US EPA ARCHIVE DOCUMENT

SUBCON. NO.	SUBCONTRACTOR	ADDRESS/ TELEPHONE	CONTRACT DATE	CONTRACT AMOUNT	TRADE
120-1	Tri-State Reinforcing Corp.	78 Asylum Road Warwick, RI 02886 401-739-0755	03/22/82	$257.55	Concrete Reinforcement
120-2	American Pile Driving Corp.	100 Water Street East Providence, RI 02914 401-438-2626	03/10/82	$117,927	Cast-In-Place Concrete Piles
120-3	City Fence & Iron Works, Inc.	PO Box C Pawtucket, RI 02861 617-761-7400	02/18/82	$1,600.00	Construction Fence
120-4	F.S. Payne Elevator Co.	2312 Pawtucket Avenue East Providence, RI 02914 401-434-4363	03/05/82	$132,411	Hydraulic Elevators
120-5	C. Pezza & Sons, Inc.	90 Putnam Avenue Johnston, RI 02919 401-231-6014	2/17/82	$160,000	Subsurface Investigation Site Clearing, Earthwork Slope Protection Erosion Control, Site Utilities Water Distribution
120-6	Compaction Engineering Co.	Third National Bank Suite 78 Palmer, MA 01069 413-283-9422	04/01/82.	$10,935	Waste Handling Equipment
120-7	Acoustical Gupsum Floors, Inc.	16 Halliden Street Stoughton, MA 02072 617-344-7680	04/19/82	$34,000.00	Concrete Floor Toppings
120-8	E.T. Ryan Iron Works, Inc.	1027 Turnpike Street Canton, MA 02021 617-828-3435	04/13/82	$70,000	Steel Joists, Metal Decking Metal Fabrications Steel Stair Systems Handrails & Railings
120-9	Duraflex Sales & Service	PO Box 303 Lincoln, RI 02865	04/14/82	$12,850.00	Precast Concrete Curb Precast Concrete Bumpers Precast Concrete Bench Bases

120-10	Barry Hyman Co. Inc.	144 Old Colony Avenue Boston, MA 02127 617-225-4990	04/14/82	$160.00	Loading Dock Equipment
120-11	Max Fish Plumbing & Heating Co.	187 North Brow Street East Providence, RI 02914 401-434-7800	04/16/82	$630,000	Mechanical Interior Plumbing, HVAC
120-12	J.H. Lynch & Sons, Inc.	First Street Cumberland, RI 401-723-0300	04/16/82	$30,600.00	Asphalt Concrete Paving
120-13	Joseph G. Pirani, Inc.	65 Midstate Drive PO Box 258 Auburn, MA 01501 617-832-9653	04/16/82	$381,000.00	Electrical
120-14	Manny Tile Co.	118 Melrose Street Providence, RI 02907 401-941-3186	04/20/82	$19,925.00	Epoxy Aggregate Flooring
120-15	King's Draperies	1492 South Street Bridgewater, MA 02324 617-697-8995	04/21/82	$11,994.00	Drapery & Curtain Hardware Shades
120-16	Burgess & Blacher Co.	500-600 Bodwell Street Avon, MA 02322 617-588-5505	04/28/82	$51,500.00	Flexible Sheet Roofing Systems Flashing & Sheet Metal Roof Accessories
120-17	Floors Incorporated of New England	177 West Foster Street Melrose, MA 02176 617-665-7750	05/05/82	$116,000.00	Resilient Flooring Carpeting, Entrance Mats
120-18	Reidel-Michaels, Inc.	271 Market Street Warren, RI 02885	05/12/82	$69,000.00	Painting & Wallcoverings
120-19	Brunca Waterproofing Corp.	1 Goldsmith Street North Providence, RI 02904 401-353-2769	05/14/82	$17,990.00	Metal Oxide Waterproofing Joint Sealers
120-20	Forest Hills Nurseries	SUBCONTRACT VOIDED			

120-21	B.H. Cutler Roofing Co.	165 Harding Street Worcester, MA 01604 617-755-0487	07/07/82	$49,000.00	Flexible Sheet Roofing System Flashing & Sheet Metal Roof Accessories
120-22	Central Nurseries	1155 Atwood Avenue Johnston, RI 02919	07/27/82	$18,210.00	Landscape Work

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. D'Arezzo
as to both

_____

Owner: Centerdale Manor Associates

By: John L. Marshall III
a General Partner

Contractor: Marshall Contractors, Inc.

By: [signature]

Its: Vice Pres. - Owning

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

EXHIBIT A

RHODE ISLAND HOUSING
AND
MORTGAGE FINANCE CORPORATION

FORM NO. 2328
Rev., 1/75

Date: February 16, 1982

Sponsor: R.I.H.M.F.C.

Name of Project: Centerdale Manor

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

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

Building Identification:

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.

LINE	DIV	TRADE ITEM	COST	TRADE DESCRIPTION
1	3	Concrete	480,868	Conc.ftg.fdn walls, SOG,precast plank,stairs,cu pat
2	4	Masonry	484,050	Brick, block, reinf. grout, cleaning, inspectio
3	5	Metals	58,220	Struct. Steel, stiars, misc. lgt. iron
4	6	Rough Carpentry	41,458	Bloacking @ window, roof, bath, drapes, rails,e
5	6	Finish Carpentry	110,521	L&M to set shelves, hand rails, window trim,Ins
6	7	Waterproofing	12,990	L&M caulking and sealouts
7	7	~~XXXXXX~~ Gyp Topping	29,300	Topping on precast plank cabinet
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 & glaze
12	8	Glass		
13	9	Lath & Plaster		
14	9	Drywall	552,253	L&M for drywall, insulation, Dryvit, fireproofin
15	9	Tile Work	14,870	Ceramic tile work
16	9	Acoustical		Included in drywall
17	9	~~XXXX~~ 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,louvers, Mailboxe
21	11	Special Equipment	10,990	Trash compactor and chute
22	11	Cabinets	86,094	Furnish kitchen cabinets & vanities-Set under #5
23	11	Appliances	70,790	L&M AC sleeves, ranges, refrigerators, range hoo
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)		
41	2	Earth Work	133,590	Site excavation, building excavation & backfill
42	2	Site Utilities	73,362	Sewer,water,gas,storm,interior mechanicals, elect
43	2	Roads & Walks	49,082	Roads, curbs, gravel base
44	2	Site Improvements	15,033	Walks, patio, loading dock, exterior pads
45	2	Lawns & Planting	23,900	Loam, seed and planting
46	2	Unusual Site Condition		
		TOTAL LAND IMPRVTS.	294,967	
		TOT. STRUCT. & LAND IMPRVTS.	3,841,717	
51		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

TOTAL $	

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

RHFC By [signature] Date: March 16, 1982
CHIEF DEVELOPMENT [illegible]

Date _____

ADP 000007

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

ADP 000011

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.

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".

ADP 000013

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.

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

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)

ADP 000016

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

SUPERSEDEAS DECISION

STATE: RHODE ISLAND COUNTIES: STATEWIDE
DECISION NO. RI81-3042 DATE: DATE OF PUBLICATION
Supersedes Decision No. RI81-2054 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	Education and/or Appr. Tr.
ASBESTOS WORKERS	13.18	1.45	1.63		
BOILERMAKERS	14.62	1.275	1.01		.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	1.35		.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 Greenwhich, North Providence, Johnston, Cumberland, Lincoln, Smithfield, North Smithfield, Foster, Scituate, Gloucester, Coventry, North Kingstown, South Kingstown, Exeter, Narragansett, Westerly, & Charlestown:					
Building	13.00	.80	1.50		.05
Millwrights	13.25	.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	12.83	.85	1.00		.03

ADP 000017

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-driversmen	12.83	.85	1.00		.03
~~Millwrights (Cities of Tiverton & Little Compton)~~	~~13.18~~	~~.85~~	~~1.00~~		~~.10~~
CEMENT MASONS; PLASTERERS: ~~Woonsocket, Mt. Smithfield~~, Burrillville, Chepachet, Cumberland (N 1/2), & Lincoln	12.30	1.25	1.35		.02
~~Westerly, Hopkinton, South Kingstown, Charlestown, Richmond, Wakefield, & Peace Dale~~	~~12.30~~	~~1.25~~	~~1.35~~		~~.02~~
Remainder of State: Cement Masons	12.35	1.15	.75		
Plasterers	10.85	.90	.45		
ELECTRICIANS:					
~~Tiverton & Little Compton~~	~~11.30~~	~~.71~~	~~3%+1.00~~	~~.64~~	~~.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~~	~~.035~~
ELEVATOR CONSTRUCTORS' ~~HELPERS~~	~~70%JR~~	~~1.145~~	~~.95~~	~~a+b~~	~~.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	10.58	.78	1.10		.10
Asphalt Rakers; Adzemen; Pipe-Trench Bracers; 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.; 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 ½)~~	~~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		1.99		
PAINTERS: ~~Adamsville, Compton, 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; Taper Structural Steel; Steam-cleaning	11.65	.70	1.05		
Air Powder Brush Spray & Sand or Water Blasting	11.90	.70	1.05		
	12.15	.70	1.05		
	12.65	.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.; 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 ½)~~	~~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		1.99		
PAINTERS: ~~Adamsville, Compton, 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; Taper Structural Steel; Steam-cleaning	11.65	.70	1.05		
Air Powder Brush Spray & Sand or Water Blasting	11.90	.70	1.05		
	12.15	.70	1.05		
	12.65	.70	1.05		

