents, or consequential damage not caused by the elevator contract Provide only genuine parts and supplies the same as used in the manufacture installation of the original equipment.

MISCELLANEOUS REQUIREMENTS:

Permits and Inspections: Obtain and pay for necessary Municipal of State Inspection permit, and make such tests as are called for by the regulations of such authorit These tests shall be made in the presence of the authorized representative of authorities.

Temporary Use of Elevator: Do not permit use of elevator for construction purposes during construction period without written permission from the Architects.

PART 2 - PRODUCTS

Manufacture: Payne Elevator Company.

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Equipment:

Number and type:	Two oil hydraulic passenger.
Capacity:	Car "A" - 2500 lbs.; Car "B" - 2000 lbs.
Speed:	125 feet per minute.
Travel:	First to eighth floor a distance of approxima 62'-8".

Number of landings:	Eight (8).
Number of openings:	Eight (8) each in line.
Platform size:	Elevator "A" - 7'-0" W by 5'-5" front to back; Elevator "B" - 6'-0" W by 5'-5" front to back.
Car flooring:	Vinyl tile.
Sound isolation:	Bolster.
Guide shoes:	Swivel.
Guide rails:	15 lbs.
Rail lubricator:	Dry silicone.
Pit buffers:	Spring.
Machine location:	Bottom landing.
Motor size:	Horsepower Car "A"-40 HP; Car "B"-30HP; resistance starting using wye delta.
Power supply motor:	208 volts, 3 phase, 60 cycle.
Power supply signals:	110 volts, 1 phase, 60 cycle.
Lighting supply:	110 volts, 1 phase, 60 cycle.
Control:	Rheostatic.
Operation:	Duplex Selective Collective.
Leveling:	Two-way.
Signals:	Light-up buttons in car and at landings. Alarm bell. Direction arrow fixture in car jamb. Car position indicator in car and at first floor.
Finish of signal faceplates:	Stainless steel.
Car and hoistway door operation:	Power; door speed 2 F.P.S.
Car enclosure:	As specified.
Hoistway doors:	"A" - single speed side opening 3'-6" x 7'-0"; "B" - single speed side opening 3'-0" x 7'-0".

Electric Wiring and Piping:

Provide all necessary wiring and piping in the machine room and hoistway in accordance with the applicable code. All wiring shall be done in rigid conduit, electric metallic tubing or troughs except to adjustable switches which shall be connected by short lengths of flexible conduit. Flexible control cables shall be of approved design and quality. Underground electrical piping shall be in conduit and installed in orangeburg pipe and receive two coats of asphaltum.

Emergency Stop Switch:

Provide an emergency stop switch in the car which when set in the OFF position shall cut off power to the operating circuits and power unit and bring the car to rest independently of any other operating device and maintain the car out of service until reset to the running position.

Electric Interlock:

Provide each hoistway door or gate with an approved interlock unit complying with the applicable code and which shall prevent the operation of the elevator from any of the regular operating devices if all doors or gates are not in the closed and locked position.

Terminal Stop Switches:

Equip the elevator with normal and final terminal stopping switches located in the hoistway and operated by a car limit cam that automatically brings the car to a stop at the terminal landings independent of the regular operating device in the car. In the event that the car passes through the terminal floor zone and comes to rest on a final limit switch, the car shall be shut down until manually restored to service.

Top of Car Operation and Hoistway Access Switch:

Provide a top of car operating station for inspection purposes, and hoistway acces switches with two-way zone operation in accordance with the provisions of th applicable code. A key operated inspection switch shall be provided in the ca operating station.

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Power Unit:

Assemble and test the power or pumping unit in the factory under simulated fie conditions to satisfy the project specifications. The elevator shall be powered the up direction by a motor driven pump delivering oil under pressure and lower through a valve manifold at a controlled rate of speed. The completely assembled un

shall contain the following components:

Pump: High efficiency, self-lubricating of positive displacement de providing a smooth flow of oil with a minimum of pulsation.

Motor: A high torque motor especially designed for oil hydraulic elevato having sealed ball bearings and of a rating to comply with the requiremer the specifications.

Drive: Multi-V belt with balanced pulleys of a size and grooving for the specified. Provide a removable belt guard.

Oil Control Manifold Unit: Having external adjustments, replaceable disc and including the following components: a relief valve to provide po pressure overload protection. A safety check valve to prevent any perce reverse flow and designed to support a fully loaded elevator on a locked of oil. A valve to automatically sense the load on the elevator and perfo following functions: In the up direction, by pass the initial flow of allow the motor to come up to speed, then provide smooth acceleration elevator to full speed, and at the point of slowdown automatically brir elevator to leveling speed and unload the system at the instant of stopp provide accurate stops. A similar valve is to provide smooth down s acceleration, a controlled down speed and slow-down to leveling speed as accurate stops. The valves shall be adjustable for leveling to withir accuracy providing the releveling and recovery from a stalled conditio manually operated oil by-pass shall be provided to allow the elevator lowered in the event of a control circuit or power failure.

Oil Reservoir: Of compact design with an oil capacity suitable for the spe elevator travel with sufficient reserve to prevent oil cavitation at the e limit of travel. Made of heavy gauge steel, the reservoir shall be pr reinforced and baffled and be fitted with a tight cover and an air breath shut-off valve shall be provided on the suction and return oil lines and mesh strainer provided in the suction line. An oil level gauge shall p visual indication of the oil level in the system when the car is at the terminal landing. A structural steel base shall support the oil reservo provide a rubber isolated mounting for the pump, adjustable motor bas manifold. A removable drip pan shall be provided. Provide sound iso panels on all sides of the unit at the pump and motor level.

Oil Viscosity Control: Provide complete hydraulic and electronic control shall maintain all of the hydraulic fluid in the reservoir, pump and c valve at a minimum temperature of 100 degrees F. at all times. If t temperature drops below this preset minimum, the elevator will be disp automatically to the lowest terminal floor at which point the pump shall oil in the system without car motion until the preset temperature is re Normal response to passenger demand will not be affected by this control.

Provide open transition Wye-delta reduced voltage starting to limit starting curr 300% of full load current. Provide a voltage stabilizer transformer to mainta voltage during the transition period on reduced voltage starting.

Plunger Assembly:

Design the plunger assembly to conform to the applicable code requirement strength and materials, of adequate size to provide oil pressure within acce limits of good elevator practices and shall consist of the following: An cylinder of heavy gauge steel pipe of proper size to insure clearance for the p stop plate; bottom of pipe shall be sealed with a welded steel plate, and welded and machined flange at the top. The oil pipe inlet shall be of a si design to provide proper oil flow with a minimum of turbulence. An air bleeder be provided. If a multiple section cylinder is required, joints shall be mad heavy duty threaded and welded couplings. The outer surface shall be coated rust inhibitor paint and a coat of asphaltum, and the interior surface thor cleaned. The inner plunger is to be made of heavy wall seamless tubing acc ground and polished to correct size, roundness and finish. The bottom of the shall be closed with a heavy steel plate which shall act as a stop plate and the plunger from leaving the cylinder. The top of the piston shall be secured car frame by means of a platen plate. The cylinder head shall have acc machined top and bottom surfaces, with an internal babbitt-lined beari non-adjustable packing of a size, design and composition to effectively preve leakage. A drip ring and an oil return line shall be provided. Brackets sh welded to the cylinder to provide supports for the elevator pit channels. The care shall be employed in installing the cylinder to insure that the cylinder

plumb and set at a height to insure proper top and bottom over-travel.

Plunger Hole:

Include the cost of excavating the plunger hole and providing the drill casing in the grid, based on excavation by drilling or other methods to meet any contingencies without additional cost to Owner. Weld a water stop ring to the casing. Use a portable on-site over the pit drill rig if necessary.

Oil:

Fill the cylinder and reservoir with especially prepared hydraulic oil of proper viscosity, and lubricating qualities, compounded to the manufacturer's specifications. Provide sufficient oil to lift the elevator to its upper terminal limit of travel with an adequate reserve supply to prevent oil cavitating.

Oil Piping:

Provide piping and fittings conforming to code requirements between the power unit and plunger assembly. A self-cleaning main line strainer containing a fine mesh element and magnetic drain plus a gate valve or shut-off cock shall be installed in the oil line close to the cylinder. Piping shall be of a size and design to minimize turbulence and restriction of oil flow. Where the oil piping is underground or buried in a concrete slab, it shall be installed in orangeburg pipe or a trench provided by the General Contractor. It shall be protected against corrosion by receiving two coats of asphaltum.

Muffler:

Provide a blow-out proof muffler in the oil pipe line adjacent to or incorporated in the design of the power unit.

Pit Buffers:

Provide spring buffers securely fastened in the pit, so located that the car will come to rest on fully compressed buffers before the plunger reaches its down limit of travel. Buffer plates shall be securely fastened to the bottom of the car sling. The pit slab shall be reinforced to support the dead load and impact load of the elevator system.

Guide Rails and Brackets:

Provide planned steel elevator guide rails conforming to code requirements, erected plumb and securely fastened to the building structure with steel brackets.

Car Sling and Platform:

Provide the car sling and platform, constructed of structural steel shapes, properly welded and bolted together; shall be designed for class of loading specified and in conformity with the applicable elevator safety code. The structural members shall be of adequate size and be properly braced to minimize deflection of the platform under varying loads and shall remove all strain from the enclosure. The car platform shall be of a size and have a floor finish as set forth in the Schedule of Equipment. A metal toe guard shall be provided at the loading side of the platform.

Car Guide Shoes:

Provide four adjustable guide shoes of adequate strength and of a design as set forth in the Schedule of Equipment to insure smooth and quiet operation of the elevator car.

Sound Isolation:

Provide a platen plate with rubber isolating units to attach the piston to the car frame. The isolating pads shall be of proper size and density to effectively dampen vibration or noise from the oil hydraulic system being transmitted to the car frame and platform.

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Controller:

Install an electro-magnetic controller specifically designed for oil hydraulic elevator operation with the necessary relays, timers and related devices to control the starting and stopping of the pump motor and operate the control valves and accessories to provide the type of operation specified. Thermal overload protection for the motor, phase failure protection and fused operating circuits shall be

provided. Two main line starting switches and reduced voltage starting shall be provided if specified in the Schedule of Equipment.

Low Oil and Circuit Failure Control:

Provide a device, incorporated in the control system, that will automatically return an ascending car to the lowest landing if the system should run low on oil or fail to reach a designated landing because of a circuit failure. If the elevator is equipped with power operated car and hoistway doors, the doors at the lower landing shall open and the elevator shall automatically shut down. The oil in the system shall be restored to its normal level or the circuit failure corrected and the elevator placed back in service by resetting a manual reset relay.

Leveling and Anti-Creep Device:

Equip the elevator with a floor leveling device which shall automatically bring the car to a stop within 1/4" to sill level for any floor for which a car stop has been initiated and regardless of load and direction of travel. A releveling device shall be provided which shall automatically return the car to within the floor zone in the event the car should creep down a predetermined amount below the floor regardless of whether the hoistway or car doors or gates are open or closed or whether the emergency stop switch in the car is in the ON or OFF position.

DUPLEX SELECTIVE COLLECTIVE OPERATION:

Provide a car operating station for each elevator which will contain a bank of buttons numbered to correspond to the landing served, an emergency call button, an emergency stop button, a door open button, and a key operated light, fan and independent service switch. The emergency call button is connected to a bell that serves as an emergency signal.

Provide at each terminal landing a single push button and provide at each intermediate landing a button fixture containing "up" and "down" push buttons.

When a call is registered by momentary pressure on a car or landing button, that button shall become illuminated until the call is answered. Illuminated buttons serve as a visual indication that the call has been registered and that the car will stop at that landing.

Operation shall be automatic by means of the car and landing buttons. Stops registered by the momentary actuation of the car buttons shall be made irrespective of the number of buttons actuated or of the sequence in which the buttons are actuated. Stops registered by the momentary actuation of the landing buttons shall be made in the order in which the landings are reached in each direction of travel after the buttons have been actuated. All stops shall be subject to the respective car or landing button being actuated sufficiently in advance of the arrival of the car at that landing to enable the stop to be made.

One car shall normally "park" at the main landing and the other a "free" car at the landing last served, or if desired, at a preselected landing.

An idle "free" car shall answer landing calls either above or below the landing calls or basement landing calls, if a basement is served. When the "free" car is clearing calls, the other car shall automatically start to answer landing calls if the "free" car fails to clear all registered landing calls within approximately twenty seconds.

When both cars are at rest, only one car shall respond to any one landing call. "Up" landing calls shall be answered while a car is traveling in the up direction and "down" landing calls shall be answered while a car is traveling down. A car shall reverse after the uppermost or lowermost car or landing call has been answered and proceed to answer car calls and landing calls registered for the opposite direction of travel.

When both cars are clearing calls, only one car shall stop in response to any one landing call. The first car to clear all calls above shall return to the main landing. The other car shall become the "free" car.

The car operating device shall contain, in addition to the dispatch buttons described above a red emergency stop button which, when operated, shall cause power circuits to the motor to be interrupted, a car light switch, an alarm button connected to an alarm bell outside the hoistway and such auxiliary switches and buttons as may be required. The operations of the emergency stop button shall not cancel registered calls and after the stop button is reset, the car shall continue to answer registered calls.

Independent Service:

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A key operated independent service switch shall be provided in the car operating panel. When this switch is in the ON position, the car shall operate from only its own car buttons and shall be entirely independent of the landing buttons.

Direction Arrows:

Illuminated direction arrows shall be installed in the jamb of each car to indicate to entering passengers the direction of car travel.

Car Position Indicator:

A vertical electric position indicator shall be installed next to the first floor entrance and in the car to indicate to the passengers the location of the car in the hoistway. The indicator shall contain an indication for each floor served. Each indicator shall be illuminated from the rear by an individual light. The light for each indication shall be enclosed in a light-tight compartment and shall be arranged so that it will illuminate only one indication. Change from one numeral to another shall be accomplished approximately midway between floors.

Direction arrows shall be included in the landing fixture to indicate direction of travel.

Emergency Car Lighting:

Provide an emergency power unit employing a 12 volt sealed rechargeable battery and totally static circuits that will adequately illuminate the elevator car and provide current to the alarm bell in the event of power failure. The equipment shall comply with the requirements of the ANSI Code. The fixture shall be mounted over the main car operating panel.

Telephone Cabinet and Cable:

Provide a suitable telephone cabinet in the car and install the necessary telephone cable from the cabinet to a junction box installed by others in the hoistway.

Photo-electric Safety Ray:

Equip each car opening with a photo-electric safety ray, in addition to the leading edge, to prevent closing of the doors while the beam is interrupted and to cause them to reopen if the beam is interrupted after they have started to close. Provide two beam type safety rays.

Provide constant pressure key switch in the car opening panel to override any failure of the photo-electric safety ray and thus allow operation of the elevator from car panel only.

Emergency Power Operation of Elevators:

Provide an elevator control station at the bottom terminal landing to control each elevator individually in conjunction with the emergency power source. Install the control panel in a flush cabinet between the designated elevator entrances with the top of the panel level with the head jamb. Equip the cabinet with a hinged door and lock. All exposed metal shall be satin finish stainless steel.

The panel shall contain prominent EMERGENCY POWER pilot light to indicate when the emergency power source is connected to the elevator feeder. A multi-position selector switch shall be provided behind the locked panel to select the elevator to be operated. In conjunction with the landing push button station, each elevator can be called to that landing, evacuated and then deactivated by means of this selector switch. After all elevators have been evacuated, one may be selected to continue to serve the building until the normal power source has been restored.

When the normal power source has been restored, all elevators shall automatically be returned to service and operate normally as specified.

Provide an OFF position on the selector switch to prevent any elevator from operating on the emergency power source until the emergency source has stabilized if the selector switch has been left in the OFF position.

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Handicapped Provisions:

Raised letters and/or numbers on all controls in the car plus other provisions shall be made to conform with the requirements of the "Barrier-Free Facilities" regulations

Car and Hoistway Door Operator:

A motor driven electric door operator shall be provided to open and close the car and hoistway doors simultaneously when the car is at a landing. Opening and closing speed of the doors shall be as designated in the Schedule of Equipment. Adjustable speed control of the operator shall be secured electrically by means of a direct current motor operating from a bank of rectifiers. An electro-mechanical interlock shall be provided for each hoistway door to prevent the operation of the elevator unless all doors are closed and locked. An electric contact shall be provided on the car door. Each hoistway door shall be provided with an auxiliary door closing device. The design of the operator shall be such that emergency opening of the doors can be made from within the car in the event of a power failure.

The doors shall open automatically when the car is leveling at the respective landing and shall again close after a predetermined time interval has elapsed. Pressing of a car opening button shall cancel the door open time and cause the doors to immediately reclose. A door open button shall be provided in the car, momentary pressure of which shall reopen the door and reset the time interval. The momentary pressure of the corridor button on the floor at which the elevator is parked with the doors closed shall likewise cause the doors to open.

The leading edge of the car door shall be provided with a retractable type sensitive safety edge extending the full height and projecting beyond the front edge of the door during the closing cycle. This device shall be so arranged that should it touch a person or any obstruction while the doors are closing, it shall cause both the car and hoistway doors to return to the open position. Safety edges shall be provided on both car doors of center opening entrances. The safety edge shall automatically retract when the doors are in the full open position to assure a clear opening between the door jambs.

Door Hangers and Tracks:

Each car and hoistway door shall be provided with the necessary hangers and track. Hangers shall be of the adjustable sheave type arranged for two point suspension of the doors.

Call Acknowledging Lights:

A call acknowledging light shall be associated with each car and car landing push button. Its illumination shall acknowledge the registration of a call by the button pushed.

Electric Wiring:

Insulated wiring shall have a flame retarding and moisture resisting outer cover and shall be run in metal conduit, metallic tubing or wire ducts.

Traveling cables between car and hoistway shall have flame retarding and moisture resisting outer cover. They shall be flexible and shall be suitably suspended to relieve strains in the individual conductors.

Security Screws:

Security head tamperproof coverplate screws shall be used for all landing pushbuttons, car pushbuttons, certificate frames, car lighting fixtures and emergency access receptacles. Special tool to be furnished as required.

ELEVATOR CAR ENCLOSURE:

Base	Stainless steel in satin finish with vent openings.
Walls	Plastic laminate - rear, sides and return panels. On a wood core.
Canopy	Of #14 gauge furniture steel reinforced per code requirements and provided with an emergency exit with contact.
Ceiling	Suspended aluminum eggcrate diffusers.
Car Door Panels	Shall be of hollow metal construction reinforced with continuous vertical members and effectively sound deadened. Facing on car side shall be stainless steel in a satin finish.

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Entrance Columns	Stainless steel, satin finish.
Transom	Stainless steel, satin finish.
Handrails	Three (3) stainless steel, 2" x 3/8" flat bar with e returned.
Lighting	Fluorescent tubes.
Ventilation	Single speed exhaust fan.
Sill	Shall be of non-skid aluminum design properly grooved receive the door gibs.

Certificate frame and fixture cutouts shall be provided. All furniture steel shall properly prepared for painting and finished with the proper number of prime and finish coats of baked enamel to present a smooth finished surface. Color of plastic laminate a enamel to be as chosen by the Architect. Exterior of car enclosure to be given a coat rust inhibitor paint and then a sound deadening mastex shall be applied. Car enclosure be properly fastened in place to prevent enclosure movement.

Hollow Metal Elevator Entrances:

Provide metal entrances, consisting of frames, doors, sills, fascia, plates, hang supports, struts and closer angles, hanger cover plates, tracks and hangers and hardwa in accordance with the following:

Unit Frames: The unit frames shall be made of #14 U.S. gauge best grade furnitu steel and shall comprise head and jamb sections with integral casing or trim wi bolted or welded corners to form one piece unit frames. Frames shall contain suitab material for effective sound deadening. All frames shall be securely fastened sills and hanger supports and shall be returned on the hoistway side to present a ne appearance, as approved by the Architect.

Doors: Doors shall be sliding type for clear openings indicated flush de construction and shall contain suitable material for sound deadening. The door pane shall be formed from not lighter than #18 U.S. gauge furniture steel and all join shall be welded their full length. Removable laminated phenolic guides shall provided to run in the sill slots with minimum clearances. All doors to be reinforc for door opening mechanisms. All hoistway landing doors shall be equipped wi approved metal sight guards finished to match the door panels.

Sills: The sills shall be extruded aluminum with a fluted surface. Grooves for door guides shall provide minimum clearance for the door guides. The sills shall supported on steel anchors securely fastened to the floor construction.

Fascia Plates: Fascia plates shall be of #14 U.S. gauge steel reinforced to insure flat even surface throughout and shall be securely fastened to the hanger housing sill above.

Toe Guards: Toe guards, made of #14 U.S. gauge steel, shall be supplied for lowest landing and they shall be gradually beveled to the wall.

Hangers: Each hoistway sliding door shall be provided with sheave type two po suspension hangers and tracks complete. Sheave shall be not less than 3-1/4" diame with ball bearing properly sealed to retain grease lubrication. Hangers shall equipped with adjustable ball bearing rollers.

Hanger Supports of Headers: Hanger supports shall be 3/16" thick formed secti securely bolted to the strut angles or closer support angles.

Struts and Closer Angles: Structural or formed steel angles shall be furnished sufficient size to accommodate the door closers. Angles to be continuous and secur bolted to the sills and building beams above.

Hanger Cover Plates: Hanger cover plates shall be made of #14 U.S. gauge steel shall extend the full travel of the doors. Covers shall be made in sections convenient access when servicing the hangers. The sections above the door openi shall be removable from within the elevator car.

Finish: Doors, frames, fascia, other exposed furniture steel parts shall thoroughly cleaned of oil, grease, other foreign substances in preparation finishing. Materials shall then receive a rust-preventing treatment such "bonderizing" or the equal followed by a baked-on primer and three additional coats

enamels in color to be determined by the Architects. All structural members shall receive a shop coat of black paint.

Erection: Sills, struts, hanger supports, hanger covers, fascias, guards and unit frames shall be erected prior to the erection of rough walls and set in proper relation to the elevator car guides. Doors shall be installed after the walls are finished. Frames shall have a protective covering for finished surfaces.

FIREMEN EMERGENCY SERVICE:

Provide a key switch at the main lobby floor, which when actuated will return the car to that floor without stopping for car or hall button calls.

An elevator traveling away from the main lobby floor shall reverse at the next floor without opening its doors and proceed to the lobby floor.

The returned car shall park with the doors open until returned to normal service.

The key switch at the first floor shall have three (3) position, "On", "Off", and a third position to override a heat or smoke sensing device provided in Division 16.

SMOKE DETECTORS:

The actuation of a smoke detector in any elevator lobby shall, through an interlock with the elevator controls, return the elevator to the main lobby floor and prevent elevator doors from opening into a lobby where there is an activated smoke detector.

(END OF SECTION 14200)

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EXHIBIT B

to Construction Contract between
Marshall Contractors, Inc. and
Centerdale Manor Associates

DRAWINGS

R.I. Project No. RI 43-H023-121

Drawings entitled "CENTERDALE MANOR 123 UNIT ELDERLY HOUSING NORTH PROVIDENCE, RHODE ISLAND RIHMFC PROJECT NO.: RI 43-H023-121 ARCHITECT: THE ROBINSON GREEN BERETTA CORPORATION OWNER: CENTERDALE MANOR ASSOCIATES CONTRACTOR: MARSHALL CONTRACTORS, INC." prepared by The Robinson Green Beretta Corporation consisting of a cover sheet and forty-one (41) sheets; all bearing an issue date of March 10, 1982.

L-1	STANDARD SYMBOLS STANDARDS ABBREVIATIONS
C-1	SURVEY
C-2	LAYOUT PLAN
C-3	SITE & GRADING PLAN
C-4	UTILITY PLAN
C-5	DETAILS
C-6	DETAILS
C-7	DETAILS
C-8	LANDSCAPE PLAN & DETAILS
A-1	FIRST FLOOR PLAN WALL TYPES FINISH SCHEDULE
A-2	SECOND FLOOR PLAN (3RD THRU 8TH) ROOF PLAN ROOF DETAILS
A-3	TYPICAL ONE BEDROOM UNIT PLANS INTERIOR ELEVATIONS
A-4	TYPICAL TWO BEDROOM UNIT PLAN INTERIOR ELEVATIONS, SECTIONS & DETAILS UNIT TABULATIONS
A-5	DOOR SCHEDULE DOOR TYPES HEAD CONDITIONS JAMB CONDITIONS THRESHOLD CONDITIONS REFLECTED CEILING PLANS INTER. ELEVS. DETAILS
A-6	EAST ELEVATION WEST ELEVATION
A-7	NORTH ELEVATION SOUTH ELEVATION BLDG. SECTIONS WINDOW SCHEDULE DETAILS
A-8	EXTERIOR WALL SECTIONS STAIR SECTION & DETAILS
A-9	EXTERIOR DETAILS
A-10	EXTERIOR DETAILS
A-11	EXTERIOR DETAILS
S-1	FOUNDATION PLAN AND DETAILS
S-1A	BORING LOCATION & EARTHWORK SECTIONS
S-2	SECOND FLOOR PLAN & DETAILS
S-3	TYPICAL 3RD THRU8TH FLOOR PLAN, & DETAILS
S-4	ROOF PLAN
S-5	GENERAL NOTES TYPICAL DETAILS REINFORCED CORE DETAILS
P-1	FIRST FLOOR PLANS WASTE, WATER, GAS DETAILS GENERAL NOTES SCHEDULES

EXHIBIT B (cont'd.)

P-2	½" LAYOUTS 2-8 FLOOR PLANS WASTE & WATER DETAILS
P-3	RISER DIAGRAMS DETAILS WATER RISER CHART
P-4	FIRE PROTECTION FIRST FLOOR PLAN SECOND THRU EIGHTH FLOOR PLAN DETAILS
H-1	1ST THRU 7TH FLOOR PLAN
H-2	8TH FLOOR PLAN AND ROOF
H-3	BOILER ROOM PLAN BOILER SCHEMATIC DETAILS
H-4	INDIVIDUAL UNIT FLOOR PLANS
H-5	SCHEDULES AND DETAILS
E-1	FIRST THRU EIGHTH FL'RS ELECTRICAL
E-2	ONE BEDROOM LAYOUT
E-3	TWO BEDROOM LAYOUT SCHEMATIC
E-4	ELECTRICAL SCHEMATICS
E-5	DISTRIBUTION SCHEMATICS
E-6	NOTES LEGEND SCHEDULES

EXHIBIT C

to Construction Contract between
Marshall Contractors, Inc.
and Centerdale Manor Associates

SPECIFICATONS

R.I. Project No. RI 43-H023-121

Specifications set forth in that certain manual entitled "PROJECT MANUAL CENTERDALE MANOR NORTH PROVIDENCE, RHODE ISLAND THE ROBINSON GREEN BERETTA CORPORATION ARCHITECTS 1982", and consisting of (i) AIA Document A201 entitled "General Conditions of the Contract for Construction" August, 1976 Edition; (ii) supplementary conditions consisting of three (3) pages entitled "SUPPLEMENTARY CONDITIONS": (iii) FHA Form No. 2554 Rev. April 74 entitled "SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION": (iv) the pages set forth in the "PROJECT MANUAL INDEX CENTERDALE MANOR" a copy of which is attached hereto as Exhibit C-1, for Division 1 through Division 16, both inclusive; and (v) addendum number 1 consisting of thirty-four (34) pages entitled "ADDENDUM NO. 1 CENTERDALE MANOR and dated March 8, 1982.

EXHIBIT C-1

CONTRACT DOCUMENTS

GENERAL CONDITIONS
SUPPLEMENTARY CONDITIONS
FHA FORM NO. 2554

TECHNICAL SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01010	Summary of the Work
01020	Allowances
01200	Project Meetings
01300	Submittals
01400	Quality Control
01500	Construction Facilities and Temporary Controls
01700	Contract Closeout

DIVISION 2 - SITE WORK

02010	Subsurface Investigation
02110	Site Clearing
02200	Earthwork
02270	Slope Protection and Erosion Control
02364	Concrete-Filled Steel Shell Piling
02440	Site Improvements
02480	Landscape Work
02513	Asphalt Concrete Paving
02900	Site Utilities
02910	Water Distribution

DIVISION 3 - CONCRETE

03010	Concrete Work
03320	Concrete Floor Toppings
03421	Precast Prestressed Hollow Slab Units

DIVISION 4 - MASONRY

04200	Unit Masonry Work

DIVISION 5 - METALS

05210	Steel Joists
05300	Metal Decking
05500	Metal Fabrications
05513	Steel Stair Systems
05520	Handrails and Railings

DIVISION 6 - WOOD AND PLASTICS

06100	General Carpentry
06400	Architectural Woodwork

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07140	Metal-Oxide Waterproofing
07200	Insulation
07215	Sprayed-On Insulation
07530	Flexible Sheet Roofing System
07600	Flashing and Sheet Metal
07800	Roof Accessories
07900	Joint Sealers

DIVISION 8 - DOORS AND WINDOWS

08100	Steel Doors and Frames
08210	Wood Doors
08300	Special Doors
08305	Access Doors
08330	Overhead Coiling Doors
08410	Aluminum Entrances and Storefronts
08520	Aluminum Windows
08700	Builders' Hardware
08730	Door Accessories
08800	Glass and Glazing

DIVISION 9 - FINISHES

09110	Metal Stud Systems
09200	Lath and Plaster
09250	Gypsum Drywall
09262	Gypsum Sheathing
09300	Tile
09510	Acoustical Ceilings
09650	Resilient Flooring
09680	Carpeting
09720	Epoxy-Aggregate Flooring
09900	Painting
09950	Wall Coverings

DIVISION 10 - SPECIALTIES

10160	Toilet Partitions
10200	Louvers and Vents
10440	Specialty Signs
10550	Postal Specialties
10800	Toilet Accessories
10900	Wardrobe Specialties

DIVISION 11 - EQUIPMENT

11160	Loading Dock Equipment
11170	Waste Handling Equipment
11450	Residential Equipment

DIVISION 12 - FURNISHINGS

12390	Kitchen Cabinets
12501	Drapery and Curtain Hardware
12513	Shades
12670	Entrance Mats

DIVISION 13 - SPECIAL CONSTRUCTION

NONE IN THIS PROJECT.

DIVISION 14 - CONVEYING SYSTEMS

14100	Electric Elevator

DIVISION 15 - MECHANICAL

15100	Interior Plumbing Systems
15200	Heating, Ventilating and Air Conditioning

DIVISION 16 - ELECTRICAL

16100	Electrical

000100

This Addendum forms a part of the Contract Documents and modifies the Drawings and Project Manual as hereinafter indicated.

PROJECT MANUAL

1. PROJECT MANUAL INDEX

   A. Delete "02364 - Concrete-Filled Steel Shell Piling" and insert: "Cast-In-Place Concrete Piles (Interpiles)" and "Pile Load Test".

   B. Insert "Section 10520 - Portable Fire Extinguishers", issued as part of this Addendum.

   C. Delete "14100 - Electric Elevator" and insert: "14200 - Hydraulic Elevator".

2. FHA FORM NO. 2554

   A. Following last page, insert attached "Wage Rates".

3. SECTION 02364 - CONCRETE-FILLED STEEL SHELL PILING

   A. Delete the Section and insert the attached new sections entitled "Cast-In-Place Concrete Piles (Interpiles)" and "Pile Load Test".

4. SECTION 02910 - WATER DISTRIBUTION

   A. Page 2, line 16; insert: "Underground post indicator valve to be Nibco M609-NIP-1-8, with electronic supervision with switch similar to type specified in Section 15100."

   B. Page 2, line 25; insert: "In meter pit, provide chains and lock on all gate valves with three (3) sets of keys, as required by Local Fire Department."

5. SECTION 06400 - ARCHITECTURAL WOODWORK

   A. Page 3, line 24; insert: "Bulletin Board: Provide 4'-0" x 4'-0" bulletin board with wood frame. Color of tack surface as selected."

6. SECTION 09510 - ACOUSTICAL CEILINGS

   A. Page 2, line 16; insert: "Option: Provide 24" x 48" acoustic panels in lieu of 24" x 24"."

7. SECTION 10520 - PORTABLE FIRE EXTINGUISHERS

   A. Insert the attached section, issued as part of this Addendum.

8. SECTION 10900 - WARDROBE SPECIALTIES

   A. Page 1, line 40; change 1'-6" to 16".

   B. Page 1, line 41; insert: "Option: In lieu of wood pantry door shelves shown, provide "adjustable door/wall rack" with required number of shelves."

9. SECTION 14100 - ELECTRIC ELEVATOR

   A. Delete the Section and insert the attached new section "14200 - Hydraulic Elevator".

10. SECTION 15100 - INTERIOR PLUMBING SYSTEMS

   A. Page 1, line 21; delete.

   B. Page 1, line 44; insert: "including all charges and work in the meter pit."

   C. Page 1, line 48; add: "Painting of piping."

   D. Page 3, line 08; change J.R. Smith 4890 to Josam 58614-10".

   E. Page 4, lines 27-32; delete.

   F. Page 4, line 43; change #626 to #726.

   G. Page 4, line 48; change #S-123 to #S-113.

000101

H. Page 5, line 01; following "Nibco" add: "or Rockwell #143, plug cock."

I. Page 5, line 08; delete.

J. Page 5, line 18; add: "and on cold water risers".

K. Page 5, line 34; add: "Provide 2" insulation on hot water storage tank, and finish with loose glass fiber. Finish with hand finish topped with canvas cloth. Total thickness to be 2-1/2"."

L. Page 5, line 35; change "sink" to read: "Kitchen sinks and handicapped lavatories."

M. Page 5, line 48; add:

"Type "C": Josam Series No. 32124, all cast iron with sediment bucket, double drainage flange, inside caulk connection, and heavy-duty loose set grate.

Type "D": Josam Series 30000-6 AJ cast iron body, inside caulk, 6" diameter adjustable nickel bronze strainer, flashing collar, double drainage flange, and internal backwater valve."

N. Page 5, lines 60-61; delete remainder of sentence following "(Thermo-Pak)".

O. Page 6, line 01; change first sentence to read: "Each shell shall be lined with a phenolic lining."

P. Page 6, line 29; add: "Provide two cradles, shipped loose, mounted on a concrete pad."

Q. Page 6, line 37; change "recirculating piping" to "tank".

R. Page 6, line 38; change 110° to 120°-140°.

S. Page 7, line 20; delete "chrome".

T. Page 7, line 29; following "Standard" insert: "Briggs".

U. Page 7, line 53; change "K-3537-Barlow" to "Conserver #6340 back outlet".

V. Page 7, line 65; change "K-4268-ET" to "Viscount #7785, 18" high".

W. Page 7, line 74; add: "or R-1912 rough brass angle with escutcheons".

X. Page 8, line 01; add: "or PVC with cleanout".

Y. Page 8, line 05; change "K-2022 20" x 18" Greenwich" to "Milton #6610".

Z. Page 8, line 06; delete "Same as P-4" and add: "K-7401-T, modified with 4" wrist handles".

AA. Page 8, line 09; add: "or chrome plated "P" trap, 17 gauge with C.O. and escutcheon."

BB. Page 8, line 14; change "K-12534 Morningside" to "Grace #6645".

CC. Page 8, line 26; delete and insert "Rockwell #16-715 PVC".

DD. Page 8, line 36; add: "or PVC with cleanout".

EE. Page 8, line 37; change "K-6895" to "K-11925 with spray".

FF. Page 8, line 38; add: "or R-1912-1/2 rough brass angle stop and supply with escutcheons".

GG. Page 8, line 46; delete "faucet".

HH. Page 8, line 48; add: "Faucet: #K-6895 Centura with spray hose."

II. Page 8, line 65; change 22 x 17 to 19 x 19.

JJ. Page 9, line 13; change "WC7A" to "BFC7FS".

KK. Page 9, line 39; change "Flash arrestor" to "Standard vent protector cap".

000102

LL. Page 9, line 47; change "Midget Model Liquidometer" to "Preferred Manual Tank Gauge Model #TG-HP-5".

MM. Page 9, line 48; change "Orangeburg" to "PVC".

NN. Page 9, line 52; add: "Muffler and flexible connections supplied by others."

OO. Page 13, line 40; change "at PIV" to "5'-0"".

PP. Page 13, line 47; delete "Factory Mutual".

QQ. Page 13, line 48; delete "and FM".

RR. Page 13, line 62; change "Before PIV valve from street" to "More than 5'-0" from building".

SS. Page 14, line 37; following "shown" insert: "on approved sprinkler shop drawings".

TT. Page 14, line 48; delete "Factory Mutual Insurance Company".

UU. Page 15, lines 28-29, delete all following "and 20".

VV. Page 15, line 31; change 4" to 2".

WW. Page 15, lines 38-39; delete.

XX. Page 15, line 60; change "chrome" to "brass".

YY. Page 15, line 72; change to read: "2-1/" rough brass fire line angle valve with 2-1/2" x 1-1/2" reducer and cap and chains and caps."

ZZ. Page 16, line 02; following "O.S.&Y" add: "or Butterfly Control Valve".

AAA. Page 16, line 09; add: "or W-002-N6".

BBB. Page 16, lines 17-18; delete.

CCC. Page 16, line 28; add: "or special sidewall heads, if required."

DDD. Page 16, lines 34 and 49; delete.

EEE. Page 15, lines 41 and 46; delete " & FM".

FFF. Page 17, line 34; change 104 to 93.

GGG. Page 17, line 72; add: "Set at 150#" following "valve".

HHH. Page 18, lines 35-36; delete.

11. SECTION 15200 - HEATING, VENTILATING AND AIR CONDITIONING

A. Page 1, line 57; add: "Low voltage wiring and interlock wiring as per electrical specification, Division 16100; except boiler wiring is to be by this Section."

B. Page 1, line 63; add: "and sleeves".

C. Page 2, lines 22-24; delete and add: "Community Room - Heating and air conditioning shall be provided by incremental units with fresh air grilles and hot water heat and electric cooling. Units equipped with integral thermostats factory wired."

D. Page 3, line 59; add: "Concrete housekeeping pads for equipment to be by G.C."

E. Page 4, line 48; add: "Access for fire dampers by G.C. per notation on drawing."

F. Page 5, line 56; at the end of sentence add: "at exposed locations only."

G. Page 6, lines 09-12; delete.

H. Page 8, lines 47-49; delete.

I. Page 10, line 14; change T-123 to S-113.

000103

J. Page 10, line 16; add: "Gate valves on baseboard radiation to be bronze stop valves, Nibco #725."

K. Page 10, lines 34-35; delete and add: "Balancing and shut-off valves on baseboard radiation to be bronze stop valves, Nibco #725. Balancing cocks for equipment and piping shall be Fairbanks 4505-2 Perma-Set for sizes 1/2" through 2" and Rockwell Fig. 143 for sizes 2-1/2" and over".

L. Page 10, ine 60; add: "Trane, Sterling, Airtherm, Dunham-Bush, New England Valve Co., or Beacon-Morris."

M. Page 11, line 05; add: "Embassy, Argo, Webster, Sterling Kom-Pak".

N. Page 11, line 28; add: "Trane, Sterling, Airtherm, Dunham-Bush, New England Valve Co. or Beacon-Morris".

O. Page 11, line 32; add: "and Dunham-Bush" after "Sterling".

P. Page 11, lines 59-61; delete and add: "Breeching for boilers and hot water heaters shall be insulated with 1-1/2" thick flexible fiberglass board covered with ASJ finish."

Q. Page 12, lines 39-40; delete the words "equal to a Singer Type J" and ad: "Westinghouse or Singer".

R. Page 13, line 22; delete: "All control wiring and interlock wiring", and add: "boiler wiring".

S. Page 14, line 14; add: "or Thermo-Pak".

12. SECTION 16100 - ELECTRICAL

A. Page 3, line 04; delete "Mains to be thermal magnetic molded case circuit breakers." Insert: "Mains to be quick-make, quick-break fused switches."

B. Page 10, line 48, delete "elevator penthouse".

C. Page 10, line 49, delete "and two spares" and insert: "H & V-1", "REF-7 north corridor exhaust", "REF-8 south corridor exhaust", and two spares."

D. Page 12, line 42, delete "100 KW, 125 KVA, 347 ampere at 500 feet altitude, 85 degrees F., as Kohler Model #ROZ91 Series," and insert: "125 KW, 156.25 KVA, 434 ampere at 500 feet altitude, 85 degrees F. as Kohler Model #125 ROZ81 Series."

DRAWINGS

13. DRAWING A-1, SHEET 10 OF 41

A. Finish Schedule: Change materials on apartment kitchen and bath walls from "vinyl wall covering" to "paint".

14. DRAWING A-3, SHEET 12 OF 41

A. Elevations 1/A-3, 2/A-3, 3/A-3, 4/A-3 and 6/A-3: Delete references to vinyl wall covering and insert: paint.

15. DRAWING A-4, SHEET 13 OF 41

A. Elevations 1/A-4, 5/A-4, 6/A-4, 7/A-4, 8/A-4, 10/A-4 and 13/A-4: Delete references to vinyl wall covering and insert: paint.

16. DRAWING H-2, SHEET 32 OF 41

A. Delete "Air Vent and Purger Detail" as indicated for return main in 8th floor ceiling.

17. DRAWING H-3, SHEET 33 OF 41

000104

A. Typical Baseboard Radiation Detail: Delete reference to "gate valve" and "ball valve" and insert: "stop valve Nibco #725" for each.

B. Boiler Capacity, add to note: "boilers manufactured by Thermo-Pak acceptable."

C. Boiler Room Plan, add note: "Diameters on gas flue may be smaller or larger as per alternate boiler specifications and gas company requirements."

D. Boiler Piping Schematic: "Option: Delete the 4" 3-way mixing valve with the two thermometers, if internal compensated water system is recommended by voiler manufacturer."

E. Boiler Piping Schematic: "Option: 4" Taco multi-purpose valves may be substituted for the 4" check, gate and balancing valves on the discharge lines of both pumps."

F. Boiler Piping Schematic: Change supply and return drops to each boiler from 4" to 3". This will accommodate both the specified Laars boilers and the Thermo-Pak boilers. The headers will remain as 4" as shown.

18. DRAWING H-4, SHEET 34 OF 41

A. Typical 1 BR Unit and Typical 2 BR Unit: Delete reference to "ball valve" and Insert: "stop valve Nibco #725".

19. DRAWING H-5, SHEET 35 OF 41

A. On Duct Risr Diagram R-7 typical for REF-7 and REF-8 fans, add note after smoke detector: "to be furnished and wired by Division 16 - Electrical".

20. DRAWING E-1, SHEET 36 OF 41

A. Floor Plans: At Elevator Machine Room (139), Electric Room (219) (should read 119), and Meter Centers located on 3rd, 5th and 7th floors; provide a smoke detector in lieu of fixed temperature thermodetector.