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Page 4

...ION NO. R1-3042	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr...
...TERS, SIGN:					
...istol, Kent, & Providence	8.80	.64	.40	6+d	.04
...os.	13.30	1.03	2.95		.10
...MBERS					
...TERS:					
...mposition, Waterproofers	~~12.15~~	~~.75~~	~~.70~~		
...ate, Tile, Precast Con-					
...crete	~~12.35~~	~~.75~~	~~.70~~		
...ET METAL WORKERS	11.28	.96	1.35		.12
...INKLER FITTERS	14.81	.95	1.40		.01
...EAMFITTERS	14.70	.83	1.78		.07

ADP 000019

DECISION NO. RI81-3042

BUILDING CONSTRUCTION

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
POWER EQUIPMENT OPERATORS:					
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
Hoohomobile Type Equipment	13.54	.95	1.30		.15
Fork Lift	13.34	.95	1.30		.15
Firemen and Oilers	10.04	.95	1.30		.15
Bulldozers; Graders; Spreaders; Tractors; Scrapers and Rollers	12.34	.95	1.30		.15
Front-end Loaders, less than 3 yards	12.84	.95	1.30		.15
Tipping Type Backhoe	12.69	.95	1.30		.15
Well-point Installation	12.415	.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	10.59	.95	1.30		.15

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 8% basic hourly rate for 5 years or more of service; 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.
c. 9 paid holidays: A through F, plus V. J. Day; Columbus Day; & Veterans 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.

ADP 000020

Modification Page 25

Mod #1

DECISION NO. R181-3047 - Mod. 11
(46 FR 42613 August 21, 1981)
Statewide, Rhode Island

CRAFTS	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				
GLAZIERS	12.08	.62	1.60		.01

ADP 000021

(...FR 6261) ... 21, 1981)
Statewide, ... Island

MOD #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
Ademen, 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 Brecers, Pneumatic Tool Ops., Riprap & Dry Stonewall Builders, Scaffold Erectors, Setters of Metal Forms for Roadways, Water 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 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. 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	13.845	1.00	1.30		
CLASS 2	13.195	1.00	1.30		
CLASS 3	12.875	1.00	1.30		
CLASS 4	12.625	1.00	1.30		
CLASS 5	12.325	1.00	1.30		
CLASS 6	12.875	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	11.475	1.00	1.30		
CLASS 11	11.215	1.00	1.30		
CLASS 12	11.895	1.00	1.30		
CLASS 13	11.675	1.00	1.30		
CLASS 14	11.375	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 62761 - December 28, 1981) Greene, Somerset & Potter Counties, Pennsylvania					
CHANGE:					
Carpenters:					
Somerset & Potter Counties	$12.65	4%	6%	10%	
Electricians:					
Greene & Somerset Counties	13.93	1.75	3%+1.00		.10
Line Construction:					
Greene & Somerset Counties:					
Lineman	16.93	.60	3%		3/8%
Groundman	10.13	.60	3%		3/8%
Winch truck op.	11.83	.60	3%		3/8%
DECISION NO. NI81-3042 - Mod. #3 (46 FR 43615 August 21 1981) Statewide, Rhode Island					
CHANGE:					
BUILDING CONSTRUCTION					
BOILERMAKERS	16.53	1.275	10%		.04
CARPENTERS					
Statewide					
Carpenters	13.00	.90	2.00		.05
Millwrights	13.25	.90	2.00		.05

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	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Statewide, ... (October 30, 1981)					
CARPENTERS:					
Zone) LP	813.44		1.00		.05
IRONWORKERS:					
Zone)	14.40	1.00			.03
SHEET INSTALLERS:					
Zone 1 -					
Class A	11.4975	a 39.50	a 51.00		
Class B	11.2475	a 39.50	a 51.00		
Zone 2 -					
Class A	10.6975	a 39.50	a 51.00		
Class B	10.4475	a 39.50	a 51.00		
TRUCK DRIVERS: (Underground)					
Zone 7 -					
Class 1	10.47	a 39.50	a 30.00		
Class 2	10.37	a 39.50	a 30.00		
Class 3	10.57	a 39.50	a 30.00		
Class 4	10.67	a 39.50	a 30.00		
FOOTNOTE:					
a. Per week, ... employee.					

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	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
DECISION NO. PA81-3041					
MOD. NO. 6					
(46 FR 34934 - July 6, 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, Venango, Warren, Washington & Westmoreland Counties, Pennsylvania					
ADD:					
IRONWORKERS: Structural, Ornamental & Reinforcing Zone 3	11.24	1.20	2.61		.07

AREA COVERED BY IRONWORKERS ZONE

ZONE -) - Allegheny, Armstrong, Beaver, Butler, Cambria, Clarion, ...

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
DECISION NO. RI81-3042 -					
MOD. 04					
(46 FR 42615 - August 21, 1981)					
STATEWIDE, RHODE ISLAND					
ADD:					
CARPENTERS, Residential (4 stories or less)	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".

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 *

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.

FE-3:

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

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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.

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".

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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.

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

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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

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plumb and set at a height to insure proper top and bottom car-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:

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:

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.

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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 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

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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)

EXHIBIT E

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.

"(3) The contractor w send to each labor union or . resentative 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.

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 paragraph 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(a) 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.

SECTION 1.10 - Contract ,rk Hours and Safety Standards .t - 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.

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 ction 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.

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.

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	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)

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.

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.

a covered project will be required to provide, prior to the signing of the contract, a pr iminary statement of wor orce 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 ail to comply with the t ms 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

CHANGE ORDER

AIA DOCUMENT G701

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: Centredale Manor
(name, address) North Providence, RI

TO (Contractor):

Marshall Contractors, Inc.
75 Newman Avenue
Rumford, RI 02916

CHANGE ORDER NUMBER: 4

INITIATION DATE: 8-6-82

ARCHITECT'S PROJECT NO: 2629-6

CONTRACT FOR: RI 43-HO23-121
General Construction

CONTRACT DATE: 16 March 1982

You are directed to make the following changes in this Contract:

1. Remove buried slabs, foundations and other unsuitable material uncovered in wetlands retention area north of north parking lot as authorized in Construction Change Authorization No. 3 per Change Order Request No. 6 revised 4 August 1982.

   ADD . . . . . $ 6,171.00

2. Provide additional parking facilities as shown on Drawing SK-3 per Change Order Request No. 12 of 4 August 1982.

   ADD . . . . . $ 9,654.00

TOTAL INCREASE $15,825.00

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time

The original (Contract Sum) (Guaranteed Maximum Cost) was	$	4,075,294.00
Net change by previously authorized Change Orders	$	15,381.00
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was	$	4,090,675.00
The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) (unchanged) by this Change Order	$	15,825.00
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be	$	4,106,500.00

The Contract Time will be (increased) (decreased) (unchanged) by (2) Days.

The Date of Substantial Completion as of the date of this Change Order therefore is 22 March 1982.

Authorized:

ARCHITECT	CONTRACTOR	OWNER
THE ROBINSON GREEN BERETTA CORPORATION	MARSHALL CONTRACTORS, INC.	CENTREDALE MANOR ASSOC
Address: 2 John Street	Address: 75 Newman Avenue	Address: 75 Newman Avenue
Providence, RI 02906	Rumford, RI 02916	Rumford, RI 02916
BY:	BY:	BY:
DATE: 8-12-82	DATE: 8-23-82	DATE:

CHANGE ORDER

AIA DOCUMENT G701

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: Centredale Manor
(name, address) North Providence, RI

CHANGE ORDER NUMBER: 3

INITIATION DATE: 8-6-82

TO (Contractor)

Marshall Contractors, Inc.
75 Newman Avenue
Rumford, RI 02916

ARCHITECT'S PROJECT NO: 2629-6

CONTRACT FOR: RI 43-HO23-121
General Construction

CONTRACT DATE: 16 March 1982

You are directed to make the following changes in this Contract:

1. Remove buried slabs, foundations and other unsuitable material uncovered in wetlands retention area north of north parking lot as authorized in Construction Change Authorization No. 3 per Change Order Request No. 6 revised 4 August 1982.

   ADD . . . . . $ 6,171.00

2. Provide additional parking facilities as shown on Drawing SK-3 per Change Order Request No. 12 of 4 August 1982.

   ADD . . . . . $ 9,654.00

   TOTAL INCREASE $15,825.00

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) (~~Guaranteed Maximum Cost~~) was	$	4,075,294.00
Net change by previously authorized Change Orders	$	14,801.00
The (Contract Sum) (~~Guaranteed Maximum Cost~~) prior to this Change Order was	$	4,090,095.00
The (Contract Sum) (~~Guaranteed Maximum Cost~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order	$	15,825.00
The new (Contract Sum) (~~Guaranteed Maximum Cost~~) including this Change Order will be	$	4,105,920.00

The Contract Time will be (increased) (~~decreased~~) (~~unchanged~~) by (2) Days.

The Date of Substantial Completion as of the date of this Change Order therefore is 22 March 1982.

Authorized:

ARCHITECT	CONTRACTOR	OWNER
THE ROBINSON GREEN BERETTA CORPORATION	MARSHALL CONTRACTORS, INC.	CENTREDALE MANOR ASSOC.
Address: 2 John Street, Providence, RI 02906	Address: 75 Newman Avenue, Rumford, RI 02916	Address: 75 Newman Avenue, Rumford, RI 02916
BY:	BY: William R. Lund	BY:
DATE: 8-12-82	DATE: 8-23-82	DATE: 8-25-82

CONSTRUCTION CHANGE AUTHORIZATION

RO.

Owner ☐
Architect ☐
Consultant ☐
Contractor ☑
Field ☐
Other ☐

AIA DOCUMENT G713 (Instructions on reverse side)

PROJECT (name, address) Centredale Manor
North Providence, RI

CONSTRUCTION CHANGE AUTHORIZATION NO: 1

OWNER: Centredale Manor Assoc.

DATE OF ISSUANCE: 4/5/82

TO:
(Contractor) Marshall Contractors, Inc.
75 Newman Avenue
Rumford, RI 02916

ARCHITECT: The Robinson Green Beretta Corp
2 John Street
Providence, RI 02906

CONTRACT FOR: General Construction

ARCHITECT'S PROJECT NO: 2629-6
RI 43-HO23-121

In order to expedite the Work and avoid or minimize delays in the Work which may affect Contract Sum or Contract Time, the Contract Documents are hereby amended as described below. Proceed with this Work promptly. Submit final costs for Work involved and change in Contract Time (if any), for inclusion in a subsequent Change Order.

Description:

Excavate existing sludge pits, remove unsuitable or unstable material from location of entrance drive and parking areas per Change Order Request No. 2 of March 29, 1982.

Attachments: *(Here insert listing of documents that support description.)*

Change Order Request No. 2

The following is based on information provided by the Contractor:

Method of Determining Change in the Contract Sum: unit prices
(lump sum, unit prices, cost plus fee or other)

☐ Fixed
☐ Estimated
☑ Maximum

Change in Contract Sum of $ 23,764.00

☐ Fixed
☐ Estimated
☒ Maximum

Change in Contract Time of fourteen days

ISSUED:	AUTHORIZED:	CONFIRMED:
BY _____	BY _____	BY _____ 4-7-82
Architect The Robinson Green Beretta Corp.	Owner Centredale Manor Associates Date	Contractor Marshall Contractors, Inc. Date

AIA DOCUMENT G713 • CONSTRUCTION CHANGE AUTHORIZATION • MARCH 1979 EDITION • AIA®
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Bond #926477

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

Marshall Contractors, Inc.
75 Newman Avenue
Rumford, Rhode Island 02916
as Principal, hereinafter called Contractor, and Seaboard Surety Company, of New York, New York,

as Surety, hereinafter called Surety, are held and firmly bound unto Centerdale Manor Associates,

(Here insert full name and address or legal title of Owner)

A Rhode Island Limited Partnership
75 Newman Avenue, Rumford, Rhode Island and Rhode Island Housing and Mortgage Finance Corporation, 40 Westminster Street, Providence, Rhode Island
as Obligee, hereinafter called Owner, in the amount of Four Million Seventy Five Thousand Two Hundred Ninety Four and NO/100th. Dollars ($4,075,294.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated March 16, 19 82, entered into a contract with Owner for

Construction of Centerdale Manor, Smith Street, North Providence, Rhode Island
RIHMFC Project #RI 43-H023-121

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

The Robinson Green Beretta Corporation
2 John Street
Providence, Rhode Island 02903
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 16th, day of March 19 82

Marshall Contractors, Inc.
(Principal) (Seal)

(Witness)

(Title)

SEABOARD SURETY COMPANY
(Surety) (Seal)

(Witness)

Denise M. Kelleher (Title) Attorney-In-Fact

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

Marshall Contractors, Inc.
75 Newman Avenue
Rumford, Rhode Island 02916

as Principal, hereinafter called the Principal, and Seaboard Surety Company, of New York, New York,

as Surety, hereinafter called Surety, are held and firmly bound unto Centerdale Manor Associates,

(Here insert full name and address or legal title of Owner)

A Rhode Island Limited Partnership
75 Newman Avenue, Rumford, Rhode Island and Rhode Island Housing and Mortgage Finance Corporation, 40 Westminster Street, Providence, Rhode Island

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of Four Million Seventy Five Thousand Two Hundred Ninety Four and NO/100th. Dollars ($ 4,075,294.00),

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated March 16, 1982, entered into a contract with Owner for

Construction of Centerdale Manor, Smith Street, North Providence, Rhode Island
RIHMFC Project #RI 43-H023-121

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

The Robinson Green Beretta Corporation
2 John Street
Providence, Rhode Island 02903

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 16th, day of March 19 82

Marshall Contractors, Inc.
(Principal) (Seal)

(Witness)

(Title)

SEABOARD SURETY COMPANY
(Surety) (Seal)

(Witness)

Denise M. Kelleher Attorney-In-Fact
Denise M. Kelleher (Title)

SEABOARD SURETY COMPANY

HOME OFFICE: NEW YORK, N. Y.

DUAL OBLIGEE RIDER

TO Performance and Payment BOND Number 926477

WHEREAS, on or about the 16th, day of March, 1982, Marshall Contractors, Inc., 75 Newman Avenue, Rumford, Rhode Island as Contractor, entered into a written agreement with Centerdale Manor Associates, A Rhode Island Limited Partnership, 75 Newman Avenue, Rumford, Rhode Island

as Owner, for the construction of Centerdale Manor, Smith Street, North Providence, Rhode Island

herein referred to as the Contract, and

WHEREAS, the Contractor and Seaboard Surety Company, as Surety, made, executed and delivered to said Owner their joint and several Bond, and

WHEREAS, the Owner has requested that Rhode Island Housing and Mortgage Finance Corporation, 40 Westminster Street, Providence, Rhode Island

(hereinafter called "Co-obligee") said Co-obligee having a material interest in the performance of said contract, be named as an obligee in the Bond and has requested the Contractor and the Surety to join with the Owner in the execution and delivery of this Rider and the Contractor and Surety have agreed so to do upon the conditions herein stated.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

The aforesaid Bond shall be and it is hereby amended as follows:

1. The name of Rhode Island Housing and Mortgage Finance Corporation, as Co-obligee shall be added to said Bond as a named obligee.

2. The rights of the Co-obligee shall be subject to the condition precedent that all the Owner's obligations to the Contractor be performed; provided, however, that the aggregate liability of the Surety under said Bond, to the Owner and the Co-obligee, as their interests may appear, is limited to the penal sum of the Bond and provided, further, that the Surety may, at its option, make any payments under said Bond jointly to the Owner and the Co-obligee; and further provided there shall be no liability under the Bond to the Owner or to the Co-obligee, or to either of them, unless payment be made to the Contractor at the time and in the manner provided in the Contract.

3. Except as herein modified, said Bond shall be and remain in full force and effect.

SIGNED, SEALED AND DATED this 16th, day of March, 1982.

Centerdale Manor Associates
OWNER

By John L. Marshall

Marshall Contractors, Inc.
CONTRACTOR

By

SEABOARD SURETY COMPANY

By Denise M. Kelleher
Denise M. Kelleher

FORM 802

ADP 000070

Certified Copy

No. 9092

SEABOARD SURETY COMPANY
NEW YORK, NEW YORK

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint Leo T. Goodrich or Jerome S. McCue or Marcia W. Thompson or Denise M. Kelleher-------

of Boston, Massachusetts

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature as follows: Without Limitations.