21. DRAWINGS E-2 AND E-3, SHEETS 37 AND 38 OF 41

A. Typical Unit Plans: At all apartment self-contained smoke detectors affix a label reading: "Local Smoke Only".

(THIS COMPLETES ADDENDUM NO. 1)

000105

RI 81-3042
Mod #1, #2, #3

SUPERSEDEAS DECISION

STATE: Rhode Island
DECISION NO.: RI81-3042 (COUNTIES: STATEWIDE)
Supersedes Decision No. RI81-2054 dated July 18, 1980 in 45 FR 48451. DATE: DATE OF PUBLICATION

DESCRIPTION OF WORK: Building (Including Residential), Heavy, Highway, and Marine Construction Projects

BUILDING CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments: H & W	Pensions	Vacation	Educational and/or Appr. Tr.
ASBESTOS WORKERS	13.18	1.45	1.63		.03
BOILERMAKERS	14.63	1.275	.10½		.03
BRICKLAYERS; STONEMASONS:					
Cities, Towns or Townships of Charlestown, Hopkinton, Peace Dale, Richmond, South Kingstown, Wakefield, Westerly	12.30	1.25	1.35		.02
Remainder of State	12.30	1.25	1.135		.02
CARPENTERS; MILLWRIGHTS; PILEDRIVERMEN; & SOFT FLOOR LAYERS:					
Cities of Providence, Pawtucket, East Providence, Central Falls, Cranston, Warwick, Woonsocket, Towns of Barrington, Burrillville, Warren, Bristol, West Warwick, East Greenwich, West Greenwich, North Providence, Johnston, Cumberland, Lincoln, Smithfield, North Smithfield, Foster, Scituate, Gloucester, Coventry, North Kingstown, South Kingstown, Exeter, Narragansett, Westerly, & Charlestown:					
Building	11.00	.80	1.50		.05
Millwrights	11.25	.80	1.50		.05
City of Newport, Towns of Middletown, Portsmouth, Jamestown, Tiverton, Little Compton, New Shoreham (Block Island) & Prudence Island:					
Carpenters; Soft Floor Layers	12.23	.85	1.00		.03

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Mod #3

DECISION NO. RI81-3042

	Basic Hourly Rates	Fringe Benefits Payments: H & W	Pensions	Vacation	Education and/or Appr. Tr.
CARPENTERS (CONT'D)					
Millwrights (except cities of Tiverton & Little Compton); Pile-drivermen	12.83	.85	1.00		.03
~~Millwrights (Cities of Tiverton & Little Compton)~~	~~13.16~~	~~.85~~	~~1.00~~		~~.10~~
CEMENT MASONS; PLASTERERS: ~~Noonsocket, Ny Smithfield~~, Burrillville, Chepachet, Cumberland (N 1/), & Lincoln	12.30	1.35	1.35		.02
Westerly, Hopkinton, South Kingstown, Charlestown, Richmond, Wakefield, & ~~Peace Dale~~	~~12.30~~	~~1.35~~	~~1.35~~		~~.02~~
Remainder of State:					
Cement Masons	12.35	1.15	.75		
Plasterers	10.85	.90	.45		
ELECTRICIANS:					
~~Tiverton & Little Compton~~	~~11.30~~	~~.70~~	~~3%+1.00~~	~~.65~~	~~.15~~
~~Westerly Township~~	~~13.05~~	~~1.80~~	~~3%+1.60~~		~~.35~~
Remainder of State	13.85	.73	3%+2.05		.02
ELEVATOR CONSTRUCTORS	~~12.42~~	~~1.195~~	~~.95~~	~~.41b~~	~~.035~~
ELEVATOR CONSTRUCTORS' ~~HELPERS~~	~~70%JR~~	~~1.195~~	~~.95~~	~~.41b~~	~~.035~~
~~GLAZIERS~~	~~11.03~~	~~.68~~	~~1.60~~		~~.01~~
IRONWORKERS:					
Ornamental; Reinforcing; & Structural	12.33	1.15	2.35		.05
LABORERS:					
Laborers; Carpenter Tenders; Cement Finisher Tenders; Mason Tenders; Scaffold/Erectors & Wrecking Laborers	10.55	.75	1.10		.10
Asphalt Rakers; Azremen; Pipe-Trench Braacers; Demolition Burners; Chain Saw Ops.; Fence & Guard Rail Erectors; Setters of Metal Forms for Roadways; Pipelayers; Riprap & Dry					

DECISION NO. RI81-3042

	Basic Hourly Rates	Fringe Benefits Payments: H & W	Pensions	Vacation	Education and/or Appr. Tr.
Stonewall Builders; Highway Stone Spreaders; Pneumatic Tool Ops.; Wagon Drill Ops.; Tree Trimmers; Barco Type Jumping Tampers; Mechanical Grinder Ops.; Plasterers' Tenders; Scaffold Builders; & Mortar Mixers	10.80	.75	1.10		.10
Pre-cast Floor and Roof Plank Erectors	11.05	.75	1.10		.10
Pumping Machine Operator	11.15	.75	1.10		.10
Air Track Ops.; Block Pavers; Rammers; & Curb Setters	11.30	.75	1.10		.10
Blasters; Powdermen	11.55	.75	1.00		.04
LATHERS:					
~~Newport Co. (Southern 1/)~~	~~11.65~~	~~.70~~	~~1.00~~		~~.04~~
Remainder of State	10.19	.65	.85		.01
MARBLE SETTERS; TERRAZZO WORKERS; & TILE SETTERS	11.50	1.10	1.15		
MARBLE SETTERS' FINISHERS; TERRAZZO WORKERS FINISHERS; & TILE SETTERS' FINISHERS	10.00	.7	1.99		
PAINTERS:					
~~Adamsville, Gomptony Little Compton, North Tiverton, Sakonnet, & Tiverton~~:					
Brush; Taper:					
New Construction	11.71	.82	1.40		.04
Repaint	9.96	.82	1.40		.04
~~Sandblasting; Spray Steel~~	~~12.71~~	~~.82~~	~~1.40~~		~~.04~~
Remainder of State:					
Brush; Roller; Tapers	11.65	.70	1.05		
Structural Steel; Steam-cleaning	11.90	.70	1.05		
Air Powder Brush Spray & Sand or Water Blasting	12.15	.70	1.05		
	12.65	.70	1.05		

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	Basic Hourly Rate	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Trg.
AINTERS, SIGN: Bristol, Kent, & Providence Cos.	8.80	.64	.40	ord	.04
	13.30	1.03	2.95		.10
LUMBERS					
OOFERS: Composition, Metalproofers	13.15	.75	.70		
Slate, Tile, Precast Concrete	13.35	.75	.70		.12
HEET METAL WORKERS	11.28	.96	1.55		.01
PRINKLER FITTERS	14.81	.95	1.40		.07
TEAMFITTERS	14.70	.83	2.78		

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DECISION NO. RI81-3042
BUILDING CONSTRUCTION
POWER EQUIPMENT OPERATORS:

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Digging Machine; Knee Carriers; Cranes; Pile Drivers; Lighters; Locomotives; Derricks; Hoists; Pavers; and Front End Loaders 3 yds. and over	13.765	.95	1.30		.15
Backhoe Type Equipment	13.54	.95	1.30		.15
Fork Lift	13.34	.95	1.30		.15
Firemen and Oilers; Bulldozers; Graders; Spreaders; Tractors; Scrapers and Rollers	10.04	.95	1.30		.15
Front-end Loaders, less than 3 yards	12.24	.95	1.30		.15
Pipling Type Backhoe	12.84	.95	1.30		.15
Well-point Installation	12.69	.95	1.30		.15
Gas or electric Driven Pumps; Heaters; Concrete Mixers; Concrete Pumps; Stone Crushers; Air Compressors; Welding Machines and Generators for Light Plants	12.415	.95	1.30		.15
	10.39	.95	1.30		.15

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PAID HOLIDAYS:
A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; & F-Christmas Day.

FOOTNOTES:
a. 7 paid holidays: A through F, plus Day after Thanksgiving.
b. Employer contributes $1 basic hourly rate for 5 years or more of service; $1 basic hourly rate for 6 months to 5 years of service as vacation pay credit.
c. 5 paid holidays: A through F, plus V. J. Day; Columbus Day.
d. One year's seniority - one-week's paid vacation; 2 years' seniority - 2 weeks' paid vacation.
e. 7 paid holidays: A through F, plus Columbus Day provided employee has been employed 5 working days prior to the holiday and provided the employee works the scheduled work days immediately preceding and following the holiday.

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DECISION NO. RI81-3047 - Mod. 11
(46 FR 42615 August 21, 1981)
Statewide, Rhode Island

Modification Page 25

COUNCIL	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
BUILDING CONSTRUCTION					
ELEVATOR CONSTRUCTORS	13.67	1.345	1.085	a+b	.035
ELEVATOR CONSTRUCTORS HELPER	9.57	1.345	1.085	a+b	.035
ELEVATOR CONSTRUCTORS HELPER PROBATIONARY	6.835	.962	1.60		.01
GLAZIERS	12.08				

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(46 FR 42611) ... ct 21, 1981)
Statewide, R... Island

IRR #2

Classes	Basic Hourly Rates	Fringe Benefits Payments H & W	Pensions	Vacation	Education and/or Appr. Tr.
BUILDING CONSTRUCTION					
ROOFERS					
Composition, Damp & Waterproofers	13.00	1.40	.70		
Slate, Tile, Precast concrete	13.20	1.40	.70		
HEAVY & HIGHWAY CONSTRUCTION					
LABORERS					
Laborers, Carpenter, Cement Finisher Tenders & Wrecking Laborers	10.55	.80	1.10		.10
Adzemen, Asphalt Rakers, Barco-type Jumping Tampers, Chain Saw Ops., concrete & Power Buggy Ops., Concrete Saw Ops., Demolition Burners, Fence & Guard Rail Erectors, Highway Stone Spreaders, Mason Tenders, Mechanical Grinder Ops., Mortar Mixers, Pipelayers, Pipe Trench Bracers, Pneumatic Tool Ops., Riprap & Dry Stonewall Builders, Scaffold Erectors, Setters of Metal Forms for Roadways, Vacuum Drill Ops., Wood Chipper Ops.	10.80	.80	1.10		.10
Air track drill ops, Brick Pavers, Block Pavers, Rammers, Curb Setters	11.30	.80	1.10		.10
Blasters & Powderman	11.55	.80	1.10		.10
Open Air Caisson, Underpinning and Boring Crews:					
Bottom man	12.05	.80	1.10		.10
Laborer, Top Man	11.30	.80	1.10		.10
Driller	12.17	.80	1.10		.10

DECISION NO. RI81-3047 - Mod #2 (Cont'd)

Classes	Basic Hourly Rates	Fringe Benefits Payments H & W	Pensions	Vacation	Education and/or Appr. Tr.
POWER EQUIPMENT OPERATORS WATER AND SEWERLINE PROJECTS, HIGHWAY CONSTRUCTION AND BRIDGE INCIDENTAL TO HIGHWAY CONSTRUCTION PROJECTS					
CLASS 1	13.0[illegible]	1.00	1.30		
CLASS 2	12.99[illegible]	1.00	1.30		
CLASS 3	12.87[illegible]	1.00	1.30		
CLASS 4	12.625	1.00	1.30		
CLASS 5	12.325	1.00	1.30		
CLASS 6	12.825	1.00	1.30		
CLASS 7	12.445	1.00	1.30		
CLASS 8	12.425	1.00	1.30		
CLASS 9	10.445	1.00	1.30		
CLASS 10	11.425	1.00	1.30		
CLASS 11	11.225	1.00	1.30		
CLASS 12	11.895	1.00	1.30		
CLASS 13	11.625	1.00	1.30		
CLASS 14	11.275	1.00	1.30		

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R1-81-3042 Mod #3

DECISION NO. PA81-3091 MOD. NO. 1 (46 FR 62761 - December 28, 1981) Greene, Somerset & Potter Counties, Pennsylvania	Basic Hourly Rates	Fringe Benefits Payments H & W	Pensions	Vacation	Education and/or Appr. Tr.
CHANGE:					
Carpenters:					
Somerset & Potter Counties	$12.65	6½%	8%	10%	
Electricians:					
Greene & Somerset Counties	15.95	1.75	3%+1.00		.10
Line Construction:					
Greene & Somerset Counties:					
Linemen	16.93	.60	3%		3/8%
Groundmen	10.15	.60	3%		3/8%
Winch truck op.	11.85	.60	3%		3/8%
DECISION NO. R181-3042 - Mod. #3 (46 FR 42615 August 21 1981) Statewide, Rhode Island					
CHANGE:					
BUILDING CONSTRUCTION					
BOILERMAKERS	16.53	1.275	10%		.04
CARPENTERS					
Statewide					
Carpenters	13.00	.90	2.00		.03
Millwrights	13.25	.90	2.00		.03

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MODIFICATION PAGE 9

DECISION NO. PA81-2041
MOD. NO. 6
(46 FR 34134 - July 6, 1981)
Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Franklin, Fulton, Huntingdon, Indiana, Jefferson, Mercer, Potter, Somerset, Venango, Warren, Washington & Westmoreland Counties, Pennsylvania

ADD:
Reinforcing
Zone 3

ZONE - 3 - Allegheny, Armstrong, Beaver, Butler, Cambria, Clinton,

	Basic Hourly Rate	H & W	Pension	Vacation	Education and/or Apprenticeship
					.07
	11.24	1.20	2.61		

MILE COVERED BY IRONWORKERS ZONE

MODIFICATION PAGE 8

October 30, 1981)

	Basic Hourly Rate	H & W	Pension	Vacation	Education and/or Apprenticeship
	$13.44	1.00	1.00		.05
	14.40	1.00			.03
	11.4975	$ 39.50	$ 51.00		
	11.2475	$ 39.50	$ 51.00		
	10.6975	$ 39.50	$ 51.00		
	10.4475	$ 39.50	$ 51.00		
	10.47	$ 39.50	$ 30.00		
	10.37	$ 39.50	$ 30.00		
	10.57	$ 39.50	$ 30.00		
	10.67	$ 39.50	$ 30.00		

a. Per week

DECISION NO. KY81-3042 -
MOD. 11
(46 FR 42615 - August 21, 1981)
STATEWIDE, RHODE ISLAND

ADD:
CARPENTERS, Residential
(4 stories or less)

	Basic Hourly Rate	H & W	Pension	Vacation	Education and/or Apprenticeship
	10.40	.90	2.00		.05

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CAST-IN-PLACE CONCRETE PILES (INTERPILES)

1.0 GENERAL

1.1 Intent

It is the intent of this section to provide completed 20-inch-diameter cast-in-place concrete piles to support a maximum design load of 75 tons each.

1.2 Qualifications

The Contractor shall be experienced in the installation of this type of pile and shall have performed installations on sites with similar soil conditions. He shall provide a competent and experienced foreman who shall be responsible for successfully carrying out the installation in conformance with these specifications. The Contractor shall be approved by the Engineer, however this approval shall in no way imply acceptance of responsibility by the Engineer for the Contractor's inability to perform the work.

1.3 Work Included

This item includes all labor, materials, equipment, appliances, transportation, services, and other items necessary to completely furnish and install all concrete piles and related work as shown on the Drawings and specified herein, including:

A. Driving the drive tube into the required bearing stratum using approved hammer and mandrel.

B. Furnishing and placing concrete in pile shaft during installation.

C. Furnishing and placing reinforcing steel within completed pile shafts as shown on the plans.

1.4 Subsurface Soil Data and Site Conditions

It is the obligation of the Contractor to visit the site, to verify all dimensions in the field, and to review logs of borings, jar soil samples, records of investigations, and other pertinent data, and to employ all other means at his disposal to familiarize himself completely with conditions existing at the site. At his expense, the Contractor should take whatever additional borings or explorations he deems necessary.

Logs of borings are appended hereto and are hereby made part of these specifications. Jar soil samples may be examined upon request to the Engineer.

All subsurface data provided are for general information and are offered for whatever value they may be. It is the Contractor's sole responsibility to make interpretations and draw conclusions with respect to the character of the materials to be encountered and their impact upon his work based on his expert knowledge of the area and of pile installation techniques. Neither the Owner nor the Engineer will assume responsibility for the accuracy of the data other than at the location and at the time the subsurface exploration was made.

The Contractor shall view the site to familiarize himself with surficial conditions, available access to pile locations, storage and staging areas, etc.

1.5 Standards

All work performed under this section shall conform to generally accepted engineering standards and shall be of highest quality workmanlike construction.

1.6 Layout and Records

A. Piles shall be located and staked by the Contractor, and the Contractor shall maintain all location stakes, established all elevations of all piles. Permanent bench marks have been established near the site, as shown on the Contract Drawings.

B. Full-time observation and logging of all pile installation operations will be provided by the Owner or his authorized representative. No pile shall be driven or filled with concrete except in the presence of the Owner or his authorized representative.

C. The Contractor shall employ, within his Contract Price, a licensed Registered Land Surveyor or a Registered Professional Engineer, familiar with this type of work, who shall establish lines, grades, and the accurate locations for all piles after installation. The Contractor shall be responsible for correct locations of piles.

D. The Contractor shall keep a record, independent of that which may be made by the Owner's representative, of all pertinent data relative to the installation of piles. This record

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shall be available for the Engineer's inspection, being transmitted to him as he directs. This record is to include for each pile:

1. Date and time of installation.
2. Total penetration of tip at termination of driving.
3. Cut-off elevation.
4. Location of each pile in relation to design location.

2.0 MATERIALS

2.1 Equipment

The pile shall be constructed using equipment which will provide a continuous concrete pile a minimum of twenty inches (20") in diameter. The plow point shall be composed of mild steel having a minimum diameter of twenty inches (20") and a minimum thickness of 3/4 inches. The plow point pusher (hereinafter termed "mandrel") shall have an outside diameter at least four inches (4") smaller than the plow point diameter, and shall be composed of steel having sufficient thickness to withstand driving stresses. The configuration and size and openings in the mandrel shall be sufficient to allow grout to be supplied continuously to the full diameter of the pile, yet shall not weaken the pile section during driving.

Prior to the initiation of work, the Contractor shall furnish to the Engineer sufficient data on the concrete hopper such that the Engineer may determine by field measurement the quantity of grout within the hopper at any point in time. A suitable staff gage or other measuring device will be required such that the Engineer's representative can determine the amount of grout being supplied to the pile at all times during installation.

Piles shall be driven with a single or double acting steam, air or diesel hammer in first class operating condition. The type of equipment and the energy of the hammer to be used shall be determined by the piling Contractor with the approval of the Engineer. Swinging leads will be permitted for driving the piling if the Contractor can demonstrate to the Engineer that the pile can be installed within the tolerances specified herein.

Capblocks shall be of the proper size, dimension and type to fit the hammer and driving conditions.

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2.2 Concrete

The concrete grout for the Interpile Cast-In-Place Concrete Pile shall have a minimum compressive strength of 3000 psi in 28 days. It shall be composed of Type I cement, sand, water, flyash, and an approved fluidifier. The pile Contractor shall submit mix designs to the Engineer for his review and approval. The flow of the grout shall be checked and recorded prior to filling the hopper for each pile.

2.3 Steel Reinforcements

Steel reinforcements,as required by the Contract Drawings, shall be made of new billet steel, intermediate grade, complying with ASTM Specification A-615 Grade 60, or as shown on the Drawings.

3.0 EXECUTION

3.1 Driving

The plow point and mandrel shall be driven in the designated locations using an approved hammer, cushion,and capblock assembly as previously outlined.

Driving shall be continuous insofar as practicable over the entire pile length, but in all cases over the final ten percent (10%) of the pile length. Prior to and during driving, the concrete hopper shall be filled with a sufficient quantity of concrete grout such that a head of grout is maintained above the ground surface at all times. The quantity of grout supplied to the hopper shall be measureable by the Engineer.

The plow point and mandrel shall be driven,as a minimum requirement,into the medium dense sand layer underlying the site, and completely through any overlying fills and/or loose sands. Based upon a minimum rated hammer energy of 19,000 ft. lbs., the final driving criteria for initial piles shall not be less than six (6) blows per inch of penetration or to a total depth of forty (40) feet, whichever occurs at a higher elevation. The final driving criteria will be re-evaluated based on the results of the pile load test(s).

The mandrel shall be marked in one foot (1') increments over the entire length to allow the Engineer to record driving resistance with depth. An appropriate visible means of determining final driving resistance will be provided by the Contractor and shall include accurate inch markings on the mandrel or a calibrated stick and a fixed reference line. Final driving resistance will not be determined from markings on leads or other movable objects.

3.2 Concreting

Concreting shall be performed concurrently with driving as previously outlined, and a constant head of concrete grout shall be maintained within the hopper at all times.

3.3 Reinforcement

If required, the shaft shall be reinforced as indicated on the plans. Reinforcement shall be assembled, securely tied together, and placed in shaft as a unit. Spacers shall be used to center reinforcement in the shaft and maintain alignment.

3.4 Obstructions

Where obstructions make it impossible to drive piles at the location shown and to the required bearing stratum, the Contractor shall resort to all usual methods to install piles as required, including spudding, jetting, and other methods. Excavation for removal of obstructions above cutoff elevation shall be at no additional cost to the Owner. If the Engineer determines that obstruction should be removed by excavation to a greater depth than cutoff elevation, the Contractor will be reimbursed for the additional work of removing obstructions and backfilling below cutoff elevation. No additional payment for removal of any obstruction will be made unless approval of such work has been made in writing by the Engineer in advance of execution of the work.

Piles abandoned because of obstructions encountered below cutoff elevation shall either be cut off and filled with compacted sand or concrete; or be pulled out, at the discretion of the Engineer. In either case, the Contractor will be paid on the basis of the number of additional piles required, as agreed to in writing by the Engineer.

3.5 Records

The Contractor shall maintain complete and accurate records of all piles, showing reference number for each pile, depth of tip, amount of concrete used in each pile, and diameter and type of shaft. Unusual conditions encountered during pile installation shall be noted.

3.6 Tolerances

The Contractor shall carefully locate the piles to lines and spacing shown on drawings; the mandrel shall be in a plumb position. The maximum permissible deviation of the top of the

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pile at cutoff elevation from the true plan location shall be three inches (3") unless noted otherwise on the drawings. The top of the concrete shall not vary in elevation more than one-half inch (1/2") from that shown on the drawings.

3.7 Piles Damaged, Mislocated, or Out of Alignment

Piles damaged, mislocated, or out of alignment beyond maximum tolerances shall be abandoned, and additional piles shall be placed as directed, all without additional cost to the Owner. Additional corrective measures the Engineer may require to substitute for abandoned piles shall be accomplished without additional cost to the Owner.

3.8 Adjacent Piles

Once a pile has been completed, additional piles shall not be installed within a ten (10) foot radius until freshly placed concrete grout has aged for at least three (3) days.

3.9 Pile Heave

The Contractor shall place a bench mark on each pile immediately after installation and after a reading of pile top elevation has been made. Readings of the pile heave shall be made by the Contractor after all piles within twenty-five feet (25') of the pile have been driven. If a pile heave of greater than one-half inch (1/2") is observed, the pile shall be rejected unless the Contractor can demonstrate that the pile is capable of carrying the design load.

4.0 OBSERVATION AND TESTS

4.1 Observations

All work performed under this Contract shall be subject to observation and tests by the Owner's representative employed, supervised, and paid for by the Owner except where additional tests and observations are required due to unacceptable work, in which case, the Contractor shall be charged for the cost of such additional tests and observations. The Contractor shall cooperate with the Owner's representative and shall furnish all materials and facilities as may be required, and shall provide convenient access to all parts of the work for purpose of observations to check compliance with the plans and specifications.

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4.2 Concrete Tests

Concrete work shall be subject to the same requirements as specified in Cast-in-Place Concrete. A qualified concrete testing laboratory will be employed by the Owner to test concrete strength. A minimum of one (1) set of four (4) cylinders shall be taken for each day's work or each fifty cubic yards (50 yd^3) placed, whichever required the most cylinders.

5.0 MEASUREMENTS

(Not applicable)

6.0 BASIS OF PAYMENT

6.1 Production Piles and Test Piles

Mobilization, dismantling, materials and labor required to install the piles indicated on the project drawings shall be paid for on a lump sum basis.

6.2 Additional Piles

Any additional piles required because of obstructions, as defined in Section 3.4 or as required by the Engineer, shall be paid for on a per pile basis.

7.0 TEST PILES AND LOAD TEST

7.1 Test Piles

Three (3) test piles, conforming to requirements for permanent piles of type specified below, shall be installed at the locations indicated or as directed by the Engineer. Remaining piles shall not be installed until the load test has been successfully completed. Verification of assumed design working capacities or piles and corresponding driving criteria shall be made by static loading and measuring test piles as specified below. Test piles shall be placed in permanent locations and may be incorporated into work if, after satisfactory completion of load test(s), piles are approved for inclusion in work by the Engineer.

7.2 Load Test

One load test shall be carried out to a maximum load of one hundred fifty (150) tons. The test shall be executed in accordance with the specifications entitled, "Pile Load Test".

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PILE LOAD TEST

1. GENERAL

1.1 Intent

The intent of this section is to provide complete compression load test of piles to a maximum load at least twice the pile design load.

1.2 Work Included

The work covered by this section shall consist of the following:

A. The Contractor shall provide all labor, materials, equipment, appliances, transportation, services, lighting, and other items necessary to execute completely 24-hour-per-day work on load tests and shall perform load tests at the location(s) designated by the Engineer.

B. One load compression test shall be carried out to 150 tons. A minimum of 3 piles shall be driven prior to selecting a pile for testing.

C. Additional piles may be tested if nonuniform pile-driving conditions are encountered or if the first load test proves unsatisfactory.

1.3 Qualification Requirements

The Contractor performing this work shall be experienced in this type of work and shall provide a competent, experienced person to be in charge at the site. As a minimum, the Contractor shall provide evidence of having successfully completed at least three (3) pile load tests of the scope and magnitude required for this project.

2. MATERIALS - NOT SPECIFIED

3. SUBMITTALS

Prior to commencement of work, the following submittals shall be made:

A. At least one (1) week prior to the start of the load test(s), the Contractor shall submit to the Engineer, for review

and approval, drawings showing complete details of all equipment and apparatus to be used for the compression load test(s). The apparatus shall include suitable protective covering to prevent rain, wind, and sunlight from interferring with test measurements. The Contractor shall provide suitable bracing of reaction beams and frames to prevent buckling or movement of test apparatus. Safety supports shall be provided in the event of abrupt failure of the tested pile or any element of the load test apparatus.

B. The Contractor shall submit a calibration record for the hydraulic jack to be used for the compression load test. The jack, including the complete assembly of pumps, gages, and ram to be used in the tests, shall be calibrated for this project by an approved testing laboratory. The Contractor shall provide space, approximately twelve inches (12") within the load test setup, for the placement of a load cell and associated steel shims. The load cell shall be provided by the Engineer.

4. EXECUTION

4.1 General Test Procedures

The compression load test shall be conducted in strict accordance with ASTM procedures outlined in "Standard Method of Testing Piles under Static Axial Compressive Load" D1143-81, using the "Standard Loading Procedure". The Contractor and/or Sub-contractor shall furnish a detailed plan and description of the testing apparatus and procedure to the Engineer for approval as called for in Section 3.A. If requested by the Engineer, the design of the test apparatus shall be prepared by a Registered Professional Engineer.

4.2 Concrete Strength

Test piles shall have been in place and (fully concreted, if of cast-in-place concrete) for at least ninety-six hours (96 hrs.) to permit concrete to attain specified strength and to permit soil stresses generated during installation to stabilize. The Contractor shall provide concrete for such additional cylinders as necessary to show that satisfactory concrete strength has been achieved prior to testing. Piles shall not be tested until cylinder strength tests show that design concrete compression strength has been attained.

4.3 Apparatus for Measuring Movements

A. Settlement readings and rebounds shall be made with a minimum of three (3) separate and different methods of measuring in accordance with the latest requirements of ASTM Method D-1143.

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B. Micrometer dial gages, reading accurately to one thousandth inch (0.001") shall be one of the three methods employed for the measurement of settlement and rebound. Three (3) dial gages shall be used, spaced at one hundred twenty degrees (120°) around the pile. All readings shall be made as outlined by the Engineer.

4.4 Loading Procedures

A. Loads shall be applied directly to the pile by hydraulic/pneumatic jacks acting against a weighted box or platform as specified in ASTM Method D-1143. The box or platform shall be of such size as to maintain sufficient weight for one-hundred-twenty-five percent (125%) of the maximum test load.

B. Contractor may propose alternative reaction support to the Engineer for review and approval.

5. OBSERVATIONS AND TESTING

The Engineer will observe and record all load-settlement or deflection data during the course of the load tests. The Contractor shall provide personnel at the site twenty-four hours (24 hrs.) per day, as required during testing, to operate the hydraulic jack and all related equipment necessary to vary and maintain load increments on test piles.

6. MEASUREMENTS

Compression pile load tests will be measured for payment as complete units if acceptable. Acceptance of pile load test will be based on the Contractor maintaining the required load magnitude for the required duration. Tests terminated due to failure of loading or measurement equipment supplied by the Contractor or due to structural failure of the pile will not be measured for payment. Test terminated due to failure of the tested pile due to inadequate soil bearing will be paid for, whether or not the pile itself is accepted. Measurement of tested pile is covered in other specification sections.

7. PAYMENT

The pile load test unit price shall include constructing the test load reaction system; driving and removing temporary piles and supports; furnishing protective coverings; operating and reading jacks, gages, and related equipment; and all labor, materials, equipment, tools, and incidentals necessary for proper execution of the pile load test as specified. There will be no additional payment if the test pile is later used as a production pile. The cost of any extra cutoff and steel reinforcement installation required for load test execution shall be included in the test pile price.

* END OF SECTION *

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PART 1 - GENERAL

RELATED DOCUMENTS:

The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the specification are a part of this section, which shall consist of all labor, equipment and materials necessary to complete all portable fire extinguisher work indicated on the drawings, herein specified, or both.

DESCRIPTION OF WORK:

The extent of portable fire extinguishers and cabinets is as shown and cross-referenced with the symbols ("FE-___") hereinafter designated.

QUALITY ASSURANCE:

Unless otherwise acceptable to the Architect, furnish portable fire extinguishers and accessories by only one manufacturer.

Manufacturer: Provide portable fire extinguishers manufactured by one of the following:

W.D. Allen Mfg. co.
Elkhart Brass Mfg. Co., Inc.
General Fire Extinguisher Corp.
Walter Kidde & Company
Norris Industries
J.L. Industries (as specified)
Seco

SUBMITTALS:

Manufacturer's Data: For information only, submit copies of manufacturer's technical data and installation instructions for all portable fire extinguishers and cabinets required. Transmit copy of each instruction to the Installer.

Service Data: Submit certified service data, which clearly indicates date of service; name, type and number of extinguisher, and other pertinent data, including suggested date for next service check.

PART 2 - PRODUCTS

FIRE EXTINGUISHERS:

Provide fire extinguishers for each extinguisher cabinet and other locations as shown. Furnish only new fire extinguishers which are approved and labeled by Underwriters' Laboratories.

Provide colors and finishes of materials for portable fire extinguishers as indicated or, if not indicated, as selected by the Architect from manufacturer's standard.

Fill and service extinguishers in accordance with governing authorities; and not any before fifteen calendar days prior to the date of Substantial Completion.

Provide manufactuer's standard mounting brackets for extinguishers not located in cabinets.

FIRE EXTINGUISHER SCHEDULE:

FE-1:

Extinguisher: "Grenadier", 2 - 1/2 gallon pressurized water.

Cabinet: Fully recessed, "Academy", metal frame primed for field painting.

FE-2:

Extinguisher: "Cosmic E", 10 lb., ABC dry chemical.

Bracket: Mark Series, as required.

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FE-3:

Extinguisher: "Cosmic E", 5 lb., ABC dry chemical.

Bracket: Mark Series, as required.

PART 3 - EXECUTION

INSPECTION:

Installer must examine the substrates and conditions under which the firefighting devices are to be installed, and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

INSTALLATION:

Install in locations and at mounting height to comply with governing authorities. Prepare recesses in walls as required. Securely fasten to structure, square and plumb, in accordance with manufacturer's instructions.

Wherever exact location of surface-mounted units is not shown, locate as directed by Architect.

IDENTIFICATION:

After installation and finishing (if any) is completed, apply red letter decals spelling 'FIRE EXTINGUISHER'. Letter size, style and location as selected by the Architect.

(END OF SECTION 10520)

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PART 1 - GENERAL

RELATED DOCUMENTS:

The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the specification are a part of this section, which shall consist of all labor, equipment and materials necessary to complete all hydraulic elevator work indicated on the drawings, herein specified, or both.

Work Specified Elsewhere:

Preparatory work in conjunction with the elevator installation as specified elsewhere and will consist of the following:

Providing a legal hoistway properly framed and enclosed and furnishing a pit of proper depth. Supplying drains and waterproofing for the pit, if required. Providing a properly lighted and ventilated machine room including concrete floors and foundation for the pumping unit. Also access doors, ladders and guards as required. Furnishing in place as located on the drawings, all supports for the guide rail brackets and supports for the cylinder. Guarding and protecting the hoistway during the time equipment is being installed. Furnishing water, if required, for sinking cylinder well.

Supply electric feeder wires to terminals of elevator control panel and include necessary fused main line switch or circuit breaker. Provide hoistway outlets for car light and for light in the pit. Also, outlets in the machine room for light. Furnish the required electric power for testing and adjusting the elevator equipment. Provide the required heat and smoke detectors for feeders to elevator machine room.

All cutting of walls, floors or partitions together with any repairs made necessary thereby, including sleeves as required.

Supports for hoistway door sills and necessary grouting under the sills.

Staking the location of the elevator pit and data to reference these stakes to a permanent site marker, so that the center of the well hole can be accurately located by the elevator manufacturer and well digger.

QUALITY ASSURANCE:

Submit shop drawings for approval. Provide all licenses and permits and arrange for and make all inspections and tests required thereby.

Provide a quality maintenance service consisting of regular examinations, adjustments and lubrication of the elevator equipment for a period of three months after the elevator has been turned over for the Owner's use. Perform all work by competent employees during regular working hours of regular working days and shall include emergency 24 hour call back service. This service will not cover adjustments or repairs due to negligence, misuse, abuse, accidents, or consequential damage not caused by the elevator contractor. Provide only genuine parts and supplies the same as used in the manufacture and installation of the original equipment.

MISCELLANEOUS REQUIREMENTS:

Permits and Inspections: Obtain and pay for necessary Municipal of State Inspection and permit, and make such tests as are called for by the regulations of such authorities. These tests shall be made in the presence of the authorized representative of such authorities.

Temporary Use of Elevator: Do not permit use of elevator for construction purposes or during construction period without written permission from the Architects.

PART 2 - PRODUCTS

Manufacture: Payne Elevator Company.

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Equipment:

Number and type:	Two oil hydraulic passenger.
Capacity:	Car "A" - 2500 lbs.; Car "B" - 2000 lbs.
Speed:	125 feet per minute.
Travel:	First to eighth floor a distance of approximately 62'-8".

Number of landings:	Eight (8).
Number of openings:	Eight (8) each in line.
Platform size:	Elevator "A" - 7'-0" W by 5'-5" front to back; Elevator "B" - 6'-0" W by 5'-5" front to back.
Car flooring:	Vinyl tile.
Sound isolation:	Bolster.
Guide shoes:	Swivel.
Guide rails:	15 lbs.
Rail lubricator:	Dry silicone.
Pit buffers:	Spring.
Machine location:	Bottom landing.
Motor size:	Horsepower Car "A"-40 HP; Car "B"-30HP; resistance starting using wye delta.
Power supply motor:	208 volts, 3 phase, 60 cycle.
Power supply signals:	110 volts, 1 phase, 60 cycle.
Lighting supply:	110 volts, 1 phase, 60 cycle.
Control:	Rheostatic.
Operation:	Duplex Selective Collective.
Leveling:	Two-way.
Signals:	Light-up buttons in car and at landings. Alarm bell. Direction arrow fixture in car jamb. Car position indicator in car and at first floor.
Finish of signal faceplates:	Stainless steel.
Car and hoistway door operation:	Power; door speed 2 F.P.S.
Car enclosure:	As specified.
Hoistway doors:	"A" - single speed side opening 3'-6" x 7'-0"; "B" - single speed side opening 3'-0" x 7'-0".

Electric Wiring and Piping:

Provide all necessary wiring and piping in the machine room and hoistway in accordance with the applicable code. All wiring shall be done in rigid conduit, electric metallic tubing or troughs except to adjustable switches which shall be connected by short lengths of flexible conduit. Flexible control cables shall be of approved design and quality. Underground electrical piping shall be in conduit and installed in orangeburg pipe and receive two coats of asphaltum.

Emergency Stop Switch:

Provide an emergency stop switch in the car which when set in the OFF position shall cut off power to the operating circuits and power unit and bring the car to rest independently of any other operating device and maintain the car out of service until reset to the running position.

Electric Interlock:

Provide each hoistway door or gate with an approved interlock unit complying with the applicable code and which shall prevent the operation of the elevator from any of the regular operating devices if all doors or gates are not in the closed and locked position.

Terminal Stop Switches:

Equip the elevator with normal and final terminal stopping switches located in the hoistway and operated by a car limit cam that automatically brings the car to a stop at the terminal landings independent of the regular operating device in the car. In the event that the car passes through the terminal floor zone and comes to rest on a final limit switch, the car shall be shut down until manually restored to service.

Top of Car Operation and Hoistway Access Switch:

Provide a top of car operating station for inspection purposes, and hoistway access switches with two-way zone operation in accordance with the provisions of the applicable code. A key operated inspection switch shall be provided in the car operating station.

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Power Unit:

Assemble and test the power or pumping unit in the factory under simulated field conditions to satisfy the project specifications. The elevator shall be powered in the up direction by a motor driven pump delivering oil under pressure and lowered through a valve manifold at a controlled rate of speed. The completely assembled unit

shall contain the following components:

Pump: High efficiency, self-lubricating of positive displacement design, providing a smooth flow of oil with a minimum of pulsation.

Motor: A high torque motor especially designed for oil hydraulic elevator duty having sealed ball bearings and of a rating to comply with the requirements of the specifications.

Drive: Multi-V belt with balanced pulleys of a size and grooving for the duty specified. Provide a removable belt guard.

Oil Control Manifold Unit: Having external adjustments, replaceable disc seats and including the following components: a relief valve to provide positive pressure overload protection. A safety check valve to prevent any perceptible reverse flow and designed to support a fully loaded elevator on a locked column of oil. A valve to automatically sense the load on the elevator and perform the following functions: In the up direction, by pass the initial flow of oil to allow the motor to come up to speed, then provide smooth acceleration of the elevator to full speed, and at the point of slowdown automatically bring the elevator to leveling speed and unload the system at the instant of stopping to provide accurate stops. A similar valve is to provide smooth down starts, acceleration, a controlled down speed and slow-down to leveling speed assuring accurate stops. The valves shall be adjustable for leveling to within 1/4" accuracy providing the releveling and recovery from a stalled condition. A manually operated oil by-pass shall be provided to allow the elevator to be lowered in the event of a control circuit or power failure.

Oil Reservoir: Of compact design with an oil capacity suitable for the specified elevator travel with sufficient reserve to prevent oil cavitation at the extreme limit of travel. Made of heavy gauge steel, the reservoir shall be properly reinforced and baffled and be fitted with a tight cover and an air breather. A shut-off valve shall be provided on the suction and return oil lines and a fine mesh strainer provided in the suction line. An oil level gauge shall provide visual indication of the oil level in the system when the car is at the bottom terminal landing. A structural steel base shall support the oil reservoir and provide a rubber isolated mounting for the pump, adjustable motor base and manifold. A removable drip pan shall be provided. Provide sound isolating panels on all sides of the unit at the pump and motor level.

Oil Viscosity Control: Provide complete hydraulic and electronic control which shall maintain all of the hydraulic fluid in the reservoir, pump and control valve at a minimum temperature of 100 degrees F. at all times. If the oil temperature drops below this preset minimum, the elevator will be dispatched automatically to the lowest terminal floor at which point the pump shall bypass oil in the system without car motion until the preset temperature is reached. Normal response to passenger demand will not be affected by this control.

Provide open transition Wye-delta reduced voltage starting to limit starting current to 300% of full load current. Provide a voltage stabilizer transformer to maintain low voltage during the transition period on reduced voltage starting.

Plunger Assembly:

Design the plunger assembly to conform to the applicable code requirements for strength and materials, of adequate size to provide oil pressure within acceptable limits of good elevator practices and shall consist of the following: An outer cylinder of heavy gauge steel pipe of proper size to insure clearance for the plunger stop plate; bottom of pipe shall be sealed with a welded steel plate, and have a welded and machined flange at the top. The oil pipe inlet shall be of a size and design to provide proper oil flow with a minimum of turbulence. An air bleeder shall be provided. If a multiple section cylinder is required, joints shall be made with heavy duty threaded and welded couplings. The outer surface shall be coated with a rust inhibitor paint and a coat of asphaltum, and the interior surface thoroughly cleaned. The inner plunger is to be made of heavy wall seamless tubing accurately ground and polished to correct size, roundness and finish. The bottom of the piston shall be closed with a heavy steel plate which shall act as a stop plate and prevent the plunger from leaving the cylinder. The top of the piston shall be secured to the car frame by means of a platen plate. The cylinder head shall have accurately machined top and bottom surfaces, with an internal babbitt-lined bearing and non-adjustable packing of a size, design and composition to effectively prevent oil leakage. A drip ring and an oil return line shall be provided. Brackets shall be welded to the cylinder to provide supports for the elevator pit channels. The utmost care shall be employed in installing the cylinder to insure that the cylinder unit is

plumb and set at a height to insure proper top and bottom over-travel.

Plunger Hole:

Include the cost of excavating the plunger hole and providing the drill casing in the grid, based on excavation by drilling or other methods to meet any contingencies without additional cost to Owner. Weld a water stop ring to the casing. Use a portable on-site over the pit drill rig if necessary.

Oil:

Fill the cylinder and reservoir with especially prepared hydraulic oil of proper viscosity, and lubricating qualities, compounded to the manufacturer's specifications. Provide sufficient oil to lift the elevator to its upper terminal limit of travel with an adequate reserve supply to prevent oil cavitating.

Oil Piping:

Provide piping and fittings conforming to code requirements between the power unit and plunger assembly. A self-cleaning main line strainer containing a fine mesh element and magnetic drain plus a gate valve or shut-off cock shall be installed in the oil line close to the cylinder. Piping shall be of a size and design to minimize turbulence and restriction of oil flow. Where the oil piping is underground or buried in a concrete slab, it shall be installed in orangeburg pipe or a trench provided by the General Contractor. It shall be protected against corrosion by receiving two coats of asphaltum.