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officer of the Company and sealed with its corporate seal; and all the acts of said Attorney-inFact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, with Amendments to and including April 6, 1978 and are still in full force and effect:

ARTICLE VII, SECTION 1:

"**Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto.** Insurance policies, bonds, recognizances, stipulations, consents of surety and underwriting undertakings of the Company, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Company (a) by the Chairman of the Board, the President, a Vice President or a Resident Vice President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary; or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board, the President or a Vice President to make such signature; or (c) by such other officers or representatives as the Board may from time to time determine.

The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative."

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this 13th day of January, 19 81

Attest:

(Seal) Margaret Scofield
Assistant Secretary

SEABOARD SURETY COMPANY,

By Thomas P. Gorke
Vice-President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 13th day of January, 19 81, before me personally appeared Thomas P. Gorke a Vice-President of SEABOARD SURETY COMPANY with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New Jersey that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice President of said Company by like authority.

State of New York
No. 41-9010912 Qualified in Queens County
Cert. filed in New York County
(Seal) Commission Expires March 30, 1982

Samuel C. Simmons
Notary Public

CERTIFICATE

I, the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Vice President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VII, Section 1, of the By-Laws of SEABOARD SURETY COMPANY.

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 28th day of June 1978.

"RESOLVED: (2) That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VII, Section 1, of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the company surety bonds, undertakings, undertakings or other instruments described in said Article VII, Section 1, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this 16th, day of March, 19 82

SEABOARD SURETY COMPANY 1927 STATE OF NEW YORK

Assistant Secretary

ADP 000071

INSURANCE BINDER

Binder No.

Revised 021782

ACORD

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

NAME AND ADDRESS OF AGENCY

Rollins Burdick Hunter of Massachusetts, Inc.
99 High Street
Boston, Massachusetts 02110

COMPANY
National Union Fire Insurance Company

Effective 12:01 a m February 22, , 1982
Expires ☒ 12:01 am ☐ Noon Feb. 22, 1983

☐ This binder is issued to extend coverage in the above named company per expiring policy # (except as noted below)

NAME AND MAILING ADDRESS OF INSURED

Centerdale Manor Associates and
Rhode Island Housing Mortgage Finance Corporation
and Marshall Contractors, Inc. and their sub-contractors, ATIMA
75 Newman Avenue
Rumford, Rhode Island 02916

Description of Operation/Vehicles/Property

Builders Risk/Installation

PROPERTY	Type and Location of Property	Coverage/Perils/Forms	Amt of Insurance	Ded.	Coins. %
	Centerdale Manor Smith Street North Providence, Rhode Island	"All Risk" Builders Risk/ Installation, As per terms and conditions of policy #BR4543107	$4,258,500	1000*	n/a

LIABILITY	Type of Insurance	Coverage/Forms	Limits of Liability	Each Occurrence	Aggregate
	☐ Scheduled Form ☐ Comprehensive Form ☐ Premises/Operations ☐ Products/Completed Operations ☐ Contractual ☐ Other (specify below) ☐ Med. Pay. $ Per Person $ Per Accident ☐ Personal Injury	☐ A ☐ B ☐ C	Bodily Injury	$	$
			Property Damage	$	$
			Bodily Injury & Property Damage Combined	$	$
			Personal Injury		$

AUTOMOBILE		Limits of Liability	
	☐ Liability ☐ Non-owned ☐ Hired ☐ Comprehensive-Deductible $ ☐ Collision-Deductible $ ☐ Medical Payments $ ☐ Uninsured Motorist $ ☐ No Fault (specify): ☐ Other (specify):	Bodily Injury (Each Person) Bodily Injury (Each Accident)	$
		Property Damage	$
		Bodily Injury & Property Damage Combined	$

☐ WORKERS' COMPENSATION — Statutory Limits (specify states below) ☐ EMPLOYERS' LIABILITY — Limit $

SPECIAL CONDITIONS/OTHER COVERAGES

*Except Earthquake and Flood - $25,000. Transit - $1,000., Covering also all subcontractors at whatever level as their respective interest may appear, policy will be extended beyond 2-22-83 on a pro-rata basis.

NAME AND ADDRESS OF ☒ MORTGAGEE ☐ LOSS PAYEE ☐ ADD'L INSURED

LOAN NUMBER

Rhode Island Housing Mortgagee Finance Corporation
40 Westminster Street
Providence, Rhode Island

Rollins Burdick Hunter of Mass., Inc.

BY: Denise M. Kelleher 3/12/82
Signature of Authorized Representative Date

ADP 000072

ACORD 75 (11-77)

JOSEPH E. BUONANNO an EDWARD W. RICCI of

BOOK 159 PAGE 1176

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.

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

Stamps affixed to duplicate used. Will Pierce

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

ADP 000073

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.

MAR 2 5 1992

Received for Record in Johnston, R. I. at 9:49 AM

Witness Lucy Counter Town Clerk

General Conditions.

M E M O R A N D U M

March 16, 1982

TO: Bill Lund

FROM: Lon Jamison

RE: Centerdale Manor
North Providence, RI - Job No. 120

Attached hereto for your files and information are copies of the Builder's Risk Insurance Binders issued consecutively for the periods February 22 - March 9, March 9 - March 24, March 24 - April 8, and April 8 - April 23.

Manny has the originals as of this date and will be taking same to the closing.

LWJ:kr

Attachment

Binder No. 021782

INSURANCE BINDER

acord

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

NAME AND ADDRESS OF AGENCY
Rollins Burdick Hunter of Massachusetts, Inc.
99 High Street
Boston, Massachusetts 02110

COMPANY
National Union Fire Insurance Company

Effective 12:01 a.m. February 22, 19 82
Expires ☒ 12:01 am ☐ Noon March 9, 19 82

☐ This binder is issued to extend coverage in the above named company per expiring policy # (except as noted below)

NAME AND MAILING ADDRESS OF INSURED
Centerdale Manor Associates and
Rhode Island Housing Mortgage Finance Corporation
and Marshall Contractors, Inc. and their sub-contractors, ATIMA
75 Newman Avenue
Rumford, Rhode Island 02916

Description of Operation/Vehicles/Property
Builders Risk/Installatic

PROPERTY	Type and Location of Property	Coverage/Perils/Forms	Amt of Insurance	Ded.	Coins. %
	Centerdale Manor Smith Street North Providence, Rhode Island	"All Risk" Builders Risk/ Installation, As per terms and conditions of policy #BR4543107	$4,258,500	1000*	n/a

LIABILITY	Type of Insurance	Coverage/Forms	Limits of Liability	Each Occurrence	Aggregate
	☐ Scheduled Form ☐ Comprehensive Form ☐ Premises/Operations ☐ Products/Completed Operations ☐ Contractual ☐ Other (specify below) Owners' Contractors' Protective ☒ Med. Pay. $ Per Person $ Per Accident ☐ Personal Injury	☐ A ☐ B ☐ C	Bodily Injury Property Damage	$ $	$ $
			Bodily Injury & Property Damage Combined	$1,000,000	$
			Personal Injury		$

AUTOMOBILE		Limits of Liability	
	☐ Liability ☐ Non-owned ☐ Hired ☐ Comprehensive-Deductible $ ☐ Collision-Deductible $ ☐ Medical Payments $ ☐ Uninsured Motorist $ ☐ No Fault (specify): ☐ Other (specify):	Bodily Injury (Each Person) Bodily Injury (Each Accident)	$ $
		Property Damage	$
		Bodily Injury & Property Damage Combined	$

☐ WORKERS' COMPENSATION — Statutory Limits (specify states below) ☐ EMPLOYERS' LIABILITY — Limit $

SPECIAL CONDITIONS/OTHER COVERAGES

*Except Earthquake and Flood-$25,000. Transit-$1,000., Covering also all subcontractors at whatever level as their respective interest may appear, policy will be extended beyond 2-22-83 on a pro rata basis.