Muffler:

Provide a blow-out proof muffler in the oil pipe line adjacent to or incorporated in the design of the power unit.

Pit Buffers:

Provide spring buffers securely fastened in the pit, so located that the car will come to rest on fully compressed buffers before the plunger reaches its down limit of travel. Buffer plates shall be securely fastened to the bottom of the car sling. The pit slab shall be reinforced to support the dead load and impact load of the elevator system.

Guide Rails and Brackets:

Provide planned steel elevator guide rails conforming to code requirements, erected plumb and securely fastened to the building structure with steel brackets.

Car Sling and Platform:

Provide the car sling and platform, constructed of structural steel shapes, properly welded and bolted together; shall be designed for class of loading specified and in conformity with the applicable elevator safety code. The structural members shall be of adequate size and be properly braced to minimize deflection of the platform under varying loads and shall remove all strain from the enclosure. The car platform shall be of a size and have a floor finish as set forth in the Schedule of Equipment. A metal toe guard shall be provided at the loading side of the platform.

Car Guide Shoes:

Provide four adjustable guide shoes of adequate strength and of a design as set forth in the Schedule of Equipment to insure smooth and quiet operation of the elevator car.

Sound Isolation:

Provide a platen plate with rubber isolating units to attach the piston to the car frame. The isolating pads shall be of proper size and density to effectively dampen vibration or noise from the oil hydraulic system being transmitted to the car frame and platform.

Controller: 000129

Install an electro-magnetic controller specifically designed for oil hydraulic elevator operation with the necessary relays, timers and related devices to control the starting and stopping of the pump motor and operate the control valves and accessories to provide the type of operation specified. Thermal overload protection for the motor, phase failure protection and fused operating circuits shall be

provided. Two main line starting switches and reduced voltage starting shall be provided if specified in the Schedule of Equipment.

Low Oil and Circuit Failure Control:

Provide a device, incorporated in the control system, that will automatically return an ascending car to the lowest landing if the system should run low on oil or fail to reach a designated landing because of a circuit failure. If the elevator is equipped with power operated car and hoistway doors, the doors at the lower landing shall open and the elevator shall automatically shut down. The oil in the system shall be restored to its normal level or the circuit failure corrected and the elevator placed back in service by resetting a manual reset relay.

Leveling and Anti-Creep Device:

Equip the elevator with a floor leveling device which shall automatically bring the car to a stop within 1/4" to sill level for any floor for which a car stop has been initiated and regardless of load and direction of travel. A releveling device shall be provided which shall automatically return the car to within the floor zone in the event the car should creep down a predetermined amount below the floor regardless of whether the hoistway or car doors or gates are open or closed or whether the emergency stop switch in the car is in the ON or OFF position.

DUPLEX SELECTIVE COLLECTIVE OPERATION:

Provide a car operating station for each elevator which will contain a bank of buttons numbered to correspond to the landing served, an emergency call button, an emergency stop button, a door open button, and a key operated light, fan and independent service switch. The emergency call button is connected to a bell that serves as an emergency signal.

Provide at each terminal landing a single push button and provide at each intermediate landing a button fixture containing "up" and "down" push buttons.

When a call is registered by momentary pressure on a car or landing button, that button shall become illuminated until the call is answered. Illuminated buttons serve as a visual indication that the call has been registered and that the car will stop at that landing.

Operation shall be automatic by means of the car and landing buttons. Stops registered by the momentary actuation of the car buttons shall be made irrespective of the number of buttons actuated or of the sequence in which the buttons are actuated. Stops registered by the momentary actuation of the landing buttons shall be made in the order in which the landings are reached in each direction of travel after the buttons have been actuated. All stops shall be subject to the respective car or landing button being actuated sufficiently in advance of the arrival of the car at that landing to enable the stop to be made.

One car shall normally "park" at the main landing and the other a "free" car at the landing last served, or if desired, at a preselected landing.

An idle "free" car shall answer landing calls either above or below the landing calls or basement landing calls, if a basement is served. When the "free" car is clearing calls, the other car shall automatically start to answer landing calls if the "free" car fails to clear all registered landing calls within approximately twenty seconds.

When both cars are at rest, only one car shall respond to any one landing call. "Up" landing calls shall be answered while a car is traveling in the up direction and "down" landing calls shall be answered while a car is traveling down. A car shall reverse after the uppermost or lowermost car or landing call has been answered and proceed to answer car calls and landing calls registered for the opposite direction of travel.

When both cars are clearing calls, only one car shall stop in response to any one landing call. The first car to clear all calls above shall return to the main landing. The other car shall become the "free" car.

The car operating device shall contain, in addition to the dispatch buttons described above a red emergency stop button which, when operated, shall cause power circuits to the motor to be interrupted, a car light switch, an alarm button connected to an alarm bell outside the hoistway and such auxiliary switches and buttons as may be required. The operations of the emergency stop button shall not cancel registered calls and after the stop button is reset, the car shall continue to answer registered calls.

Independent Service:

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A key operated independent service switch shall be provided in the car operating panel. When this switch is in the ON position, the car shall operate from only its own car buttons and shall be entirely independent of the landing buttons.

Direction Arrows:

Illuminated direction arrows shall be installed in the jamb of each car to indicate to entering passengers the direction of car travel.

Car Position Indicator:

A vertical electric position indicator shall be installed next to the first floor entrance and in the car to indicate to the passengers the location of the car in the hoistway. The indicator shall contain an indication for each floor served. Each indicator shall be illuminated from the rear by an individual light. The light for each indication shall be enclosed in a light-tight compartment and shall be arranged so that it will illuminate only one indication. Change from one numeral to another shall be accomplished approximately midway between floors.

Direction arrows shall be included in the landing fixture to indicate direction of travel.

Emergency Car Lighting:

Provide an emergency power unit employing a 12 volt sealed rechargeable battery and totally static circuits that will adequately illuminate the elevator car and provide current to the alarm bell in the event of power failure. The equipment shall comply with the requirements of the ANSI Code. The fixture shall be mounted over the main car operating panel.

Telephone Cabinet and Cable:

Provide a suitable telephone cabinet in the car and install the necessary telephone cable from the cabinet to a junction box installed by others in the hoistway.

Photo-electric Safety Ray:

Equip each car opening with a photo-electric safety ray, in addition to the leading edge, to prevent closing of the doors while the beam is interrupted and to cause them to reopen if the beam is interrupted after they have started to close. Provide two beam type safety rays.

Provide constant pressure key switch in the car opening panel to override any failure of the photo-electric safety ray and thus allow operation of the elevator from car panel only.

Emergency Power Operation of Elevators:

Provide an elevator control station at the bottom terminal landing to control each elevator individually in conjunction with the emergency power source. Install the control panel in a flush cabinet between the designated elevator entrances with the top of the panel level with the head jamb. Equip the cabinet with a hinged door and lock. All exposed metal shall be satin finish stainless steel.

The panel shall contain prominent EMERGENCY POWER pilot light to indicate when the emergency power source is connected to the elevator feeder. A multi-position selector switch shall be provided behind the locked panel to select the elevator to be operated. In conjunction with the landing push button station, each elevator can be called to that landing, evacuated and then deactivated by means of this selector switch. After all elevators have been evacuated, one may be selected to continue to serve the building until the normal power source has been restored.

When the normal power source has been restored, all elevators shall automatically be returned to service and operate normally as specified.

Provide an OFF position on the selector switch to prevent any elevator from operating on the emergency power source until the emergency source has stabilized if the selector switch has been left in the OFF position.

Handicapped Provisions:

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Raised letters and/or numbers on all controls in the car plus other provisions shall be made to conform with the requirements of the "Barrier-Free Facilities" regulations.

Car and Hoistway Door Operator:

A motor driven electric door operator shall be provided to open and close the car and hoistway doors simultaneously when the car is at a landing. Opening and closing speed of the doors shall be as designated in the Schedule of Equipment. Adjustable speed control of the operator shall be secured electrically by means of a direct current motor operating from a bank of rectifiers. An electro-mechanical interlock shall be provided for each hoistway door to prevent the operation of the elevator unless all doors are closed and locked. An electric contact shall be provided on the car door. Each hoistway door shall be provided with an auxiliary door closing device. The design of the operator shall be such that emergency opening of the doors can be made from within the car in the event of a power failure.

The doors shall open automatically when the car is leveling at the respective landing and shall again close after a predetermined time interval has elapsed. Pressing of a car opening button shall cancel the door open time and cause the doors to immediately reclose. A door open button shall be provided in the car, momentary pressure of which shall reopen the door and reset the time interval. The momentary pressure of the corridor button on the floor at which the elevator is parked with the doors closed shall likewise cause the doors to open.

The leading edge of the car door shall be provided with a retractable type sensitive safety edge extending the full height and projecting beyond the front edge of the door during the closing cycle. This device shall be so arranged that should it touch a person or any obstruction while the doors are closing, it shall cause both the car and hoistway doors to return to the open position. Safety edges shall be provided on both car doors of center opening entrances. The safety edge shall automatically retract when the doors are in the full open position to assure a clear opening between the door jambs.

Door Hangers and Tracks:

Each car and hoistway door shall be provided with the necessary hangers and track. Hangers shall be of the adjustable sheave type arranged for two point suspension of the doors.

Call Acknowledging Lights:

A call acknowledging light shall be associated with each car and car landing push button. Its illumination shall acknowledge the registration of a call by the button pushed.

Electric Wiring:

Insulated wiring shall have a flame retarding and moisture resisting outer cover and shall be run in metal conduit, metallic tubing or wire ducts.

Traveling cables between car and hoistway shall have flame retarding and moisture resisting outer cover. They shall be flexible and shall be suitably suspended to relieve strains in the individual conductors.

Security Screws:

Security head tamperproof coverplate screws shall be used for all landing pushbuttons, car pushbuttons, certificate frames, car lighting fixtures and emergency access receptacles. Special tool to be furnished as required.

ELEVATOR CAR ENCLOSURE:

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Base	Stainless steel in satin finish with vent openings.
Walls	Plastic laminate - rear, sides and return panels. On a wood core.
Canopy	Of #14 gauge furniture steel reinforced per code requirements and provided with an emergency exit with contact.
Ceiling	Suspended aluminum eggcrate diffusers.
Car Door Panels	Shall be of hollow metal construction reinforced with continuous vertical members and effectively sound deadened. Facing on car side shall be stainless steel in a satin finish.

Entrance Columns	Stainless steel, satin finish.
Transom	Stainless steel, satin finish.
Handrails	Three (3) stainless steel, 2" x 3/8" flat bar with end returned.
Lighting	Fluorescent tubes.
Ventilation	Single speed exhaust fan.
Sill	Shall be of non-skid aluminum design properly grooved to receive the door gibs.

Certificate frame and fixture cutouts shall be provided. All furniture steel shall be properly prepared for painting and finished with the proper number of prime and finished coats of baked enamel to present a smooth finished surface. Color of plastic laminate and enamel to be as chosen by the Architect. Exterior of car enclosure to be given a coat of rust inhibitor paint and then a sound deadening mastex shall be applied. Car enclosure to be properly fastened in place to prevent enclosure movement.

Hollow Metal Elevator Entrances:

Provide metal entrances, consisting of frames, doors, sills, fascia, plates, hanger supports, struts and closer angles, hanger cover plates, tracks and hangers and hardware in accordance with the following:

Unit Frames: The unit frames shall be made of #14 U.S. gauge best grade furniture steel and shall comprise head and jamb sections with integral casing or trim with bolted or welded corners to form one piece unit frames. Frames shall contain suitable material for effective sound deadening. All frames shall be securely fastened to sills and hanger supports and shall be returned on the hoistway side to present a neat appearance, as approved by the Architect.

Doors: Doors shall be sliding type for clear openings indicated flush door construction and shall contain suitable material for sound deadening. The door panels shall be formed from not lighter than #18 U.S. gauge furniture steel and all joints shall be welded their full length. Removable laminated phenolic guides shall be provided to run in the sill slots with minimum clearances. All doors to be reinforced for door opening mechanisms. All hoistway landing doors shall be equipped with approved metal sight guards finished to match the door panels.

Sills: The sills shall be extruded aluminum with a fluted surface. Grooves for the door guides shall provide minimum clearance for the door guides. The sills shall be supported on steel anchors securely fastened to the floor construction.

Fascia Plates: Fascia plates shall be of #14 U.S. gauge steel reinforced to insure a flat even surface throughout and shall be securely fastened to the hanger housing and sill above.

Toe Guards: Toe guards, made of #14 U.S. gauge steel, shall be supplied for the lowest landing and they shall be gradually beveled to the wall.

Hangers: Each hoistway sliding door shall be provided with sheave type two point suspension hangers and tracks complete. Sheave shall be not less than 3-1/4" diameter with ball bearing properly sealed to retain grease lubrication. Hangers shall be equipped with adjustable ball bearing rollers.

Hanger Supports of Headers: Hanger supports shall be 3/16" thick formed sections securely bolted to the strut angles or closer support angles.

Struts and Closer Angles: Structural or formed steel angles shall be furnished of sufficient size to accommodate the door closers. Angles to be continuous and securely bolted to the sills and building beams above.

Hanger Cover Plates: Hanger cover plates shall be made of #14 U.S. gauge steel and shall extend the full travel of the doors. Covers shall be made in sections for convenient access when servicing the hangers. The sections above the door openings shall be removable from within the elevator car.

Finish: Doors, frames, fascia, other exposed furniture steel parts shall be thoroughly cleaned of oil, grease, other foreign substances in preparation for finishing. Materials shall then receive a rust-preventing treatment such as "bonderizing" or the equal followed by a baked-on primer and three additional coats of

enamels in color to be determined by the Architects. All structural members shall receive a shop coat of black paint.

Erection: Sills, struts, hanger supports, hanger covers, fascias, guards and unit frames shall be erected prior to the erection of rough walls and set in proper relation to the elevator car guides. Doors shall be installed after the walls are finished. Frames shall have a protective covering for finished surfaces.

FIREMEN EMERGENCY SERVICE:

Provide a key switch at the main lobby floor, which when actuated will return the car to that floor without stopping for car or hall button calls.

An elevator traveling away from the main lobby floor shall reverse at the next floor without opening its doors and proceed to the lobby floor.

The returned car shall park with the doors open until returned to normal service.

The key switch at the first floor shall have three (3) position, "On", "Off", and a third position to override a heat or smoke sensing device provided in Division 16.

SMOKE DETECTORS:

The actuation of a smoke detector in any elevator lobby shall, through an interlock with the elevator controls, return the elevator to the main lobby floor and prevent elevator doors from opening into a lobby where there is an activated smoke detector.

(END OF SECTION 14200)

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EXHIBIT E

RIDER TO CONTRACT dated March 16, 1982 between Centerdale Manor Associates as Owner (Owner ~~or Contractor~~) and Marshall Contractors, Inc. as Contractor (Contractor ~~or Subcontractor~~).

SECTION 1.1 - Training, Employment and Contracting Opportunities for Businesses and Lower-Income Persons[1]

A - The Project assisted under this Agreement 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 requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the Project area and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the Project.

B - Notwithstanding any other provision of this Agreement, the Owner shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this Agreement. The requirements of said regulations include, but are not limited to, development and implementation of an Affirmative Action Plan for utilizing business concerns located within, or owned in substantial part by persons residing in, the area of the Project; the making of a good faith effort, as defined by the regulations, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20(b) of the regulations and Paragraph (d) of this Section in all contracts for work in connection with the Project. The Owner certifies and agrees that he is under no contractual or other disability which would prevent him from complying with these requirements.

C - Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this Agreement, shall be a condition of the Federal financial assistance provided to the Project, binding upon the Owner, his successors and assigns. Failure to fulfill these requirements shall subject the Owner, his contractors and subcontractors, his successors and assigns, to the sanction specified by this Agreement, and to such sanctions as are specified by 24 CFR, Section 135.135.

D - The Owner shall incorporate or cause to be incorporated into any contract or subcontract for work pursuant to this Agreement in excess of Fifty Thousand Dollars ($50,000.00) cost, the following clause:

"Employment of Project Area Residents and Contractors

"(A) The work to be performed under this Agreement is on a Project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the Project area, and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the Project.

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

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[1] Strike this Section if the Contract Rents under the proposed Housing Assistance Payments Contract, over the maximum term of said Contract, are $500,000.00 or less.

"(C) The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

"(D) The contractor will include this Section 3 clause in every subcontract for work in connection with the Project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR, Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

"(E) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, shall be a condition of the Federal financing assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns, to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR, 135.135."

E - The Owner agrees that he will be bound by the above Employment of Project Area Residents and Contractors clause with respect to his own employment practices when he participates in federally assisted work.

SECTION 1.2 - Equal Employment Opportunity[2]

A - The Owner shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is to be performed pursuant to this Agreement, the following Equal Opportunity clause:

"Equal Employment Opportunity

"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, creed, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off 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 or at the direction of the Government setting forth the provisions of this Equal Opportunity clause.

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

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[2] As used in Section 1.2, "HUD" means the United States of America, acting through the Department of Housing and Urban Development.

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"(3) 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 or at the direction of the Government advising the said labor union or workers' representative of the contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

"(5) 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 HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

"(6) In the event of the contractor's non-compliance with the Equal Opportunity clauses of this contract or with any of the said 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 contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions as 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.

"(7) The contractor will include the portion of the sentence immediately preceding Paragraph (1) and the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the 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 the Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Government, the contractor may request the United States to enter into such litigation to protect the interest of the United States."

B - The Owner agrees that he will be bound by the above Equal Opportunity clause with respect to his own employment practices when he participates in Federally assisted construction work.

C - The Owner agrees that he will assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the Equal Opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that he will furnish HUD and the Secretary of Labor such information as they may require for the supervision of such compliance and that he will otherwise assist HUD in the discharge of HUD's primary responsibility for securing compliance.

D - The Owner further agrees that he will refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity clause as may be imposed upon contractors and subcontractors by HUD or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

SECTION 1.3 - Cooperation in Equal Opportunity Compliance Reviews

The HFA and Owner shall cooperate with the Government in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and rules and regulations pursuant thereto.

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SECTION 1.4 - Flood Insurance

If the project is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special floor hazards and if the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, the Owner agrees that the project will be covered, during its anticipated economic or useful life, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.

SECTION 1.5 - Clean Air Act and Federal Water Pollution Control Act[3]

In compliance with regulations issued by the Environmental Protection Agency ("EPA"), 40 CFR, Part 15, 39 FR 11099, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 1857, et seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, et seq., and Executive Order 11738, the Owner agrees that:

A - Any facility to be utilized in the performance of this Agreement or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to Section 15.20 of said regulations;

B - He will promptly notify the HFA of the receipt of any communication from the EPA indicating that a facility to be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities;

C - He will comply with all requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder; and

D - He will include or cause to be included the provisions of this Section in every nonexempt subcontract, and that he will take such action as the Government may direct as a means of enforcing such provisions.

SECTION 1.6 - Prevailing Wage Rates[4]

A - Attached hereto and incorporated herein as Exhibit D is a schedule of minimum rates of wages applicable to this Agreement.

B - All laborers and mechanics employed in the construction of the Project shall 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 the regulations issued by the Secretary of Labor under the Copeland Act (29 CFR, Part 3), the full amounts due at the time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor of the United States, which is incorporated herein, regardless of any contractual relationship which may be alleged to exist between the Owner or any subcontractor and such laborers and mechanics; and the wage determination decision and the Department of Labor Wage Rate Information Poster shall be posted by the Owner at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated 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 Paragraph (c) of this Section. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period, under plans, funds or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

C - The Owner may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, or any bona fide fringe benefits not expressly listed in Section 1(b)(2) of the Davis-Bacon Act or otherwise not listed in the wage determination decision of the Secretary of Labor which is included in this

[3] Strike this Section if the Contract Rents under the proposed Housing Assistance Payments Contract; over the maximum term of said Contract, are $100,000.00 or less.

[4] As used in Section 1.6 through 1.11, "HUD" means the United States of America, acting through the Department of Housing and Urban Development. Strike Sections 1.6 through 1.11 if the Project involves fewer than 9 Contract units.

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Agreement, only when the Secretary of Labor has found, upon the written request of the Owner, that the applicable standards of the Davis-Bacon Act have been met. Whenever practicable, the Owner should request the Secretary of Labor to make such findings before the making of the Agreement. In the case of unfunded plans and programs, the Secretary of Labor may require the Owner to set aside in a separate account assets for the meeting of obligations under the plan or program.

D - The Owner shall comply with the Copeland (Anti-Kickback) Regulations (29 CFR, Part 3) of the Secretary of Labor which are herein incorporated by reference.

E - Any class of laborers or mechanics (including apprentices and trainees) which is not listed in the wage determination and which is to be employed under the Agreement shall be classified or reclassified conformably to the wage determination. In the event that agreement cannot be reached on the proper classification or reclassification of a particular class of laborers and mechanics (including apprentices and trainees) to be used, the question will be referred by HUD to the Secretary of Labor for final determination.

F - Whenever the minimum wage rate prescribed in the Agreement for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Owner is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof shall be established. In the event that agreement cannot be reached upon a cash equivalent of the fringe benefit, the question will be referred by HUD to the Secretary of Labor for final determination.

G-1 (a) Apprentices will be permitted to work as such only when they are registered individually under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor . The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Owner as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subsection(b) immediately following or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Owner will be required to furnish to the other party to this Agreement written evidence of the registration of his program and apprentices, as well as the appropriate ratios and wage rates for the area of construction prior to using any apprentices on the contract work.

(b) Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and training, and where subsection (c) immediately following is applicable, in accordance with the provisions of Paragraph G-2 of this section.

(c) On contracts in excess of Ten Thousand ($10,000.00) the employment of all laborers and mechanics, including apprentices and trainees, as defined in 29 CFR, Section 5.2(c) shall also be subject to the provisions of Paragraph G-2 of this Section. Apprentices and trainees shall be hired in accordance with the provisions of Paragraph G-2.

G-2 The Owner agrees that:

(a) He will make a diligent effort to hire for the performance of the Agreement a number of apprentices or trainees, or both, in each occupation, which bears to the average number of the journeymen in that occupation to be employed in the performance of the Agreement the applicable ratio as determined by the Secretary of Labor;

(b) He will assure that twenty-five percent (25%) of such apprentices or trainees in such occupation are in their first year of training, where feasible. Feasibility here involves a consideration of (1) the availability of training opportunities for first year apprentices; (2) the hazardous nature of the work for beginning workers and (3) excessive unemployment of apprentices in their second and subsequent years of training;

(c) During the performance of the Agreement he will, to the greatest extent possible, employ the number of apprentices or trainees necessary to meet currently the requirements of (a) and (b) immediately preceding;

(d) He will maintain records of employment by trade of the number of apprentices and trainees, apprentices and trainees by first year of training, and of journeymen, and the wages paid and hours of work of such apprentices, trainees and journeymen; and he

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will make these records available for inspection upon request of the Department of Labor and HUD;

(e) If he claims compliance based on the criterion stated in 29 CFR, Section 5a.4(b he will maintain records of employment, as described in the immediately preceding paragra on non-Federal and non-federally assisted construction work done during the performance of the contract in the same labor market area; and he will make these records available for inspection upon request of the Department of Labor and HUD;

(f) He will supply one (1) copy of the written notices required in accordance with 29 CFR, Section 5a.4(c) at the request of Government compliance officers, and will supply at three (3) month intervals during the performance of the Agreement and after completion of Agreement performance a statement describing steps taken toward making a diligent effort and containing a breakdown by craft, of hours worked and wages paid for first-year apprentices and trainees, other apprentices and trainees, and journeymen. One (1) copy of the statement will be sent to HUD and one (1) to the Secretary of Labor.

SECTION 1.7 - Submittal of Payrolls and Related Reports

A - Payrolls and basic records relating thereto shall be maintained during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics employed in the construction of the Project. Such records shall contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) 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 Section 1.6 that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Owner 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.

B - The Owner shall submit weekly to the other party to this Agreement such copies and summaries of all his payrolls and those of each of his subcontractors as such other party may require. Each payroll and summary shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor, and that the classification set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance," which is required under this Agreement and the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3), and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under Section 1.6 C shall satisfy this requirement. The Owner shall make the records required under the labor standards clauses of this Agreement available for inspection by authorized representatives of HUD and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

C - The Owner shall also furnish to the other parties to this Agreement any other information or certifications relating to employees in such form as such other party may request.

SECTION 1.8 - Disputes Concerning Wage Rates and Classifications of Labor

A - All disputes concerning prevailing wage rates or classifications arising under this Agreement involving (1) significant sums of money, (2) large groups of employees, or (3) novel or unusual situations shall be promptly reported to HUD for decision or, at the option of HUD, referral to the Secretary of Labor of the United States. The decision of HUD or the Secretary of Labor, as the case may be, shall be final.

B - All questions arising under this Agreement relating to the application or interpretation of the Copeland (Anti-Kickback) Act shall be referred to the Secretary of Labor of the United States for ruling or interpretation, and such ruling or interpretation shall be final.

SECTION 1.9 - Wage Claims and Adjustments

In cases of underpayment of salaries or wages to any laborers or mechanics (including apprentices and trainees) by the Owner (or any of his subcontractors), the Owner shall be required to place an amount in escrow, as determined by HUD, sufficient to pay persons employed on the work covered by the Agreement the difference between the salaries or wages actually paid such employees for the total number of hours worked, and the amounts withheld may be disbursed by HUD for and on account of the Owner or the subcontractor to the respective employees to whom they are due.

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SECTION 1.10 - Contract Work Hours and Safety Standards Act - Overtime Compensation

A - Neither the Owner nor any subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate of not less than one and one-half (1-1/2) times his basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in any such workweek, as the case may be.

B - In the event of any violation of the clause set forth in Paragraph A of this Section, the Owner and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Owner and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic employed in violation of the clause set forth in Paragraph A of this Section, in the sum of Ten Dollars ($10.00) for each calendar day on which such employee was required or permitted to work in excess of eight (8) hours or in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in Paragraph A.

C - The Owner shall deposit in escrow such amounts determined by HUD to be necessary to satisfy any liability of the Owner or any subcontractor for liquidated damages as provided in Paragraph B of this Section.

SECTION 1.11 - Termination, Debarment, Subcontracts

A - A breach of the provisions of the foregoing Section 1.6, 1.7, 1.8, 1.9 and 1.10 may be grounds for termination of this Agreement and for debarment as provided in 29 CFR, Section 5.6.

B - The Owner shall insert in any subcontracts Section 1.6 (and with respect to Section 1.6 G-2, copies of 29 CFR, Sections 5a.4, 5a.5, 5a.6 and 5a.7 shall be attached), 1.7, 1.8, 1.9, 1.10 and 1.11(a), and also a clause requiring the subcontractors to include these Sections in any lower tier subcontract which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

Section 1.12 - Disputes

A - Except as otherwise provided herein, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement of the HFA and the Owner may be submitted by either party to the Department of Housing and Urban Development field office director who shall make a decision and shall mail or otherwise furnish a written copy thereof to the Owner and the HFA.

B - The decision of the field office director shall be final and conclusive unless, within thirty (30) days from the day of receipt of such copy, either party mails or otherwise furnishes to the Government a written appeal addressed to the Secretary of Housing and Urban Development. The decision of the Secretary or duly authorized representative for the determination of such appeals shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this Section, the appellant shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, both parties shall proceed diligently with the performance of the Agreement and in accordance with the decision of the field office director.

C - This Section does not preclude consideration of questions of law in connection with decisions rendered under Paragraphs A and B of this Section; provided, however, that nothing herein shall be construed as making final the decision of any administrative official, representative or board on a question of law.

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SECTION 1.13 - Interest of Members, Officers or Employees of HFA, Members of State or Local Governing Body or Other Public Officials

No member, officer, or employee of the HFA, during his tenure or for one year thereafter shall have any interest, direct or indirect in this contract or in any proceeds or benefits arising therefrom unless such interest shall be immediately disclosed in writing to the HFA and the Government and such disclosure is entered upon the minutes of the HFA and the member, officer, or employee of the HFA having such interest therein shall not participate in any action of the HFA authorizing or relating to this contract or the proceeds or benefits arising therefrom. No member of the governing body of the State or locality (city and county) in which the Project is situated, and no other public official of such State or locality who exercises any functions or responsibilities with respect to the Project, during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect in this contract or in any proceeds or benefits arising therefrom. In the case of a Project owned by a public housing agency, the forgoing prohibition shall also apply to members of the governing body of the locality (city and county) in which such public housing agency was activated

SECTION 1.14 - Interest of Member of or Delegate to Congress

No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this agreement or to any benefits which may arise therefrom.

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EXHIBIT F

AFFIRMATIVE ACTION PROGRAM AGREEMENT

Agreement entered into as of February 23, 1982, between RHODE ISLAND HOUSING AND MORTGAGE FINANCE CORPORATION (hereinafter referred to as the "Corporation") and Centerdale Manor Associates (hereinafter referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, the United States Government acting through the Department of Housing and Urban Development (hereinafter referred to as "HUD") and the State of Rhode Island (hereinafter referred to as the "State") have found that opportunities for minority groups and females to realize adequate economic and employment advantages have been severely limited; and

WHEREAS, as a result it is the policy of HUD and the State to ensure that such maximum opportunities are provided in every construction project involving, directly or indirectly, public assistance; and

WHEREAS, the parties hereto are obligated to take certain steps to ensure the creation of such opportunities;

NOW, THEREFORE, the parties hereto hereby agree as follows:

The Developer shall make affirmative action efforts and shall provide the economic and employment opportunities set forth below in Paragraphs A and B(1) as though the Developer were the "Contractor" mentioned therein.

The Developer shall make reasonable efforts to ensure that the general contractor (hereinafter referred to as the "Contractor") adheres to the requirements set forth below in Paragraphs A, B and C. The Developer hereby agrees to incorporate or cause to be incorporated into any contract for construction work with non-exempt contractors the applicable provisions of Paragraphs A thru D following:

A. General Affirmative Action Efforts

1. The contractor shall observe all the practices and procedures set forth in the Corporation's equal opportunity compliance policy, including the requirement to submit to the Corporation an acceptable written affirmative action program, and the requirement that prior to the execution of any subcontracts shall schedule with the Corporation's Equal Opportunity Coordinator a pre-award conference in order to assure compliance with said policy and to further the goals thereof.

2. The contractor will incorporate or cause to be incorporated in every sub-contract for construction work with nonexempt contractors, the provisions contained in Sec. A thru D of this document.

3. The contractor shall solicit bids for subcontracts, if any from available minority subcontractors engaged in the trades, including circulation of minority contractor associations.

4. The contractor will seek and contract with as many minority suppliers and vendors whenever possible and to greatest extent feasible. This will include suppliers of both goods and services.

5. The contractor shall appoint an Equal Opportunity Officer with the responsibility and authority to implement all components expressed and implied in this program. The duties of this Officer will include, but not be limited to:

   a. Developing the contractor's equal opportunity policy and communicating the program to appropriate individuals and organizations.

   b. Assisting in the identification of problem areas, arriving at solutions and setting goals.

   c. Evaluating the success of remedial action.

   d. Keeping abreast of the latest developments in the equal opportunity area, including information about the current minority population.

   e. Working with all persons directly responsible for personnel actions to ensure that the affirmative action program is faithfully implemented.

   f. Developing and implementing an internal audit system to measure the effectiveness of the program.

   g. Reporting to the chief executive of the contractor on the progress or lack of such in relation to stated goals.

B. Employment Opportunity

1. The contractor shall endeavor in every reasonable way to provide greater employment opportunities for members of minority groups and females both in field and office positions.

2. In addition, the contractor shall certify that he/she will adopt the minimum goals and timetables for minorities and females labor power utilization for this project as set forth in #3 below. "Minority" is defined as including Black, Hispanic, Asian and Pacific Islander, American Indian or Alaskan Native. The contractor will initiate specific affirmative action steps as set forth below directed at increasing minority and female utilizatio by means of applying good faith efforts to carry out such steps.

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3. Goals & Timetables - The goals of minority utilization shall be expressed in labor hours and shall apply to all trades. Such goals shall be a minimum of 5% of total labor hours except when a project is located in the metropolitan core area: Providence, Pawtucket, Central Falls, Cranston, East Providence, Johnston and North Providence; in such cities the per trade goals shall be a minimum of 10% of total labor hours worked, unless otherwise agreed upon and listed in Column B below. The goals of minority labor power utilization for this project are broken down by trade below. The female goal will be 6.9%.

Column A TRADE	Column B Goals For Minority Participation	Column C Goals For Female Participation
Abestos Workers	N/A	N/A
Bricklayers	10%	6.9%
Carpenters	10%	6.9%
Plasterers & Cement Masons	10%	6.9%
Electricians	10%	6.9%
Operating Engineers	10%	6.9%
Glaziers	10%	6.9%
Iron Workers	10%	6.9%
Lathers	N/A	N/A
Painters	10%	6.9%
Plumbers	10%	6.9%
Roofers	10%	6.9%
Sheet Metal Worker	10%	6.9%
Sprinklerfitters	10%	6.9%
Steam Fitters	10%	6.9%
Tile & Marble Setters	10%	6.9%
Sign Painters	10%	6.9%

The above stated goals for the subject project are reflective of the Corporation's understanding of the overall minority and female goals contained in this agreement, as well as the percent of the minority population in the project recruitment area. Such goals are to be considered neither a ceiling nor a floor, but rather as reasonable expectations of performance based upon a demonstrable best effort to comply with the Corporation's commitment to assure equal employment opportunity within it's total sphere of influence.

The Corporation will consider the owner/contractor in compliance with this agreement if the appropriate actions contained in this section, or others as may be required by the Corporation from time to time are demonstrably executed.

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All efforts to comply will be judged by the extent of the owner's/contractor's ability to effect realization of the goal; as such, impediments beyond the owner's/contractor's ability to remedy will be considered substantial and without any reasonable remedy at hand. As such, the Corporation will not levy a determination of non-compliance against the owner/contractor.

LABOR TABLES
FOR
LEVELS OF PROJECT COMPLETION

TRADE	25%			50%			75%			90%	
	T	M	F	T	M	F	T	M	F	T	M
Asbestos Workers		N/A			N/A			N/A			N/A
Boilermakers		N/A			N/A			N/A			N/A
Bricklayers	9	1	1	9	1	1					
Carpenters	5	1	1	5	1	1	7	1	1	6	1
Cement Masons	3	1	0								
Electricians	3	1	0	6	1	1	8	1	1	3	1
Elevator Constructors							2	1	0		
Glaziers				4	1	0	4	1	0		
Ironworkers	3	1	0	3	1	0					
Lathers-Drywall				3	1	0	8	1	1	2	1
Operating Engineers	2	0	0	2	0	0					
Painters							5	1	1	5	1
Pipefitters				3	1	0	6	1	1	3	1
Plasterers				3	1	0					
Plumbers	3	1	0	5	1	1	5	1	1	3	1
Roofers				6	1	1					
Sheetmetal Workers				2	1	0	2	1	0		
Sprinkler Fitters				2	0	0	2	0	0	2	0

(T = Total; M = Minority; F = Female)

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List contracts to be awarded under this proposed development. (List contracts by category; eg. construction trade, architect, planner, consultant, legal, management, etc.)

	CATEGORY	APPROXIMATE DOLLAR AMOUNT
1.	Masonry	371,000
2.	Metals	73,220
3.	Waterproofing	17,990
4.	Roofing	53,700
5.	Drywall/Acoustical	406,000
6.	Resilient	37,400
7.	Carpets	80,100
8.	Elevators	146,000
9.	Plumbing	267,500
10.	H V A C	250,000
11.	Sprinkler	117,000
12.	Electrical	371,400
13.	Painting	85,100
14.	Sitework	160,000
15.	Landscaping	35,900

Goals and estimated dollar amount of Contracts to be awarded to minority owned business.

TRADE OR SERVICE	ESTIMATED DOLLAR AMOUNT
At this time we are unable to determine a dollar amount	
of Contracts to be awarded to minority/female owned businesses.	
Marshall Contractors, Inc. realizes the necessity for minority	
contract awards and will do all in their power to seek their	
participation in this project.	

4. The hours of minority and female employment and training will be substantially uniform throughout the length of the contract for each of the trades. Further, the Contractor understands that the transfer of minority or female employees or trainees from employer to employer or from project to project for the sole purpose of meeting the Contractor's goal shall be a violation of the contract, Executive Order 11246, and 41 CFR Part 60-4. In reaching the goals of minority and female labor power utilization required of contractors, every effort shall be made to find and employ qualified journeyworkers. Apprentices or trainees employed on each project shall be in their first year of apprenticeship or training.

   In order that the non-working training hours of trainees may be counted in meeting the goal, such trainees will be employed by the Contractor during the training period, the contractor will have made a commitment to employ the trainees at the completion of their training subject to the availability of employment opportunities and the trainees will be trained pursuant to established training programs which will be the equivalent of the training programs now or hereafter provided for.

5. The Contractor will inform subcontractors, if any, of their respective obligations relating to the goals of minority and female employment and training.

6. The Contractor shall notify community organizations of employment opportunities available and shall maintain records of such organizations responses.

7. The contractor shall maintain written documentation of all requests for minority and female workers from all and/or other recruitment sources.

8. The Contractor shall maintain a file of the names and addresses of each minority and female worker referred to it and what action was taken with respect to each such referred worker, and if the worker was not employed, the reasons therefor. If such worker was not sent to the union hiring hall for referral or if such worker was not employed by the Contractor, then the files shall document this and the reasons therefor.

9. The Contractor shall promptly notify the Corporation when union(s) with whom it has a collective bargaining agreement has not referred to it a minority and female worker sent by the Contractor or the Contractor has other information that the union referral has impeded him in his efforts to meet his goal.

10. The Contractor shall participate in training programs in the area.

11. The Contractor shall disseminate its equal opportunity policy within its organization by including it in any policy manual; by publication in company newspaper, annual reports, etc.; and as a regular agenda item of staff and employees' meetings when appropriate.

12. The Contractor shall disseminate his/her equal opportunity policy externally by informing and discussing it with all recruitment sources; by advertising in newsmedia; and by notifying and discussing it with all subcontractors and suppliers, when appropriate.

13. The Contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority and female organizations, schools with minority students, minority recruitment organizations and minority training organizations, within the Contractor recruitment area.

14. The Contractor shall make specific efforts to encourage present employees to recruit their minority and female friends and acquaintances

15. The Contractor shall validate all job descriptions, selection requirements, tests, etc.

summer and v ation employment opportur ties for minority youth where feasible.

17. The contractor shall develop on-the-job training opportunities and participate and assist in any association or employer group training programs relevant to needs consistent with his obligations.

18. The contractor shall continually inventory and evaluate all minority personnel for promotion opportunities and encourage minority employees to seek such opportunities.

19. The contractor shall ensure that seniority practices, job classifications, etc., do not have a discriminatory effect.

20. The contractor shall ensure that all facilities and company activities are non-segregated.

21. The contractor shall continually monitor all personnel activities to ensure that its equal opportunity policy is being implemented.

22. The contractor shall submit all required reporting forms to the Corporation, or its designees, by the 5th day of each month during the life of construction activities.

C. Section 3 Obligations

1. General Activities

All contracts or agreements entered into with respect to this project will contain the following Section 3 clause:

> The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, by Section 329 of the HUD Amendments of 1980, P.L. 96-399, 94 Stat. 1651.
>
> "In the administration by the Secretary of Housing and Urban Development of programs providing direct financial assistance. Including community development block grants under Title 1 of the Housing and Community Development Act of 1974, in aid of housing, urban planning, development, redevelopment, or renewal, public or community facilities, and new community development, the Secretary shall --
>
> (i) require, in consultation with the Secretary of Labor, that to the greatest extent feasible opportunities for training and employment arising in connection with the planning and carrying out of any project assisted under any such program be given to lower income persons residing within the unit of local government or the metropolitan area (or non-metropolitan county) as determined by the Secretary, in which the project is located; and
>
> (ii) require, in consultation with the Administrator of the Small Business Administration, that to the greatest extent feasible contracts for work to be performed in connection with any such project be awarded to business concerns, including but not limited to individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project."

All contractors and sub-contractors will be required to send to each labor organization or representative of workers with which they have collective bargaining agreements, a written notice of the Contractor's obligations under Section 3 and his commitment to meet these obligations

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a covered project will be required to provide, prior to the signing of the contract, a preliminary statement of workforce needs (skilled, semi-skilled, unskilled labor and trainees by category) where known.

In all solicitations for bids, prospective contractors will be advised of the requirements of Section 3 covered projects. In situations where there is no formal bidding procedure, prospective contractors shall be advised by the contractor of the requirement of these regulations as part of the contract specifications. Residents of the area will be encouraged to bid on appropriate contracts.

2. Employment with Respect to Lower Income Area Residents

Eligible lower income area residents, where possible and to greatest extent feasible, will be utilized in the various training categories for work to be performed on this project, and to fill vacant training positions. The maximum number of trainees for each occupation will be initially determined by the contractor and will be submitted to the Corporation prior to the beginning of construction.

Additionally, where possible and to greatest extent feasible, contractors will be required to use the lower income area residents as employees. This will be accomplished after identifying the number of positions in the various occupational categories, including skilled, semi-skilled, and unskilled labor needed to perform each phase of the construction activity. After such identification, a good faith effort will be made to fill all the positions identified consistent with the restraints imposed upon the contractor by existing collective bargaining agreements.

3. Business Opportunities

HUD will establish a registry of business concerns which meet the definition of a Section 3 business. Once this registry is developed it will be forwarded to the Corporation to be attached to and made a part of this plan. Once this list is obtained, the Contractor will establish the approximate number and dollar value of all contracts proposed to be awarded to businesses within each category (type of profession). for the life of the project. To this end, the Contractor will insert in all solicitations for bids affirmative action guidelines designed to accomplish the goal, and an outline of the Section 3 project area. Such information will also be provided to proposed sub-contractors in instances where formal bidding procedures might not be required. All sub-contractors will be required to submit goals and timetables reflective of their understanding and ability to comply with these Section 3 regulations. These goals and timetables will be submitted to the Corporation prior to the beginning of construction.

The Contractor recognizes the importance of the financial impact that a project of this size has on the immediate area of the construction activity and as such will strive to ensure that to the greatest extent feasible, a significant portion of the dollar value of the project will accrue to the benefit of the community residents and businesses.

The Contractor will initiate implementation of this plan by notifying community agencies of the propsoed project and the affirmative actions which are being taken with respect to Section 3. The following are agencies which will be contacted requesting assistance from them in identifying potential participants in the Contractor's affirmative action efforts:

List of agencies to be completed by the Contractor

EXHIBIT F

AFFIRMATIVE ACTION PROGRAM AGREEMENT

Agreement entered into as of February 23, 1982, between RHODE ISLAND HOUSING AND MORTGAGE FINANCE CORPORATION (hereinafter referred to as the "Corporation") and Centerdale Manor Associates (hereinafter referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, the United States Government acting through the Department of Housing and Urban Development (hereinafter referred to as "HUD") and the State of Rhode Island (hereinafter referred to as the "State") have found that opportunities for minority groups and females to realize adequate economic and employment advantages have been severely limited; and

WHEREAS, as a result it is the policy of HUD and the State to ensure that such maximum opportunities are provided in every construction project involving, directly or indirectly, public assistance; and

WHEREAS, the parties hereto are obligated to take certain steps to ensure the creation of such opportunities;

NOW, THEREFORE, the parties hereto hereby agree as follows:

The Developer shall make affirmative action efforts and shall provide the economic and employment opportunities set forth below in Paragraphs A and B(1) as though the Developer were the "Contractor" mentioned therein.

The Developer shall make reasonable efforts to ensure that the general contractor (hereinafter referred to as the "Contractor") adheres to the requirements set forth below in Paragraphs A, B and C. The Developer hereby agrees to incorporate or cause to be incorporated into any contract for construction work with non-exempt contractors the applicable provisions of Paragraphs A thru D following:

A. General Affirmative Action Efforts

1. The contractor shall observe all the practices and procedures set forth in the Corporation's equal opportunity compliance policy, including the requirement to submit to the Corporation an acceptable written affirmative action program, and the requirement that prior to the execution of any subcontracts shall schedule with the Corporation's Equal Opportunity Coordinator a pre-award conference in order to assure compliance with said policy and to further the goals thereof.

2. The contractor will incorporate or cause to be incorporated in every sub-contract for construction work with nonexempt contractors, the provisions contained in Sec. A thru D of this document.

3. The contractor shall solicit bids for subcontracts, if any from available minority subcontractors engaged in the trades, including circulation of minority contractor associations.

4. The contractor will seek and contract with as many minority suppliers and vendors whenever possible and to greatest extent feasible. This will include suppliers of both goods and services.

5. The contractor shall appoint an Equal Opportunity Officer with the responsibility and authority to implement all components expressed and implied in this program. The duties of this Officer will include, but not be limited to:

   a. Developing the contractor's equal opportunity policy and communicating the program to appropriate individuals and organizations.

   b. Assisting in the identification of problem areas, arriving at solutions and setting goals.

   c. Evaluating the success of remedial action.

   d. Keeping abreast of the latest developments in the equal opportunity area, including information about the current minority population.

   e. Working with all persons directly responsible for personnel actions to ensure that the affirmative action program is faithfully implemented.

   f. Developing and implementing an internal audit system to measure the effectiveness of the program.

   g. Reporting to the chief executive of the contractor on the progress or lack of such in relation to stated goals.

B. Employment Opportunity

1. The contractor shall endeavor in every reasonable way to provide greater employment opportunities for members of minority groups and females both in field and office positions.

2. In addition, the contractor shall certify that he/she will adopt the minimum goals and timetables for minorities and females labor power utilization for this project as set forth in #3 below. "Minority" is defined as including Black, Hispanic, Asian and Pacific Islander, American Indian or Alaskan Native. The contractor will initiate specific affirmative action steps as set forth below directed at increasing minority and female utilization by means of applying good faith efforts to carry out such steps.

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3. Goals & Timetables - The goals of minority utilization shall be expressed in labor hours and shall apply to all trades. Such goals shall be a minimum of 5% of total labor hours except when a project is located in the metropolitan core area: Providence, Pawtucket, Central Falls, Cranston, East Providence, Johnston and North Providence; in such cities the per trade goals shall be a minimum of 10% of total labor hours worked, unless otherwise agreed upon and listed in Column B below. The goals of minority labor power utilization for this project are broken down by trade below. The female goal will be 6.9%.

Column A TRADE	Column B Goals For Minority Participation	Column C Goals For Female Participation
Abestos Workers	N/A	N/A
Bricklayers	10%	6.9%
Carpenters	10%	6.9%
Plasterers & Cement Masons	10%	6.9%
Electricians	10%	6.9%
Operating Engineers	10%	6.9%
Glaziers	10%	6.9%
Iron Workers	10%	6.9%
Lathers	N/A	N/A
Painters	10%	6.9%
Plumbers	10%	6.9%
Roofers	10%	6.9%
Sheet Metal Worker	10%	6.9%
Sprinklerfitters	10%	6.9%
Steam Fitters	10%	6.9%
Tile & Marble Setters	10%	6.9%
Sign Painters	10%	6.9%

The above stated goals for the subject project are reflective of the Corporation's understanding of the overall minority and female goals contained in this agreement, as well as the percent of the minority population in the project recruitment area. Such goals are to be considered neither a ceiling nor a floor, but rather as reasonable expectations of performance based upon a demonstrable best effort to comply with the Corporation's commitment to assure equal employment opportunity within it's total sphere of influence.

The Corporation will consider the owner/contractor in compliance with this agreement if the appropriate actions contained in this section, or others as may be required by the Corporation from time to time are demonstrably executed.

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All efforts to comply will be judged by the extent of the owner's/contractor's ability to effect realization of the goal; as such, impediments beyond the owner's/contractor's ability to remedy will be considered substantial and without any reasonable remedy at hand. As such, the Corporation will not levy a determination of non-compliance against the owner/contractor.

LABOR TABLES FOR LEVELS OF PROJECT COMPLETION

TRADE	25%			50%			75%			90%	
	T	M	F	T	M	F	T	M	F	T	M
Asbestos Workers		N/A			N/A			N/A			N/A
Boilermakers		N/A			N/A			N/A			N/A
Bricklayers	9	1	1	9	1	1					
Carpenters	5	1	1	5	1	1	7	1	1	6	1
Cement Masons	3	1	0								
Electricians	3	1	0	6	1	1	8	1	1	3	1
Elevator Constructors							2	1	0		
Glaziers				4	1	0	4	1	0		
Ironworkers	3	1	0	3	1	0					
Lathers-Drywall				3	1	0	8	1	1	2	1
Operating Engineers	2	0	0	2	0	0					
Painters							5	1	1	5	1
Pipefitters				3	1	0	6	1	1	3	1
Plasterers				3	1	0					
Plumbers	3	1	0	5	1	1	5	1	1	3	1
Roofers				6	1	1					
Sheetmetal Workers				2	1	0	2	1	0		
Sprinkler Fitters				2	0	0	2	0	0	2	0

(T = Total; M = Minority; F = Female)

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List contracts to be awarded under this proposed development. (List contracts by category; eg. construction trade, architect, planner, consultant, legal, management, etc.)

	CATEGORY	APPROXIMATE DOLLAR AMOUNT
1.	Masonry	371,000
2.	Metals	73,220
3.	Waterproofing	17,990
4.	Roofing	53,700
5.	Drywall/Acoustical	406,000
6.	Resilient	37,400
7.	Carpets	80,100
8.	Elevators	146,000
9.	Plumbing	267,500
10.	H V A C	250,000
11.	Sprinkler	117,000
12.	Electrical	371,400
13.	Painting	85,100
14.	Sitework	160,000
15.	Landscaping	35,900

Goals and estimated dollar amount of Contracts to be awarded to minority owned business.

TRADE OR SERVICE	ESTIMATED DOLLAR AMOUNT
At this time we are unable to determine a dollar amount of Contracts to be awarded to minority/female owned businesses.	
Marshall Contractors, Inc. realizes the necessity for minority contract awards and will do all in their power to seek their participation in this project.	

4. The hours of minority and female employment and training will be substantially uniform throughout the length of the contract for each of the trades. Further, the Contractor understands that the transfer of minority or female employees or trainees from employer to employer or from project to project for the sole purpose of meeting the Contractor's goal shall be a violation of the contract, Executive Order 11246, and 41 CFR Part 60-4. In reaching the goals of minority and female labor power utilization required of contractors, every effort shall be made to find and employ qualified journeyworkers. Apprentices or trainees employed on each project shall be in their first year of apprenticeship or training.

   In order that the non-working training hours of trainees may be counted in meeting the goal, such trainees will be employed by the Contractor during the training period, the contractor will have made a commitment to employ the trainees at the completion of their training subject to the availability of employment opportunities and the trainees will be trained pursuant to established training programs which will be the equivalent of the training programs now or hereafter provided for.

5. The Contractor will inform subcontractors, if any, of their respective obligations relating to the goals of minority and female employment and training.

6. The Contractor shall notify community organizations of employment opportunities available and shall maintain records of such organizations responses.

7. The contractor shall maintain written documentation of all requests for minority and female workers from all and/or other recruitment sources.

8. The Contractor shall maintain a file of the names and addresses of each minority and female worker referred to it and what action was taken with respect to each such referred worker, and if the worker was not employed, the reasons therefor. If such worker was not sent to the union hiring hall for referral or if such worker was not employed by the Contractor, then the files shall document this and the reasons therefor.

9. The Contractor shall promptly notify the Corporation when union(s) with whom it has a collective bargaining agreement has not referred to it a minority and female worker sent by the Contractor or the Contractor has other information that the union referral has impeded him in his efforts to meet his goal.

10. The Contractor shall participate in training programs in the area.

11. The Contractor shall disseminate its equal opportunity policy within its organization by including it in any policy manual; by publication in company newspaper, annual reports, etc.; and as a regular agenda item of staff and employees' meetings when appropriate.

12. The Contractor shall disseminate his/her equal opportunity policy externally by informing and discussing it with all recruitment sources; by advertising in newsmedia; and by notifying and discussing it with all subcontractors and suppliers, when appropriate.

13. The Contractor shall make specific and constant personal (both writte and oral) recruitment efforts directed at all minority and female organizations, schools with minority students, minority recruitment organizations and minority training organizations, within the Contracto recruitment area.

14. The Contractor shall make specific efforts to encourage present employees to recruit their minority and female friends and acquaintance

15. The Contractor shall validate all job descriptions, selection require ments, tests, etc.

where feasible.

17. The contractor shall develop on-the-job training opportunities and participate and assist in any association or employer group training programs relevant to needs consistent with his obligations.

18. The contractor shall continually inventory and evaluate all minority personnel for promotion opportunities and encourage minority employees to seek such opportunities.

19. The contractor shall ensure that seniority practices, job classifications, etc., do not have a discriminatory effect.

20. The contractor shall ensure that all facilities and company activities are non-segregated.

21. The contractor shall continually monitor all personnel activities to ensure that its equal opportunity policy is being implemented.

22. The contractor shall submit all required reporting forms to the Corporation, or its designees, by the 5th day of each month during the life of construction activities.

C. Section 3 Obligations

1. General Activities

All contracts or agreements entered into with respect to this project will contain the following Section 3 clause:

> The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, by Section 329 of the HUD Amendments of 1980, P.L. 96-399, 94 Stat. 1651.
>
> "In the administration by the Secretary of Housing and Urban Development of programs providing direct financial assistance. Including community development block grants under Title 1 of the Housing and Community Development Act of 1974, in aid of housing, urban planning, development, redevelopment, or renewal, public or community facilities, and new community development, the Secretary shall --
>
> (i) require, in consultation with the Secretary of Labor, that to the greatest extent feasible opportunities for training and employment arising in connection with the planning and carrying out of any project assisted under any such program be given to lower income persons residing within the unit of local government or the metropolitan area (or non-metropolitan county) as determined by the Secretary, in which the project is located; and
>
> (ii) require, in consultation with the Administrator of the Small Business Administration, that to the greatest extent feasible contracts for work to be performed in connection with any such project be awarded to business concerns, including but not limited to individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project."

All contractors and sub-contractors will be required to send to each labor organization or representative of workers with which they have collective bargaining agreements, a written notice of the Contractor's obligations under Section 3 and his commitment to meet these obligation:

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of the contract, a preliminary statement of workforce needs (skilled, semi-skilled, unskilled labor and trainees by category) where known.

In all solicitations for bids, prospective contractors will be advised of the requirements of Section 3 covered projects. In situations where there is no formal bidding procedure, prospective contractors shall be advised by the contractor of the requirement of these regulations as part of the contract specifications. Residents of the area will be encouraged to bid on appropriate contracts.

2. Employment with Respect to Lower Income Area Residents

Eligible lower income area residents, where possible and to greatest extent feasible, will be utilized in the various training categories for work to be performed on this project, and to fill vacant training positions. The maximum number of trainees for each occupation will be initially determined by the contractor and will be submitted to the Corporation prior to the beginning of construction.

Additionally, where possible and to greatest extent feasible, contractors will be required to use the lower income area residents as employees. This will be accomplished after identifying the number of positions in the various occupational categories, including skilled, semi-skilled, and unskilled labor needed to perform each phase of the construction activity. After such identification, a good faith effort will be made to fill all the positions identified consistent with the restraints imposed upon the contractor by existing collective bargaining agreements.

3. Business Opportunities

HUD will establish a registry of business concerns which meet the definition of a Section 3 business. Once this registry is developed it will be forwarded to the Corporation to be attached to and made a part of this plan. Once this list is obtained, the Contractor will establish the approximate number and dollar value of all contracts proposed to be awarded to businesses within each category (type of profession) for the life of the project. To this end, the Contractor will insert in all solicitations for bids affirmative action guidelines designed to accomplish the goal, and an outline of the Section 3 project area. Such information will also be provided to proposed sub-contractors in instances where formal bidding procedures might not be required. All sub-contractors will be required to submit goals and timetables reflective of their understanding and ability to comply with these Section 3 regulations. These goals and timetables will be submitted to the Corporation prior to the beginning of construction.

The Contractor recognizes the importance of the financial impact that a project of this size has on the immediate area of the construction activity and as such will strive to ensure that to the greatest extent feasible, a significant portion of the dollar value of the project will accrue to the benefit of the community residents and businesses.

The Contractor will initiate implementation of this plan by notifying community agencies of the propsoed project and the affirmative actions which are being taken with respect to Section 3. The following are agencies which will be contacted requesting assistance from them in identifying potential participants in the Contractor's affirmative action efforts:

List of agencies to be completed by the Contractor

If a Developer shall fail to comply with the terms of this Affirmative Action Program Agreement, or satisfy the Corporation as to why he is unable to comply with this Agreement, the Corporation shall have the right to suspend any advance or part thereof due under the Construction Loan Agreement, dated March 16, 19 82, between the Developer and the Corporation until such time as the Developer is able to demonstrate his compliance with the terms of this Agreement.

If at any time after imposition of the above sanction, the Developer is able to demonstrate that he is in compliance with this Agreement, he may make request to the Corporation through the Affirmative Action Officer of the Corporation for suspension of the sanction, at which time a final determination will be made by the Corporation as to whether the Developer is in compliance. Upon a favorable determination by the Corporation, the sanction shall be lifted and the money withheld shall be paid in accordance with the Construction Loan Agreement.

The Developer further agrees to carry out such sanctions and penalties for violation of provisions A thru B of this agreement as may be imposed upon contractors or sub-contractors by the Corporation. However, no determination of non-compliance can be made against a contractor or sub-contractor without benefit of a duly conducted compliance review, or unless, contractor or sub-contractor refuse to provide requested documentation relevant to Affirmative Action activities mandated under this agreement.

E. Compliance Review

The Corporation reserves the right to conduct a compliance review at its sole discretion. However, such review will only be requested when warranted as indicated by demonstrated inability of the contractor or sub-contractor to meet agreed upon minority utilization goals.

F. Severability

The provisions of this Affirmative Action Program Agreement are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not effect or impair any of the remaining provisions.

G. Duration

This Agreement shall last for the duration of the construction period of this Project and until the final advance under the Construction Loan Agreement has been made.

IN WITNESS WHEREOF, the Parties hereto have hereunto and to an instrument of like tenor set their hands and seals as of the day and year first written above.

RHODE ISLAND HOUSING AND MORTGAGE FINANCE CORPORATION

William S. Wilkinson
(Signature)

William S. Wilkinson
Chief Development Officer
(Name and Title)

Developer / Owner:

WITNESS:

(Signature) GEN. PARTNER

(Name and Title)

CENTERDALE MANOR ASSOCIATES

RIDER TO CONTRACT dated March 16, 1982 between Centerdale Manor Associates as Owner (Owner ~~or Subcontractor~~) and Marshall Contractors, Inc. as Contractor (Contractor ~~or Subcontractor~~).

SECTION 1.1 - Training, Employment and Contracting Opportunities for Businesses and Lower-Income Persons[1]

A - The Project assisted under this Agreement 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 requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the Project area and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the Project.

B - Notwithstanding any other provision of this Agreement, the Owner shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this Agreement. The requirements of said regulations include, but are not limited to, development and implementation of an Affirmative Action Plan for utilizing business concerns located within, or owned in substantial part by persons residing in, the area of the Project; the making of a good faith effort, as defined by the regulations, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20(b) of the regulations and Paragraph (d) of this Section in all contracts for work in connection with the Project. The Owner certifies and agrees that he is under no contractual or other disability which would prevent him from complying with these requirements.

C - Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this Agreement, shall be a condition of the Federal financial assistance provided to the Project, binding upon the Owner, his successors and assigns. Failure to fulfill these requirements shall subject the Owner, his contractors and subcontractors, his successors and assigns, to the sanction specified by this Agreement, and to such sanctions as are specified by 24 CFR, Section 135.135.

D - The Owner shall incorporate or cause to be incorporated into any contract or subcontract for work pursuant to this Agreement in excess of Fifty Thousand Dollars ($50,000.00) cost, the following clause:

"Employment of Project Area Residents and Contractors

"(A) The work to be performed under this Agreement is on a Project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the Project area, and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the Project.

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

[1] Strike this Section if the Contract Rents under the proposed Housing Assistance Payments Contract, over the maximum term of said Contract, are $500,000.00 or less.

"(C) The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

"(D) The contractor will include this Section 3 clause in every subcontract for work in connection with the Project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR, Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

"(E) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, shall be a condition of the Federal financing assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns, to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR, 135.135."

E - The Owner agrees that he will be bound by the above Employment of Project Area Residents and Contractors clause with respect to his own employment practices when he participates in federally assisted work.

SECTION 1.2 - Equal Employment Opportunity[2]

A - The Owner shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is to be performed pursuant to this Agreement, the following Equal Opportunity clause:

"Equal Employment Opportunity

"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, creed, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off 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 or at the direction of the Government setting forth the provisions of this Equal Opportunity clause.

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

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[2] As used in Section 1.2, "HUD" means the United States of America, acting through the Department of Housing and Urban Development.

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"(3) 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 or at the direction of the Government advising the said labor union or workers' representative of the contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

"(5) 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 HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

"(6) In the event of the contractor's non-compliance with the Equal Opportunity clauses of this contract or with any of the said 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 contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions as 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.

"(7) The contractor will include the portion of the sentence immediately preceding Paragraph (1) and the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the 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 the Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Government, the contractor may request the United States to enter into such litigation to protect the interest of the United States."

B - The Owner agrees that he will be bound by the above Equal Opportunity clause with respect to his own employment practices when he participates in Federally assisted construction work.

C - The Owner agrees that he will assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the Equal Opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that he will furnish HUD and the Secretary of Labor such information as they may require for the supervision of such compliance and that he will otherwise assist HUD in the discharge of HUD's primary responsibility for securing compliance.

D - The Owner further agrees that he will refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity clause as may be imposed upon contractors and subcontractors by HUD or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

SECTION 1.3 - Cooperation in Equal Opportunity Compliance Reviews

The HFA and Owner shall cooperate with the Government in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and rules and regulations pursuant thereto.

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SECTION 1.4 - Flood Insurance

If the project is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special floor hazards and if the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, the Owner agrees that the project will be covered, during its anticipated economic or useful life, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.

SECTION 1.5 - Clean Air Act and Federal Water Pollution Control Act[3]

In compliance with regulations issued by the Environmental Protection Agency ("EPA"), 40 CFR, Part 15, 39 FR 11099, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 1857, et seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, et seq., and Executive Order 11738, the Owner agrees that:

A - Any facility to be utilized in the performance of this Agreement or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to Section 15.20 of said regulations;

B - He will promptly notify the HFA of the receipt of any communication from the EPA indicating that a facility to be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities;

C - He will comply with all requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder; and

D - He will include or cause to be included the provisions of this Section in every nonexempt subcontract, and that he will take such action as the Government may direct as a means of enforcing such provisions.

SECTION 1.6 - Prevailing Wage Rates[4]

A - Attached hereto and incorporated herein as Exhibit D is a schedule of minimum rates of wages applicable to this Agreement.

B - All laborers and mechanics employed in the construction of the Project shall 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 the regulations issued by the Secretary of Labor under the Copeland Act (29 CFR, Part 3), the full amounts due at the time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor of the United States, which is incorporated herein, regardless of any contractual relationship which may be alleged to exist between the Owner or any subcontractor and such laborers and mechanics; and the wage determination decision and the Department of Labor Wage Rate Information Poster shall be posted by the Owner at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated 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 Paragraph (c) of this Section. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period, under plans, funds or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

C - The Owner may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, or any bona fide fringe benefits not expressly listed in Section 1(b)(2) of the Davis-Bacon Act or otherwise not listed in the wage determination decision of the Secretary of Labor which is included in this

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[3] Strike this Section if the Contract Rents under the proposed Housing Assistance Payments Contract; over the maximum term of said Contract, are $100,000.00 or less.

[4] As used in Section 1.6 through 1.11, "HUD" means the United States of America, acting through the Department of Housing and Urban Development. Strike Sections 1.6 through 1.11 if the Project involves fewer than 9 Contract units.

Agreement, only when the Secretary of Labor has found, upon the written request of the Owner, that the applicable standards of the Davis-Bacon Act have been met. Whenever practicable, the Owner should request the Secretary of Labor to make such findings before the making of the Agreement. In the case of unfunded plans and programs, the Secretary of Labor may require the Owner to set aside in a separate account assets for the meeting of obligations under the plan or program.

D - The Owner shall comply with the Copeland (Anti-Kickback) Regulations (29 CFR, Part 3) of the Secretary of Labor which are herein incorporated by reference.

E - Any class of laborers or mechanics (including apprentices and trainees) which is not listed in the wage determination and which is to be employed under the Agreement shall be classified or reclassified conformably to the wage determination. In the event that agreement cannot be reached on the proper classification or reclassification of a particular class of laborers and mechanics (including apprentices and trainees) to be used, the question will be referred by HUD to the Secretary of Labor for final determination.

F - Whenever the minimum wage rate prescribed in the Agreement for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Owner is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof shall be established. In the event that agreement cannot be reached upon a cash equivalent of the fringe benefit, the question will be referred by HUD to the Secretary of Labor for final determination.

G-1 (a) Apprentices will be permitted to work as such only when they are registered individually under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor . The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Owner as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subsection(b) immediately following or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Owner will be required to furnish to the other party to this Agreement written evidence of the registration of his program and apprentices, as well as the appropriate ratios and wage rates for the area of construction prior to using any apprentices on the contract work.

(b) Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and training, and where subsection (c) immediately following is applicable, in accordance with the provisions of Paragraph G-2 of this section.

(c) On contracts in excess of Ten Thousand ($10,000.00) the employment of all laborers and mechanics, including apprentices and trainees, as defined in 29 CFR, Section 5.2(c) shall also be subject to the provisions of Paragraph G-2 of this Section. Apprentices and trainees shall be hired in accordance with the provisions of Paragraph G-2.

G-2 The Owner agrees that:

(a) He will make a diligent effort to hire for the performance of the Agreement a number of apprentices or trainees, or both, in each occupation, which bears to the average number of the journeymen in that occupation to be employed in the performance of the Agreement the applicable ratio as determined by the Secretary of Labor;

(b) He will assure that twenty-five percent (25%) of such apprentices or trainees in such occupation are in their first year of training, where feasible. Feasibility here involves a consideration of (1) the availability of training opportunities for first year apprentices; (2) the hazardous nature of the work for beginning workers and (3) excessive unemployment of apprentices in their second and subsequent years of training;

(c) During the performance of the Agreement he will, to the greatest extent possible, employ the number of apprentices or trainees necessary to meet currently the requirements of (a) and (b) immediately preceding;

(d) He will maintain records of employment by trade of the number of apprentices and trainees, apprentices and trainees by first year of training, and of journeymen, and the wages paid and hours of work of such apprentices, trainees and journeymen; and he

will make these records available for inspection upon request of the Department of Labor and HUD;

(e) If he claims compliance based on the criterion stated in 29 CFR, Section 5a.4(b he will maintain records of employment, as described in the immediately preceding paragra on non-Federal and non-federally assisted construction work done during the performance of the contract in the same labor market area; and he will make these records available for inspection upon request of the Department of Labor and HUD;

(f) He will supply one (1) copy of the written notices required in accordance with 29 CFR, Section 5a.4(c) at the request of Government compliance officers, and will supply at three (3) month intervals during the performance of the Agreement and after completion of Agreement performance a statement describing steps taken toward making a diligent effort and containing a breakdown by craft, of hours worked and wages paid for first-year apprentices and trainees, other apprentices and trainees, and journeymen. One (1) copy of the statement will be sent to HUD and one (1) to the Secretary of Labor.

SECTION 1.7 - Submittal of Payrolls and Related Reports

A - Payrolls and basic records relating thereto shall be maintained during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics employed in the construction of the Project. Such records shall contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) 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 Section 1.6(that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Owner 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.

B - The Owner shall submit weekly to the other party to this Agreement such copies and summaries of all his payrolls and those of each of his subcontractors as such other party may require. Each payroll and summary shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor, and that the classification set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance," which is required under this Agreement and the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3), and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under Section 1.6 C shall satisfy this requirement. The Owner shall make the records required under the labor standards clauses of this Agreement available for inspection by authorized representatives of HUD and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

C - The Owner shall also furnish to the other parties to this Agreement any other information or certifications relating to employees in such form as such other party may request.

SECTION 1.8 - Disputes Concerning Wage Rates and Classifications of Labor

A - All disputes concerning prevailing wage rates or classifications arising under this Agreement involving (1) significant sums of money, (2) large groups of employees, or (3) novel or unusual situations shall be promptly reported to HUD for decision or, at the option of HUD, referral to the Secretary of Labor of the United States. The decision of HUD or the Secretary of Labor, as the case may be, shall be final.

B - All questions arising under this Agreement relating to the application or interpretation of the Copeland (Anti-Kickback) Act shall be referred to the Secretary of Labor of the United States for ruling or interpretation, and such ruling or interpretation shall be final.

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SECTION 1.9 - Wage Claims and Adjustments

In cases of underpayment of salaries or wages to any laborers or mechanics (including apprentices and trainees) by the Owner (or any of his subcontractors), the Owner shall be required to place an amount in escrow, as determined by HUD, sufficient to pay persons employed on the work covered by the Agreement the difference between the salaries or wages actually paid such employees for the total number of hours worked, and the amounts withheld may be disbursed by HUD for and on account of the Owner or the subcontractor to the respective employees to whom they are due.

SECTION 1.10 - Contract Work Hours and Safety Standards Act - Overtime Compensation

A - Neither the Owner nor any subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate of not less than one and one-half (1-1/2) times his basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in any such workweek, as the case may be.

B - In the event of any violation of the clause set forth in Paragraph A of this Section, the Owner and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Owner and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic employed in violation of the clause set forth in Paragraph A of this Section, in the sum of Ten Dollars ($10.00) for each calendar day on which such employee was required or permitted to work in excess of eight (8) hours or in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in Paragraph A.

C - The Owner shall deposit in escrow such amounts determined by HUD to be necessary to satisfy any liability of the Owner or any subcontractor for liquidated damages as provided in Paragraph B of this Section.

SECTION 1.11 - Termination, Debarment, Subcontracts

A - A breach of the provisions of the foregoing Section 1.6, 1.7, 1.8, 1.9 and 1.10 may be grounds for termination of this Agreement and for debarment as provided in 29 CFR, Section 5.6.

B - The Owner shall insert in any subcontracts Section 1.6 (and with respect to Section 1.6 G-2, copies of 29 CFR, Sections 5a.4, 5a.5, 5a.6 and 5a.7 shall be attached), 1.7, 1.8, 1.9, 1.10 and 1.11(a), and also a clause requiring the subcontractors to include these Sections in any lower tier subcontract which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

Section 1.12 - Disputes

A - Except as otherwise provided herein, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement of the HFA and the Owner may be submitted by either party to the Department of Housing and Urban Development field office director who shall make a decision and shall mail or otherwise furnish a written copy thereof to the Owner and the HFA.

B - The decision of the field office director shall be final and conclusive unless, within thirty (30) days from the day of receipt of such copy, either party mails or otherwise furnishes to the Government a written appeal addressed to the Secretary of Housing and Urban Development. The decision of the Secretary or duly authorized representative for the determination of such appeals shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this Section, the appellant shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, both parties shall proceed diligently with the performance of the Agreement and in accordance with the decision of the field office director.

C - This Section does not preclude consideration of questions of law in connection with decisions rendered under Paragraphs A and B of this Section; provided, however, that nothing herein shall be construed as making final the decision of any administrative official, representative or board on a question of law.

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SECTION 1.13 - Interest of Members, Officers or Employees of HFA, Members of State or Local Governing Body or Other Public Officials

No member, officer, or employee of the HFA, during his tenure or for one year thereafter shall have any interest, direct or indirect in this contract or in any proceeds or benefits arising therefrom unless such interest shall be immediately disclosed in writing to the HFA and the Government and such disclosure is entered upon the minutes of the HFA and the member, officer, or employee of the HFA having such interest therein shall not participate in any action of the HFA authorizing or relating to this contract or the proceeds or benefits arising therefrom. No member of the governing body of the State or locality (city and county) in which the Project is situated, and no other public official of such State or locality who exercises any functions or responsibilities with respect to the Project, during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect in this contract or in any proceeds or benefits arising therefrom. In the case of a Project owned by a public housing agency, the forgoing prohibition shall also apply to members of the governing body of the locality (city and county) in which such public housing agency was activated

SECTION 1.14 - Interest of Member of or Delegate to Congress

No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this agreement or to any benefits which may arise therefrom.

EXHIBIT F

AFFIRMATIVE ACTION PROGRAM AGREEMENT

Agreement entered into as of February 23, 1982, between RHODE ISLAND HOUSING AND MORTGAGE FINANCE CORPORATION (hereinafter referred to as the "Corporation") and Centerdale Manor Associates (hereinafter referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, the United States Government acting through the Department of Housing and Urban Development (hereinafter referred to as "HUD") and the State of Rhode Island (hereinafter referred to as the "State") have found that opportunities for minority groups and females to realize adequate economic and employment advantages have been severely limited; and

WHEREAS, as a result it is the policy of HUD and the State to ensure that such maximum opportunities are provided in every construction project involving, directly or indirectly, public assistance; and

WHEREAS, the parties hereto are obligated to take certain steps to ensure the creation of such opportunities;

NOW, THEREFORE, the parties hereto hereby agree as follows:

The Developer shall make affirmative action efforts and shall provide the economic and employment opportunities set forth below in Paragraphs A and B(1) as though the Developer were the "Contractor" mentioned therein.

The Developer shall make reasonable efforts to ensure that the general contractor (hereinafter referred to as the "Contractor") adheres to the requirements set forth below in Paragraphs A, B and C. The Developer hereby agrees to incorporate or cause to be incorporated into any contract for construction work with non-exempt contractors the applicable provisions of Paragraphs A thru D following:

A. General Affirmative Action Efforts

1. The contractor shall observe all the practices and procedures set forth in the Corporation's equal opportunity compliance policy, including the requirement to submit to the Corporation an acceptable written affirmative action program, and the requirement that prior to the execution of any subcontracts shall schedule with the Corporation's Equal Opportunity Coordinator a pre-award conference in order to assure compliance with said policy and to further the goals thereof.

2. The contractor will incorporate or cause to be incorporated in every sub-contract for construction work with nonexempt contractors, the provisions contained in Sec. A thru D of this document.

3. The contractor shall solicit bids for subcontracts, if any from available minority subcontractors engaged in the trades, including circulation of minority contractor associations.

4. The contractor will seek and contract with as many minority suppliers and vendors whenever possible and to greatest extent feasible. This will include suppliers of both goods and services.

5. The contractor shall appoint an Equal Opportunity Officer with the responsibility and authority to implement all components expressed and implied in this program. The duties of this Officer will include, but not be limited to:

   a. Developing the contractor's equal opportunity policy and communicating the program to appropriate individuals and organizations.

   b. Assisting in the identification of problem areas, arriving at solutions and setting goals.

   c. Evaluating the success of remedial action.

   d. Keeping abreast of the latest developments in the equal opportunity area, including information about the current minority population.

   e. Working with all persons directly responsible for personnel actions to ensure that the affirmative action program is faithfully implemented.

   f. Developing and implementing an internal audit system to measure the effectiveness of the program.

   g. Reporting to the chief executive of the contractor on the progress or lack of such in relation to stated goals.

B. Employment Opportunity

1. The contractor shall endeavor in every reasonable way to provide greater employment opportunities for members of minority groups and females both in field and office positions.

2. In addition, the contractor shall certify that he/she will adopt the minimum goals and timetables for minorities and females labor power utilization for this project as set forth in #3 below. "Minority" is defined as including Black, Hispanic, Asian and Pacific Islander, American Indian or Alaskan Native. The contractor will initiate specific affirmative action steps as set forth below directed at increasing minority and female utilizatior by means of applying good faith efforts to carry out such steps.

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3. Goals & Timetables - The goals of minority utilization shall be expressed in labor hours and shall apply to all trades. Such goals shall be a minimum of 5% of total labor hours except when a project is located in the metropolitan core area: Providence, Pawtucket, Central Falls, Cranston, East Providence, Johnston and North Providence; in such cities the per trade goals shall be a minimum of 10% of total labor hours worked, unless otherwise agreed upon and listed in Column B below. The goals of minority labor power utilization for this project are broken down by trade below. The female goal will be 6.9%.

Column A	Column B	Column C
TRADE	Goals For Minority Participation	Goals For Female Participation
Abestos Workers	N/A	N/A
Bricklayers	10%	6.9%
Carpenters	10%	6.9%
Plasterers & Cement Masons	10%	6.9%
Electricians	10%	6.9%
Operating Engineers	10%	6.9%
Glaziers	10%	6.9%
Iron Workers	10%	6.9%
Lathers	N/A	N/A
Painters	10%	6.9%
Plumbers	10%	6.9%
Roofers	10%	6.9%
Sheet Metal Worker	10%	6.9%
Sprinklerfitters	10%	6.9%
Steam Fitters	10%	6.9%
Tile & Marble Setters	10%	6.9%
Sign Painters	10%	6.9%

The above stated goals for the subject project are reflective of the Corporation's understanding of the overall minority and female goals contained in this agreement, as well as the percent of the minority population in the project recruitment area. Such goals are to be considered neither a ceiling nor a floor, but rather as reasonable expectations of performance based upon a demonstrable best effort to comply with the Corporation's commitment to assure equal employment opportunity within it's total sphere of influence.

The Corporation will consider the owner/contractor in compliance with this agreement if the appropriate actions contained in this section, or others as may be required by the Corporation from time to time are demonstrably executed.

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All efforts to comply will be judged by the extent of the owner's/contractor's ability to effect realization of the goal; as such, impediments beyond the owner's/contractor's ability to remedy will be considered substantial and without any reasonable remedy at hand. As such, the Corporation will not levy a determination of non-compliance against the owner/contractor.

LABOR TABLES
FOR
LEVELS OF PROJECT COMPLETION

TRADE	25%			50%			75%			90%	
	T	M	F	T	M	F	T	M	F	T	M
Asbestos Workers		N/A			N/A			N/A			N/A
Boilermakers		N/A			N/A			N/A			N/A
Bricklayers	9	1	1	9	1	1					
Carpenters	5	1	1	5	1	1	7	1	1	6	1
Cement Masons	3	1	0								
Electricians	3	1	0	6	1	1	8	1	1	3	1
Elevator Constructors							2	1	0		
Glaziers				4	1	0	4	1	0		
Ironworkers	3	1	0	3	1	0					
Lathers -Drywall				3	1	0	8	1	1	2	1
Operating Engineers	2	0	0	2	0	0					
Painters							5	1	1	5	1
Pipefitters				3	1	0	6	1	1	3	1
Plasterers				3	1	0					
Plumbers	3	1	0	5	1	1	5	1	1	3	1
Roofers				6	1	1					
Sheetmetal Workers				2	1	0	2	1	0		
Sprinkler Fitters				2	0	0	2	0	0	2	0

(T = Total; M = Minority; F = Female)

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List contracts to be awarded under this proposed development. (List contracts by category; eg. construction trade, architect, planner, consultant, legal, management, etc.)

	CATEGORY	APPROXIMATE DOLLAR AMOUNT
1.	Masonry	371,000
2.	Metals	73,220
3.	Waterproofing	17,990
4.	Roofing	53,700
5.	Drywall/Acoustical	406,000
6.	Resilient	37,400
7.	Carpets	80,100
8.	Elevators	146,000
9.	Plumbing	267,500
10.	H V A C	250,000
11.	Sprinkler	117,000
12.	Electrical	371,400
13.	Painting	85,100
14.	Sitework	160,000
15.	Landscaping	35,900

Goals and estimated dollar amount of Contracts to be awarded to minority owned business.

TRADE OR SERVICE	ESTIMATED DOLLAR AMOUNT
At this time we are unable to determine a dollar amount of Contracts to be awarded to minority/female owned businesses. Marshall Contractors, Inc. realizes the necessity for minority contract awards and will do all in their power to seek their participation in this project.	

4. The hours of minority and female employment and training will be substantially uniform throughout the length of the contract for each of the trades. Further, the Contractor understands that the transfer of minority or female employees or trainees from employer to employer or from project to project for the sole purpose of meeting the Contractor's goal shall be a violation of the contract, Executive Order 11246, and 41 CFR Part 60-4. In reaching the goals of minority and female labor power utilization required of contractors, every effort shall be made to find and employ qualified journeyworkers. Apprentices or trainees employed on each project shall be in their first year of apprenticeship or training.

   In order that the non-working training hours of trainees may be counted in meeting the goal, such trainees will be employed by the Contractor during the training period, the contractor will have made a commitment to employ the trainees at the completion of their training subject to the availability of employment opportunities and the trainees will be trained pursuant to established training programs which will be the equivalent of the training programs now or hereafter provided for.

5. The Contractor will inform subcontractors, if any, of their respective obligations relating to the goals of minority and female employment and training.

6. The Contractor shall notify community organizations of employment opportunities available and shall maintain records of such organizations responses.

7. The contractor shall maintain written documentation of all requests for minority and female workers from all and/or other recruitment sources.

8. The Contractor shall maintain a file of the names and addresses of each minority and female worker referred to it and what action was taken with respect to each such referred worker, and if the worker was not employed, the reasons therefor. If such worker was not sent to the union hiring hall for referral or if such worker was not employed by the Contractor, then the files shall document this and the reasons therefor.

9. The Contractor shall promptly notify the Corporation when union(s) with whom it has a collective bargaining agreement has not referred to it a minority and female worker sent by the Contractor or the Contractor has other information that the union referral has impeded him in his efforts to meet his goal.

10. The Contractor shall participate in training programs in the area.

11. The Contractor shall disseminate its equal opportunity policy within its organization by including it in any policy manual; by publication in company newspaper, annual reports, etc.; and as a regular agenda item of staff and employees' meetings when appropriate.

12. The Contractor shall disseminate his/her equal opportunity policy externally by informing and discussing it with all recruitment sources; by advertising in newsmedia; and by notifying and discussing it with all subcontractors and suppliers, when appropriate.

13. The Contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority and female organizations, schools with minority students, minority recruitment organizations and minority training organizations, within the Contractc recruitment area.

14. The Contractor shall make specific efforts to encourage present employees to recruit their minority and female friends and acquaintance

15. The Contractor shall validate all job descriptions, selection requirements, tests, etc.

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where feasible.

17. The contractor shall develop on-the-job training opportunities and participate and assist in any association or employer group training programs relevant to needs consistent with his obligations.

18. The contractor shall continually inventory and evaluate all minority personnel for promotion opportunities and encourage minority employees to seek such opportunities.

19. The contractor shall ensure that seniority practices, job classifications, etc., do not have a discriminatory effect.

20. The contractor shall ensure that all facilities and company activities are non-segregated.

21. The contractor shall continually monitor all personnel activities to ensure that its equal opportunity policy is being implemented.

22. The contractor shall submit all required reporting forms to the Corporation, or its designees, by the 5th day of each month during the life of construction activities.

C. Section 3 Obligations

1. General Activities

All contracts or agreements entered into with respect to this project will contain the following Section 3 clause:

> The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, by Section 329 of the HUD Amendments of 1980, P.L. 96-399, 94 Stat. 1651.
>
> "In the administration by the Secretary of Housing and Urban Development of programs providing direct financial assistance. Including community development block grants under Title 1 of the Housing and Community Development Act of 1974, in aid of housing, urban planning, development, redevelopment, or renewal, public or community facilities, and new community development, the Secretary shall --
>
> (i) require, in consultation with the Secretary of Labor, that to the greatest extent feasible opportunities for training and employment arising in connection with the planning and carrying out of any project assisted under any such program be given to lower income persons residing within the unit of local government or the metropolitan area (or non-metropolitan county) as determined by the Secretary, in which the project is located; and
>
> (ii) require, in consultation with the Administrator of the Small Business Administration, that to the greatest extent feasible contracts for work to be performed in connection with any such project be awarded to business concerns, including but not limited to individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project."

All contractors and sub-contractors will be required to send to each labor organization or representative of workers with which they have collective bargaining agreements, a written notice of the Contractor's obligations under Section 3 and his commitment to meet these obligations

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of the contract, a preliminary statement of workforce needs (skilled, semi-skilled, unskilled labor and trainees by category) where known.

In all solicitations for bids, prospective contractors will be advised of the requirements of Section 3 covered projects. In situations where there is no formal bidding procedure, prospective contractors shall be advised by the contractor of the requirement of these regulations as part of the contract specifications. Residents of the area will be encouraged to bid on appropriate contracts.

2. Employment with Respect to Lower Income Area Residents

Eligible lower income area residents, where possible and to greatest extent feasible, will be utilized in the various training categories for work to be performed on this project, and to fill vacant training positions. The maximum number of trainees for each occupation will be initially determined by the contractor and will be submitted to the Corporation prior to the beginning of construction.

Additionally, where possible and to greatest extent feasible, contractors will be required to use the lower income area residents as employees. This will be accomplished after identifying the number of positions in the various occupational categories, including skilled, semi-skilled, and unskilled labor needed to perform each phase of the construction activity. After such identification, a good faith effort will be made to fill all the positions identified consistent with the restraints imposed upon the contractor by existing collective bargaining agreements.