NAME AND ADDRESS OF ☐ MORTGAGEE ☐ LOSS PAYEE ☐ ADD'L INSURED
x
LOAN NUMBER

Rhode Island Housing Mortgagee Finance Corporation
40 Westminster Street
Providence, Rhode Island

ADP 000077

Rollins Burdick Hunter of Mass., Inc.
BY: Signature of Authorized Representative
3/15/82 Date

ACORD 75 (11-77)

Binder No

INSURANCE BINDER

acord

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM

021782

NAME AND ADDRESS OF AGENCY

Rollins Burdick Hunter of Massachusetts, Inc.
99 High Street
Boston, Massachusetts 02110

COMPANY

National Union Fire Insurance Company

Effective 12:01 a.m. March 9, 1982
Expires ☒ 12:01 am ☐ Noon March 24, 1982

☐ This binder is issued to extend coverage in the above named company per expiring policy # (except as noted below)

NAME AND MAILING ADDRESS OF INSURED

Centerdale Manor Associates and
Rhode Island Housing Mortgage Finance Corporation
and Marshall Contractors, Inc. and their sub-contractors, ATIMA
75 Newman Avenue
Rumford, Rhode Island 02916

Description of Operation/Vehicles/Property

Builders Risk/Installation

PROPERTY	Type and Location of Property	Coverage/Perils/Forms	Amt of Insurance	Ded.	Coins. %
	Centerdale Manor Smith Street North Providence, Rhode Island	"All Risk" Builders Risk/ Installation, As per terms and conditions of policy #BR4543107	$4,258,500	1000*	N/A

LIABILITY	Type of Insurance	Coverage/Forms	Limits of Liability	Each Occurrence	Aggregate
	☐ Scheduled Form ☐ Comprehensive Form ☐ Premises/Operations ☐ Products/Completed Operations ☐ Contractual ☒ Other (specify below) Owners' Contractors' Protective ☐ Med. Pay. $ Per Person $ Per Accident ☐ Personal Injury	☐ A ☐ B ☐ C	Bodily Injury Property Damage	$ $	$ $
			Bodily Injury & Property Damage Combined	$1,000,000	$
			Personal Injury		$

AUTOMOBILE		Limits of Liability	
	☐ Liability ☐ Non-owned ☐ Hired ☐ Comprehensive-Deductible $ ☐ Collision-Deductible $ ☐ Medical Payments $ ☐ Uninsured Motorist $ ☐ No Fault (specify): ☐ Other (specify):	Bodily Injury (Each Person) Bodily Injury (Each Accident)	$ $
		Property Damage	$
		Bodily Injury & Property Damage Combined	$

☐ WORKERS' COMPENSATION — Statutory Limits (specify states below) ☐ EMPLOYERS' LIABILITY — Limit $

SPECIAL CONDITIONS/OTHER COVERAGES

*Except Earthquake and Flood-$25,000. Transit-$1,000., Covering also all subcontractors at whatever level as their respective interest may appear, policy will be extended beyond 2-22-83 On a pro rata basis.

NAME AND ADDRESS OF ☒ MORTGAGEE ☐ LOSS PAYEE ☐ ADD'L INSURED

LOAN NUMBER

Rhode Island Housing Mortgagee Finance Corporation
40 Westminster Street
Providence, Rhode Island

ADP 000078

Rollins Burdick Hunter of Mass., Inc.

BY: [signature] 3/15/82
Signature of Authorized Representative Date

ACORD 75 (11-77)

Binder No.
021782

INSURANCE BINDER

acord

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

NAME AND ADDRESS OF AGENCY

Rollins Burdick Hunter of Massachusetts, Inc.
99 High Street
Boston, Massachusetts 02110

COMPANY
National Union Fire Insurance Company

Effective 12:01 a.m. March 24, , 19 82
Expires ☒ 12:01 am ☐ Noon April 8, , 19 82

☐ This binder is issued to extend coverage in the above named company per expiring policy # (except as noted below)

NAME AND MAILING ADDRESS OF INSURED

Centerdale Manor Associates and
Rhode Island Housing Mortgage Finance Corporation
and Marshall Contractors, Inc. and their sub-contractors, ATIMA
75 Newman Avenue
~~Rumford, Rhode Island 02916~~

Description of Operation/Vehicles/Property

Builders Risk/Installation

	Type and Location of Property	Coverage/Perils/Forms	Amt of Insurance	Ded.	Coins. %
PROPERTY	Centerdale Manor Smith Street North Providence, Rhode Island	"All Risk" Builders Risk/	$4,258,500	1000*	n/a

	Type of Insurance	Coverage/Forms	Limits of Liability	Each Occurrence	Aggregate
LIABILITY	☐ Scheduled Form ☐ Comprehensive Form ☐ Premises/Operations ☐ Products/Completed Operations ☐ Contractual ☒ Other (specify below) Owners' Contractors' Protective ☐ Med. Pay. $ Per Person $ Per Accident ☐ Personal Injury	☐ A ☐ B ☐ C	Bodily Injury Property Damage	$ $	$ $
			Bodily Injury & Property Damage Combined	$1,000,000	$
			Personal Injury		$

	Type of Insurance	Coverage/Forms	Limits of Liability	
AUTOMOBILE	☐ Liability ☐ Non-owned ☐ Hired ☐ Comprehensive-Deductible $ ☐ Collision-Deductible $ ☐ Medical Payments $ ☐ Uninsured Motorist $ ☐ No Fault (specify): ☐ Other (specify):		Bodily Injury (Each Person) Bodily Injury (Each Accident)	$ $
			Property Damage	$
			Bodily Injury & Property Damage Combined	$

☐ WORKERS' COMPENSATION — Statutory Limits (specify states below) ☐ EMPLOYERS' LIABILITY — Limit $

SPECIAL CONDITIONS/OTHER COVERAGES

*Except Earthquake and Flood - $25,000. Transit - $1,000., Covering also all subcontractors at whatever level as their respective interest may appear, policy will be extended beyond 2-22-83 on a pro-rata basis.

NAME AND ADDRESS OF ☒ MORTGAGEE ☐ LOSS PAYEE ☐ ADD'L INSURED

Rhode Island Housing Mortgagee Finance Corporation
40 Westminster Street
Providence, Rhode Island

ADP 000079

Rollins Burdick Hunter of Mass., Inc.

By: Denise M. Kolibaba 3/15/82
Signature of Authorized Representative Date

ACORD 75 (11-77)

INSURANCE BINDER

acord

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

Binder No. 021782

NAME AND ADDRESS OF AGENCY

Rollins Burdick Hunter of Massachusetts, Inc.
99 High Street
Boston, Massachusetts 02110

COMPANY
National Union Fire Insurance Company

Effective 12:01a m April 8, , 1982
Expires ☒ 12:01 am ☐ Noon April 23, 1982

☐ This binder is issued to extend coverage in the above named company per expiring policy # (except as noted below)

NAME AND MAILING ADDRESS OF INSURED

Centerdale Manor Associates and
Rhode Island Housing Mortgage Finance Corporation
and Marshall Contractors, Inc. and their sub-contractors, ATIMA
75 Newman Avenue
Rumford, Rhode Island 02916

Description of Operation/Vehicles/Property

Builders Risk/Installation

PROPERTY	Type and Location of Property	Coverage/Perils/Forms	Amt of Insurance	Ded.	Coins. %
	Centerdale Manor Smith Street North Providence, Rhode Island	"All Risk" Builders Risk/ Installation, As per terms and conditions of policy #BR4543107	$4,258,500	1000*	n/a

LIABILITY	Type of Insurance	Coverage/Forms	Limits of Liability	Each Occurrence	Aggregate
	☐ Scheduled Form ☐ Comprehensive Form ☐ Premises/Operations ☐ Products/Completed Operations ☐ Contractual		Bodily Injury Property Damage	$ $	$ $
	☒ Other (specify below) Owners' Contractors' Protective ☐ Med. Pay. $ Per Person $ Per Accident ☐ Personal Injury	☐ A ☐ B ☐ C	Bodily Injury & Property Damage Combined Personal Injury	$ 1,000,000	$ $

AUTOMOBILE		Limits of Liability	
	☐ Liability ☐ Non-owned ☐ Hired	Bodily Injury (Each Person) Bodily Injury (Each Accident)	$ $
	☐ Comprehensive-Deductible $ ☐ Collision-Deductible $ ☐ Medical Payments $ ☐ Uninsured Motorist $ ☐ No Fault (specify): ☐ Other (specify):	Property Damage	$
		Bodily Injury & Property Damage Combined	$

☐ WORKERS' COMPENSATION — Statutory Limits (specify states below) ☐ EMPLOYERS' LIABILITY — Limit $

SPECIAL CONDITIONS/OTHER COVERAGES

*Except Earthquake and Flood - $25,000. Transit - $1,000., Covering also all subcontractors at whatever level as their respective interest may appear, policy will be extended beyond 2-22-83 on a pro-rata basis.

NAME AND ADDRESS OF ☒ MORTGAGEE ☐ LOSS PAYEE ☐ ADD'L INSURED

LOAN NUMBER

Rhode Island Housing Mortgagee Finance Corporation
40 Westminster Street
Providence, Rhode Island

ADP 000080

Rollins Burdick Hunter of Mass., Inc.