3. Business Opportunities

HUD will establish a registry of business concerns which meet the definition of a Section 3 business. Once this registry is developed it will be forwarded to the Corporation to be attached to and made a part of this plan. Once this list is obtained, the Contractor will establish the approximate number and dollar value of all contracts proposed to be awarded to businesses within each category (type of profession) for the life of the project. To this end, the Contractor will insert in all solicitations for bids affirmative action guidelines designed to accomplish the goal, and an outline of the Section 3 project area. Such information will also be provided to proposed sub-contractors in instances where formal bidding procedures might not be required. All sub-contractors will be required to submit goals and timetables reflective of their understanding and ability to comply with these Section 3 regulations. These goals and timetables will be submitted to the Corporation prior to the beginning of construction.

The Contractor recognizes the importance of the financial impact that a project of this size has on the immediate area of the construction activity and as such will strive to ensure that to the greatest extent feasible, a significant portion of the dollar value of the project will accrue to the benefit of the community residents and businesses.

The Contractor will initiate implementation of this plan by notifying community agencies of the propsoed project and the affirmative actions which are being taken with respect to Section 3. The following are agencies which will be contacted requesting assistance from them in identifying potential participants in the Contractor's affirmative action efforts:

List of agencies to be completed by the Contractor

If a Developer shall fail to comply with the terms of this Affirmative Action Program Agreement, or satisfy the Corporation as to why he is unable to comply with this Agreement, the Corporation shall have the right to suspend any advance or part thereof due under the Construction Loan Agreement, dated March 16, 19 82, between the Developer and the Corporation until such time as the Developer is able to demonstrate his compliance with the terms of this Agreement.

If at any time after imposition of the above sanction, the Developer is able to demonstrate that he is in compliance with this Agreement, he may make request to the Corporation through the Affirmative Action Officer of the Corporation for suspension of the sanction, at which time a final determination will be made by the Corporation as to whether the Developer is in compliance. Upon a favorable determination by the Corporation, the sanction shall be lifted and the money withheld shall be paid in accordance with the Construction Loan Agreement.

The Developer further agrees to carry out such sanctions and penalties for violation of provisions A thru B of this agreement as may be imposed upon contractors or sub-contractors by the Corporation. However, no determination of non-compliance can be made against a contractor or sub-contractor without benefit of a duly conducted compliance review, or unless, contractor or sub-contractor refuse to provide requested documentation relevant to Affirmative Action activities mandated under this agreement.

E. Compliance Review

The Corporation reserves the right to conduct a compliance review at its sole discretion. However, such review will only be requested when warranted as indicated by demonstrated inability of the contractor or sub-contractor to meet agreed upon minority utilization goals.

F. Severability

The provisions of this Affirmative Action Program Agreement are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not effect or impair any of the remaining provisions.

G. Duration

This Agreement shall last for the duration of the construction period of this Project and until the final advance under the Construction Loan Agreement has been made.

IN WITNESS WHEREOF, the Parties hereto have hereunto and to an instrument of like tenor set their hands and seals as of the day and year first writte above.

RHODE ISLAND HOUSING AND MORTGAGE FINANCE CORPORATION

William S. Wilkinson
(Signature)

William S. Wilkinson
Chief Development Officer
(Name and Title)

Developer / Owner: 000178

WITNESS:

(Signature) GEN. PARTNER

(Name and Title)

CENTERDALE MANOR ASSOCIATES

Notice of Termination

Pursuant to the terms of that certain Management Agreement between the undersigned dated August 1, 1994, in particular Paragraph 30 of said Agreement, the undersigned mutually agree that said Agreement shall terminate on January 31, 1995.

The undersigned mutually acknowledge the delivery, receipt and adequacy of consideration for this termination.

Owner:
Centerdale Manor Associates

By: _____
a General Partner

Management Agent:
Marshall Properties, Inc.

By: Janice A. Depot
Janice A. Depot
Its: Vice President

December 28, 1994

Marshall Properties

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HOUSING MANAGEMENT AGREEMENT

THIS AGREEMENT is made this 1st day of Aug., 1994 between CENTERDALE ASSOCIATES (the OWNER) and MARSHALL PROPERTIES, INC. (the AGENT).

1. APPOINTMENT AND ACCEPTANCE: The OWNER appoints the AGENT as exclusive agent for the management of the property described in Paragraph 2 of this AGREEMENT and the AGENT accepts the appointment, subject to the terms and conditions set forth in this AGREEMENT.

2. DESCRIPTION OF DEVELOPMENT: The property to be managed by the AGENT under this AGREEMENT is a housing development (the DEVELOPMENT), consisting of the land, buildings, and other improvements which make up DEVELOPMENT NO. RI43-H023-121. The DEVELOPMENT is further described as follows:

   Name: CENTREDALE MANOR

   Location: City North Providence County Providence

   State Rhode Island

   No. of Dwelling Units: 123

3. DEFINITIONS: As used in the AGREEMENT.

   a. "Mortgage" means that certain mortgage deed by the OWNER, as mortgagor, to the mortgagee, with respect to the DEVELOPMENT.

   b. "Mortgagee" means any holder of the Mortgage.

   c. "Principal Parties" means the OWNER and the AGENT.

4. RIHMFC REQUIREMENTS: The DEVELOPMENT is or will be subject to a Housing Assistance Payments Contract (the HAP Contract) with Rhode Island Housing and Mortgage Finance Corporation (RIHMFC). The OWNER has or will furnish the AGENT with copies of the HAP Contract. Additionally, the OWNER has or will enter into a Regulatory Agreement with RIHMFC, whereby the OWNER is obligated to provide for management of the DEVELOPMENT in a manner satisfactory to RIHMFC. The OWNER has or will furnish the AGENT with copies of the Regulatory Agreement. In performing its duties under this AGREEMENT, the AGENT will comply with all pertinent requirements of the HAP Contract, the Regulatory Agreement and the directives of RIHMFC. In the event of any instruction from the OWNER which is in contradiction of such requirements, the latter prevails. In the event of any conflict between the provisions hereof and those of the HAP Contract or the Regulatory Agreement, the provisions of the HAP Contract or Regulatory Agreement shall prevail.

5. MANAGEMENT PLAN: The Management Plan for the DEVELOPMENT provides a comprehensive and detailed description of the policies and procedures to be followed in the management of the DEVELOPMENT. In many of its provisions, this AGREEMENT briefly defines the nature of the AGENT's obligations, with the intention that reference be made to the Management Plan for more detailed policies and procedures. Accordingly, the OWNER and the AGENT will comply with all applicable provisions of the Management Plan, regardless of whether specific reference is made thereto in any particular provision of this AGREEMENT.

6. MANAGEMENT INPUT DURING RIHMFC PROCESSING: The AGENT will advise and assist the OWNER with respect to management input during the remaining stages of RIHMFC loan processing. The AGENT's specific tasks will be as follows:

   a. Preparation and submission to the OWNER of a recommended operating budget for the period prior to Final Closing and for the initial operating year of the DEVELOPMENT.

   b. Participation in the pre-occupancy conference with RIHMFC officials.

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c. Preparation and submission to the OWNER and submission to RIHMFC of a monthly Statement of Income and Expenses throughout the length of this AGREEMENT.

d. Participation in the on-site inspection of the DEVELOPMENT, required by RIHMFC subsequent to initial occupancy.

e. Continuing review of the Management Plan, for the purpose of keeping the OWNER advised of necessary or desirable changes.

7. BASIC INFORMATION: As soon as possible, the OWNER will furnish the AGENT with two (2) complete sets of plans and specifications as finally approved by RIHMFC and copies of all guarantees and warranties pertinent to construction, fixtures and equipment. With the aid of this information and inspection by competent personnel, the AGENT will thoroughly familiarize itself with the character, location, construction, layout, plan and operation of the DEVELOPMENT, and especially of the electrical, heating, plumbing, air-conditioning and ventilating systems, and all other mechanical equipment.

8. LIAISON WITH ARCHITECT AND GENERAL CONTRACTOR: During the planning and construction phases, the AGENT will maintain direct liaison with the architect and general contractor, in order to coordinate management concerns with the design and construction of the DEVELOPMENT, and to facilitate completion of any corrective work and the AGENT's responsibilities for arranging facilities and services pursuant to Paragraph 14 of this AGREEMENT. The AGENT will keep the OWNER advised of all significant matters in this connection.

9. MARKETING: The AGENT will carry out the marketing in accordance with the RIHMFC approved Resident Selection and Marketing plan, attached hereto, and will also adhere to the requirements of the Affirmative Fair Housing Marketing Plan as it appears in the Management Plan.

10. RENTALS: The AGENT will offer for rent and will rent the dwelling units, commercial space and other rental facilities and concessions in the DEVELOPMENT. Incident thereto, the following provisions will apply:

a. The AGENT will make preparations for initial rent-up, as described in the Management Plan. With the prior written approval of the OWNER and subject to the provisions of the Management Plan and the Resident Selection and Marketing Plan, the AGENT shall formulate renting plans and policies, advertise the premises or portions thereof, arrange for a furnished model apartment, and prepare and secure signs, publicity releases, brochures, layouts, circulars and other materials necessary for the proper discharge of its responsibilities hereunder. Such expenses shall be funded through the allowable funds in the Management Fund with the prior written approval of RIHMFC and the OWNER. The rent-up period will commence at least ninety (90) days prior to the date of first occupancy and shall continue until the effective date of the HAP Contract.

b. The AGENT will follow the tenant selection policy described in the Resident Selection and Marketing Plan.

c. The AGENT will show the premises to prospective tenants.

d. The AGENT will take and process applications for rentals according to the procedures in the Resident Selection and Marketing Plan using forms that have been approved by RIHMFC.

e. The AGENT will prepare all leases and parking permits, and will execute the same in its name, identified thereon as AGENT for the OWNER. All leases and lease terms will be in a form prescribed by RIHMFC and will comply with the pertinent provisions of the Regulatory Agreement, the HAP Contract, and the directives of RIHMFC. Dwelling leases, commercial leases, permits for garage

and parking spaces, and licenses or other agreements with coin machine operators and other concessionaires will be in a form approved by RIHMFC and the OWNER, but individual dwelling leases and parking permits need not be submitted for the approval of the OWNER. Each dwelling lease shall require, as a condition of occupancy, the prepayment of the first month's rent, which is equal to one month's gross family contribution, plus a security deposit in an amount equal to one month's gross family contribution or fifty dollars ($50.00), whichever is greater, to guarantee performance of the tenant's covenants under the lease.

f. Lists of prospective tenants will be furnished to the OWNER upon request.

g. The AGENT will anticipate needs for rental increases and alert the OWNER to this requirement. The AGENT will furnish the necessary documentation and information and upon approval by the OWNER will submit a formal request to RIHMFC for rent increases necessary. Failure to promptly meet this requirement will be considered a breach of this AGREEMENT.

h. The OWNER will furnish the AGENT with rent and income schedules, as from time to time approved by RIHMFC, showing contract rents as appropriate for dwelling units, and other charges for facilities and services, and income data pertinent to determination of tenant's eligibility and tenant rents. In no event will such rents and other charges be exceeded.

i. The AGENT will counsel all prospective tenants regarding eligibility and will prepare and verify eligibility certifications and recertifications in accordance with the Regulatory Agreement, the HAP Contract and the directives of RIHMFC. The AGENT shall obtain evidence substantiating the information given on the tenant's certifications and recertifications of income and retain the evidence in its files for a period of three years for review by HUD and/or RIHMFC. If recertification reveals a change in income whereby a tenant becomes eligible for a lower rent, or is required to pay a higher rent, the AGENT shall make such adjustment within thirty (30) days; provided, however, that no dwelling rent shall be more than the contract rent.

j. The AGENT will negotiate commercial leases and laundry concession agreements. The AGENT, after obtaining approval of said leases and agreements by the OWNER, will forward the negotiated leases and/or agreements to RIHMFC who shall have fifteen (15) days from the date of receipt to disapprove these negotiated leases and/or agreements, such disapproval to clearly define the reasons for disapproval, and such disapproval to be sent in writing to the AGENT. If such disapproval is not received by the AGENT within fifteen (15) days, the AGENT may execute such leases and agreements in its name, identified thereon as AGENT for the OWNER.

Commercial rents will not be less than the minimum approved by RIHMFC. Rents derived from non-residential sources shall not exceed 10% of total rents derived from the DEVELOPMENT unless specifically authorized in advance by the OWNER.

k. The AGENT will collect, deposit and disburse security deposits in accordance with the terms of each tenant's lease. The amount of each security deposit, for residential units, will be equal to one month's gross family contribution or fifty dollars ($50.00), whichever is greater. Security deposits will be deposited by the AGENT in an interest-bearing account, separate from all other accounts and funds, with a bank or other financial institution (within the State of Rhode Island) whose deposits are insured by an agency of the United States Government and approved by the OWNER and RIHMFC . This account will be carried in the AGENT's name and designated of record as "CENTERDALE ASSOCIATES Security Deposit Account." The AGENT shall cause the amount in the Security Deposit Account to equal or exceed at all times the aggregate of all outstanding obligations of the OWNER

with respect to security deposits. In jurisdictions where local laws require the payment of interest to individual tenants, such laws will be complied with.

l. Occupancy shall not be restricted by reason of the fact that there are children in the applicant's family, unless the DEVELOPMENT is designed primarily for elderly persons.

m. The AGENT shall maintain a liaison with community groups and public service organizations for the purpose of promoting the desirability of housing and goodwill at " CENTREDALE MANOR ." Basic information such as qualification requirements, size of apartments and available rental prices will be transmitted to groups to be selected by the AGENT.

11. COLLECTION OF RENTS AND OTHER RECEIPTS: The AGENT will collect, when due, all rents, charges, and other amounts receivable for the OWNER's account in connection with the management and operation of the DEVELOPMENT. Such receipts (except for tenant's security deposits, which will be handled as specified in Paragraph 10-k, hereof) will be deposited in an account, separate from all other accounts and funds, with a bank (within the State of Rhode Island) whose deposits are insured by an agency of the United States Government and approved by the OWNER. This account will be carried in the AGENT's name and designated of records as " CENTERDALE ASSOCIATES Development Bank Account." The AGENT may deposit rents, initially, in a lock-box or other account containing rents from other properties managed by the AGENT provided, however, that such funds shall be transferred, within seventy-two (72) hours (exclusive of Sundays and Holidays) after receipt, to the Development Bank Account.

12. ENFORCEMENT OF LEASES: The AGENT will use its best efforts to secure full compliance by each tenant with the terms of his or her lease. Voluntary compliance will be emphasized. The AGENT, utilizing the services of local social service agencies when available, will counsel tenants and make referrals to community agencies in cases of financial hardship or under other circumstances deemed appropriate by the AGENT, to the end that involuntary termination of tenancies may be avoided to the maximum extent consistent with sound management of the DEVELOPMENT. Nevertheless, and subject to the pertinent procedures prescribed in the Management Plan, the AGENT may lawfully terminate any tenancy when, in the AGENT's judgment, sufficient cause (including, but not limited to, non-payment of rent) for such termination occurs under the terms of the tenant's lease. For this purpose, the AGENT is authorized to consult with legal counsel to be approved by the OWNER to bring actions for eviction and to execute notices to vacate and judicial pleadings incident to such actions; provided, however, that the AGENT will keep the OWNER informed of such actions and will follow such instructions as the OWNER may prescribe for the conduct of any such action. Attorney's fees and other necessary costs incurred in connection with such actions will be paid out of the Development Bank Account as DEVELOPMENT expenses.

13. MAINTENANCE AND REPAIRS: The AGENT will cause the DEVELOPMENT to be maintained and repaired in accordance with the Management Plan and local codes, and in a condition at all times acceptable to the OWNER and RIHMFC, including, but not limited to, cleaning, painting, decorating, plumbing, heating, roofing, carpentry, grounds care, and such other maintenance and repair work as may be necessary, subject to any limitations imposed by the OWNER in addition to those contained herein. Incident thereto, the following provisions will apply:

a. Special attention will be given to preventive maintenance, and to the greatest extent feasible, the services of regular maintenance employees will be used.

b. Subject to the OWNER's prior approval, the AGENT will contract with qualified independent contractors for the maintenance and repairs beyond the capability of regular maintenance employees.

c. The AGENT will systematically and promptly receive and investigate all service requests from tenants, take such action thereon

as may be justified, and will keep records of the same. Emergency requests will be received and serviced on a twenty-four (24) hour basis. Complaints of a serious nature will be reported to the OWNER after investigation.

d. The AGENT is authorized to purchase all materials, equipment, tools, appliances, supplies, and services necessary for proper maintenance and repairs, at "CENTREDALE MANOR" as an expense of the DEVELOPMENT.

e. Notwithstanding any of the foregoing provisions, the prior written approval of the OWNER will be required for any expenditure which exceeds Three Thousand Dollars ($3,000.00) if a contract is approved with a non-identity of interest company and Two Thousand Dollars ($2,000.00) for an identity of interest in any one instance for labor, materials, or otherwise, in connection with the maintenance and repair of the DEVELOPMENT, except for recurring expenses within the limits of the operating budget, or emergency repairs involving manifest danger to persons or property, or required to avoid suspension of any necessary service. In the event of emergency repairs, the AGENT will inform the OWNER and RIHMFC of the facts as promptly as possible. Except with respect to such budgeted recurring expenses and emergency repairs, the AGENT shall obtain three (3) written bids for the proposed work, and shall forward copies thereof together with its recommendations and the written approval of the OWNER to RIHMFC for its approval. No expenditure shall be made without the prior written consent of RIHMFC.

f. The AGENT shall take such action as may be necessary to comply promptly with any and all statutes, ordinances, regulations, orders or other requirements affecting the DEVELOPMENT, whether imposed by Federal, State or local authority; provided, however that the AGENT shall take no such action so long as the OWNER is contesting, or has affirmed its intention to contest, the same. Each party shall promptly notify the other in writing of all notices of government requirements received by that Party.

14. UTILITIES AND SERVICES: In accordance with the Management Plan and the operating budget, the AGENT will make arrangements for water, electricity, gas, fuel, oil, sewage and trash disposal, vermin extermination, decorating, laundry facilities, and telephone service. Subject to the OWNER's prior approval, the AGENT will make such contracts as may be necessary to secure such utilities and services.

15. SAFETY AND HEALTH REGULATIONS:

a. The AGENT shall take such action as may be necessary to assure that the OWNER and the AGENT are at all times in compliance with wage, hour, health, safety and other Federal, State and local laws, ordinances, regulations and notices, orders of courts and other administrative bodies relating to the OWNER's and the AGENT's employees who furnish services in connection with the DEVELOPMENT.

b. The AGENT agrees to indemnify and hold harmless the OWNER with respect to any losses or fines which may be incurred by reason of non-compliance with any of the foregoing; provided, however, that the AGENT shall have no liability for any violations with respect to which the OWNER has failed or refused, after notice by the AGENT, to authorize or provide funds required to take necessary remedial action.

16. EMPLOYEES: The Management Plan prescribes the number, qualifications and duties of the personnel to be regularly employed in the management of the DEVELOPMENT, including a Resident Manager (if applicable), a Social Service Director (if applicable), and maintenance, bookkeeping, clerical and other managerial personnel. All such personnel, together with all maintenance, repair and other on-site personnel, and bookkeeping, clerical and other office and managerial personnel, will be employees of the AGENT and not the OWNER, and will be hired, paid, supervised and discharged by the AGENT, subject to the following conditions:

a. The compensation (including fringe benefits) of the Resident Manager, the Social Services Director and the maintenance employees will be as prescribed in the Management Plan. Compensation of bookkeeping, clerical and other managerial personnel will be within the AGENT's sole discretion, provided that minimum wage standards will be met.

b. The OWNER will reimburse the AGENT for compensation (including fringe benefits) payable to the Resident Mananger, the Social Services Director and maintenance employees, as prescribed in the Management Plan, and for all local, State and Federal taxes and assessments (including, but not limited to, Social Security taxes, unemployment insurance and Worker's Compensation Insurance) incident to the employment of such personnel. Such reimbursement will be paid out of the Development Bank Account and will be treated as DEVELOPMENT expenses.

c. Compensation (including fringe benefits) payable to the clerical and all bookkeeping, and other office and managerial personnel, plus all local, State and Federal taxes and assessments incident to the employment of such personnel, will be borne solely by the AGENT, and will not be paid out of the OWNER's funds or treated as DEVELOPMENT expenses. For this purpose, the rental value of any dwelling unit furnished rent free to the Resident Manager will not be considered a part of his compensation, but will instead be treated as a cost to be borne by the OWNER.

d. The AGENT will establish and follow an employment policy which affords residents of the DEVELOPMENT opportunities for employment in the management and operation of the DEVELOPMENT and, to the extent consistent with that consideration, affords employment opportunities to lower income persons in the area.

e. To the greatest extent feasible, the services of regular maintenance and repair employees shall be used in the DEVELOPMENT. However, the AGENT shall engage qualified independent contractors for exterminating services, maintenance and repair of air-conditioning systems and extraordinary repairs beyond the capability of regular maintenance employees.

f. The OWNER agrees that if in the professional judgment of the AGENT, a Rental Agent in addition to the Resident Manager is required during the initial rent-up, the Rental Agent's compensation (including fringe benefits) and all taxes and assessments shall be paid out of the Development Bank Account as a DEVELOPMENT expense, with the prior written approval of RIHMFC.

17. DISBURSEMENTS FROM DEVELOPMENT BANK ACCOUNT:

a. From the funds collected and deposited by the AGENT in the Development Bank Account pursuant to Paragraph 11 hereof, the AGENT will promptly make the following disbursements when payable:

1. Reimbursements to the AGENT for compensation payable to the employees specified in Paragraph 16-b, hereof, and for taxes and assessments payable to local, State and Federal government in connection with the employment of such personnel.

2. The single aggregate payment required to be made monthly by the OWNER to the Mortgagee, including the amounts due under the mortgage for principal amortization, interest, ground rents, taxes and assessments, fire and other hazards insurance premiums.

3. Payments to be made under the provisions of Section 12(g) of the Regulatory Agreement.

4. All sums otherwise due and payable by the OWNER as expenses of the DEVELOPMENT authorized to be incurred by the AGENT under the terms of this AGREEMENT, including compensation payable to the AGENT, pursuant to Paragraph 29 hereof, for its service hereunder.

b. Except for the disbursements mentioned in Paragraph 17-a, hereof, funds will be disbursed or transferred from the Development Bank Account only as the OWNER may from, time to time, direct in writing and with the prior written approval of RIHMFC.

c. In the event that the balance in the Development Bank Account is at any time insufficient to pay disbursements due and payable under Paragraph 17-a, hereof, the AGENT will inform the OWNER of the fact (giving the OWNER timely notice, at least five (5) days where practicable) and the OWNER will then remit to the AGENT sufficient funds to cover the deficiency. In no event will the AGENT be required to use its own funds to pay such disbursements.

d. Allowable DEVELOPMENT operating expenses include, but are not limited to:

1. Advertising - Incident to DEVELOPMENT rentals and hiring of maintenance staff subsequent to the rent-up period.

2. Legal - Reasonable attorney's fees incurred in connection with the operation of the DEVELOPMENT.

3. Maintenance and Repairs:

(i) Cleaning, painting, decorating, plumbing, heating, roofing, carpentry, grounds care, and such other maintenance and repair work as may be necessary, subject to any limitations imposed by OWNER.

(ii) Preventive maintenance, and to the greatest extent feasible, the services of regular maintenance employees will be used.

(iii) Contractual services for maintenance and repair of HVAC systems, elevators, fire alarm system, burglar alarm system, and extraordinary repairs beyond the capability of regular maintenance employees.

(iv) Procurement of all materials, equipment, tools, appliances, supplies, and services necessary for proper maintenance and repairs.

4. Utilities and Services - Water, electricity, gas, fuel oil, sewage, trash disposal, vermin extermination, laundry facilities, and telephone service, all as provided in Paragraph 14 hereof.

5. Other - Auditing expense (quarterly or annual financial reports) prepared by a CPA or a Public Accountant licensed by the State. However, preparation of Federal and State Income Taxes is not a DEVELOPMENT expense, and shall be borne by the OWNER.

6. Insurance - DEVELOPMENT's boiler and machinery equipment.

7. Security Deposit Refunds.

8. Rent Refunds.

9. Employee Training - course fees only.

10. Mileage - Transportation for maintenance staff permanently assigned to the DEVELOPMENT.

11. Fidelity Bond - Bonding of on-site personnel only.

18. BUDGETS: Annual operating budgets for the DEVELOPMENT will be as approved by the OWNER and RIHMFC. Except as permitted under Paragraph 13-e, hereof, annual disbursements for each type of operating expenses itemized in the budget will not exceed the amount authorized by the approved budget. In addition to preparation and submission of a recommended operating budget

for the initial fiscal year (as provided in Paragraph 6-a, hereof), the AGENT will prepare a recommended operating budget for each subsequent fiscal year beginning during the term of this AGREEMENT, and will submit the same to the OWNER and RIHMFC at least thirty (30) days before the beginning of the fiscal year. The Owner will promptly inform the AGENT and RIHMFC of changes, if any, incorporated in the approved budget, and the AGENT will keep the OWNER informed of any anticipated deviation from the receipts or disbursements stated in the approved budget.

19. RECORDS AND REPORTS: In addition to any other requirements specified in the Management Plan or other provisions of this AGREEMENT, the AGENT will have the following responsibilities with respect to records and reports:

a. The AGENT will establish and maintain a comprehensive system of records, books and accounts in a manner conforming to the directives of RIHMFC and otherwise satisfactory to the OWNER. All records, books and accounts will be subject to examination at reasonable hours by any authorized representative of the OWNER and RIHMFC.

b. With respect to each fiscal year ending during the term of this AGREEMENT, the AGENT will cause an annual financial report to be prepared by a Certified Public Accountant or a Public Accountant licensed by the State acceptable to the OWNER and RIHMFC, based upon the preparer's examination of the books and records of the OWNER and the AGENT. The report will be prepared in accordance with the directives of RIHMFC and HUD, will be certified by the preparer and the AGENT, and will be submitted to the OWNER within ninety (90) days after the end of the fiscal year, for the OWNER's further certification and submission to RIHMFC. Compensation for the preparer's services will be paid out of the Development Bank Account as an expense of the DEVELOPMENT.

c. The AGENT will furnish such information (including operating and occupancy reports) as may be requested by the OWNER and RIHMFC from time to time with respect to the financial, physical or operational condition of the DEVELOPMENT.

d. The AGENT will prepare and submit to the appropriate parties when required:

1. HUD Form #52670 - Housing Owner's Certification and Application for Tenant Assistance Payments.

2. HUD Form #52670A - Part I, Schedule of Tenant Assistance Payments Due, and Part II, Schedule of Section 8 Special Claims, where applicable.

3. HUD Form #50059 - Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures.

4. HUD Form #50059a - Worksheet for Computing Total Tenant Payment - Section 8 Programs or HUD Form #50059e, The Easy Worksheet for Computing Total Tenant Payment/Tenant Rent, where applicable.

These forms are to be submitted to the appropriate parties no later than the 10th of each month reflecting the subsequent month's requisition.

e. Monthly, the AGENT will furnish the OWNER and RIHMFC with an itemized list of all delinquent rental accounts in a form prescribed by RIHMFC.

f. The AGENT will prepare a monthly report showing actual figures for receipts and disbursements, and will submit each such report to the OWNER and RIHMFC within fifteen (15) days after the end of the month covered. Such reports will contain no less detail than contained in the (1) Rent Roll Listing and (2) Income Statement and Expense Analysis. Such reports shall include the gross potential rental income.

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g. If, after the DEVELOPMENT reaches sustaining occupancy (95%), the rental collections plus Housing Assistance Payments fall below operating expenses for a sustained period of sixty (60) days, the

AGENT will immediately send written notification of the same to RIHMFC.

h. Except as otherwise provided in this AGREEMENT, all bookkeeping, clerical and other management overhead expenses (including, but not limited to, costs of office supplies and equipment, data processing services, and transportation for managerial personnel) will be borne by the AGENT out of his own funds and will not be treated as DEVELOPMENT expenses. Credit reporting and related processing expenses as well as the site telephone and postage will be paid out of the Development Bank Account as DEVELOPMENT expenses.

i. The said books, records and accounts shall be kept at the principal office of the AGENT. The OWNER, its duly authorized representatives and RIHMFC shall have the right to examine and make copies of the same at all reasonable times.

20. FIDELITY BONDS: The AGENT will furnish, at the DEVELOPMENT's expense, a fidelity bond in the principal sum of $750,000.00 , which is at least equal to the gross potential income for two (2) months and is conditioned to protect the OWNER and the Consenting Parties against misapplication of DEVELOPMENT funds by the AGENT and its employees. The other terms and conditions of the bond, and the surety thereon, will be subject to the approval of the OWNER.

21. BIDS, DISCOUNTS, REBATES, ETC: The AGENT will obtain contracts, materials supplies, utilities and services on the most advantageous terms to the DEVELOPMENT, and is authorized to solicit three (3) bids, either formal or informal, for those items which can be obtained from more than one source. The AGENT will secure and credit to the OWNER all discounts, rebates or commissions obtainable with respect to purchases, service contracts and all other transactions on the OWNER's behalf.

22. SOCIAL SERVICE PROGRAM: The AGENT will be responsible to the OWNER for carrying out the social services program described in the Management Plan.

23. TENANT/MANAGEMENT RELATIONS: The AGENT will encourage and assist residents of the DEVELOPMENT in forming and maintaining representative organizations to promote their common interests, and will maintain good-faith communication with such organizations to the end that problems affecting the DEVELOPMENT and its residents may be avoided or solved on the basis of mutual self-interest. The extent of such services by the AGENT, and compensation thereof, shall be mutually determined by the OWNER and the AGENT.

24. ON-SITE MANAGEMENT FACILITIES: Subject to the further agreement of the OWNER and AGENT as to more specific terms, the AGENT will maintain a management office within the DEVELOPMENT and the Resident Manager or Superintendent will reside in one of the dwelling units in the DEVELOPMENT. The OWNER will make no rental charge for the same.

25. INSURANCE: The OWNER will inform the AGENT of insurance to be carried with respect to the DEVELOPMENT and its operations, and the AGENT will cause such insurance to be placed and kept in effect at all times. The first year's insurance premiums (required to be paid in advance from resources other than the Development Bank Account) will not be treated as an expense of the DEVELOPMENT, but will instead be treated as a cost to be borne by the OWNER. Commencing with the effective date of the HAP Contract and continuing during each year of operation, the AGENT will withdraw out of the Development Bank Account each month for payment to RIHMFC pursuant to Paragraph 17-a-2, hereof, one-twelfth (1/12) of the estimated annual insurance premium for the following year. All insurance will be placed with such companies, on such conditions, in such amounts, and with such beneficial interests appearing thereon as shall be acceptable to the OWNER and RIHMFC, and shall be otherwise in conformity with the mortgage; provided that the same will include public liability coverage, with the AGENT designated as one of the insured, in amounts acceptable to the AGENT as well as the OWNER and RIHMFC. The AGENT will investigate and

furnish the OWNER with full reports as to all accidents, claims and potential claims for damage relating to the DEVELOPMENT, and will co-operate with the OWNER's insurers in connection therewith.

26. TAXES AND ASSESSMENTS, GROUND RENTS: Taxes and assessments and ground rents, if any, are deemed to be incurred pro-rata throughout the year. Those incurred prior to the effective date of the HAP Contract shall be paid from resources other than Development Bank Account, regardless of when they are due and payable. Commencing with the effective date of the the HAP Contract and continuing during each year of operation, the AGENT will withdraw from the Development Bank Account each month for payment to RIHMFC pursuant to paragraph 17-a-2, hereof, amounts determined by RIHMFC to be necessary to pay taxes and assessments and ground rents, if any, for the current or any subsequent year of operation.

27. COMPLIANCE WITH GOVERNMENT ORDERS: The AGENT will take such action as may be necessary to comply promptly with any and all governmental orders or other requirements affecting the DEVELOPMENT, whether imposed by Federal, State, County or municipal authority; subject, however, to the limitation stated in Paragraph 13-e, hereof with respect to repairs. Nevertheless, the AGENT shall take no such action so long as the OWNER is contesting, or has affirmed its intention to contest, any such order or requirement. The AGENT will notify the OWNER in writing of all notices of such orders or other requirements within seventy-two (72) hours from the time of their receipt.

28. NON-DISCRIMINATION: In the performance of its obligations under this AGREEMENT, the AGENT will comply with the provisions of any Federal, State or local law prohibiting discrimination in housing on the grounds of race, color, creed or national origin, including Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 78 Stat. 241); all requirements imposed by or pursuant to the Regulations of the Secretary (24 CFR, Subtitle A, Part 1) issued pursuant to the Title; regulations issued pursuant to the Executive Order 11063; and Title VIII of the 1968 Civil Rights Act.

29. AGENT'S COMPENSATION: The AGENT will be compensated for its services under this AGREEMENT by monthly fees to be paid out of the Development Bank Account and treated as DEVELOPMENT expenses. Such fees will be payable on the first business day of the beginning of each monthly period. Each such monthly fee will be in an amount equal to 5 1/2% of the gross rental collections during the preceding month (including Housing Assistance Payments) based upon approved contract rents. The total fee is 5% for management; 1/2 percent for bookkeeping.

30. TERM OF AGREEMENT:

    a. This AGREEMENT shall be in effect for a period commencing on the execution hereof and ending two (2) years after the date; provided, however, that this AGREEMENT shall not be binding until endorsed by RIHMFC. This AGREEMENT shall continue in full force and effect after the expiration of the original term upon the same condition unless each Principal Party gives notice of cancellation to the other and to RIHMFC no later than thirty (30) days before the expiration of the original term or during the continuation period following the original term, no later than thirty (30) days before the date on which the cancellation is to be effective.

    b. This AGREEMENT may be terminated by the mutual consent of the Principal Parties as of the end of any calendar month during the term hereof, provided that at least thirty (30) days advance written notice thereof is given to RIHMFC.

    c. In the event that a petition in bankruptcy is filed by or against either of the Principal Parties, or in the event that either makes an assignment for the benefit of creditors or takes advantage of any insolvency act, the other party may terminate this AGREEMENT upon two (2) days' written notice to the other, and to RIHMFC.

d. Notwithstanding any other provision hereof, it is expressly understood and agreed by and between the Principal Parties that this AGREEMENT shall terminate at the end of any calendar month, at the option of RIHMFC, in its sole discretion, upon thirty (30) days advance written notice of such termination to each of the Principal Parties by RIHMFC, except that in the event of a default by the OWNER under the mortgage, this AGREEMENT shall terminate immediately at the option of RIHMFC upon the issuance of a notice of termination to each of the Principal Parties. It is further understood and agreed by the Principal Parties that RIHMFC shall not be liable for any losses or other damages incurred by the Principal Parties as a result of any action taken pursuant to this paragraph.

e. Upon termination of this AGREEMENT for any reason, the AGENT shall:

1. Remit to the OWNER, within five (5) working days after such termination, all monies in the Development Bank Account and Security Deposit Account.

2. Deliver to the OWNER all unpaid bills, outstanding leases, contracts and other documents pertaining to the DEVELOPMENT.

3. Notify each tenant to make all future rent payments to the OWNER or the OWNER's designee.

4. Submit to the OWNER any financial statements required by RIHMFC.

After the parties have accounted to each other with respect to all matters outstanding as of the date of termination, the OWNER shall furnish the AGENT with security, in form and principal amount reasonably satisfactory to the AGENT, against any obligations or liabilities which the AGENT may have incurred on behalf of the OWNER hereunder.

31. DEFAULT; REMEDIES:

a. Failure by the AGENT to observe and perform any covenant, condition or agreement on its part to be observed or performed, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is sent to the AGENT by the OWNER or RIHMFC, shall constitute an "Event of Default" under this AGREEMENT.

b. Whenever any Event of Default hereunder shall have occurred and be continuing, any one or more of the following remedial steps may be taken:

(i) RIHMFC or the OWNER upon RIHMFC's consent may terminate this AGREEMENT upon thirty (30) days' written notice to the AGENT and to each other, in which event the AGENT shall account to RIHMFC and the OWNER as provided in Paragraph 30-e, hereof,

(ii) The OWNER or RIHMFC may take whatever action at law or in equity as may appear necessary or desirable to enforce performance or observance of any obligations, agreements or covenants of the AGENT under this AGREEMENT.

c. No remedy conferred upon or reserved to the OWNER or RIHMFC is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this AGREEMENT or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

32. INTERPRETATIVE PROVISIONS:

a. At all times, this AGREEMENT will be subject and subordinate to all rights of RIHMFC and will inure to the benefit of and constitute a binding obligation upon the Principal Parties and their respective successors and assigns. To the extent that this AGREEMENT confers rights upon RIHMFC, it will be deemed to inure to its benefit, but without liability to RIHMFC, in the same manner and with the same effect as though RIHMFC were a primary party to the AGREEMENT.

b. This AGREEMENT constitutes the entire agreement between the OWNER and the AGENT with respect to the management and operation of the DEVELOPMENT, and no change will be valid, unless made by supplemental written agreement, executed and approved by RIHMFC and the Principal Parties.

c. This AGREEMENT has been executed in several counterparts, each of which shall constitute a complete original AGREEMENT, which may be introduced in evidence or used for any other purpose without production of any of the other counterparts.

33. INDEMNIFICATION: The OWNER agrees to indemnify and hold harmless the AGENT in any situation arising out of or from this AGREEMENT, where the AGENT has notified the OWNER, by certified mail, return receipt requested, of any event, occurrence or happening which places the OWNER or AGENT in non-compliance with any local State or Federal notice or where the OWNER instructs the AGENT not to take any action.

IN WITNESS WHEREOF, the Principal Parties have executed this AGREEMENT on the date first above written:

WITNESS

Tracey L Jacho

By John L Marshall
General Partner
Centerdale Manor Associates

WITNESS

Diane M Duval

By Janice A. Depot
Vice President
Marshall Properties, Inc.

The Rhode Island Housing and Mortgage Finance Corporation hereby consents to foregoing AGREEMENT, dated August 1, 1994 by and between Centredale Associates and Marshall Properties, Inc.

RHODE ISLAND HOUSING AND MORTGAGE FINANCE CORPORATION

By John H. Stevens

Date: 7/27 194

CENTERDALE MANOR
SOIL QUALITY TESTING

Prepared for:

Marshall Contractors, Inc.
East Providence, Rhode Island

Prepared by:

Goldberg-Zoino & Associates, Inc.
Providence, Rhode Island

File No. P-3227
February 1982

000190

GZA

GOLDBERG·ZOINO & ASSOCIATES, INC.
GEOTECHNICAL · GEOHYDROLOGICAL CONSULTANTS

DONALD T GOLDBERG
WILLIAM S ZOINO
JOSEPH D GUERTIN J
JOHN E AYRES
JOHN P SULLIVAN
STEVEN J TRETTEL
JAMES H REYNOLDS
CONSULTANTS:
WALTER E JAWORSK
STANLEY M BEMBEN

MICHAEL A. POWERS, P.E.
DISTRICT MANAGER

February 11, 1982
File No. P-3227

Marshall Contractors, Inc.
75 Newman Avenue
East Providence, R. I. 02916

ATTENTION: Mr. William Lund

RE: Soil Quality Sampling and Analyses - Centerdale Manor

Gentlemen:

This letter presents the results of soil quality analyses performed on samples obtained from the proposed Centerdale Manor site in North Providence, R. I. The sampling and testing was performed in accordance with understandings developed at a February 1, 1982 job meeting held at the office of The Robinson Green Beretta Corp.

The purpose of the testing was to demonstrate that the on-site fill is not a "Hazardous Waste". Based on the results of the testing, State and Federal regulations, and conversations with Mr. John P. Leo of the Rhode Island Department of Environmental Management (DEM), the fill is not a "Hazardous Waste". Therefore, as previously agreed to by the DEM, the fill may be treated as a "Solid Waste" and disposed of at any licensed landfill in the State of Rhode Island. Details of the sampling and testing program are outlined below.

Soil Sampling

The sampling was performed on February 2, 1982, by the Guild Drilling Company of East Providence, Rhode Island, with a truck mounted hollow stem auger rig. The drilling and sampling procedures were observed by a GZA geologist, and copies of logs prepared by GZA are found in Appendix A. The test borings were located in the field by Mr. DeFelice of Marshall Contractors. The approximate location of the borings, in relation to the proposed structure, are shown on the attached sketch.

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255 SOUTH MAIN STREET
PROVIDENCE, RI 20903
401/421-4140

NEWTON UPPER FALLS, MA
BUFFALO, NY
CONNECTICUT RIVER VALLEY
PROVIDENCE, RI

A total of ten borings were completed. All borings terminated at a depth of four feet in or just below a layer of fill. Two samples were obtained from each exploration: one from a depth of zero to two feet, and one from a depth of two to four feet. Because the ground surface was frozen, the upper sample was collected from the flight of the auger. The lower sample was collected from a split spoon sampler (1 3/8 inch ID by two feet long). A representative portion of each sample (about 7 cubic inches) was placed in a clean plastic field bag. This sample was delivered on February 2, 1982 to the Rhode Island Analytical Laboratory, Inc. for subsequent analyses.

Analytical Testing

All analytical work was performed by the Rhode Island Analytical Laboratories, Inc. (RIAL) of Warwick, Rhode Island. An extract from the composite soil sample was obtained by RIAL from an EP Toxicity Procedure. This extract was analyzed for (1) the Volatile Organic Priority Pollutants; (2) the Semi-volatile Organics Priority Poullutants in the acid and base/neutral categories; and (3) the 8 primary metals of the State's drinking water standards. Appendices B and C present a complete list of the substances tested for, and the results of the testing, respectively.

Significance of Findings

A chemically spoiled fill is classified as a "Hazardous Waste" if a chemical concentration in the EP Toxicity extract obtained from the fill exceeds the State's drinking water standard by a factor of more than 100. The undersigned has spoken with DEM personnel and confirmed that all of the substances tested for were found at levels well below these limits. Therefore, in general, the fill within the building area at the Centerdale Manor site will not be classified as a "Hazardous Waste". Given the number of chemical drums observed on site, however, it should be recognized that drums or raw chemicals may be encountered during the excavation process. These materials will have to be classified as (if) they are encountered and disposed of accordingly.