By: Denise M. Kelleher 3/15/82
Signature of Authorized Representative Date

ACORD 75 (11-77)

INSURANCE BINDER

acord

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

Binder No. 021782

NAME AND ADDRESS OF AGENCY
Rollins Burdick Hunter of Mass., Inc.
99 High Street
Boston, MA 02110

COMPANY
National Union Fire Insurance Company

Effective 12:01 am February 22 , 1982
Expires ☒ 12:01 am ☐ Noon Feb. 22 , 1983

☐ This binder is issued to extend coverage in the above named company per expiring policy # (except as noted below)

NAME AND MAILING ADDRESS OF INSURED
Marshall Contractors, Inc. and
Centerdale Manor Associates and
Rhode Island Housing Mortgage Finance Corporation
c/o Marshall Contractors, Inc.
75 Newman Avenue, Rumford, RI 02916

Description of Operation/Vehicles/Property
Builders Risk/Installation

PROPERTY

Type and Location of Property	Coverage/Perils/Forms	Amt of Insurance	Ded.	Coins. %
Centerdale Manor Smith Street North Providence, Rhode Island	"All Risk" Builders Risk/ Installation Per Form submitted by Marshall Contractors, Inc.	$5,010,000 @ .055%	1000*	n/a

LIABILITY

Type of Insurance	Coverage/Forms	Limits of Liability	Each Occurrence	Aggregate
☐ Scheduled Form ☐ Comprehensive Form ☐ Premises/Operations ☐ Products/Completed Operations ☐ Contractual ☐ Other (specify below) ☐ Med. Pay. $ Per Person $ Per Accident ☐ Personal Injury	☐ A ☐ B ☐ C	Bodily Injury Property Damage	$ $	$ $
		Bodily Injury & Property Damage Combined	$	$
		Personal Injury		$

AUTOMOBILE

		Limits of Liability	
☐ Liability ☐ Non-owned ☐ Hired		Bodily Injury (Each Person) Bodily Injury (Each Accident)	$ $
☐ Comprehensive-Deductible	$		
☐ Collision-Deductible	$	Property Damage	$
☐ Medical Payments	$		
☐ Uninsured Motorist	$	Bodily Injury & Property Damage Combined	$
☐ No Fault (specify):			
☐ Other (specify):			

☐ WORKERS' COMPENSATION — Statutory Limits (specify states below) ☐ EMPLOYERS' LIABILITY — Limit $

SPECIAL CONDITIONS/OTHER COVERAGES

*Except Earthquake and Flood - $25,000; Transit - $500; covering also all subcontractors at whatever level as their respective interest may appear; policy will be extended beyond 2-22-83 on pro-rata basis.

NAME AND ADDRESS OF ☐ MORTGAGEE ☐ LOSS PAYEE ☐ ADD'L INSURED

LOAN NUMBER

ADP 000081

Rollins Burdick Hunter of Mass., Inc.

By: _____
Signature of Authorized Representative

2-17-82
Date

ACORD 75 (11-77)

Attached to and
Forming Part of
Policy No. _____

BUILDERS RISK/INSTALLATION FORM
Declaration Page

Item A - INSURED: Marshall Contractors, Inc.
ATRIMA, c/o Marshall Contractors, Inc.
75 Newman Avenue, Rumford, RI 02916

Item B - PREMIUM: $_____ at Inception;

$_____ at First Anniversary;

$_____ at Second Anniversary.

The final adjusted earned premium shall be determined at the termination of this policy in accordance with Item C - TERM and shall be computed on a pro rata basis.

Item C - TERM:

From _____ until:

a. the interest of the Insured in the property covered ceases; or

b. until the construction is completed and accepted by the owner or his representative authorized to grant acceptance; or

c. 30 days following final completion of the project, whichever first occurs as in (a) or (b) or (c). In no event, however, the above provisions notwithstanding, shall this policy cover beyond _____, which is the expiration date of this policy, unless extension of time is granted by the Company in writing and additional premium, if any, charged.

Item D - LIMITS OF LIABILITY: This Company shall not be liable for more than $_____ any one loss, disaster or casualty, except as limited in (a), (b), (c), or (d) below:

a. $_____ in the aggregate in any one policy year caused by or resulting from earthquake shock, volcanic action, landslide, earth movement, mudflow, earth sinking, earth rising or shifting;

b. $_____ in the aggregate in any one policy year caused by or resulting from flood or surface water;

c. $_____ any one loss, disaster or casualty to property in due course of transit;

d. $_____ any one loss, disaster or casualty to property held in temporary storage at locations elsewhere than at the construction site and specifically designated to become a permanent part of the project insured by this policy.

conveyance,

Item E - DEDUCTIBLE: Each claim for loss or damage shall be adjusted separately and from the amount of each adjusted claim the amount as stated below shall be deducted:

a. $ 25,000 for Flood and Surface Water

b. $ 25,000 for Earthquake

c. $ 1,000 for Windstorm

d. $ 500 for property in due course of transit

e. $ 1,000 for all other perils

Item F - PROJECT DESCRIPTION: LOCATION: _____

_____

_____

COMPLETED OCCUPANCY: _____

Item G - TOTAL INSURABLE VALUE:

(AS HEREINAFTER DEFINED): $_____

Item H - TESTING: Coverage under this policy for loss or damage caused by or resulting from testing shall apply as specified below:

/__/ Loss or damage caused by testing is not covered.

/X/ Coverage hereunder applies during performance testing and as per paragraph 17 herein.

/__/ Coverage as applies hereunder is provided for mechanical, aerostatic, hydrostatic and pneumatic testing only.

Item I - COINSURANCE: Shall apply as specified below:

/__/ Coinsurance Clause: This Company shall not be liable for a greater proportion of any loss or damage to the property insured than the Limit of Liability as stated in Item D bears to 100% of the completed Total Insurable Value of said property at the time such loss shall happen, nor for more than the proportion which the insurance under Item D bears to the total insurance thereon.

/X/ No coinsurance shall apply with respect to this insurance.

Item J - MORTGAGEE (Terms of Standard Mortgagee Clause apply):

Item K - ADDITIONAL NAMED INSURED(S)

and
All Sub- and Sub-Sub-Contractors assigned to this Job.

ATRIMA

Section I
BUILDERS RISK/INSTALLATION FORM

CONDITIONS

1. PROPERTY COVERED: This policy insures any and all materials, equipment, machinery and supplies of any nature whatsoever, to be used in or incidental to the fabrication, erection, installation and completion of the project as stated in Item F of Declarations including while in transit by land, air or water conveyance, under or on deck from points and places within the 48 contiguous United States, the District of Columbia and Canada to the erection site and while there until completion of project as stated in Item C of Declarations.

   In the event of loss or damage by perils insured under this policy, this insurance shall also pay the cost of removal of material and debris being an insured part of the property, including cost of demolition of any portion of the insured property no longer useful for the purpose for which it was intended. This clause does not increase the limits of liability stated in Item D of Declarations attached hereto.

2. PERILS INSURED: This policy insures against all risks of direct physical loss of or damage to the property insured from any external cause, subject to the exclusions, limitations, terms and conditions of this policy.

3. PROPERTY EXCLUDED: This policy does not insure:

   a. Contractor's or subcontractors' equipment; machinery, tools, equipment and property of a similar nature not destined to become a permanent part of the completed project or structure as stated in Item F of Declarations;

   b. Automobiles or other vehicles designed for highway use, watercraft, aircraft;

   c. Money, notes, securities, plans, blueprints, specifications, books, records, manuscripts, or other similar papers; data processing media; or

   d. Land values.