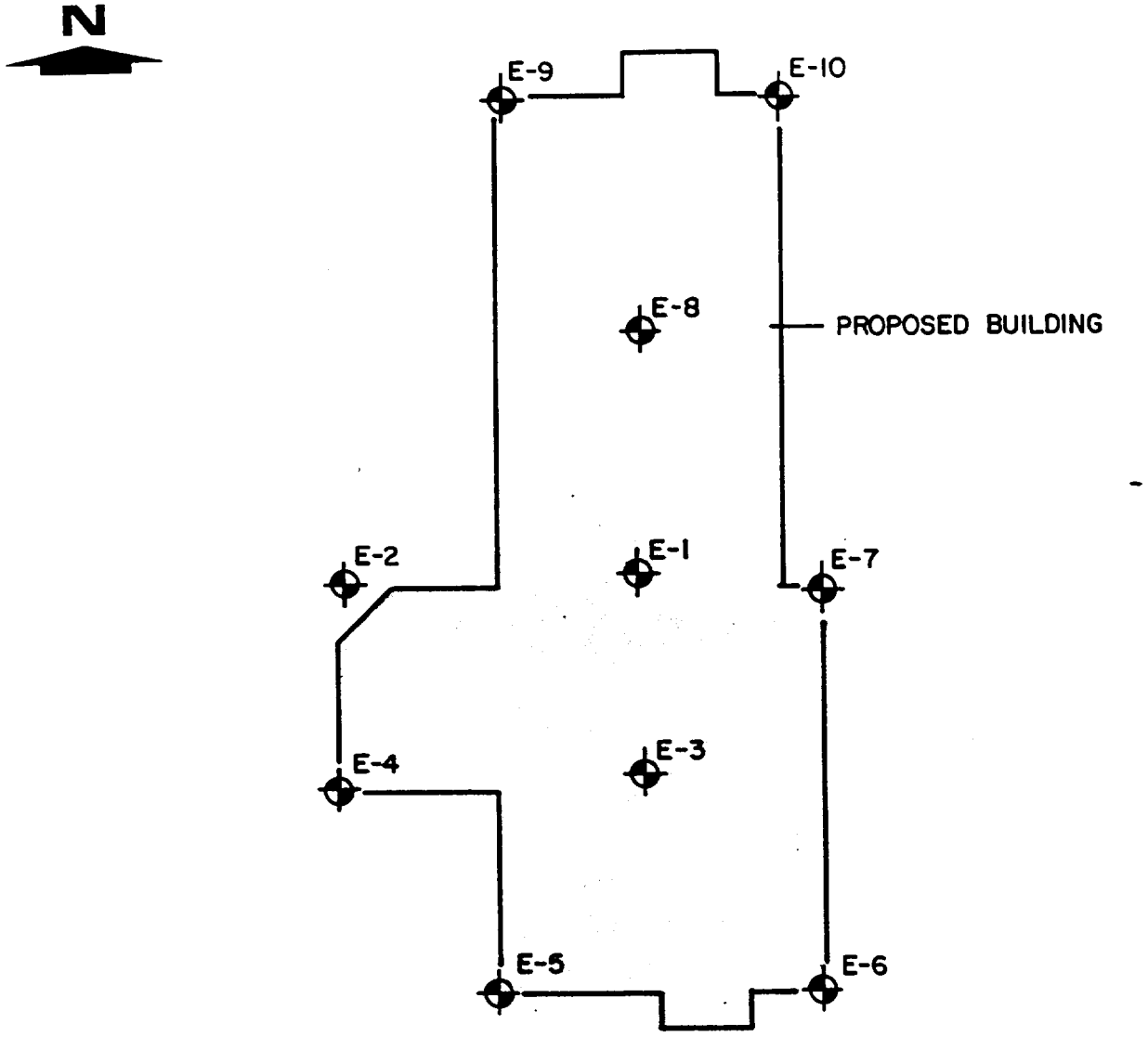
Very truly yours,

Michael A. Powers

Michael A. Powers
Associate

MAP:mrb
enclosures
cc: G. H. Graf (The Robinson
Green Beretta Corp.)

GZA



NOTES

1) BORING LOCATIONS ARE APPROXIMATE
2) ⊕ INDICATES APPROXIMATE LOCATION OF BORINGS BY GUILD DRILLING ON FEB. 2, 1982.
3) BORINGS WERE LOCATED BY MARSHALL CONTRACTORS INC.

SCALE: 1" ≈ 40'

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FILE No. P-3227

GZA

CENTERDALE MANOR
NORTH PROVIDENCE, R.I.

EXPLORATION LOCATION PLAN

FEB. 1982

FIGURE No. 1

Appendix A

Test Boring Logs

GOLDBERG · ZOINO & ASSOC., INC.
GEOTECHNICAL/GEOHYDROLOGICAL CONSULTANTS

PROJECT
CENTERDALE MANOR
CENTERDALE, RHODE ISLAND

REPORT OF BORING NO. E-1
SHEET 1 OF 1
DATE 2/2/82 FILE P-3227

BORING CO. Guild Drilling Company
FOREMAN D. Serowik
G-Z-A ENGINEER S. Hanna

BORING LOCATION See Location Plan
GROUND ELEV.
DATE START 2/2/82 DATE END 2/2/82

CASING
SIZE: none (auger)
HAMMER: lb.
FALL:

SAMPLER
TYPE: Split Spoon OTHER:
HAMMER 140 lb.
FALL: 30"

GROUNDWATER READINGS

DATE	DEPTH	CASING AT	STABILIZATION TIME
2/2	4.8'	out	completion

DEPTH	CAS. BL /FT.	SAMPLE NO.	SAMPLE PEN./REC.	SAMPLE DEPTH	SAMPLE BLOWS/6"	STRTA CHG. and GEN. DESC.	SAMPLE DESCRIPTION / CLASSIFICATION	NOTE
		S-1		0-2	auger sample	FILL	Brown and red-brown, fine to medium SAND, little+ Silt, trace Organics, trace Bricks, trace fine to coarse Gravel	
2.5		S-2	24/15	2-4	6-4-2-3		Dark brown, orange, and brown, fine to medium SAND, little Silt, trace Organics, trace Wood, Bricks, odor of oil	
						4.0'		
5							Bottom of Boring at 4.0' (required depth)	

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REMARKS:

NOTES: 1) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.
2) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THE BORING LOGS. FLUCTUATIONS IN THE LEVEL OF THE GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS WERE MADE.

GOLDBERG · ZOINO & ASSOC., INC.
GEOTECHNICAL/GEOHYDROLOGICAL CONSULTANTS

PROJECT
CENTERDALE MANOR
CENTERDALE, RHODE ISLAND

REPORT OF BORING NO. E-2
SHEET 1 OF 1
DATE 2/2/82 FILE P-3227

BORING CO. Guild Drilling Company
FOREMAN D. Serowik
G-Z-A ENGINEER S. Hanna

BORING LOCATION See Location Plan
GROUND ELEV.
DATE START 2/2/82 DATE END 2/2/82

CASING
SIZE: none (auger)
HAMMER: lb.
FALL:

SAMPLER
TYPE: Split Spoon OTHER:
HAMMER 140 lb.
FALL: 30"

GROUNDWATER READINGS

DATE	DEPTH	CASING AT	STABILIZATION TIME
2/2	4.8'	out	completion

DEPTH	CAS. BL /FT.	SAMPLE NO.	SAMPLE PEN./REC.	SAMPLE DEPTH	SAMPLE BLOWS/6"	STRTA CHG. and GEN. DESC.	SAMPLE DESCRIPTION CLASSIFICATION	NOTE
		S-1		0-2	auger sample	FILL	Dark brown-black, fine to medium SAND, little+ Silt, trace Organics, grading to red-brown, fine to medium SAND, little- Silt, trace+ Wood at ~1.5'	
2.5		S-2	24/6	2-4	13-3-4-2		Dark brown, fine to coarse GRAVEL and SAND, trace+ Silt, trace Organics (Wood)	
						4.0'		
5							Bottom of Boring at 4.0' (required depth)	

000136

REMARKS:

NOTES: 1) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.
2) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THE BORING LOGS. FLUCTUATIONS IN THE LEVEL OF THE GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS WERE MADE.

GOLDBERG · ZOINO & ASSOC., INC.
GEOTECHNICAL/GEOHYDROLOGICAL CONSULTANTS

PROJECT
CENTERDALE MANOR
CENTERDALE, RHODE ISLAND

REPORT OF BORING NO. E-3
SHEET 1 OF 1
DATE 2/2/82 FILE P-3227

BORING CO. Guild Drilling Company
FOREMAN S. Serowik
G-Z-A ENGINEER S. Hanna

BORING LOCATION See Location Plan
GROUND ELEV.
DATE START 2/2/82 DATE END 2/2/82

CASING
SIZE: none (auger)
HAMMER: lb.
FALL:

SAMPLER
TYPE: Split Spoon OTHER:
HAMMER 140 lb.
FALL: 30"

GROUNDWATER READINGS

DATE	DEPTH	CASING AT	STABILIZATION TIME
2/2	4.3'	out	completion

DEPTH	CAS. BL. /FT.	SAMPLE NO.	SAMPLE PEN./REC.	SAMPLE DEPTH	SAMPLE BLOWS/6"	STRTA CHG. and GEN. DESC.	SAMPLE DESCRIPTION / CLASSIFICATION	NOTE
		S-1		0-2	auger sample	FILL	Brown, fine to medium SAND, some Silt, trace Organics, Wood, coarse Sand	
2.5		S-2	24/6	2-4	7-4-6-3		Brown, fine to medium SAND, trace Silt, ~1" layer PEAT	
						4.0'		
5							Bottom of Boring at 4.0' (required depth)	

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REMARKS:

NOTES: 1) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.
2) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THE BORING LOGS. FLUCTUATIONS IN THE LEVEL OF THE GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS WERE MADE.

GOLDBERG · ZOINO & ASSOC., INC.
GEOTECHNICAL/GEOHYDROLOGICAL CONSULTANTS

PROJECT
CENTERDALE MANOR
CENTERDALE, RHODE ISLAND

REPORT OF BORING NO. E-4
SHEET 1 OF 1
DATE 2/2/82 FILE P-3227

BORING CO. Guild Drilling Company
FOREMAN D. Serowik
G-Z-A ENGINEER S. Hanna

BORING LOCATION See Location Plan
GROUND ELEV.
DATE START 2/2/82 DATE END 2/2/82

CASING
SIZE: none (auger)
HAMMER: lb.
FALL:

SAMPLER
TYPE: Split Spoon OTHER:
HAMMER 140 lb.
FALL: 30"

GROUNDWATER READINGS

DATE	DEPTH	CASING AT	STABILIZATION TIME
2/2	2.4'	out	completion

DEPTH	CAS. BL. /FT.	SAMPLE NO.	SAMPLE PEN./REC.	SAMPLE DEPTH	SAMPLE BLOWS/6"	STRTA CHG. and GEN. DESC.	SAMPLE DESCRIPTION CLASSIFICATION	NOTE
		S-1		0-2	auger sample	FILL	Brown-gray, fine to coarse SAND, some+ Silt, trace Organics	
2.5		S-2	24/12	2-4	1-2-11-22	4.0'	Brown, fine to medium SAND, trace Silt, layered with 4" layer Silty PEAT	
5							Bottom of Boring at 4.0' (required depth)	

000193

REMARKS:

NOTES: 1) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.
2) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THE BORING LOGS. FLUCTUATIONS IN THE LEVEL OF THE GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS WERE MADE.

GOLDBERG · ZOINO & ASSOC., INC. GEOTECHNICAL/GEOHYDROLOGICAL CONSULTANTS	PROJECT CENTERDALE MANOR CENTERDALE, RHODE ISLAND	REPORT OF BORING NO. E-5 SHEET 1 OF 1 DATE 2/2/82 FILE P-3227

BORING CO. Guild Drilling Company
FOREMAN D. Serowik
G-Z-A ENGINEER S. Hanna
BORING LOCATION See Location Plan
GROUND ELEV.
DATE START 2/2/82 DATE END 2/2/82

CASING
SIZE: none (auger)
HAMMER: lb.
FALL:

SAMPLER
TYPE: Split Spoon OTHER:
HAMMER 140 lb.
FALL: 30"

GROUNDWATER READINGS

DATE	DEPTH	CASING AT	STABILIZATION TIME
2/2	2.2"	out	completion

DEPTH	CAS. BL. /FT.	SAMPLE NO.	SAMPLE PEN./REC.	SAMPLE DEPTH	SAMPLE BLOWS/6"	STRTA CHG. and GEN. DESC.	SAMPLE DESCRIPTION / CLASSIFICATION	NOTE
		S-1		0-2	auger sample	FILL	Brown, fine to medium SAND, little Silt, changing to black, moist, fine to coarse SAND, trace+ Silt, trace Organics at ~1.5'	
2.5		S-2	24/5	2-4	2-1-2-15		Paper, Asphalt, and fine to medium SAND, trace Silt	
						4.0'		
5							Bottom of Boring at 4.0' (required depth)	

000193

REMARKS:

NOTES: 1) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.
2) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THE BORING LOGS. FLUCTUATIONS IN THE LEVEL OF THE GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS WERE MADE.

GOLDBERG · ZOINO & ASSOC., INC. GEOTECHNICAL/GEOHYDROLOGICAL CONSULTANTS	PROJECT CENTERDALE MANOR CENTERDALE, RHODE ISLAND	REPORT OF BORING NO. E-6 SHEET 1 OF 1 DATE 2/2/82 FILE P-3227

BORING CO. Guild Drilling Company
FOREMAN D. Serowik
G-Z-A ENGINEER S. Hanna
BORING LOCATION See Location Plan
GROUND ELEV.
DATE START 2/2/82 DATE END 2/2/82

CASING
SIZE: none (auger)
HAMMER: lb.
FALL:

SAMPLER
TYPE: Split Spoon OTHER:
HAMMER 140 lb.
FALL: 30"

GROUNDWATER READINGS

DATE	DEPTH	CASING AT	STABILIZATION TIME
2/2	2.1'	out	completion

DEPTH	CAS. BL. /FT.	SAMPLE NO.	SAMPLE PEN./REC.	SAMPLE DEPTH	SAMPLE BLOWS/6"	STRTA CHG. and GEN. DESC.	SAMPLE DESCRIPTION / CLASSIFICATION	NOTE
		S-1		0-2	auger sample	FILL	Dark brown-black, fine to medium SAND, little Silt, trace coarse Sand, trace Organics	
2.5		S-2	24/10	2-4	12-6-24-70	4.0'	Dark brown, fine to medium SAND, trace coarse Sand, trace Silt, trace Organics	
5							Bottom of Boring at 4.0' (required depth)	

REMARKS:

NOTES: 1) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.
2) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THE BORING LOGS. FLUCTUATIONS IN THE LEVEL OF THE GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS WERE MADE.

GOLDBERG · ZOINO & ASSOC., INC.
GEOTECHNICAL/GEOHYDROLOGICAL CONSULTANTS

PROJECT
CENTERDALE MANOR
CENTERDALE, RHODE ISLAND

REPORT OF BORING NO. B-7
SHEET 1 OF 1
DATE 2/2/82 FILE P-3227

BORING CO. Guild Drilling Company
FOREMAN D. Serowik
G-Z-A ENGINEER S. Hanna

BORING LOCATION See Location Plan
GROUND ELEV.
DATE START 2/2/82 DATE END 2/2/82

CASING
SIZE: none (auger)
HAMMER: lb.
FALL:

SAMPLER
TYPE: Split Spoon OTHER:
HAMMER 140 lb.
FALL: 30"

GROUNDWATER READINGS

DATE	DEPTH	CASING AT	STABILIZATION TIME
2/2	4.2'	out	completion

DEPTH	CAS. BL /FT.	SAMPLE NO.	SAMPLE PEN./REC.	SAMPLE DEPTH	SAMPLE BLOWS/6"	STRTA CHG. and GEN. DESC.	SAMPLE DESCRIPTION / CLASSIFICATION	NOTE
		S-1		0-2	auger sample	FILL	Dark brown-black, fine to medium SAND, little Silt, trace Organics, trace Wood, Brick, etc.	
2.5		S-2	24/15	2-4	6-3-3-2	4.0'	Dark brown, fine SAND, trace Silt, trace Organics with layers brown, fine to medium SAND, trace Silt	
5							Bottom of Boring at 4.0' (required depth)	

000201

REMARKS: 1. Obstruction at ~.75'. Moved hole 2' towards E-3. Obstruction again at ~.75'. Moved 2' towards E-3. Hit obstruction at ~1'. Moved to 2' back from original location.

NOTES: 1) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.
2) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THE BORING LOGS. FLUCTUATIONS IN THE LEVEL OF THE GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS WERE MADE.

GOLDBERG · ZOINO & ASSOC., INC. GEOTECHNICAL/GEOHYDROLOGICAL CONSULTANTS	PROJECT CENTERDALE MANOR CENTERDALE, RHODE ISLAND	REPORT OF BORING NO. E-8 SHEET 1 OF 1 DATE 2/2/82 FILE P-3227

BORING CO. Guild Drilling Company
FOREMAN D. Serowik
G-Z-A ENGINEER S. Hanna
BORING LOCATION See Location Plan
GROUND ELEV.
DATE START 2/2/82 DATE END 2/2/82

CASING
SIZE: none (auger)
HAMMER: lb.
FALL:

SAMPLER
TYPE: Split Spoon OTHER:
HAMMER 140 lb.
FALL: 30"

GROUNDWATER READINGS

DATE	DEPTH	CASING AT	STABILIZATION TIME
2/2	12"	out	completion

DEPTH	CAS. BL./FT.	SAMPLE NO.	SAMPLE PEN./REC.	SAMPLE DEPTH	SAMPLE BLOWS/6"	STRTA CHG. and GEN. DESC.	SAMPLE DESCRIPTION CLASSIFICATION	NOTE
		S-1		0-2	auger sample	FILL	Dark brown-black, fine to medium SAND, some Silt, trace Organics, trace gray powdery material (mortar?) 1 Gray, fine to medium SAND and SILT at ~1.5' in second hole	
2.5		S-2	24/4	2-4	2-2-3-2	4.0'	Brown-gray, fine to coarse SAND, little Silt	
5							Bottom of Boring at 4.0' (required depth)	

000203

REMARKS: 1. Obstruction at 1.5'; moved hole ~.5' (new location on mortar location for E-8).

NOTES: 1) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.
2) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THE BORING LOGS. FLUCTUATIONS IN THE LEVEL OF THE GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS WERE MADE.

GOLDBERG · ZOINO & ASSOC., INC. GEOTECHNICAL/GEOHYDROLOGICAL CONSULTANTS	PROJECT CENTERDALE MANOR CENTERDALE, RHODE ISLAND	REPORT OF BORING NO. E-9 SHEET 1 OF 1 DATE 2/2/82 FILE P-3227

BORING CO. Guild Drilling Company
FOREMAN D. Serowik
G-Z-A ENGINEER S. Hanna
BORING LOCATION See Location Plan
GROUND ELEV.
DATE START 2/2/82 DATE END 2/2/82

CASING
SIZE: none (auger)
HAMMER: lb.
FALL:

SAMPLER
TYPE: Split Spoon OTHER:
HAMMER 140 lb.
FALL: 30"

GROUNDWATER READINGS

DATE	DEPTH	CASING AT	STABILIZATION TIME
2/2	31"	out	completion

DEPTH	CAS. BL. /FT.	SAMPLE NO.	SAMPLE PEN./REC.	SAMPLE DEPTH	SAMPLE BLOWS/6"	STRTA CHG. and GEN. DESC.	SAMPLE DESCRIPTION CLASSIFICATION	NOTE
		S-1		0-2	auger sample	FILL	Green-gray. fine to coarse SAND, some- Silt, trace coarse Gravel	
2.5		S-2	24/15	2-4	3-3-2-2		Brown, fine to medium SAND, trace Silt, changing to black Silty PEAT at ~3'. Oily odor	
						4.0'		
5							Bottom of Boring at 4.0' (required depth)	

000203

REMARKS:

NOTES: 1) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.
2) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THE BORING LOGS. FLUCTUATIONS IN THE LEVEL OF THE GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS WERE MADE.

GOLDBERG · ZOINO & ASSOC., INC. GEOTECHNICAL/GEOHYDROLOGICAL CONSULTANTS	PROJECT CENTERDALE MANOR CENTERDALE, RHODE ISLAND	REPORT OF BORING NO. E-10 SHEET 1 OF 1 DATE 2/2/82 FILE P-3227

BORING CO. Guild Drilling Company
FOREMAN D. Serowik
G-Z-A ENGINEER S. Hanna
BORING LOCATION See Location Plan
GROUND ELEV.
DATE START 2/2/82 DATE END 2/2/82

CASING
SIZE: none (auger)
HAMMER: lb.
FALL:

SAMPLER
TYPE: Split Spoon OTHER:
HAMMER 140 lb.
FALL: 30"

GROUNDWATER READINGS

DATE	DEPTH	CASING AT	STABILIZATION TIME
2/2	20"	out	completion
2/2	18"	out	5 minutes

DEPTH	CAS. BL. /FT.	SAMPLE NO.	SAMPLE PEN./REC.	SAMPLE DEPTH	SAMPLE BLOWS/6"	STRTA CHG. and GEN. DESC.	SAMPLE DESCRIPTION / CLASSIFICATION	NOTE
		S-1		0-2	auger sample	FILL	Green-brown, fine to medium SAND, some Silt, trace Organics, trace Wood, changing to moist black, fine to medium SAND, trace Silt at ~1.5'	
2.5		S-2	24/10	2-4	3-2-6-24		Brown, fine to medium SAND, trace Silt	
						4.0'		
5							Bottom of Boring at 4.0' (required depth)	

000204

REMARKS:

NOTES: 1) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.
2) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THE BORING LOGS. FLUCTUATIONS IN THE LEVEL OF THE GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS WERE MADE.

Appendix B

Compounds Analyzed

Metals

Arsenic
Barium
Cadmium
Total Chromium
Lead
Mercury
Silver
Selenium

VOLATILE ORGANIC PRIORITY POLLUTANTS

COMPOUND

chloromethane
dichlorodifluoromethane
bromomethane
vinyl chloride
methylene chloride
trichlorofluoromethane
1,1-dichloroethylene
bromochloromethane
1,1-dichloroethane
trans-1,2-dichloroethylene
chloroform
1,2-dichloroethane
1,1,1-trichloroethane
carbon tetra chloride
bromodichloromethane
1,2-dichloropropane
trans-1,3-dichloropropene
trichloroethylene
dibromochloromethane
cis-1,3 dichloropropene
1,1,2-trichloroethane
benzene
bromoform
tetrachloroethylene
1,1,2,2-tetrachloroethane
1,4-dichlorobutane
toluene
chlorobenzene
ethylbenzene

Detection limit: <1 ppb

Semivolatile Organics

COMPOUND - Acids

*	2,4,6-trichlorophenol
*	p-chloro-m-cresol
*	2-chlorophenol
*	2,4-dichlorophenol
*	2,4-dimethylphenol
*	2-nitrophenol
*	4-nitrophenol
**	2,4-dinitrophenol
**	4,6-dinitrophenol
*	pentachlorophenol
*	phenol

COMPOUND - Base/Neutrals

acenaphthene
benzidine
1,2,4-trichlorobenzene
hexachlorobenzene
hexachloroethane
bis(chloromethyl)ether
bix(2-chloroethyl)ether
2-chloronaphthalene
1,2-dichlorobenzene
1,3-dichlorobenzene
1,4-dichlorobenzene
3,3'-dichlorobenzidine
2,4-dinitrotoluene
2,6-dinitrotoluene
1,2-diphenylhydrazine
fluoranthene
4-chlorophenyl phenyl ether
4-bromophenyl phenyl ether
bis(2-chloroisopropyl)ether
bis(2-chloroethoxy)methane
hexachlorobutadiene
hexachlorocyclopentadiene
isophorone
naphthalene
nitrobenzene
N-nitrosodimethylamine
N-nitrosodiphenylamine
N-nitrosodi-n-propylamine
bis(2-ethylhexyl)phthalate
butyl benzyl phthalate
di-n-butyl phthalate

COMPOUND - Base/Neutrals (cont'd)

di-n-octyl phthalate
diethyl phthalate
dimethyl phthalate
benzo(a)anthracene
benzo(a)pyrene
3,4benzofluoranthene
benzo(k)fluoranthene
chyrzene
acenaphthylene
anthracene
benzo(g,h,i)perylene
fluorene
phenanthrene
dibenzo(a,h)anthracene
indeno(1,2,3-cd)pyrene
pyrene

Detection limit: 10 ppb
* detection limit: 25 ppb
** detection limits: 250 ppb

Appendix C

Chemical Test Results

R.I. Analytical Laboratories, Inc.

SPECIALIZING IN ENVIRONMENTAL ANALYSIS

231 ELM STREET
WARWICK, R. I. 02888

PHONE: (401) 467-2452

CERTIFICATE OF ANALYSIS

REPORT TO: Goldberg Zoiano & Associates
293 South Main Street
Providence, RI 02903
Attn: Mr. Michael Powers

DATE RECEIVED 2/2/82
DATE REPORTED 2/10/82
PURCHASE ORDER NO. P-3227
R.I.A.L. INV. NO. 6015

SAMPLE DESCRIPTION Fill material from proposed Centerdale Manor

Per your request, subject sample has been analyzed by our laboratory with the following results:

PARAMETER	RESULTS
Volatile Organics:*	
Chloroform	3.4 ppb
Trichloroethylene	5.1 ppb
Toluene	2.6 ppb
Semivolatile Organics:*	
Acid Compounds	N.D.
Base/Neutral Compounds:	
Bis(2-ethylhexyl)phthalate	1.3 ppb
Arsenic	<0.01 mg/l
Barium	0.5 mg/l
Cadmium	<0.005 mg/l
Total Chromium	<0.05 mg/l
Lead	<0.1 mg/l
Mercury	<0.0005 mg/l
Silver	<0.01 mg/l
Selenium	<0.01 mg/l

000211

Continued to Page -2-

APPROVED BY

Anthony E. Perrotti

* A list of volatile organic and semivolatile organic compounds and their detection limits is enclosed.

Note: As you requested, all above parameters were performed on an extract from the EP Toxicity Procedure, in accordance with Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, U. S. EPA, SW-846, 1980.

If you have any questions regarding this work or if we may be of further assistance, please contact us.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
75 Davis Street 204 Cannon Building
Providence, R. I. 02908

21 April 1982

Mr. William Lund
Marshall Contractors
75 Newman Avenue
East Providence, RI

Dear Sir:

Based on the analysis #6214 from R.I. Analytical, the whitish material in the crushed drums from Centredale is not toxic or flammable. Therefore, disposal of this material can be done at the solid waste landfill of your choice.

If you have any questions concerning this matter or any others, please call me at 277-2797.

Sincerely yours,

John P. Leo, Engineer
Division of Air and Hazardous Materials

JPL/km

000214

U.S. DEPARTMENT OF LABOR
Occupational Safety and Health Administration

Form Approved
OMB No. 44-R1367

MATERIAL SAFETY DATA SHEET

Required under USDL Safety and Health Regulations for Ship Repairing, Shipbuilding, and Shipbreaking (29 CFR 1915, 1916, 1917)

SECTION I

MANUFACTURER'S NAME: MASTER BUILDERS Division of Martin Marietta Corporation	EMERGENCY TELEPHONE NO.: (216) 831-5500 Ext 2334
ADDRESS (Number, Street, City, State, and ZIP Code): 23700 Chagrin Blvd., Cleveland, Ohio 44122	
CHEMICAL NAME AND SYNONYMS: Not Applicable	TRADE NAME AND SYNONYMS: POZZOLITH 122-HE
CHEMICAL FAMILY: Not Applicable	FORMULA: Not Applicable

SECTION II - HAZARDOUS INGREDIENTS

PAINTS, PRESERVATIVES, & SOLVENTS	%	TLV (Units)	ALLOYS AND METALLIC COATINGS	%	TLV (Units)
PIGMENTS			BASE METAL Not Applicable		
CATALYST Not Applicable			ALLOYS		
VEHICLE			METALLIC COATINGS		
SOLVENTS			FILLER METAL PLUS COATING OR CORE FLUX		
ADDITIVES			OTHERS		
OTHERS					

HAZARDOUS MIXTURES OF OTHER LIQUIDS, SOLIDS, OR GASES	%	TLV (Units)
Not Applicable		

SECTION III - PHYSICAL DATA

BOILING POINT (°F.)	215	SPECIFIC GRAVITY (H_2O=1)	1.33
VAPOR PRESSURE (mm Hg.)	Not Applicable	PERCENT, VOLATILE BY VOLUME (%)	63
VAPOR DENSITY (AIR=1)	"	EVAPORATION RATE (_____ =1)	Not Applicable
SOLUBILITY IN WATER	Complete		
APPEARANCE AND ODOR	Reddish-brown odorless liquid.		

SECTION IV - FIRE AND EXPLOSION HAZARD DATA

FLASH POINT (Method used)	Not Applicable	FLAMMABLE LIMITS Not Applicable	Lel	Uel
EXTINGUISHING MEDIA	"			
SPECIAL FIRE FIGHTING PROCEDURES	"			
UNUSUAL FIRE AND EXPLOSION HAZARDS	"			

000215

(Continued on reverse side)

SECTION V - HEALTH HAZARD DATA

THRESHOLD LIMIT VALUE	Unknown
EFFECTS OF OVEREXPOSURE	None Known
EMERGENCY AND FIRST AID PROCEDURES	Flush exposed areas with water.

SECTION VI - REACTIVITY DATA

STABILITY	UNSTABLE		CONDITIONS TO AVOID
	STABLE	X	

INCOMPATABILITY *(Materials to avoid)* None

HAZARDOUS DECOMPOSITION PRODUCTS None

HAZARDOUS POLYMERIZATION	MAY OCCUR		CONDITIONS TO AVOID
	WILL NOT OCCUR	X	

SECTION VII - SPILL OR LEAK PROCEDURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

Flush with water. No special precaution required for clean-up.

WASTE DISPOSAL METHOD Customary procedures for industrial waste treatment.

SECTION VIII - SPECIAL PROTECTION INFORMATION

RESPIRATORY PROTECTION *(Specify type)* None

VENTILATION	LOCAL EXHAUST	SPECIAL
	MECHANICAL *(General)* X	OTHER

PROTECTIVE GLOVES None	EYE PROTECTION None

OTHER PROTECTIVE EQUIPMENT None

SECTION IX - SPECIAL PRECAUTIONS

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING None

OTHER PRECAUTIONS Do not take internally. Keep out of the reach of children.

MARSHALL CONTRACTORS INC.

March 31, 1982

Winn Development Company
4 Faneuil Hall Marketplace
Boston, MA 02109

Attention: Mr. Murray Movitz

Re: Land in North Providence, RI

Dear Murray:

Please find enclosed, an executed copy of your letter dated March 15, 1982, as it relates to our understandings for the work to be performed by Marshall Contractors, Inc. on and adjacent to your property in North Providence.

Please be assured that we will do everything within our power to minimize any inconvenience for your people at Brook Village during the course of construction.

If at any time in the future, any developments require my assistance, please do not hesitate to contact me.

Very truly yours,

MARSHALL CONTRACTORS, INC.

William R. Lund
Project Manager

WRL/sp

cc: Bud Hodess
Jack Marshall
Ray DeCesare
Ralph McGonigle
Bob McNamara
Stan Puddicombe
Field

000217

WINN DEVELOPMENT COMPANY

March 15, 1982

Centerdale Manor Associates
75 Newman Avenue
Rumford, Rhode Island 02916

RE: Land in North Providence,
Rhode Island

Attn: Bernard Hodess

Dear Mr. Hodess:

This is to confirm our agreement with regard to the roadway to be constructed by you along the easterly boundary of our Brook Village property. We have agreed to grant to you an easement for the construction, use and maintenance of such a roadway in the form annexed hereto in return for the following agreements by you:

1. You will indemnify and hold Brook Village Associates harmless from and against any and all loss, damage, injury or expense of any nature whatsoever arising out of the construction, use and maintenance of the roadway by you, your agents, employees, tenants and invitees.

2. You agree to repair and restore the entrance drive and adjacent areas on the Brook Village property to their pre-construction condition at your expense.

3. You agree to pay for 55% of the maintenance cost of the existing driveway, the responsibility for the work itself to be determined by our respective management companies.

4. You shall loam and seed the southwesterly corner of the Brook Village property as shown on the site and grading plan and described in the specification by the Robinson Green Beretta Corporation, copies of which you have supplied to us.

000218

Main Office
BOSTON, Massachusetts 02109
Four Faneuil Hall Marketplace
617-742-4500

PHILADELPHIA, Pennsylvania 19107
311 South 13th Street
215-546-6990

WASHINGTON, D.C. 20006
1620 I Street, N.W.
202-833-2100

5. Marshall Contractors, Inc., shall use its best efforts to obtain approval of the Department of Environmental Management (DEM) for the installation of a new sixteen (16) car parking area to be located south of the existing parking lot of Brook Village and to install such a parking lot upon receipt of and subject to the DEM approval. In the event DEM will not permit construction of a paved parking area but will permit construction of a parking area with a more porous surface, Marshall Contractors, Inc., shall install such a parking area subject to the approval of Brook Village Associates.

If the foregoing conforms to your understanding of our agreement, please sign and return to me the enclosed copy of this letter.

Sincerely,

BROOK VILLAGE ASSOCIATES

By: _____

Accepted and agreed to

By: _____

Dated: 3-30-82

000219

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
75 Davis Street
Providence, R. I. 02908

MAR 1982 RECEIVED

26 February 1982

Mr. William Lund
Marshall Contractors, Inc.
75 Newman Avenue
East Providence, Rhode Island

Dear Mr. Lund:

Based on both visual and field analytical procedures, the empty barrels and drums located at the old Metro Chemical site in Centredale, North Providence have been found to be non hazardous.

These barrels have been verified as being empty of all hazardous materials. They are, however, solid waste material and as such will have to be disposed of at a properly licensed solid waste facility of your choice, such as Capuano's Sanitary Landfill or Solid Waste Management's Central Landfill. This material cannot be used as clean fill because it has been deemed solid waste material.

If you have any further questions concerning this matter, please feel free to contact me at 277-2797.

Sincerely yours,

John P. Leo
Sanitary Engineer

JPL:lmm



MEMORANDUM

SUBJECT: Centerdale Manor - Drum Removal

FROM: Michael A. Powers

TO: Marshall Contractors Corp. (William Lund)

DATE: April 1, 1982

-1- The undersigned met with Messrs. John Leo and Alan Broad of RIDEM to review the results of chemical analyses performed on drum samples obtained from the subject site (chemical analyses attached). Based on that review, the Rhode Island Department of Environmental Management made the following findings:

-A- The following eight drums contain hazardous waste materials which must be sent to a secured, hazardous waste landfill: Nos. 64, 74, 59, 57, 56 and 55 and two unnumbered "smoking drums"

-B- The small volume of material in drum No. 12 must be neutralized with a caustic prior to disposal at a licensed landfill. (John Leo expressed a willingness to assist in this procedure).

-C- All remaining, previously sampled drums, may be sent to a licensed landfill.

-2- Recently unearthed drums should be stored in a separate section of the fenced-in area in rows of two. RIDEM personnel will attempt to make field identification of the contents of those drums based on physical and field test comparisons to the now laboratory identified materials. Therefore, no drum removal should take place until RIDEM has observed all drums unearthed to date. Given the recent public interest in chemical disposal practices, however, it is to everyone's benefit to expedite the removal of all drums in a conscientious manner as soon as possible.

DISTRIBUTION
P.M. WL
R.K.
P.E. ✓
Purch
Field ✓
File ✓ Orig.
Other
C. Pezza + Sa

MAP:mrb

cc: John Leo (RIDEM)
G.Graf (Robinson Green Beretta Corp.)

GZA

000221

R.I. Analytical Laboratories, Inc.

SPECIALIZING IN ENVIRONMENTAL ANALYSIS

231 ELM STREET
WARWICK, R. I 02888

PHONE (401) 467-2452

CERTIFICATE OF ANALYSIS

REPORT TO Goldberg Zoino & Assocs.
293 South Main Street
Providence, RI 02903
Attn: Mr. Mike Sherrill

DATE RECEIVED 3/4/82
DATE REPORTED 3/22/82
PURCHASE ORDER NO
RIAL INV NO 6140

SAMPLE DESCRIPTION Samples from Centerdale Manor, N. Prov., RI

Per your request, subject samples have been analyzed by our laboratory with the following results:

SAMPLE	PARAMETER	RESULTS
#12	pH	1.1
	Sulfate (as SO_4)	<50 mg/l
	EP Toxicity; (no extraction)	
	Arsenic	<0.5 mg/l
	Barium	<0.5 "
	Cadmium	0.23 "
	T. Chromium	0.39 "
	Lead	0.3 "
	Mercury	<0.001 "
	Silver	0.21 "
	Selenium	<0.5 "
#65	pH	9.9
	T. Cyanide	<1 mg/l
	EP Toxicity; (no extraction)	
	Arsenic	<0.5 mg/l
	Barium	<0.5 "
	Cadmium	<0.01 "
	T. Chromium	<0.1 "
	Lead	1.2 "
	Mercury	<0.001 "
	Silver	<0.05 "
	*Selenium	0.7 "

000222

*possible analytical interference

APPROVED BY

Anthony E. Perrotti

SAMPLE	PARAMETER	RESULTS
Composite 61,71,72 & 57	Flash Point	>140°F
	EP Toxicity;	
	Arsenic	<0.5 mg/l
	Barium	<0.5 "
	Cadmium	<0.01 "
	T. Chromium	<0.1 "
	Lead	<0.1 "
	Mercury	<0.001 "
	Silver	<0.05 "
	Selenium	<0.5 "
	Volatile Organics;	
	All compounds	N.D.
Composite 62A & 62B	Flash Point	>140°F
	Volatile Organics;	
	toluene	196 ppm
	all other compounds	N.D.
Composite 64,74,59 & 73	Flash Point (sam.#64)	106°F
	Flash Point (sam.#59)	128°F
	Flash Point (sam.#73 &74)	>140°F
	EP Toxicity;	
	Arsenic	<0.5 mg/l
	Barium	<0.5 "
	Cadmium	<0.01 "
	T. Chromium	<0.1 "
	Lead	0.1 "
	Mercury	<0.001 "
	Silver	<0.05 "
	Selenium	<0.5 "
	Volatile Organics	
	xylene	13,600 ppm
	ethyl benzene	180 ppm
	all other compounds	N.D.

continue to Page -3-

SAMPLE	PARAMETER	RESULTS
Composite 55 & 56	Flash Point (sam. #55)	72°F
	Flash Point (sam. #56)	82°F
	EP Toxicity;	
	Arsenic	<0.5 mg/l
	Barium	<0.5 "
	Cadmium	<0.01 "
	T. Chromium	<0.1 "
	Lead	2.0 "
	Mercury	<0.001 "
	Silver	<0.05 "
	Selenium	<0.5 "
	Volatile Organics;	
	toluene	5,500 ppm
	xylene	47,000 ppm
	ethyl benzene	7,100 ppm
	all other compounds	N.D.
Composite 63,66,67,68	Flash Point	>140°F
	EP Toxicity;	
	Arsenic	<0.5 mg/l
	Barium	<0.5 "
	Cadmium	0.23 "
	T. Chromium	<0.1 "
	Lead	<0.1 "
	Mercury	<0.001 "
	Silver	<0.05 "
	Selenium	<0.5 "
	Volatile Organics;	
	xylene	690 ppm
	ethyl benzene	1,100 ppm
	all other compounds	N.D.
Composite 25,31,36,50 53,58 & 60	Flash Point	>140°F
	EP Toxicity;	
	Arsenic	<0.5 mg/l
	Barium	<0.5 "
	Cadmium	0.13 "
	T. Chromium	<0.1 "
	Lead	2.1 "
	Mercury	<0.001 "
	Silver	<0.05 "
	Selenium	<0.5 "

continue to Page -4-

Note: A list of volatile organic compounds tested for and their detection limits is attached.

Metal analyses performed in accordance with "Characteristic of EP Toxicity", Federal Register, Vol. 45, No. 98, Monday, May 19, 1980, Rules and Regulations.

If you have any question regarding this work or if we may be of further assistance, please contact us.

VOLATILE ORGANIC POLLUTANTS

COMPOUND

methylene chloride
trichlorofluoromethane
1,1-dichloroethylene
1,1-dichloroethane
trans-1,2-dichloroethylene
chloroform
1,2-dichloroethane
1,1,1-trichloroethane
carbon tetra chloride
bromodichloromethane
1,2-dichloropropane
trans-1,3-dichloropropene
trichloroethylene
dibromochloromethane
cis-1,3 dichloropropene
1,1,2-trichloroethane
benzene
bromoform
tetrachloroethylene
1,1,2,2-tetrachloroethane
toluene
chlorobenzene
ethylbenzene
xylene

Detection limit: 100 ppm

GOLDBERG·ZOINO & ASSOCIATES, INC.
GEOTECHNICAL · GEOHYDROLOGICAL CONSULTANTS

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WILLIAM S ZOINO
JOSEPH D GUERTIN J
JOHN E AYRES
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CONSULTANTS:
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STANLEY M BEMBEN

MICHAEL A. POWERS, P.E.
DISTRICT MANAGER

January 25, 1982
File No. P-3227-C

Marshall Construction, Inc.
75 Newman Avenue
Rumford, Rhode Island 02916

Attention: Mr. William Lund

Re: Centerdale Manor

Gentlemen:

This letter presents the results of a limited soil/groundwater quality testing program performed by Goldberg-Zoino & Associates, Inc. (GZA) for the proposed Centerdale Manor. The testing was performed at the request of Mr. Gerald H. Graf of the Robinson Green Beretta Corporation (RGB). Refer to GZA's foundation study, dated January 20, 1982 for background data on the site and more detailed information on the extent of our involvement in the project.

The purpose of this phase of our work was to: (1) broadly assess the extent and nature of the chemical contamination, and (2) evaluate the potential effects that the contamination could have on the project. In addition, to then more obvious odor and health-related issues posed by the contaimination with regard to the completed project are questions related to: effects of chemicals (notably sulfates) on the concrete foundations, the health and safety of workers during the excavation phases of construction, the quality of the groundwater to be pumped during construction, and the off-site disposal of chemically contaminated soils.

SITE STUDIES

On January 12, 1982, Mr. Walter Kosinski, a staff GZA geotechnician, accompanied by Mr. Russell Ferland of RGB, observed and logged the excavation of three test pits. Logs of these explorations are attached. Test pits A and B were located within about 40 feet of the northwest and southeast corners, respectively, of the proposed structure. Test pit C was located aout 100 feet

northwest of the proposed building area. As indicated on the logs, samples of both soil and groundwater were collected from the test pits.

What was described as a strong chemical odor was noted at the location of Test pits A and C. No chemical or oil odor was noted while excavating Test pit B. It is our understanding that strong odors were also noted during the excavation of test pits observed by Mr. Graf. Furthermore, a representative of the Rhode Island Department of Environmental Management has visited the site and is aware of the proposed project.

CHEMICAL ANALYSES

Chemical testing completed to dated has been limited to:

1. pH and specific conductance analyses of three watar samples.

2. An analysis of eight samples for volatile organic substances using a portable gas chromtograph employing headspace techniques. Results of that testing are shown on the attached table.

   In reviewing that data, note that the testing was intended to help assess the general presence of volatile organic chemicals and was not intended to identify or quantify the level of any single chemical. It is also noted that other potential hazardous substances could be present that were not detected by this testing.

SUMMARY AND CONCLUSIONS

The following is a brief summary of our opinions on the major effects that the chemical contamination could have on the proposed project. These opinions are based on the limited testing performed to date. GZA reserves the right to modify these opinions, as additional information becomes available.

1. Neither the pH nor the specific conductivity testing performed to date suggests that the groundwater should have an adverse effect on the proposed concrete foundations.

2. It appears that the bulk of the chemical contamination is limited to the fills. Thus, the proposed excavation of the fill and placement of vapor barriers appears to be a reasonable solution to odor/vapor control with the completed structure.

3. Based on reported past site use,the proximity of the river and the testing completed to date, the discharging of groundwater to the river during construction should pose no significant surface water quality problems.

4. Although the testing to date has shown only very low levels of volatile organic substances, strong chemical odors have been noted in several test pits. The effects and alleged effects that these chemicals could have on workers during the earthwork phases of construction are not know. Furthermore, these risks are difficult to identify or quantity.

5. Again, although testing has shown only very low levels of chemical contamination being present in the fills--given the limited nature of this testing, it is possible that the excavated soils could leach contaminants. For this reason, it is strongly recommended that careful consideration be given to the off-site disposal location. Proceeding without a D.E.M. approved disposal site, as a minimum, runs the risk of an extended work shut-down at any time during the earthwork phase of the project.

It has been a pleasure to assist you on this phase of the project. Should you have any questions or if we can be of any further assistance, do not hesitate to contact me.

Very truly yours,

Michael A. Powers
Associate

MAP/dmm
Attachments

CENTERDALE MANOR

CHEMICAL ANALYSES RESULTS

I. WATER SAMPLES

SAMPLE NUMBER	SPECIFIC CONDUCTIVITY µMHOS/CM	pH[1]	VOLATILE ORGANICS[2,3] (compound - peak HT.)
TP-A	--	6.06	N.D.
TP-B	--	5.84	N.D.
TP-C	--	6.58	1 unknown - very low

II. SOIL SAMPLES

TEST PIT NO.	SAMPLE NO.	DEPTH	VOLATILE ORGANICS[2,3] (compound - peat HT.)
TP-A	S-1	2'-3'	3 unknown - very low
TP-A	S-2	5'	1 unknown - very low
TP-B	S-4	2.5'	N.D.
TP-C	S-6	2'	3 unknown - very low
TP-C	S-7	5'	1 unknown - very low

NOTES:

1. pH measured with a Model PHM-8100 Digital pH meter manufactured by Graphic Controls.

2. Volatile organic analyses with a Centure Systems Model OVA-128 organic vapor analyzer/gas chromatograph employing headspace techniques. Sample injection size - 0.20 cc. Column employed was 12" long (T-12), packed with 10 percent 1, 2, 3, TRIS Propane on 60/80 mesh chromosorb P, AW.

3. N.D. indicates votatile organic not detected. "Unknowns" refer to unidentified peaks on chromatogram. Peak height is subjective measured of relative concentration only. Very low generally indicates concentrations less than 0.1 parts per million (ppm).

GZA

000230

TEST PIT FIELD LOG

GOLDBERG · ZOINO & ASSOC., INC GEOTECHNICAL/GEOHYDROLOGICAL CONSULTANTS	PROJECT DESCRIPTION CENTERDALE MANOR LOCATION NORTH PROVIDENCE, R.I.	TEST PIT No. TP-A FILE No. P-3227 DATE 1/12/82

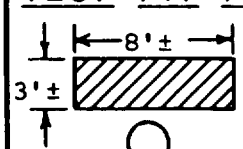
GZA ENGINEER W. Kosinski WEATHER Clear, Cold 10°-20°	EXCAVATION EQUIPMENT CONTRACTOR Pezza OPERATOR MAKE John Deere MODEL JD 510 CAPACITY 1± cu.yd. REACH ft	GROUND ELEV. 97± TIME STARTED AM TIME COMPLETED AM

DEPTH	SOIL DESCRIPTION (Burmister)	EXCAV. EFFORT	BOULDER COUNT QTY. CLASS.	REMAR No.
0	Rubbish GRANULAR FILL — Brown, dark brown, coarse to fine SAND, some coarse to fine Gravel, little Silt (non-plastic), little Rubbish, Wood, Metal, etc. - RUBBISH FILL	E		
1'		E		
2'	Sandy Organic SILT — Dark brown, dark gray, Organic SILT and fine SAND, little- fine Gravel, trace+ Roots, Organic Silt, slightly plastic, water seeping in localized areas near 2' depth	E		1.
3'		E		
4'				
5'	▽ 5'± Sandy GRAVEL — Dark brown, coarse+ to fine GRAVEL, some+ coarse to fine Sand, trace Cobbles, trace+ non-plastic Silt	E		
6'		E - M		2.
7'	7.0'± — Approximate Bottom of test pit, could not be seen due to rapid groundwater seepage and caving in of sidewalls.	E - M		3.
8'	Note: Oil/chemical odor in all stratas			
9'	Groundwater level from seepage into pit, actual G.W.L. may be higher			
10'	Cobbles ≥ 4", ≤ 6"			
11'				
12'				
13'				
14'				

000231

REMARKS:
1. Jar sample obtained - S1 - at 2' to 3'±.
2. Jar sample obtained - S2 - at 5'±.
3. Water sample obtained from groundwater seepage into pit - GW-A.

TEST PIT PLAN



VOLUME = _____ cu.yd.

LEGEND:

BOULDER COUNT

SIZE RANGE CLASSIFICATION	LETTER DESIGNATION
6"-18"	A
18"-36"	B
36" AND LARGER	C

PROPORTIONS USED

TRACE (TR.)	0 - 10%
LITTLE (LI.)	10 - 20%
SOME (SO.)	20 - 35%
AND	35 - 50%

ABBREVIATIONS

F - FINE
M - MEDIUM
C - COARSE
F/M - FINE TO MEDIUM
F/C - FINE TO COARSE
V - VERY
GR. - GRAY
BN. - BROWN
YEL. - YELLOW

EXCAVATION EFFORT

E ——— EASY
M ——— MODERATE
D ——— DIFFICULT

GROUNDWATER

ELAPSED TIME TO READING (HRS.) ▽ G.W.L

TEST PIT FIELD LOG

GOLDBERG · ZOINO & ASSOC., INC GEOTECHNICAL/GEOHYDROLOGICAL CONSULTANTS	PROJECT DESCRIPTION CENTERDALE MANOR LOCATION NORTH PROVIDENCE, R.I.	TEST PIT No. TP-B FILE No. P-3227 DATE 1/12/82

GZA ENGINEER W. Kosinski
WEATHER Clear, Cold 10°-20°

EXCAVATION EQUIPMENT
CONTRACTOR Pezza
OPERATOR
MAKE John Deere MODEL JD 510
CAPACITY 1± cu.yd. REACH ft.

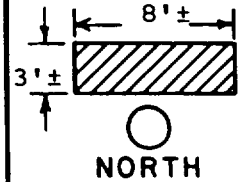
GROUND ELEV. 95±
TIME STARTED AM
TIME COMPLETED AM

DEPTH	SOIL DESCRIPTION (Burmister)	EXCAV. EFFORT	BOULDER COUNT QTY. CLASS.	REMAR No.
0	2"-3" Brown, green, fine Sandy LOAM, grassy, Roots			
1'	Sandy Or. SILT 1.5' Dark gray, dark brown, Organic SILT and fine SAND, trace fine Gravel. trace Roots, Organic Silt, slightly plastic, water seeping in localized areas	E		
2'	2.5' Gray, medium to fine SAND, trace+ coarse Sand and fine Gravel, trace Silt	E		1.
3'	▽ 3.0'± Brown, gray, coarse+ to fine GRAVEL, some+ coarse to fine Sand, trace+ Cobbles, trace non-plastic Silt	E		2.
4'	Sandy GRAVEL	E		
5'		E - M		3.
6'	6'± Approximate, Bottom of test pit could not be seen due to rapid groundwater seepage and caving in of sidewalls.	E - M		
7'	Note: No oil or chemical type odor			4.
8'				
9'	Groundwater level from seepage into pit, actual G.W.L. may be higher Cobbles ≥ 4", ≤ 6"			
10'				
11'				
12'				
13'				
14'				

000232

REMARKS:
1. Jar sample obtained - S3 - at 1.0' - 1.5'±.
2. Jar sample obtained - S4 - at 2.5'±.
3. Water sample obtained from groundwater seepage into pit - GW-B.

TEST PIT PLAN



VOLUME = _____ cu.yd.

LEGEND:

BOULDER COUNT

SIZE RANGE CLASSIFICATION	LETTER DESIGNATION
6"-18"	A
18"-36"	B
36" AND LARGER	C

PROPORTIONS USED

TRACE (TR.)	0 - 10%
LITTLE (LI.)	10 - 20%
SOME (SO.)	20 - 35%
AND	35 - 50%

ABBREVIATIONS
F - FINE
M - MEDIUM
C - COARSE
F/M - FINE TO MEDIUM
F/C - FINE TO COARSE
V - VERY
GR. - GRAY
BN. - BROWN
YEL. - YELLOW

EXCAVATION EFFORT
E ——— EASY
M ——— MODERATE
D ——— DIFFICULT

GROUNDWATER
ELAPSED TIME TO READING (HRS.) ▽ G.W.L

TEST PIT FIELD LOG

GOLDBERG · ZOINO & ASSOC., INC GEOTECHNICAL/GEOHYDROLOGICAL CONSULTANTS	PROJECT DESCRIPTION CENTERDALE MANOR LOCATION NORTH PROVIDENCE, R.I.	TEST PIT No. TP-C FILE No. P-3227 DATE 1/12/82

GZA ENGINEER W. Kosinski
WEATHER Clear, Cold 10°-20°

EXCAVATION EQUIPMENT
CONTRACTOR Pezza
OPERATOR
MAKE John Deere MODEL JD 510
CAPACITY 1± cu.yd. REACH ft

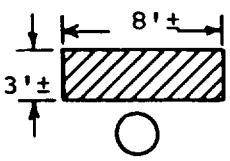
GROUND ELEV. 97±
TIME STARTED AM
TIME COMPLETED AM

DEPTH	SOIL DESCRIPTION (Burmister)	EXCAV. EFFORT	BOULDER COUNT QTY. CLASS.	REMAR No.
0				
	.5-1.0 — Brown, dark brown, coarse to fine SAND, some coarse to fine Gravel	E		
1'				
2'	Sandy Organic SILT — Brown-gray, Organic SILT and fine SAND, little- fine Gravel, trace Roots, Organic Silt, slightly plastic	E		1.
3'	3.25 — Localized areas of water seepage. Sweet chemical odor.	E		
4'	Sandy GRAVEL — Brown, dark gray, stained, coarse+ to fine GRAVEL, some+ coarse to fine Sand, trace+ Cobbles, trace non-plastic Silt	E		
5'		E - M		
	▽ 5.5'	E - M		2.
6'		E - M		
7'	7.0'± ---------- Approximate, Bottom of test pit could not see due to rapid groundwater seepage and caving in of side walls.			3.
8'				
9'				
10'	Note: Sweet chemical odor in Sandy Organic SILT stratum, oily odor in Sandy GRAVEL stratum.			
11'	Groundwater level from seepage and pit, actual G.W.L. maybe higher			
12'	Cobbles ≥ 4", ≤ 6"			
13'				
14'				

000233

REMARKS:
1. Jar sample obtained - - @2'±.
2. Jar sample obtained - - @5'±.
3. Water sample obtained from groundwater seepage into pit - GW-C.

TEST PIT PLAN



VOLUME = _____ cu.yd.

LEGEND:

BOULDER COUNT

SIZE RANGE CLASSIFICATION	LETTER DESIGNATION
6"-18"	A
18"-36"	B
36" AND LARGER	C

PROPORTIONS USED

TRACE (TR.)	0 - 10%
LITTLE (LI.)	10 - 20%
SOME (SO.)	20 - 35%
AND	35 - 50%

ABBREVIATIONS

F - FINE
M - MEDIUM
C - COARSE
F/M - FINE TO MEDIUM
F/C - FINE TO COARSE
V - VERY
GR. - GRAY
BN. - BROWN
YEL. - YELLOW

EXCAVATION EFFORT

E ——— EASY
M ——— MODERATE
D ——— DIFFICULT

GROUNDWATER

ELAPSED TIME TO READING (HRS.) ▽ G.W.L

FOUNDATION STUDY FOR CENTERDALE MANOR

Prepared for:
Marshall Contractors, Inc.
Rumford, Rhode Island

Prepared by:

Goldberg-Zoino & Associates, Inc.
Providence, Rhode Island

File No. P-3227
January 1982

000234

GOLDBERG·ZOINO & ASSOCIATES, INC.
GEOTECHNICAL·GEOHYDROLOGICAL CONSULTANTS

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JAMES H REYNOLDS
CONSULTANTS:
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STANLEY M BEMBEN

MICHAEL A. POWERS, P.E.
DISTRICT MANAGER

January 20, 1982
File No. P-3227-C

Marshall Contractors, Inc.
75 Newman Avenue
Rumford, Rhode Island 02916

Attention: Mr. William R. Lund

Re: Foundation Study for
Centerdale Manor

Gentlemen:

This letter presents the findings of a preliminary foundation study undertaken by Goldberg-Zoino & Associates, Inc. (GZA) for the proposed Centerdale Manor. The study was performed at the request of Mr. Gerard H. Graf of The Robinson Green Beretta Corporation (RGB).

The purpose of this phase of our study was to review subsurface information and comment on the applicability of various foundation schemes. As detailed below, either a mat foundation used in conjunction with a preload scheme, or one of several deep foundations types is technically feasible.

BACKGROUND

The site is located off Smith Street at the end of Steere Avenue and adjacent to the Woonasquatucket River in North Providence, Rhode Island. Information regarding structure location and existing topography was provided on drawings prepared by RGB.

The proposed structure will consist of an eight-story tower, approximately 200 feet by 60 feet in plan dimension, with a one-story addition, approximately 40 feet by 45 feet in plan. Structural loads will be carried by interior masonry bearing

000235

walls, located approximately 24 feet on center. Total loading beneath the interior bearing wall is to be approximately 32 kips per linear foot. Finish floor elevation will be at elevation 101, and ground surface is presently between elevation 95 and 97. No basement or subsurface storage area is planned.

It is our understanding that the site was formally occupied by a drum recyclying plant and that unidentified chemicals and/or oils are present in the underlying soils. Construction issues raised by the presence of these substances are currently being evaluated and will be addressed at a future date.

SUBSURFACE CONDITIONS

Eight borings, B-1 through B-8, were completed by Allstate Drilling Company between October 16 and November 10, 1981, at the approximate locations shown on Robinson Green Beretta drawing S-1A. An additional boring was executed near the east end of column line 8 by Guild Drilling Company on December 23, 1981.

Additional shallow subsurface information was gained by reviewing RGB records of six test pits excavated on October 16, 1981. Note that neither the test borings nor the referenced test pits were observed by this firm, and GZA cannot, therefore, comment on the accuracy of those data. Records of the test borings and test pits are presented in Appendices A and B, respectively.

The following is a brief description of the generalized site stratigraphy as inferred from these explorations. Refer to the logs for more detailed information.

Fill

Overlying the entire site is a loose to very dense, predominantly granular fill consisting of a mixture of sand, gravel, silt, and trash. Occasional pieces of wood and metal were also encountered. Fill thickness appears to vary from 2 to about 6 feet, and averaged about 4 feet. Penetration test, "N", values range from 8 to greater than 50 blows per foot.

Organic Silt

Based on the test pit explorations, the fill is believed to be underlain by a layer of black organic silt. This deposit is described as varying from a peat to a fine sand, some silt, and is about 1 to 2 feet in thickness.

Gravel/Sand

The test pit information and the test boring data indicate that, the organic deposit is underlain by a layer of granular material ranging from a gravel, some sand with cobbles to a sand, some gravel, trace nonplastic fines. "N" values ranged from 11 to 45 blows per foot, indicating a medium to dense consistency. The thickness of the layer ranged from 6.5 to 14.5 feet--placing the bottom of the layer at depths of 10 to 21 feet.

Fine Sand/Silt

Underlying the sandy gravel is a very loose to loose material varying from a fine sand, some silt to a silt and sand. The borings indicate that this deposit occurs as a continous layer between 4 to 12 feet in thickness. Standard Penetration Resistance values ranged from 3 to 11 blows per foot.

To aid in the classification of this material, sieve analyses were performed on two of the jar samples obtained from the Guild boring. Test results are attached as Appendix C.

Sand/Gravel

Underlying the fine sand/silt strata is a medium-dense to dense, stratified, fine to coarse sand, little to some fine gravel, with trace silt. In two of the borings, layers of fine sand/silt were encountered below about 45 feet. The thickness of this strata is undetermined, since the borings were terminated in this material. Refusal was encountered in borings B-3 and B-4 at depths of about 21 to 26 feet, respectively. Based on other boring data and on the fact that cobbles were observed in the upper gravel/sand unit, refusal was not interpreted as a conclusive indication of bedrock.

GROUNDWATER CONDITION

At the time of the explorations, groundwater was encountered in all of the borings at depths ranging from 1 to 4.5 feet, which correspond to elevations between +92 and +94. These measurements agree with surveyed water elevations in the adjacent river and marshes (elevation +93.8) shown on a topographic plan prepared by Capoto and Wick Ltd. dated October 1981.

These values indicate that, the groundwater level is within or above the organic deposit. Measurements of the depth to groundwater made in test pit explorations generally indicate that

the water table was within or just below the organic layer. These groundwater levels are based on water level readings made at the times and under the conditions stated on the logs. Fluctuations of up to several feet should be anticipated as a result of such factors as seasonal variations in rainfall and possible changes in river levels.

ENGINEERING IMPLICATIONS OF SUBSURFACE CONDITIONS

The following is a brief summary of the major implications of the subsurface conditions encountered.

1. The existing fill and the underlying organics are not considered suitable for support of the structure. The variable nature of the fill encountered in the explorations indicates that fill placement was not controlled. As a result, zones of rubbish fill, loose granular fill, and nested cobbles or boulders may occur across the site. Construction of foundations over the existing fill may, therefore, lead to abrupt differential settlements in the structure which could likely cause cracking in masonry walls or facades, and, in the extreme, structural collapse.

2. The observed depth to groundwater and the anticipated elevation of the bottom of the organic layer make apparent that some pumping will be necessary to excavate and replace all the fill and organics. It is GZA's opinion, however, that the required dewatering could be accomplished, for the most part, by open pumping from within the excavation.

3. Because of the relatively loose nature of the fine sand/silt layer, the increase in stress induced by the proposed structure could result in significant building settlements. Anticipated settlements associated with the construction of a foundation above this deposit are discussed in the subsequent section of this report.

VIABLE FOUNDATION SCHEMES

Five foundation schemes were evaluated: (1) spread footings and deep densification; (2) a mat foundation; (3) pressure injected footings (Franki piles) bearing just below the loose fine sand/silt stratum; (4) friction piles taking up in the sand/gravel layer; and (5) a ground modification method offered by the Hayward Baker Company. Each of these schemes is described briefly below.

Spread Footings

Settlement analyses indicated that the use of a conventional shallow spread footing design would require densification of the underlying fine sand/silt layer. The Hayward Baker Company, a contractor experienced with deep densification, was consulted and concluded that dynamic consolidation was not feasible at the site. Based on the results of gradation analyses performed by us (results attached), we concur with this judgment. Therefore, this scheme was not further evaluated.

Preload and Mat Foundation

This scheme would require that the fill and organic layer be removed and replaced with a compacted structural fill. A mat foundation would be constructed at about elevation 97.

The compression of the loose, fine sand/silt layer under the loads imposed by this foundation was evaluated by several analytical techniques. These computations indicated that from 1 to 2 inches of differential settlement were likely and that slightly larger settlements were possible.

By preloading the tower area with 15 feet of soil (using the fill necessary for structural filling and site development), the post-construction differential settlement could be reduced to less than about 1 inch. To make best use of the fill, the tower area could be preloaded in two phases, with each stabilization period being about one week. The actual duration of the preload periods would be determined based on the results of a settlement monitoring program.

See Table A for a summary of the major items associated with this scheme.

Pressure Injected Footings

This scheme would require the excavation of the upper 4 feet of existing fill and replacement with a structural fill. Sixty-ton design capacity pressure-injected footings (Franki piles) would be formed just below the fine sand/silt layer (required depth of footing varying from 25 to 30 feet). The purpose of the excavation and replacement is twofold: (1) to remove chemically contaminated soils from beneath the building, and (2) to provide a bearing surface for a first-floor slab-on-grade.

The post-construction slab settlements associated with compression of the underlying soils are believed to be small and of little engineering significance. See Table B for a summary of the major items associated with this scheme.

Friction Piles

This scheme is similar to the pressure-injected footing scheme, except that the piles would gain support from a combination of friction and end-bearing in the sand/gravel deposits underlying the loose, fine sand/silt deposit. Our analyses indicated that 60-ton design capacity friction piles would vary in length from about 30 to about 40 feet and would be on the average, about 35 feet long.

Several pile types are suitable, including concrete-filled shell piles, concrete step taper piles, and cast in-place concrete piles. Table B provides a summary of the major items associated with this foundation scheme.

GROUND MODIFICATION SYSTEM

A system utilizing 5-inch-diameter pressure-injected piles through the loose zone, a 5-foot layer of compacted structural fill, and spread footings has been proposed by the Hayward Baker Company. Based on the relatively modest settlements computed for a conventional spread footing design (on the order of 2 inches), it appears that such a system should be technically viable.

There are, however, questions about the details of the system and about how to evaluate the anticipated performance of such a system. By contrast, the recommended mat foundation scheme includes a preload and monitoring period, and the deep foundation schemes will incorporate pile load tests. If, however, there appear to be major cost savings with the Hayward Baker proposal, GZA will be pleased to evaluate this scheme further.

SUMMARY AND RECOMMENDATIONS

A review of subsurface conditions indicates that: a mat foundation in conjunction with a preload scheme, a pressure-injected footing scheme, or a friction pile foundation are all technically viable foundation systems for the proposed structure. Although Hayward Baker's ground modification scheme is not finalized at this time, it is GZA's opinion that this or a similar system is technically viable. We, therefore, make the following recommendations.

1. Detail the costs associated with each scheme, and select the foundation system based on that cost study.

2. If the results of the cost study indicate that the ground modification system is significantly less expensive, detail this scheme, and verify the cost savings.

It is a pleasure to assist you on this interesting project, and we look forward to a continued involvement. Should you have any questions, do not hesitate to call me.

Very truly yours,

Robert J. Palermo
Geotechnical Engineer

Michael A. Powers
Associate

MAP/dmm
Enclosures

TABLES

TABLE A
MAT FOUNDATION AND PRELOAD

ITEMS	DESCRIPTION
1.	Two on-site moves of preload fill - 6000 cubic yards each.
2.	Monitoring of preload (use $2,000 engineering and drilling).
3.	Excavation and replacement of about 5000 cubic yards of fill (Avg. 6 feet deep).
4.	Dewatering (budget three sump pumps).
5.	Engineering field services during earth work operations (use $1,300 per week).
6.	Concrete mat and first floor slab.

TABLE B
DEEP FOUNDATIONS

ITEMS	DESCRIPTION
1.	Excavation and replacement of about 3000 cubic yards of fill (Avg. 4 feet deep).
2.	Execution of a pile load test (use contractor price plus $2,500 for engineering).
3.	Observation of pile-driving (use $1,300 per week).
4.	Engineering services during earthwork operations (use $1,300 per week).
5.	Friction piles or Franki foundations, grade beams and slab-on-grade.
6.	Vapor control barrier.

APPENDIX A

TEST BORING LOGS

HAMMER

CASING WT 300 FALL 24

SAMPLER WT 140 FALL 30

Allstate Drilling Co.

PROVIDENCE, R. I. 02915

CLIENT: Marshall Contractors

PROJECT: Centredale Manor

SHEET 1 OF 1

LOCATION No. Prov., R

HOLE NO B-1

LINE & STA

OFFSET

INSPECTOR

DRILLER R. Cook, Jr.

HELPER J. Jagielo

SAMPLER I D 1 3/8

CASING I D 2½

ALLSTATE NO V-725

DATE, START 10/17/81

DATE, FINISH 10/17/81

GROUND ELEVATION 97.1

GROUND WATER DEPTH 4.1'

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NO DEPTHS (FEET)	TYPE OF SAMPLE	PENETRATION BLOWS PER 6 INCHES	DENSITY OR CONSIST (FEET)	PROFILE CHANGE DEPTH (FEET)	FIELD IDENTIFICATION OF SOILS, REMARKS (REMARKS INCLUDE COLOR, GRADATION, TYPE OF SOIL, ETC. FOR ROCK: TYPE, CONDITION, HARDNESS, DRILLING TIME, SEAMS, ET
0	1	0-1.5	D	1-5-3			F-M DK BR SAND AND GRAVEL, little silt and rubbish - fill
	5				loose		
	[illegible]						
	2						
	1						
	1	6-6-5	D	1-1-7		6.1'	
	10						F-C LT GRAY SAND, trace of silt
	37						
	22						
-10	17						
	4	10-11.5	D	5-5-6	med dense		
	5						
	12						
	12						
	12						
	6	15-16.5	D	8-9-9			F-C LT GRAY-BROWN SAND, trace of gravel, trace of silt
	6						
	11						
	12						
-20	12						
	5	20-21.5	D	5-3-2		20.5'	
	5						F LT BR SAND, trace of silt
	8				loose		
	9					23.8'	
	11						F-C LT BR SAND, trace of silt (running)
	11	25-26.5	D	2-3-4	loose		
	9						
	11						
	15						
-30	18						
	24	30-31.5	D	10-14-12	med dense		
	26						
	30						
	30						
	31						
		35-36.5	D	14-8-13			
-40							

000243

GROUND SURFACE TO FT USED CASING THEN

HOLE NO B-1

Summary

Earth Boring 36.5'

Rock Coring -

Samples D-8

Type of Sample

D = Split Spoon C = Core W = Washed

UP = Undisturbed Piston

TP = Test Pit A = Auger

US = Undisturbed Shelby

V = Vane

Proportions Used

trace	0 to 10%
little	11 to 20%
some	21 to 35%
and	36 to 50%

Penetration Resistance

140 lb Wt falling 30" on 2 O.D. Sampler

Cohesionless Density		Cohesive Consistency	
	0-4	0-2	Very Soft
Very Loose	5-9	3-4	Soft
Loose	10-29	5-8	Medium
Med Dense	30-49	9-15	Stiff
Dense	50+	16-30	Very Stiff
Very Dense		31+	Hard

Allstate Drilling Co.

PROVIDENCE, R. I. 02915

HAMMER

CASING WT 300 FALL 24

SAMPLER WT 140 FALL 30

CLIENT: Marshall Contractors

PROJECT: Centredale Manor

SHEET 1 OF 1

LOCATION No. Prov., RI

HOLE NO. B-2

LINE & STA

OFFSET

INSPECTOR

DRILLER R. Cook, Jr.

HELPER J. Jagielo

SAMPLER I.D. 1 3/8

CASING I.D. 2½

ALLSTATE NO. V-725

DATE START 10/16/81

DATE FINISH 10/16/81

GROUND ELEVATION 9.2

GROUND WATER DEPTH 4.6'

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NO. DEPTHS (ELEV. FT)	TYPE OF SAMPLE	PENETRATION BLOWS PER 6 INCHES	DENSITY OR CONSIST.	PROFILE CHANGE DEPTH (ELEV.)	FIELD IDENTIFICATION OF SOILS. REMARKS (REMARKS INCLUDE COLOR, GRADATION, TYPE OF SOIL, ETC. ROCK FORMATION, STRUCTURE, HARDNESS, DRILLING TIME, SEAMS, ETC.)
0	5	0-1.5	D	3-7-31	Dense		F-M DK BR SAND AND GRAV., lt. silt and rubbish - fill
	30						
	21						
	2						
	2						
	9	5-6.5	D	10-29-19			F-C DK BR-BLACK SAND AND GRAV., some silt - fill
	30						
	29					8.0'	
	15						F-C LT GRAY SAND, trace of silt
10	15						
	10	10-11.5	D	7-9-11	med dense		
	10						
	14						
	17						
	14						
	6	15-16.5	D	5-9-6			F-C LT BR-GRAY SAND, trace of silt
	8						
	9						
	10						
20	12					19.3'	
	10	20-21.5	D	3-2-2	very loose		F-LT BR SAND, trace of silt
	8						
	9						
	12						
	21					25.6'	
	9	25-26.5	D	9-13-14	med dense		F-C LT BR SAND AND GRAV., tr. of silt
	12						
	29					28.2'	
	22				med dense		F-C LT BR SAND, trace of silt (running)
30	20						
		30-31.5	D	10-12-15		31.5'	
							000247
40							

GROUND SURFACE TO _____ FT. USED _____ CASING THEN _____

HOLE NO. B-2

Summary

Total Boring 31.5'

Rock Coring -

Samples D-7

Type of Sample

D: Dry C: Cored A: Washed
UP: Undisturbed Piston
TP: Test Pit A: Auger
US: Undisturbed Shelby
V: Vane Test

Proportions Used

trace	0 to 10%
little	11 to 20%
some	21 to 35%
and	36 to 50%

Penetration Resistance

140 lb. Wt. falling 30" on 2" O.D. Sampler

Cohesionless: Density		Cohesive: Consistency	
0-4	Very Loose	0-2	very Soft
5-10	Loose	3-4	soft
10-29	Med Dense	5-8	Med Stiff
30-49	Dense	9-15	stiff
50+	very Dense	16-30	v Stiff
		31+	Hard

W 21

HAMMER

CASING WT 300 FALL 24

SAMPLER WT 140 FALL 30

Allstate Drilling Co.

PROVIDENCE, R. I. 02915

CLIENT: Marshall Contractors

PROJECT: Centredale Manor

SHEET 1 OF 1

LOCATION No. Prov., R

HOLE NO B-3

LINE & STA

OFFSET

INSPECTOR

DRILLER R. Cook, Jr.

HELPER J. Jagielo

SAMPLER I D 1 3/8

CASING I D 2½

ALLSTATE NO V-725

DATE START 10/16/81

DATE FINISH 10/16/81

GROUND ELEVATION 97.2 Est.

GROUND WATER DEPTH 4.5'

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NO DEPTHS (FEET)	TYPE OF SAMPLE	PENETRATION BLOWS PER 6 INCHES	DENSITY OR CONSIST (SOILS)	PROFILE CHANGE DEPTH (FT.)	FIELD IDENTIFICATION OF SOILS. REMARKS (REMARKS INCLUDE COLOR, GRADATION, TYPE OF SOIL, ETC. ROCK — TYPE, CONDITION, HARDNESS, DRILLING TIME, SEAMS, ETC.)
0	3	0-1.5	D	5-12-25	dense		F-M DK BR SAND AND GRAV., lt. silt and rubbish - fill
	5						
	4						
	3						
	1					5.5'	
	10	5-6.5	D	8-31-21	very dense		F-DK BR SAND, tr. of silt
	11					6.3'	
	23						F-C LT GRAY SAND AND GRAV., trace of silt
	25					9.3'	
-10	32						F-C LT BR SAND AND GRAV., tr. of silt
	21	10-11.5	D	22-22-10		12.2'	
	11				med dense		F-LT BR SAND, trace of silt
	13					16.1'	
	12				med dense		F-C LT BR SAND, trace of grav., trace of silt
	13					20.7'	
	12	15-16.5	D	4-5-15			
	14						Refusal on sample spoon 140# hammer, 120 blows/7"
	22						
	19						Probe O.E. - 300# hammer, Refusal 200 blows no penatration
-20	16						
		20-20.7	D	16-120/2"			
-30							
-40							

000248

GROUND SURFACE TO ____ FT. USED ____ CASING. THEN ____

HOLE NO. B-3

Summary

Earth Boring 20.7'

Rock Coring -

Samples D-5

Type of Sample

D = Dry C = Cored W = Washed
UP = Undisturbed Piston
TP = Test Pit A = Auger
US = Undisturbed Shelby
V = Vane Test

Proportions Used

trace	0 to 10%	0 4
little	11 to 20%	5 9
some	21 to 35%	10 29
and	36 to 50%	30 49
		50 +

Penetration Resistance
140 lb Wt falling 30" on 2" O.D. Sampler

Cohesionless Density		Cohesive Consistency	
Very	Loose	0 2	Very Soft
	Loose	3 4	Soft
Med	Dense	5 8	M/Stiff
	Dense	9 15	Stiff
Very	Dense	16 30	V Stiff
		31 +	Hard

W 2

HAMMER

CASING WT 300 FALL 24

SAMPLER WT 140 FALL 30

Allstate Drilling Co.

PROVIDENCE, R. I. 02915

CLIENT: Marshall Contractors

PROJECT: Centredale Manor

SHEET 1 OF 1

LOCATION No. Prov., R

HOLE NO B-4

LINE & STA

OFFSET

INSPECTOR

DRILLER R. Cook, Jr.

HELPER J. Jagielo

SAMPLER I D 1 3/8

CASING I D 2½

ALLSTATE NO V-725

DATE START 10/17/81

DATE FINISH 10/17/81

GROUND ELEVATION 95. ~~94.~~

GROUND WATER DEPTH 1.0'

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NO DEPTHS	TYPE OF SAMPLE	PENETRATION BLOWS PER 6 INCHES	DENSITY OR CONSIST	PROFILE CHANGE DEPTH	FIELD IDENTIFICATION OF SOILS REMARKS
0	1	0-1.5	D	1-0-0		1.5'	TOPSOIL
	1						
	15						F-C DK GRAY SAND AND GRAV., little silt
	12						
	14						
	12	5-6.5	D	10-22-32	very dense		
	10						
	17						
	9						
10	9					9.6'	
	5	10-11.5	D	4-2-3	loose		F-LT BR SAND, trace of silt
	4						
	6						
	9					14.0'	
	12						
	4	15-16.5	D	9-12-14	med dense		F-C LT BR SAND, some grav., trace of silt
	10						
	16						
	20						
20	24						
	11	20-21.5	D	14-18-17	dense		F-C LT BR SAND AND GRAV., tr. of silt
	16						
	20						
	43						
	40						
		25-26.5	D	42-53-120/3"	very dense	26.3'	
							Refusal on sample spoon 140# hammer 120 blows/3"
30							Probe O.E. 300# hammer Refusal 200 blows no Penatration
							000249
40							

GROUND SURFACE TO _____ FT USED _____ CASING THEN _____

HOLE NO B-4

Summary

Earth Boring 26.3'

Rock Coring -

Samples D-6

Type of Sample

D = Dry C = Cored W = Washed
UP = Undisturbed Piston
TP = Test Pit A = Auger
US = Undisturbed Shelby
V = Vane Test

Proportions Used

trace	0 to 10%
little	11 to 20%
some	21 to 35%
and	36 to 50%

Penetration Resistance
140 lb Wt falling 30" on 2" O.D Sampler

Cohesionless Density			Cohesive Consistency	
		0-4		
Very	Loose	5-9	0-2	Very Soft
	Loose	10-29	3-4	Soft
Med	Dense	30-49	5-8	M/Stiff
	Dense	50+	9-15	Stiff
Very	Dense		16-30	V Stiff
			31+	Hard

Allstate Drilling Co.

PROVIDENCE, R. I. 02915

HAMMER

CASING WT 300 FALL 24

SAMPLER WT 140 FALL 30

CLIENT Marshall Contractors

PROJECT: Centredale Manor

SHEET 1 OF 1

LOCATION No. Prov., R

HOLE NO B-5

LINE & STA

OFFSET

INSPECTOR

DRILLER R. Cook, Jr.

HELPER J. Jagielo

SAMPLER I D 1 3/8

CASING I D 2½

ALLSTATE NO. V-725

DATE START 10/17/81

DATE FINISH 10/17/81

GROUND ELEVATION ~~+2~~ 96.

GROUND WATER DEPTH 1.7'

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NO. DEPTHS	TYPE OF SAMPLE	PENETRATION BLOWS PER 6 INCHES	DENSITY OR CONSIST	PROFILE CHANGE DEPTH	FIELD IDENTIFICATION OF SOILS. REMARKS
0	1	0-1.5	D	1-2-1		1.7'	TOP SOIL
	1						
	2						
	16						
	31						
	14	5-6.5	D	26-27-18	dense		F-C DK BR-GRAY SAND AND GRAV., little silt
	12						
	14						
	9						
-10	12					9.4'	
	3	10-11.5	D	2-1-2	very loose		F LT GRAY SAND, trace of silt
	3						
	4						
	6						
	10					14.0'	
	7	15-16.5	D	2-2-3			F-LT BR SAND, trace of silt
	8						
	17						
	23					18.5'	
-20	10				med dense		F-C LT BR SAND, trace of silt
	6	20-21.5	D	7-9-10			
	8						
	11						
	15						
	21						
		25-26.5	D	12-12-15		26.5'	F-C LT BR SAND, trace of grav. trace of silt
-30							
-40							

000250

GROUND SURFACE TO _____ FT. USED _____ CASING: THEN _____

HOLE NO B-5

Summary

Earth Boring 26.5'

Rock Coring -

Samples D-6

Type of Sample

D = Dry C = Cored W = Washed
UP = Undisturbed Piston
P = Test Pit A = Auger
US = Undisturbed Sample
V = Vane Test

Proportions Used

trace	0 to 10%
little	11 to 20%
some	21 to 35%
and	36 to 50%

Penetration Resistance

140 lb. Wt. falling 30" on 2" O.D. Sampler

Cohesionless: Density		Cohesive: Consistency	
Very	Loose	0-2	Very Soft
	Loose	3-4	Soft
Med	Dense	5-8	Medium
	Dense	9-15	Stiff
Very	Dense	16-30	Very Stiff
		31+	Hard

W 21

HAMMER

CASING WT 300 FALL 24

SAMPLER WT 140 FALL 30

Allstate Drilling Co.

PROVIDENCE, R. I. 02915

CLIENT: Marshall Contractors

PROJECT: Centredale Manor

SHEET 1 OF 2

LOCATION No. Prov, RI

HOLE NO B-6

LINE & STA

OFFSET

INSPECTOR

DRILLER R. Cook

HELPER J. Jagielo

SAMPLER I D 1 3/8"

CASING I D 2½"

ALLSTATE NO V-725

DATE START 11/5/81

DATE FINISH 11/5/81

GROUND ELEVATION

GROUND WATER DEPTH 2.9'

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NO DEPTHS (FT.)	TYPE OF SAMPLE	PENETRATION BLOWS PER 6 INCHES	DENSITY OR CONSIST (MOIST, ETC)	PROFILE CHANGE DEPTH (FT.)	FIELD IDENTIFICATION OF SOILS REMARKS (REMARKS INCL. DEGREE, GRADATION, TYPE OF SOIL, ETC. ROCK: TYPE, CONDITION, HARDNESS, DRILLING TIME, SEAMS, ETC)
0	1	0-1.5	D	3-6-2	loose		F-M DK BR SAND AND GRAV., lt. silt and rubbish - fill
	5						
	6						
	3						
	2						
	11	5-6-5	D	39-31-53	very dense	6.2'	
	20						F-C LT GRAY SAND AND GRAV., tr of silt
	33						
	30						
-10	33						
	11	10-11.5	D	15-13-15	med dense		
	12						
	9					12.3'	
	4				med dense	14.7'	F LT BR SAND, tr of silt
	5						
	6	15-16.5	D	4-3-3	loose		F LT GRAY SAND, tr of silt
	6						
	6						
	9					19.0'	
-20	8						
	7	20-21.5	D	1-2-2	very loose		F LT BR SAND, tr of silt
	7						
	5					23.0'	
	18						F-C LT BR SAND, tr of silt
	18						
	7	25-26.5	D	8-14-18	dense		
	14						
	16					28.1'	
	15						F-C LT BR SAND AND GRAV., tr of silt
-30	18						
	15	30-31.5	D	10-22-20	dense		
	20						
	22						
	26						
	20						
	14	35-36.5	D	12-14-14	med dense		
	18						
	15						
	14						
-40	14	40-41.5	D	15-13-6			

000251

GROUND SURFACE TO ____ FT. USED ____ CASING THEN ____

HOLE NO. B-6

Summary

Earth Boring 61.5'

Rock Coring -

Samples D-13

Type of Sample

D = Dry C = Cored W = Washed
UP = Undisturbed Piston
TP = Test Pit A = Auger
US = U... Slotted Shelby
V... Vane Test

Proportions Used

trace	0 to 10%	0 4
little	11 to 20%	5 9
some	21 to 35%	10 29
and	36 to 50%	30 49
		50 +

Penetration Resistance
140 lb Wt falling 30" on 2" O.D. Sampler

Cohesionless Density		Cohesive Consistency	
Very Loose	0 2	Very Soft	
Loose	3 4	Soft	
Med Dense	5 8	M/Stiff	
Dense	9 15	Stiff	
Very Dense	16 30	V Stiff	
	31 +	Hard	

W 21

HAMMER

CASING WT 300 FALL 24

SAMPLER WT 140 FALL 30

Allstate Drilling Co.

PROVIDENCE, R I. 02915

CLIENT: Marshall Contractors

PROJECT: Centredale Manor

SHEET 2 OF 2

LOCATION No. Prov, RI

HOLE NO B-6

LINE & STA

OFFSET

INSPECTOR

DRILLER R. Cook, Jr.

HELPER J. Jagielo

SAMPLER I D 1 3/8

CASING I D 2½

ALLSTATE NO. V-725

DATE START 11/5/81

DATE FINISH 11/9/81

GROUND ELEVATION

GROUND WATER DEPTH 2.9

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NO DEPTHS	TYPE OF SAMPLE	PENETRATION BLOWS PER 6 INCHES	DENSITY OR CONSIST	PROFILE CHANGE DEPTH	FIELD IDENTIFICATION OF SOILS REMARKS
0	13						
	15						
	15						
	15						
	16						
	16	45-46.5	D	12-10-8	med dense		F-C LT BR SAND AND GRAV., tr of silt (running)
	14						
	16						
	18						
-10	18						
	20	50-51.5	D	8-7-7			
	15						
	17						
	15						
	11						
	13	55-56.5	D	10-9-9			
	14					57.0'	
	15				med dense		F LT BR SAND, tr of silt
	18						
-20	21						
		60-61.5	D	10-9-8		61.5'	
-30							
-40							

000252

GROUND SURFACE TO ____ FT USED ____ CASING THEN ____

HOLE NO. B-6

Sheet 2

Earth Boring 61.5'

Rock Coring -

Samples D-13

Type of Sample

D Drive C Core W Washed

U Undisturbed Piston

TP Test Pit A Auger

US Undisturbed Sheltby

V Vane Test

Proportions Used

trace 0 to 10%

little 11 to 20%

some 21 to 35%

and 36 to 50%

Penetration Resistance

140 lb. Wt. falling 30" on 2" O.D. Sampler

Cohesionless Density		Cohesive Consistency	
	0 to 4	0 to 2	Very Soft
Very Loose	5 to 9	3 to 4	Soft
Loose	10 to 29	5 to 8	M/Stiff
Med Dense	30 to 49	9 to 15	Stiff
Dense	50 to 80	16 to 30	V Stiff
Very Dense	81 to	31 to	Hard

W 21

HAMMER

CASING WT 300 FALL 24

SAMPLER WT 140 FALL 30

Allstate Drilling Co.