4. PERILS EXCLUDED: This policy does not insure:

   a. Loss or damage caused by or resulting from moth, vermin, termites or other insects; inherent vice, latent defect, normal wear and tear, gradual deterioration; contamination, rust, wet or dry rot, mold; dampness of atmosphere and extremes of temperatures; loss or damage by normal settling, shrinkage or expansion of buildings or foundations;

b. Loss of use, delay, loss of markets, penalties for noncompletion, noncompliance with contract conditions, consequential loss of any kind;

c. Explosion, rupture or bursting of steam boilers, steam pipes, steam turbines or steam engines; nor breakdown or derangement of machinery;

d. Infidelity or dishonesty on the part of the Insured or any of his employees or others to whom the insured property may be entrusted (carriers for hire excepted); inventory shortage or unexplained disappearance, unless theft or attempt thereat can be reasonably demonstrated;

e. Loss caused by frost, falling of ice or freezing, unless resulting from damage caused by fire, lightning, explosion, windstorm, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke and collapse;

f. Loss or damage caused by or resulting from electrical failure, electrical injury or disturbance from artificial causes to electrical appliances, devices of any kind or wiring, unless fire or explosion ensues, and then only for the actual loss or damage directly caused by such ensuing fire or explosion;

g. Loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination, all whether controlled or uncontrolled and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction, nuclear radiation or radioactive contamination is insured against by this policy; however, this exclusion shall not apply to loss or damage caused by or resulting from quality control or the monitoring or calibration or measuring equipment or devices employing radioactive source materials;

h. 1. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces;

2. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

3. Insurrection, rebellion, revolution, civil war, usurped power, action taken by governmental authority in hindering, combating and defending against such an occurrence, seizure, destruction under quarantine, customs regulations, confiscation by order of any government, public authority; risks of contraband, illegal transportation and trade;

4. Notwithstanding the above, this policy shall cover loss or damage directly caused by acts committed by an agent(s) of any government, party or faction (except the Insured) engaged in war, hostilities, or other warlike action, provided such agent(s) is acting secretly and not in connection with any operation of armed forces (whether military, naval or air forces) in the country where the property is situated. Nothing in the foregoing shall be construed to include any risks or perils excluded above excepting only the acts of certain agents expressly covered herein, but in no event shall this insurance cover any loss, damage or expense caused by or resulting from any weapon of war employing atomic fission or fusion or radioactive force whether in time of peace or war;

i. Loss or damage caused by renovating or repairing, unless fire or explosion ensues, and then only for actual loss or damage directly caused by such ensuing fire or explosion;

j. Loss or damage covered under any guarantee or warranty (expressed or implied) by any contractor, manufacturer or supplier whether or not such contractor, manufacturer or supplier is an insured under this policy;

k. Loss or damage occasioned directly or indirectly by any ordinance of law, any order of governmental or municipal authority; by suspension, lapse, termination or cancellation of any license, lease or permit, and any injunction or process of any court;

l. Cost of making good faulty or defective workmanship or material, but this exclusion shall not apply to physical damage resulting therefrom;

m. Loss or damage directly or indirectly caused by fault, defect, error or omission in design, plan or specification;

This exclusion does not apply to loss or damage by fire, lightning, windstorm, hail, explosion, riot or civil commotion, aircraft, vehicles, smoke or discharge from fire protection or building service equipment, collapse, to the extent that these perils are insured against in this policy;

n. Loss or damage to insured property while covered by Ocean Marine Insurance or while water-borne in the course of ocean shipment;

o. Loss or damage to the insured property, whether directly or indirectly caused by or resulting from ordinary tidal wash and/or wave wash, except as this exclusion may be modified by DEFINITION - FLOOD AND SURFACE WATER, if a part of this policy hereinafter.

5. MACHINERY: In case of loss or damage to any part of a machine or unit consisting of two or more parts when complete either for sale or use, the liability of the Company shall be limited to the value of the part or parts lost or damaged or, at the Insured's option, the cost and expense of replacing or duplicating the lost or damaged parts or repairing the machine or unit, but in no event shall the cost exceed the value of the machine or unit.

6. AGREEMENT WITH CARRIER: The Insured may waive their right(s) of recovery against private or contract carriers and may accept Bills of Lading or receipts from common carriers limiting the amounts of their liability, but this insurance shall not inure to the benefit of any carrier.

7. CLAIM AGAINST CARRIER: It is hereby understood and agreed that no claim for loss or damage during transit shall be payable hereunder until the Insured has filed claim against the transporting carrier and has made reasonable effort to secure payment of such claim by the carrier and the carrier has, in writing, denied liability; however, nothing herein shall relieve the Insured of any requirements otherwise to report such loss or damage to the Company.

8. SUE AND LABOR: In case of actual (or imminent, with prior notice to and approval from this Company) loss or damage, it shall be lawful and necessary for the Insured, his or their factors, servants or assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the said property insured hereunder, or any part thereof, without prejudice to this insurance; nor shall the acts of the Insured or this Company in recovering, saving, and preserving the insured property in case of loss or damage, be considered a waiver or acceptance of abandonment; to the charge whereof, this Company will contribute according to the rate and quantity of the sum herein insured.

9. NOTICE AND PROOF OF LOSS: In the event of loss or damage under this policy, or which the Insured believes is or may be under this policy, the Insured shall give notice thereof to the Company as soon thereafter as practicable and shall also file with the Company, within ninety (90) days from the date of loss, a detailed sworn proof of loss. Failure by the Insured to report the said loss or damage and to file such sworn proof of loss as hereinbefore provided, shall invalidate any claim under this policy for such loss; however, the Company, upon request in writing by the Insured, may extend such period for filing proof of loss, such request(s) not to be unreasonably denied.

10. VALUATION: This Company shall be liable only to the extent of the Replacement Cost (without deduction for depreciation) of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss.

11. ARBITRATION: In case the Insured and this Company shall fail to agree as to the amount of loss or damage to the property insured, each shall, on the written demand of either, select a competent and disinterested appraiser. The appraisers shall select a competent and disinterested umpire. If failing for 15 days to agree upon such umpire, then on request of the Insured or the Company, such umpire shall be selected by a judge of a court of record in the State in which the insured property is located. The appraisers shall then appraise the loss and damage, stating separately in writing the Replacement Cost (without deduction for

depreciation) at time of loss and amount of loss. If failing to agree the appraisers shall submit their differences to the umpire. An agreement of the amount of loss in writing of any two shall determine the amount of loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and the umpire shall be paid by the parties equally. The Company shall not be held to have waived any of its rights by any act relating to appraisal.

12. LOSS PAYMENT: Loss, if any, to be adjusted with and payable to the Insured. All adjusted claims shall be due and payable thirty (30) days after the presentation and acceptance of satisfactory proof of loss at the office of this Company.

13. SUIT AGAINST COMPANY: No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the Insured shall have fully complied with all the requirements of this policy, nor unless commenced within twelve (12) months next after the happening becomes known to the Insured, unless a longer period of time is provided by applicable statute.

14. ABANDONMENT: There can be no abandonment to this Company of the insured property.

15. SUBCONTRACTORS: In respect to operations performed by subcontractors for the Insured, such subcontractors may, at the request of the Insured, be included in the name of the Insured, but only as regards property of the aforesaid subcontractors, the value of which shall have been included in the Estimated Total Insurable Value as defined in Item G. Loss, if any, arising under this condition, shall be adjusted with and paid to the Insured for the interests of all concerned and whose endorsement of any loss draft shall constitute full and complete release to the Company with respect to all.

16. SUBROGATION:

a. In the event of any payment made hereunder, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

b. Unless otherwise endorsed, it is a condition of this insurance that the Company shall be subrogated, to the extent of payment, to all the Insured's rights of recovery against any architect, or design engineer, whether a named Insured or not, for any loss or damage for which the aforesaid architect, or design engineer would otherwise be legally liable.

c. However, nothing in (a) or (b) above shall limit or otherwise prejudice the privilege of the Insured to waive or otherwise limit such rights, providing such waiving or limiting is done by the Insured in writing, including by execution of contracts, prior to loss or damage for which claim is made.

17. OCCUPANCY: It is a condition of this insurance that this project as described in Item F shall not be occupied without obtaining the consent of this Company endorsed hereon with proper rate adjustment; except that machinery may be set up and operated solely for the purpose of testing (as specified by Item H), or as may be required for the protection and preservation of the project, the same without prejudice to this Company.

18. CANCELLATION: This policy shall be canceled either by the Insured or by the Company by mailing to the other at the address shown on this policy written notice stating when not less than thirty (30) days thereafter such cancellation shall be effective, except as respects cancellation for nonpayment of premium in which case this Company shall cancel by mailing to the Insured at the address shown on this policy written notice stating when not less than ten (10) days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such notice either by the Insured or the Company shall be equivalent to mailing. The mailing or delivery of any notice by the Insured to:

shall be tantamount to mailing or delivery to the Company.

19. AUDIT: The Company, through its authorized representative, shall be priviledged to inspect the books and records of the Insured pertaining to the subject matter of this insurance at all reasonable times during the life of this policy and for twelve (12) months after the expiration or termination date of the insurance. Any evasion or attempted evasion by the Insured in connection with statements, payment of premium or any matter relating to this insurance shall void such policy and shall be an absolute defense to any suit or action brought under such policy.

20. FINAL ADJUSTMENT: Upon completion of the project, the Insured will report the actual Total Insurable Value of the property at risk as defined below. If this is in excess of the estimated Total Insurable Value as stated in Item G, the Insured will pay this Company an additional premium on the amount of such excess at the policy rate for the term of the project. If the actual Total Insurable Value is less than the estimated Total Insurable Value, then this Company will return premium to the Insured at the same rate.