PROVIDENCE, R. I. 02915

CLIENT: Marshall Contractors

PROJECT: Centredale Manor

SHEET 1 OF 1

LOCATION No. Prov, RI

HOLE NO B-7

LINE & STA

OFFSET

INSPECTOR

DRILLER R. Cook, Jr.

HELPER J. Jagielo

SAMPLER I D 1 3/8

CASING I D 2½

ALLSTATE NO. V-725

DATE START 11/10/81

DATE FINISH 11/10/81

GROUND ELEVATION

GROUND WATER DEPTH 3.3'

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NO DEPTHS	TYPE OF SAMPLE	PENETRATION BLOWS PER 6 INCHES	DENSITY OR CONSIST	PROFILE CHANGE DEPTH	FIELD IDENTIFICATION OF SOILS REMARKS
0	3						No samples to 10.0'
	4						
	6						
	20						
	2						
	15						
	26						
	26						
	46						
-10	37					10.0'	
	17	10-11.5	D	13-11-12	med dense		F-C LT GRAY SAND AND GRAV., little silt
	15						
	14						
	12					13.6'	
	12				med dense	15.8'	F-C LT BR SAND, some grav, tr of silt
	9	15-16.5	D	9-8-7			
	9						F LT BR SAND, tr of silt
	10						
-20	8						
	10						
		20-21.5	D	2-3-6	loose	21.5'	
-30							
							Note: Water kept pumping while pulling rods in & out of casing
40							000253

GROUND SURFACE TO FT USED CASING THEN

HOLE NO B-7

Summary

21.5'

D-3

Type of Sample

Proportions Used

Penetration Resistance

140 lb. Wt. falling 30 on 2 O.D. Sample

Cohesionless Density

Consistency

W 21

HAMMER

CASING WT 300 FALL 24

SAMPLER WT 140 FALL 30

Allstate Drilling Co.

PROVIDENCE, R. I. 02915

CLIENT: Marshall Contractors

PROJECT: Centredale Manor

SHEET 1 OF 1

LOCATION No. Prov, R

HOLE NO B-8

LINE & STA

OFFSET

INSPECTOR

DRILLER R. Cook, Jr.

HELPER J. Jagielo

SAMPLER I D 1 3/8"

CASING I D 2½"

ALLSTATE NO V-725

DATE START 11/10/81

DATE FINISH 11/10/81

GROUND ELEVATION

GROUND WATER DEPTH 1.4'

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NO. DEPTHS ELEV. FT	TYPE OF SAMPLE	PENETRATION BLOWS PER 6 INCHES	DENSITY OR CONSIST. WET OR DRY	PROFILE CHANGE DEPTH ELEV.	FIELD IDENTIFICATION OF SOILS REMARKS (REMARKS INCL. EXCAVATION DIFFICULTY, DEGRADATION, TYPE OF SOIL, ETC. BOULDERS, TYPE FORMATION, HARDNESS, DRILLING TIME, SEAMS, ETC.)
0	1						No samples to 10.0'
	2						
	4						
	20						
	14						
	29						
	32						
	33						
	24						
10	17					10.0'	
	7	10-11.5	D	10-4-4	loose		F-C LT GRAY SAND AND GRAV., tr of silt
	8						
	12						
	8					14.3'	
	8						
	12	15-16.5	D	1-2-2	very loose		F LT BR SAND, little silt
	10						
	11						
	11						
20	15					20.0'	
		20-21.5	D	31-23-12		21.0'	COBBLE
					med dense	21.5'	F-C LT BR SAND AND GRAV., lt, silt
30							
40							

NOTE: Water maintained in casing while pulling rods in & out of casing.

000254

GROUND SURFACE TO FT USED CASING THEN

HOLE NO B-8

Summary

Earth Boring 21.5'

Rock Coring -

Samples D-3

Type of Sample

Proportions Used

Trace	0 to 10%
Little	11 to 20%
	21 to 35%
	36 to 50%

Penetration Resistance

140 lb. Wt. falling 30" on 2" O.D. Sampler

Cohesionless Density		Cohesive Consistency	
Very	Loose	0-2	Very Soft
	Loose	3-4	Soft
Med	Dense	5-8	M/Stiff
	Dense	9-15	Stiff
Very	Dense	16-30	V. Stiff
		31+	Hard

GUILD DRILLING CO., INC.

100 WATER STREET EAST PROVIDENCE, R I

SHEET 1 OF
DATE
HOLE NO 2
LINE & STA
OFFSET
SURF ELEV

TO American Pile Driving Corporation
PROJECT NAME Check Borings for Proposed
REPORT SENT TO above / Centredale Manor
SAMPLES SENT TO "

ADDRESS East Providence, R.I.
LOCATION North Providence, R.I.
PROJ NO
OUR JOB NO 82-186

GROUND WATER OBSERVATIONS
At ____ after ____ Hours
At ____ after ____ Hours

	CASING	SAMPLER	CORE BAR
Rods-"AW"			
Type	BW	S/S	
Size I D	2½"	1 3/8"	
Hammer Wt	300#	140#	BIT
Hammer Fall	24"	30"	

	Date	Time
START	12/23/81	am
COMPLETE	12/23/81	pm
TOTAL HRS.		
BORING FOREMAN	T. Paquette	
INSPECTOR		
SOILS ENGR.		

LOCATION OF BORING

DEPTH	Casing Blows per foot	Sample Depths From - To	Type of Sample	Blows per 6" on Sampler From 0-6	To 6-12	To 12-18	Moisture Density or Consist	Strata Change Elev	SOIL IDENTIFICATION Remarks include color, gradation, Type of soil etc Rock-color, type, condition, hardness, Drilling time, seams and etc	SAMPLE No	Pen	Rec
	3	0'-1.5'	D	5	6	7	Moist medium dense		Brown fine to coarse Sand, Silt, Asphalt & Gravel FILL	1	1.5	.9
	4											
	5											
	7											
	9											
	30	5'-6.5'	D	9	84	24	Wet very dense		Brown Black coarse to fine Sand, Silt & coarse to fine Gravel, Cobbles	2	1.5	.7
	35											
	76											
	84							9.5'				
	41											
	8	10'-11.5'	D	14	6	6	Wet medium dense		Gray fine to coarse SAND, some medium to fine gravel, little silt	3	1.5	.7
	10											
	9											
	9											
	8							15.5'				
	16	15'-16.5'	D	9	3	2	Wet loose		Gray Brown very fine to fine silty SAND	4	1.5	..
	9											
	10											
	9											
	9									5	1.5	1.1
	10	20'-21.5'	D	1	2	1	"	21.5'		5A	0.5	..
	9	21.5'-22'	D	7			Wet/m stiff	22'	Yellow Brown SILT & fine Sand			
	14											
	17								Reddish Brown medium to fine SAND, some silt, little fine to medium gravel (running)			
	18											
	17	25'-26.5'	D	4	6	5	Wet/m dense	27' ±		6	1.5	0.7
	14											
	23											
	29											
	26											
	14	30'-31.5'	D	14	10	10	"		Brown coarse to fine SAND, some medium to fine gravel, trace of silt	7	1.5	.7
	20											
	21								(33'-34' Boulder - casing bent @ this point) (sand running)			
	53											
	15											
	20	35'-36.5'	D	9	11	17	"		Brown fine to coarse SAND & Gravel, little silt	8	1.5	.9
	49											
	58											
	39											
	34											

000255

GROUND SURFACE TO 60' USED BW CASING THEN S/S to 61.5'

Sample Type
D: Dry C: Cored W: Washed

Proportions Used
Trace 0 to 10%
Little 10 to 20%

140# Wt x 30" fall on 2" O D Sampler
Cohesionless Density: 0-10 Loose
Cohesive Consistency: 0-4 Soft, 30+ Hard

SUMMARY
Earth Boring 61.5'
Rock Coring 7.5'

GUILD DRILLING CO., INC.

100 WATER STREET EAST PROVIDENCE, R I

SHEET 2 OF 2
DATE
HOLE NO 2
LINE & STA
OFFSET
SURF ELEV

TO
PROJECT NAME
REPORT SENT TO
SAMPLES SENT TO

ADDRESS
LOCATION
PROJ NO
OUR JOB NO 82-186

GROUND WATER OBSERVATIONS

At ____ after ____ Hours

At ____ after ____ Hours

	CASING	SAMPLER	CORE BAR
Type			
Size I D			
Hammer Wt			BIT
Hammer Fall			

	Date	Time
START		
COMPLETE		
TOTAL HRS.		
BORING FOREMAN		
INSPECTOR		
SOILS ENGR.		

LOCATION OF BORING

DEPTH	Casing Blows per foot	Sample Depths From - To	Type of Sample	Blows per 6" on Sampler From 0-6	To 6-12	To 12-18	Moisture Density or Consist	Strata Change Elev.	SOIL IDENTIFICATION Remarks include color, gradation, Type of soil etc. Rock-color, type, condition, hardness, Drilling time, seams and etc	SAMPLE No	Pen	Rec
	30	40'-41.5'	D	10	7	9	Wet medium dense		Brown medium to coarse SAND, little fine sand & gravel, trace of silt	9	1.5	1.5
	22											
	34											
	41							44.6'				
	47											
	34	45'-46.5'	D	12	11	9	"		Light Brown very fine to fine SAND & Silt with little coarse sand & fine gravel lenses	10	1.5	1.5
	35											
	27											
	31							50'				
	33							(Top)	Light Br. F. SAND, little si	11	1.5	
	46	50'-51.5'	D	7	7	8	"	(Bottom)	Light Br. silty fine to med.	11A	1.5	
	37								SAND, some fine to medium			
	37							54'	gravel, trace of coarse sand			
	41											
	65											
	58	55'-56.5'	D	8	8	8	"		Brown fine to coarse SAND, some fine to coarse gravel,	12	1.5	
	44							57.5' +	trace of silt			
	52											
	59								Light Brown SILT with little very fine sand & fine gravel lenses			
	62						Wet/v stiff			13	1.5	
		60'-61.5'	D	8	5	11		61.5'				
									Bottom of Boring 61.5'			

000256

GROUND SURFACE TO ____ USED ____ CASING: THEN ____

Sample Type
D: Dry C: Cored W: Washed
UP: Undisturbed Piston
TP: Test Pit A: Auger V: Vane Te

Proportions Used
trace 0 to 10%
little 10 to 20%
some 20 to 35%

140 lb Wt x 30" fall on 2" O D Sampler
Cohesionless Density: 0-10 Loose; 10-30 Med Dense; 30-50 Dense
Cohesive Consistency: 0-4 Soft; 4-8 M/Stiff; 8-15 Stiff; 30 + Hard

SUMMARY
Earth Boring
Rock Coring
Samples

APPENDIX B

ROBINSON GREEN BERETTA TEST PIT LOGS

THE ROBINSON GREEN BERETTA CORPORATION
2 JOHN STREET PROVIDENCE RHODE ISLAND 02906 401 272-1710

TEST PITS - October 16, 1981
Project: Centerdale Manor
RGB #2629

Observed by the Following:

W. Lund	Marshall Contractors, Inc.
R. Keaney	Marshall Contractors, Inc.
G. H. Graf	The Robinson Green Beretta Corp.

TP-1 Moved 20' West

0	to 2"	broken asphalt
2"	to 4'-0"	mixed sand and gravel fill some oil and chemical saturation chemical odors
4'-0"	to 6'-0"	silty subsoil with chemical saturation
6'-0"	to 7'-0"	boney gravel water weeping @ 4'-0"

TP-2

0	to 2'-0"	mixed debris
2'-0"	to 3'-0"	silty subsoil, possible fill
3'-0"	to 10'-0"	med. dense boney gravel water @ 5'-0" ±

TP-3

0	to 4'-0"	silt & sand fill
4'-0"	to 5'-0"	probable original topsoil and peat
5'-0"	to 10'-0"	med. dense boney gravel water @ 4'-6" ±

TP-4

0	to 4'-6"	misc. earth and organic fill
4'-6"	to 6'-0"	probable original subsoil
6'-0"	to 9'-0"	boney gravel water running @ 3'-0" ± all stratas saturated with heavy oil

TP-5

0	to 4'-0"	misc. organic fill
4'-0"	to 5'-6"	probable original top & subsoil
5'-6"	to 10'-0"	med. dense boney gravel water running @ 3'-0"

000258

TEST PITS - October 16, 1981
Project: Centerdale Manor
RGB #2629

TP-6 15' West of B-2

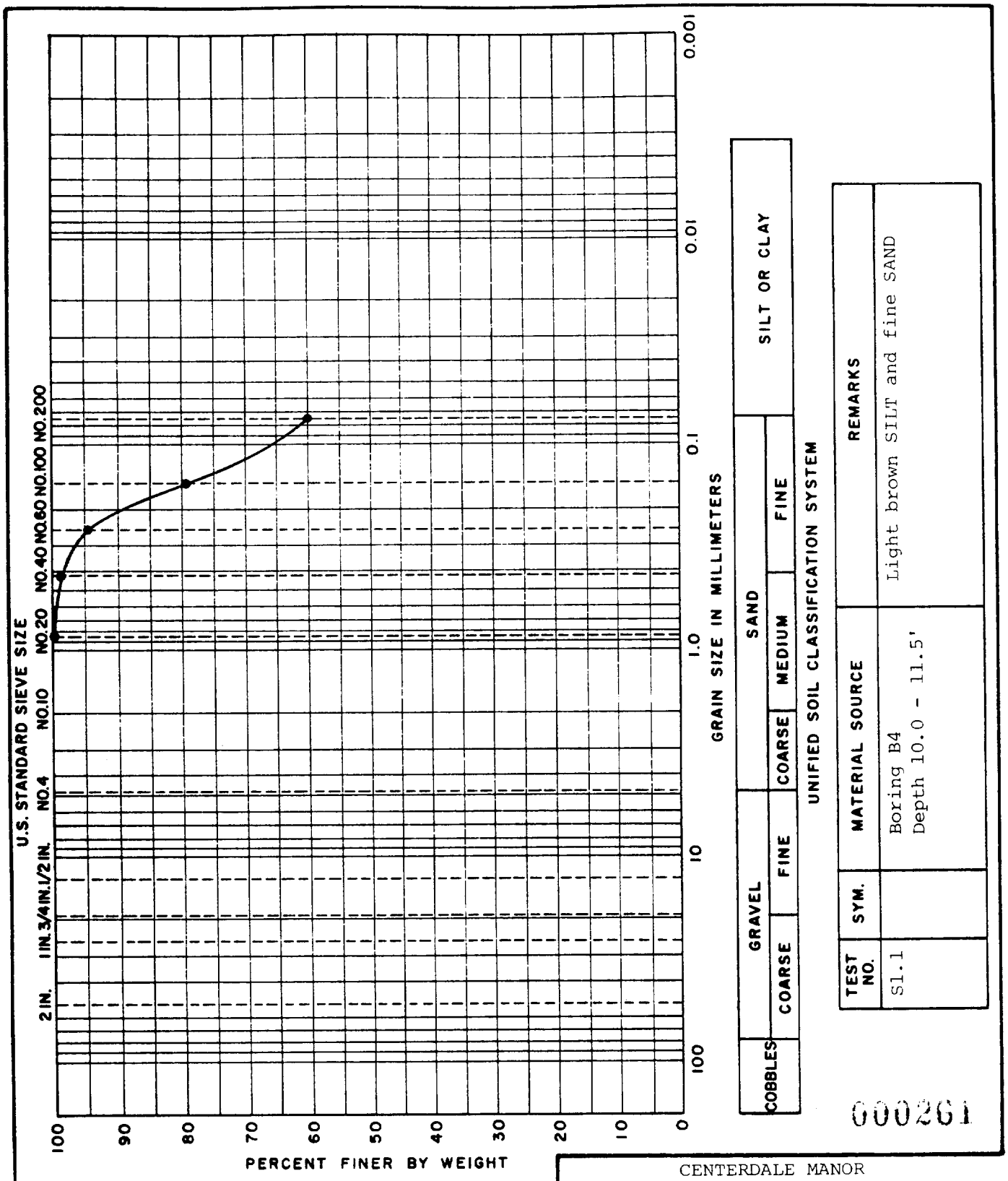
0	to 3'-6"	earth & timber debris
3'-6"	to 4'-6"	silty subsoil, perched water @ 2'-6"
4'-6"	to 9'-0"	med. dense boney gravel

NOTE: All test pits had chemical odors

GHG:sek

APPENDIX C

LABORATORY TEST RESULTS



000261

CENTERDALE MANOR

GRADATION TESTS

BORING NO. B4
SAMPLE
DEPTH 10.0-11.5'
TECH.
REVIEWER

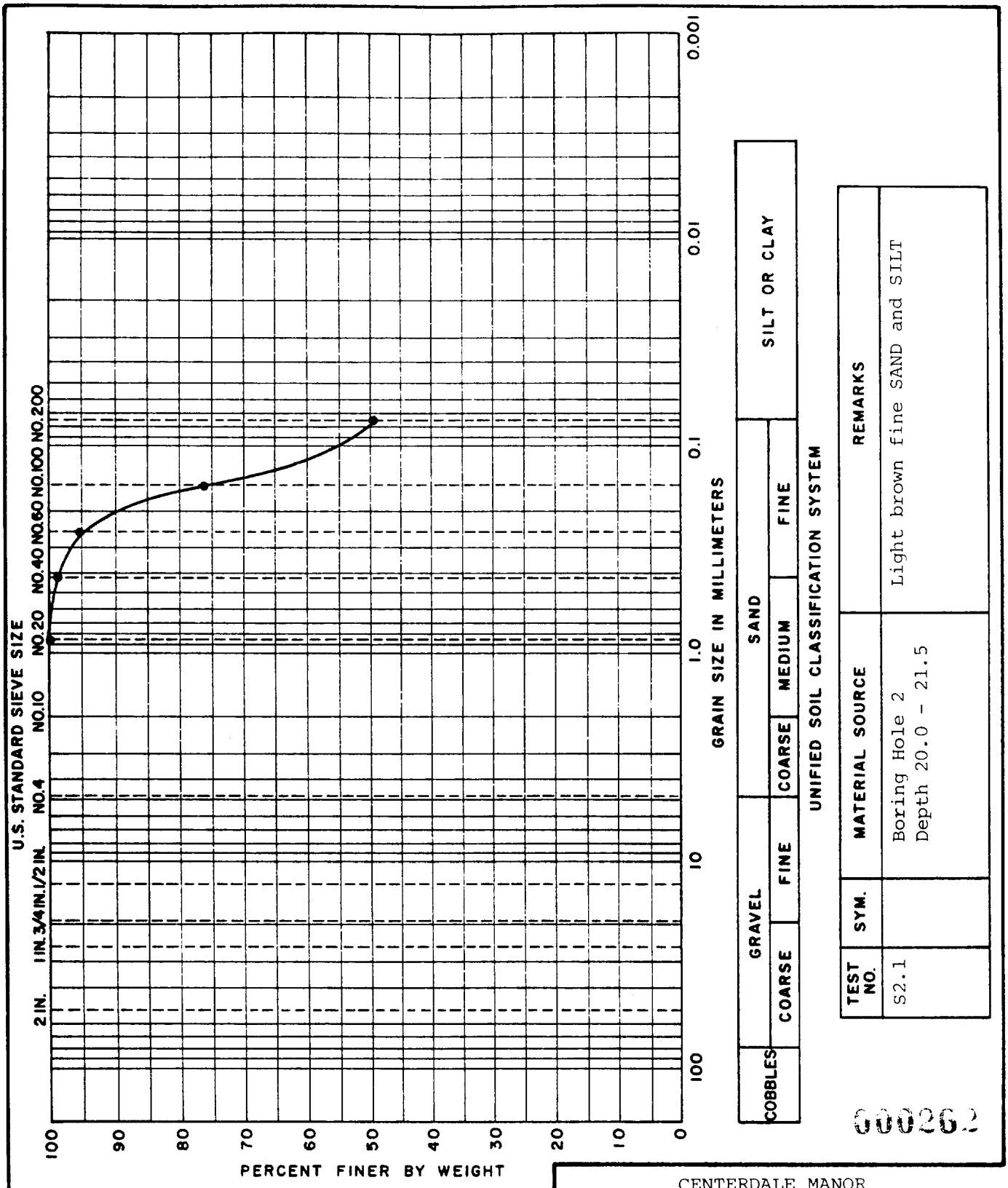
TEST SERIES NO. 1
DATE Jan 1982

FILE P3227

APPENDIX E-9

S.3

GOLDBERG-ZOINO & ASSOCIATES, INC.
GEOTECHNICAL-GEOHYDROLOGICAL CONSULTANTS



TEST NO.	SYM.	MATERIAL SOURCE	REMARKS
S2.1		Boring Hole 2 Depth 20.0 - 21.5	Light brown fine SAND and SILT

000262

CENTERDALE MANOR

GRADATION TESTS

BORING NO. Hole 2
SAMPLE
DEPTH 20.0 - 21.5'
TECH.
REVIEWER

TEST SERIES NO. 2
DATE Jan 1982

FILE P3227

GOLDBERG-ZOINO & ASSOCIATES, INC.
GEOTECHNICAL-GEOHYDROLOGICAL CONSULTANTS

APPENDIX E-9

GOLDBERG·ZOINO & ASSOCIATES, INC.
GEOTECHNICAL·GEOHYDROLOGICAL CONSULTANTS

DONALD T GOLDBERG
WILLIAM S ZOINO
JOSEPH D GUERTIN J
JOHN E AYRES
JOHN P SULLIVAN
STEVEN J TRETTEL
JAMES H REYNOLDS
CONSULTANTS:
WALTER E JAWORSKI
STANLEY M BEMBEN

MICHAEL A. POWERS, P.E.
DISTRICT MANAGER

Feb. 5, 1982
File No. P3227

Marshall Contractors, Inc.
75 Newman Avenue
East Providence, R. I. 02916

ATTENTION: Mr. William Lund

RE: Centerdale Manor
Groundwater Quality

Gentlemen:

This letter presents the results of groundwater sampling and quality testing at the site of the proposed Centerdale Manor in North Providence, R. I. This testing was undertaken at the request of Mr. Gerard H. Graf of The Robinson, Green, Beretta Corp.

The purpose of the testing was to substantiate that the groundwater beneath the subject site is not unusually corrosive to foundation materials. Based on this testing and as described below, it is our opinion that the groundwater at this site is no more corrosive to steel or concrete than is groundwater at many sites in Rhode Island. Based on these findings, we do not see the need for special corrosion protective measures.

BACKGROUND

On January 27, 1982, the Guild Drilling Co. of East Providence, R. I. installed a temporary well within the proposed building area. The well point was developed just below the fill where chemical contaminants, if present, were likely to be found. A sample of the water was collected by a GZA representative and forwarded to R. I. Analytical Laboratories, Inc. for chemical analyses. Additional sampling details are provided in the attached daily field summary.

The analyses were for alkalinity, chloride, nitrate, sulfate, calcium, and sodium. The results of this testing are attached, and indicate that the groundwater properties tested for are within the normal range for an urban Rhode Island environment.

000263

255 SOUTH MAIN STREET
PROVIDENCE, RI 20903
401/421-4140

NEWTON UPPER FALLS, MA
BUFFALO, NY
CONNECTICUT RIVER VALLEY
PROVIDENCE, RI

Therefore, it is our opinion that special corrosion protection measures are not required.

If you should have any questions on this testing, do not hesitate to call me.

Very truly yours,

Michael A. Powers
District Manager

MAP:mrb

enclosures (2)

cc: G. H. Graf (The Robinson, Green, Beretta Corp.)

GZA

FIELD SUMMAR

FILE No. P3227

DATE 1/27/82 REPORT No. -- SHEET 1 OF 1

PROJECT Centerdale Manor LOCATION North Providence

CLIENT The Robinson Green Beretta Corp. CONTRACTOR Guild Drilling Co., Inc.

WEATHER CONDITIONS Sunny/Cold REMARKS Groundwater Sampling

A. Arrived on site at 1:00 p.m. Left site at 4:00 p.m. and arrived at R. I. Analytical (Warwick) at 4:30 p.m. for sample delivery. Returned to GZA, Providence, at 5:15 p.m.

B. Equipment Working:

One Guild Drilling Co. truck-mounted acker drill was in position over the borehole location. Four inch (4") diameter casing was in place to depth. A three foot (3') length well screen and gas pump with a one inch (1") discharge line were employed to effect pumping.

C. Work Performed:

Pumping was initiated at 3:05 p.m. with the wellpoint in place at a depth of 9 feet relative to ground surface. Screen was in place at depth of approximately 6' to 9'.

At 3:35 p.m. two (2) one-liter samples were collected for subsequent chemical analysis by R. I. Analytical.

D. Remarks:

Present on site were Guild Driller, Paul Brescia and helper, and Tony DeFelice, a representative of Marshall Contractors, Inc. Mr. DeFelice requested that a copy of this field summary as well as results of the chemical analyses be sent to Bill Lund of Marshall Contractors, Inc.

000265

ON-JOB TIME 3.5

TRAVEL TIME 1.0

OFFICE TIME 0.5

TOTAL TIME 5.0

Michael Sherill

PREPARED BY

GOLDBERG-ZOINO & ASSOCIATES, INC.
GEOTECHNICAL-GEOHYDROLOGICAL CONSULTANTS

R.I. Analytical Laboratories, Inc.

SPECIALIZING IN ENVIRONMENTAL ANALYSIS

231 ELM STREET
WARWICK, R. I. 02888

PHONE: (401) 467-2452

CERTIFICATE OF ANALYSIS

REPORT TO: Goldberg Zoino & Associates
293 South Main Street
Providence, RI 02903
Attn: Mr. Michael Powers

DATE RECEIVED 1/27/82
DATE REPORTED 2/2/82
PURCHASE ORDER NO.
R.I.A.L. INV. NO. 5995

SAMPLE DESCRIPTION One aqueous sample from Centerdale Manor (GZA 3227)

Per your request, subject sample has been analyzed by our laboratory with the following results:

PARAMETER	RESULTS
pH	6.2
Alkalinity (up to pH 4.3)	122 mg/l (as $CaCO_3$)
Chloride	44.6 mg/l
Nitrate (as N)	0.30 mg/l
Sulfate (as SO_4)	17.0 mg/l
Calcium	13 mg/l
Sodium	52 mg/l

If you have any questions regarding this work or if we may be of further assistance, please contact us.

000266

APPROVED BY
Anthony E. Perrotti

TEST PIT FIELD LOG

GOLDBERG · ZOINO & ASSOC., INC GEOTECHNICAL/GEOHYDROLOGICAL CONSULTANTS	PROJECT DESCRIPTION Centerdale Manor LOCATION No. Prov., R.I.	TEST PIT No. TP-C FILE No. DATE 1/12/82
GZA ENGINEER W. Kosinski WEATHER Clear, Cold 10°-20°	EXCAVATION EQUIPMENT CONTRACTOR Perra OPERATOR MAKE John Deere MODEL JD510 CAPACITY 1± cuyd. REACH ft	GROUND ELEV. 97± TIME STARTED AM TIME COMPLETED AM

DEPTH	SOIL DESCRIPTION (Burmister)	EXCAV. EFFORT	BOULDER COUNT QTY. CLASS.	REMARK No.
0	0.5 TO 1.0 — Brown, dark brown coarse to fine SAND, some coarse to fine Gravel.	E		
1'	Sandy Organic Silt — Brown, Gray organic SILT and fine Sand, little fine Gravel, trace roots, org. Silt slightly plastic. Localized areas of water seepage. Sweet chemical odor	E		(1.)
2'		E		
3'	3.25			
4'	Sandy Gravel — Brown, Dark Gray stained coarse to fine GRAVEL, some Coarse to Fine Sand, trace Cobbles, trace non-plastic Silt	E		
5'	▽5.5±	E-M		
6'		E-M		(2.)
7'	7'± — Approximate Bottom of Test Pit. Could not see due to rapid groundwater seepage and caving in of sidewalls	E-M		
8'				(3.)
9'				
10'				
11'				
12'				
13'				
14'				

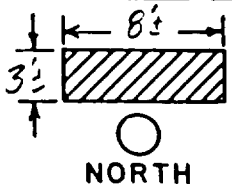
Note: Sweet chemical odor in Sandy Organic Silt stratum
Oily odor in Sandy Gravel stratum

Groundwater level from seepage into pit, actual G.W.L. may be higher
Cobbles ≥ 4", ≤ 6"

000267

REMARKS:
(1.) Jar sample obtained – S6 – @ 2'±
(2.) Jar sample obtained – S7 – @ 5'±
(3.) Water sample obtained from groundwater seepage into pit – GW-C

TEST PIT PLAN



LEGEND:

BOULDER COUNT

SIZE RANGE CLASSIFICATION	LETTER DESIGNATION
6" - 18"	A
18" - 36"	B
36" AND LARGER	C

PROPORTIONS USED

TRACE (TR.)	0 - 10%
LITTLE (LI.)	10 - 20%
SOME (SO.)	20 - 35%
AND	35 - 50%

ABBREVIATIONS

F - FINE
M - MEDIUM
C - COARSE
F/M - FINE TO MEDIUM
F/C - FINE TO COARSE
V - VERY
GR. - GRAY
BN. - BROWN

EXCAVATION EFFORT

E — EASY
M — MODERATE
D — DIFFICULT

GROUNDWATER

ELAPSED TIME TO READING ▽ G.W.L

TEST PIT FIELD LOG

GOLDBERG · ZOINO & ASSOC., INC GEOTECHNICAL/GEOHYDROLOGICAL CONSULTANTS	PROJECT DESCRIPTION Centerdale Manor LOCATION No. Prov., R.I.	TEST PIT No. TP-C FILE No. DATE 1/12/82

GZA ENGINEER W. Kosinski
WEATHER Clear, Cold 10°-20°

EXCAVATION EQUIPMENT
CONTRACTOR Perra
OPERATOR
MAKE John Deere MODEL JD510
CAPACITY 1± cuyd. REACH ft.

GROUND ELEV. 97±
TIME STARTED AM
TIME COMPLETED AM

DEPTH	SOIL DESCRIPTION (Burmister)	EXCAV. EFFORT	BOULDER COUNT QTY. CLASS.	REMARK No.
0	0.5 TO 1.0 — Brown, dark brown coarse to fine SAND, some coarse to fine Gravel.	E		
1'	Sandy Organic Silt — Brown, Gray organic SILT and fine Sand, little fine Gravel, trace roots, org. Silt slightly plastic. Localized areas of water seepage. Sweet chemical odor	E		(1.)
2'		E		
3'	3.25			
4'	Sandy Gravel — Brown, Dark Gray stained coarse to fine GRAVEL, some Coarse to Fine Sand, trace Cobbles, trace non-plastic Silt	E		
5'	▽5.5'±	E-M		
6'		E-M		(2.)
7'	7'± — Approximate Bottom of Test Pit Could not see due to rapid Groundwater seepage and caving in of sidewalls	E-M		
8'				(3.)
9'				
10'				
11'				
12'				
13'				
14'				

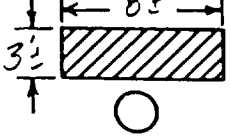
Note: Sweet chemical odor in Sandy Organic Silt stratum
Oily odor in Sandy Gravel stratum

Groundwater level from seepage into pit, actual G.W.L. maybe higher
Cobbles ≥ 4", ≤ 6"

000268

REMARKS:
(1.) Jar sample obtained - S6 - @ 2'±
(2.) Jar sample obtained - S7 - @ 5'±
(3.) Water sample obtained from groundwater seepage into pit - GW-C

TEST PIT PLAN



LEGEND:

BOULDER COUNT

SIZE RANGE CLASSIFICATION	LETTER DESIGNATION
6" - 18"	A
18" - 36"	B
36" AND LARGER	C

PROPORTIONS USED

TRACE (TR.)	0 - 10%
LITTLE (LI.)	10 - 20%
SOME (SO.)	20 - 35%
AND	35 - 50%

ABBREVIATIONS

F - FINE
M - MEDIUM
C - COARSE
F/M - FINE TO MEDIUM
F/C - FINE TO COARSE
V - VERY
GR. - GRAY
BN. - BROWN

EXCAVATION EFFORT

E ——— EASY
M ——— MODERATE
D ——— DIFFICULT

GROUNDWATER

ELAPSED TIME TO READING ▽ G.W.L

TEST PIT FIELD LOG

GOLDBERG · ZOINO & ASSOC., INC GEOTECHNICAL/GEOHYDROLOGICAL CONSULTANTS	PROJECT DESCRIPTION Centerdale Manor LOCATION No. Prov., R.I.	TEST PIT No. TP-C FILE No. DATE 1/12/82

GZA ENGINEER W. Kosinski
WEATHER Clear, Cold 10°-20°

EXCAVATION EQUIPMENT
CONTRACTOR Perra
OPERATOR
MAKE John Deere MODEL JD510
CAPACITY 1± cuyd. REACH ft.

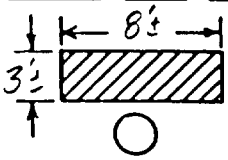
GROUND ELEV. 97±
TIME STARTED AM
TIME COMPLETED AM

DEPTH	SOIL DESCRIPTION (Burmister)	EXCAV. EFFORT	BOULDER COUNT QTY. CLASS.	REMARK No.
0	0.5 TO 1.0 — BROWN, DARK BROWN COARSE TO FINE SAND, SOME COARSE TO FINE GRAVEL.			
1'	SANDY ORGANIC SILT — BROWN, GRAY ORGANIC SILT AND FINE SAND, LITTLE FINE GRAVEL, TRACE ROOTS, ORG. SILT SLIGHTLY PLASTIC. LOCALIZED AREAS OF WATER SEEPAGE. SWEET CHEMICAL ODOR	E		
2'		E		(1.)
3'	3.25	E		
4'	SANDY GRAVEL — BROWN, DARK GRAY STAINED COARSE TO FINE GRAVEL, SOME COARSE TO FINE SAND, TRACE COBBLES, TRACE NON-PLASTIC SILT	E		
5'		E-M		
	▽ 5.5'±	E-M		(2.)
6'		E-M		
7'	7'± — APPROXIMATE BOTTOM OF TEST PIT COULD NOT SEE DUE TO RAPID GROUNDWATER SEEPAGE AND CAVING IN OF SIDEWALLS			(3.)
8'				
9'				
10'	NOTE: SWEET CHEMICAL ODOR IN SANDY ORGANIC SILT STRATUM OILY ODOR IN SANDY GRAVEL STRATUM GROUNDWATER LEVEL FROM SEEPAGE INTO PIT, ACTUAL G.W.L. MAY BE HIGHER COBBLES ≥ 4", < 6"			
11'				
12'				
13'				
14'				

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REMARKS:
(1.) JAR SAMPLE OBTAINED - S6 - @ 2'±
(2.) JAR SAMPLE OBTAINED - S7 - @ 5'±
(3.) WATER SAMPLE OBTAINED FROM GROUNDWATER SEEPAGE INTO PIT - GW-C

TEST PIT PLAN



LEGEND:

BOULDER COUNT

SIZE RANGE CLASSIFICATION	LETTER DESIGNATION
6"-18"	A
18"-36"	B
36" AND LARGER	C

PROPORTIONS USED

TRACE (TR.)	0 - 10%
LITTLE (LI.)	10 - 20%
SOME (SO.)	20 - 35%
AND	35 - 50%

ABBREVIATIONS

F - FINE
M - MEDIUM
C - COARSE
F/M - FINE TO MEDIUM
F/C - FINE TO COARSE
V - VERY
GR. - GRAY
BN. - BROWN

EXCAVATION EFFORT

E — EASY
M — MODERATE
D — DIFFICULT

GROUNDWATER

ELAPSED TIME TO READING ▽ G.W.L

MARSHALL CONTRACTORS INC.

How do you like Centerdale Sand Letter agreement on 300 K

March 25, 1982

Centerdale Manor Associates
75 Newman Avenue
Rumford, RI 02916

Hazardous Waste encountered

Attention: Mr. John L. Marshall, III

Re: Centerdale Manor
N. Providence, RI/Job No. 120

Dear Jack:

Please find attached Meeting Minutes taken at the job site this date which relate to several unacceptable soil conditions which have been uncovered during the site preparation stage. They relate to sludge pits, unstable debris filled areas as well as unknown underground structures which we have discovered on site.

At this time, I have requested a Change Proposal Request and/or supplemental instructions from the Architect to determine the proper means of stabilizing the various areas and other recommendations as to how we should proceed with the site work in general.

However, it should be pointed out that we are proceeding to remove the specific sludge pits in the areas of the entrance drive and access road around the building so that construction may proceed.

Unit prices are being established and will be controlled by topographic contours prepared by our Field Engineers. At such time as this information has been prepared, I will submit a Change Order Request for your review and approval.

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If any further developments occur, I will notify you accordingly.

Very truly yours,

MARSHALL CONTRACTORS, INC.

William R. Lund
Project Manager

WRL/sp

cc: Raymond DeCesare
Robert McNamara
Stan Puddicombe
Field

MARSHALL CONTRACTORS. INC.

JOB MEETING MINUTES

Job: Centerdale Manor
North Providence, RI/Job No. 120

Date: March 25, 1982
Meeting #2

Attended By:

Russell Ferland	The Robinson Green Beretta Corp.
William Lund	Marshall Contractors, Inc.
Michael Puddicombe	Marshall Contractors, Inc.
Walter Kosinski	Goldberg/Zoino & Associates
Dave Carnevale	C. Pezza & Sons

1. A review of the site was made to examine the problems with the existing soils and topography. It was indicated that on the southern side of the south parking lot, we would cut this area to sub-grade and examine the existing conditions. There was to be no work done with regard to the sludge pits.

2. North of that area progressing towards the northern part of the site, we were to remove and replace the sludge pits with what is called a "shot rock" to an elevation above the water table. At that point, we would examine that condition and prepare to install the remainder in gravel.

3. C. Pezza & Son was to provide a quotation to Marshall Contractors for an eight foot strip of class B stone at the river's edge in the area of the northwest retention basin. This is an attempt to prevent erosion of the bank due to the river's condition.

4. Goldberg/Zoino & Associates was to analize the existing soil condition in that northwest retention basin for the potential of hydroseeding same to avoid installing the loam in what would be a very muddy and unstable area. If hydroseeding is a possibility, C. Pezza & Son would forward the appropriate credit

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75 NEWMAN AVENUE, RUMFORD, RHODE ISLAND 02916 TEL. (401) 438-2500

for the excavation of material to a subgrade prior to the installation of the loam.

5. We then examined two attempted test holes north of the north parking lot where we have discussed the possibility of relocating some of the parking from the south parking lot in an attempt to avoid the wet and unstable area. The pits were taken approximately forty feet off the southern end of the existing curb in line with the curbing of the existing parking lot. We were able to dig approximately one foot down where we encounted a concrete slab. Elevations were to be provided for the top of slab.

6. Russ Ferland was to review the findings of our site inspection and issue either the change proposal request or supplemental instructions as to how we were to proceed as it relates to the site work.

Distribution:

All attendees
Jack Marshall
Bob McNamara
Stan Puddicombe
Lon Jamison
Expediting
Field

M E M O

TO: File

DATE: October 19, 1981

FROM: Bill Lund

REFERENCE: Centerdale Manor

On October 15, I met with Mr. Gerry Graff from The Robinson Green Beretta Corporation and his father at the above captioned jobsite. We observed one smoking barrel of sulfuric acid and many other barrels of varying materials. It was Senior Mr. Graff's opinion that the other materials would have no detrimental effect and their contents were not hazardous.

On October 16, 1981, Marshall Contractors, Inc. engaged Jet-Line Services, Inc. from Stoughton, Massachusetts to remove the container with the sulfuric acid in it. We also met with Mr. John P. Leo and Mr. Alan R. Brodd from State of Rhode Island, Department of Environment Management, Division of Air and Hazardous Materials. After examining the container, it was indicated that it should be removed from the site and disposed of which was accomplished by Jet-Line Services, Inc.

We also reviewed the site with Gerry Graff who was inspecting the test pits as indicated on the RGB drawing, and were informed that the other barrels on the site should be collected into one location for their inspection at a later date. Those barrels which appeared to have potential waste problems were to be analyzed. The remaining barrels were to be disposed of and a manifest would be provided for same.

We also agreed that, upon the commencement of any further site work at this project, Marshall Contractors, Inc. would notify either Alan or John. It was also suggested by Gerry Graff that possibly his father or another gentleman be present at the time of this barrel expedition to log and identify each barrel to aid the state, as well as ourselves. I feel this should be done at the time of the site work commencement.

cc: Stan Puddicombe

THE ROBINSON GREEN BERETTA CORPORATION
2 JOHN STREET PROVIDENCE, RHODE ISLAND 02906 401 272-1730

Bill Lund

14 October 1981

Marshall Contractors, Inc.
75 Newman Avenue
Rumford, RI 02916

Attn: J.L. Marshall III

Re: Centredale Manor
North Providence, RI
RGB #2629-2

Dear Jack:

We submit this revised interim agreement for your review and approval. The final agreement form will be as designated by the sponsoring or funding agency.

The Robinson Green Beretta Corporation ("RGB") will provide comprehensive architectural and engineering services for the subject project based upon the following items of understanding:

1. That drawings, outline specifications, project design and concept are the property of RGB, on loan to you for your personal use and assistance in obtaining financial commitments from a sponsoring or funding agency.

2. You will provide RGB with all topographical and property surveys, subsurface soil information, borings, site acoustical surveys, and similar site studies.

3. Upon your notice to proceed with final (working) documents, RGB shall prepare such documents, provide twenty-five (25) sets of same and perform all services during construction, for a basic fixed fee of $175,000.00.

4. RGB will receive seventy-five percent (75%) of the basic fixed fee immediately after the Initial Closing of the project.

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5. Should the project be abandoned, terminated or otherwise delayed for more than nine (9) months, subsequent to proceeding with final documents, through no fault of RGB, then it is agreed that RGB will be reimbursed for the time and costs expended at a multiple of 2.5 times payroll costs, plus the direct cost of other engineering and consultant expenses, not to exceed a sum of $70,000.00.

As an acknowledgement of our mutual understanding, please sign and return one (1) of the two enclosed copies.

Very truly yours,

THE ROBINSON GREEN BERETTA CORPORATION

Raymond A. DeCesare, AIA
Senior Vice President

RAD/lhg

Encs.

ACCEPTED BY: John L. Marshall III

TITLE: General Partner

DATE: Oct. 15, 1981

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