21. TOTAL INSURABLE VALUE shall be defined as the 100% Total Contract Value of the property at risk less the 100% Contract Value of those items excluded in entirety from coverage by the terms and conditions of this policy.

22. OTHER INSURANCE: This policy shall not cover to the extent of any other insurance whether prior or subsequent hereto in date, and by whomsoever effected, directly or indirectly covering the same property against the same perils; and this Company shall be liable for loss or damage only for the excess value beyond the amount due from such other insurance.

23. GENERAL AVERAGE AND SALVAGE: General average, salvage and special charges payable if and as required.

24. CONFLICT OF WORDING: The conditions contained in this form shall supersede those of the basic policy to which this form is attached wherever the same may conflict.

25. CONFORMANCE: The terms of this policy which are in conflict with the applicable statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

26. TITLES OF PARAGRAPHS: The several titles of the various paragraphs of this form (and of endorsements and supplemental contracts, if any, now or hereafter attached to this policy) are inserted solely for convenience or reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

DEFINITIONS

1. FLOOD AND SURFACE WATER: The term "flood", as insured hereunder, shall mean waves (unless otherwise excluded herein), tide or tidal water and rising (including the overflowing or breaking of boundaries) of lakes, ponds, reservoirs, rivers, streams, harbors and similar bodies of water. The term "surface water", as insured hereunder, shall mean seepage, leakage or influx of water (immediately derived from natural sources) through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors; and shall also include all water which backs up through sewers or drains.

   The term "flood" as insured hereunder, shall also include "mudslide" if resulting from "flood" or "surface waters" as defined above, or which can be reasonably demonstrated to have been so caused.

A single occurrence of loss or damage caused by or resulting from "flood" and "surface water" as defined herein shall also include all such loss or damage caused by or resulting from or related to a single natural event or catastrophe whether or not at more than one location insured hereunder, except that all such locations must be related to a single project or job.

2. EARTHQUAKE: Each loss by earthquake shock or volcanic action shall constitute a single claim hereunder. However, should more than one such earthquake shock or volcanic action occur within any period of seventy-two (72) hours during the term of this policy, such earthquake shocks or volanic actions shall be deemed to be a single loss within the meaning hereof. This Company shall not be liable for any loss caused by any earthquake shock or volanic action occurring before the effective date and time of this policy, nor for any loss occurring after the expiration date and time of this policy.

The terms "earthquake shock" or "volcanic action" shall be also understood to include "subsidence" or other earth movement.

The Insured may elect the moment from which any such seventy-two hour period shall be deemed to have commenced, provided it shall not be earlier than the time of the first loss sustained by the Insured during the occurrence.

This form is effective 12:01 A.M. and forms a part of

Policy No. Issued to

by

_____ 19___ By_____
for the Company

M E M O R A N D U M

February 11, 1982

TO: Bill Lund

FROM: Lon Jamison

RE: Centerdale Manor
North Providence, RI - Job No. 120

Attached hereto are the original and two copies of the Certificates of Insurance which you requested on the above referenced project.

LWJ:kr

Attachment

Original to Jim O'Leary

CERTIFICATE OF INSURANCE

AIA DOCUMENT G705

This certifies to the Addressee shown below that the following described policies, subject to their terms, conditions and exclusions, have been issued to:

NAME & ADDRESS OF INSURED: Marshall Contractors, Inc.
75 Newman Avenue, Rumford, Rhode Island 02916

COVERING (SHOW PROJECT NAME AND/OR NUMBER AND LOCATION): Centredale Manor
Smith Street, North Providence, Rhode Island

Addressee: (Owner)
Centredale Manor Associates and
Rhode Island Housing and Finance Corporation
40 Westminster Street
Providence, Rhode Island 02903

Date: February 10, 1982

	KIND OF INSURANCE	POLICY NUMBER	Inception-Expiration Date	LIMITS OF LIABILITY	
*	1. (a) Workmen's Comp. (b) Employers' Liability	FY9355-040	4/1/81-82	$	Statutory Workmen's Compensation
				$ 100,000	One Accident and Aggregate Disease
*	2. Comprehensive General Liability	CY9355-039	4/1/81-82	$ 500,000	Each Occurrence—Premises and Operations
				$ 500,000	Each Occurrence—Independent Contractors
	(a) Bodily Injury			$ 500,000	Each Occurrence—COMPLETED OPERATIONS AND PRODUCTS
				$ 500,000	Each Occurrence—Contractual
*				$ 500,000	Aggregate—COMPLETED OPERATIONS AND PRODUCTS
	(b) Personal Injury	CY9355-039	4/1/81-82	$ 500,000	Each Person Aggregate
				$ 500,000	General Aggregate
*		CY9355-039	4/1/81-82	$ 500,000	Each Occurrence—Premises—Operations
				$ 500,000	Each Occurrence—INDEPENDENT CONTRACTOR
	(c) Property Damage			$ 500,000	Each Occurrence—COMPLETED OPERATIONS AND PRODUCTS
				$ 500,000	Each Occurrence—Contractual
				$ 500,000	Aggregate—
*				$ 500,000	Aggregate—OPERATIONS, INDEPENDENT CONTRACTOR PRODUCTS AND CONTRACTUAL
	3. Comprehensive Automobile Liability	CY9355-041	4/1/81-82		
	(a) Bodily Injury			$ 500,000	Each Person— CSL
	(b) Property Damage			$ 500,000	Each Occurrence— CSL
				$ 500,000	Each Occurrence— CSL
**	4. (Other) UMBRELLA	510 1980	4/1/81-82	$10,000,000	Each Occurrence

UNDER GENERAL LIABILITY POLICY OR POLICIES

	Yes	No
1. Does Property Damage Liability Insurance shown include coverage for XC and U hazards?	X	
2. Is Occurrence Basis Coverage provided under Property Damage Liability?	X	
3. Is Broad Form Property Damage Coverage provided for this Project?	X	
4. Does Personal Injury Liability Insurance include coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Insured?	X	
5. Is coverage provided for Contractual Liability (including indemnification provision) assumed by Insured?	X	

UNDER AUTOMOBILE LIABILITY POLICY OR POLICIES

1. Does coverage above apply to non-owned and hired automobiles?	X	
2. Is Occurrence Basis Coverage provided under Property Damage Liability?	X	

CANCELLATION OR NON-RENEWAL
In the event of cancellation or non-renewal of any of the foregoing, 30 days written notice shall be given to the party to whom this certificate is addressed.

EXTENT OF CERTIFICATION
This certificate is issued as a matter of information only and confers no rights upon the holder. By its issuance the company does not alter, change, modify or extend any of the provisions of the above policies.

*Commercial Union Insurance Company
**Lexington Insurance Company
NAME OF INSURANCE COMPANY
*One Beacon Street, Boston, Massachusetts
**100 Summer Street, Boston, Massachusetts
ADDRESS
ROLLINS BURDICK HUNTER CO. OF MASS., INC.
SIGNATURE OF AUTHORIZED REPRESENTATIVE

AIA DOCUMENT G705 • CERTIFICATE OF INSURANCE • FEBRUARY 1970 EDITION • AIA® • ©1970 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

CERTIFICATE OF INSURANCE

AIA DOCUMENT G705

This certifies to the Addressee shown below that the following described policies, subject to their terms, conditions and exclusions, have been issued to:

NAME & ADDRESS OF INSURED: Marshall Contractors, Inc. 75 Newman Avenue, Rumford, Rhode Island 02916

COVERING (SHOW PROJECT NAME AND/OR NUMBER AND LOCATION): Centredale Manor Smith Street, North Providence, Rhode Island

Addressee: (Owner)

Centredale Manor Associates and
Rhode Island Housing and Finance Corporation
40 Westminster Street
Providence, Rhode Island 02903

Date: February 10, 1982

	KIND OF INSURANCE	POLICY NUMBER	Inception/Expiration Date	LIMITS OF LIABILITY	
*	1. (a) Workmen's Comp. (b) Employers' Liability	FY9355-040	4/1/81-82	$	Statutory Workmen's Compensation
*	2. Comprehensive General Liability	CY9355-039	4/1/81-82	$ 100,000	One Accident and Aggregate Disease
				$ 500,000	Each Occurrence—Premises and Operations
				$ 500,000	Each Occurrence—Independent Contractors
	(a) Bodily Injury			$ 500,000	Each Occurrence—COMPLETED OPERATIONS AND PRODUCTS
				$ 500,000	Each Occurrence—Contractual
*				$ 500,000	Aggregate—COMPLETED OPERATIONS AND PRODUCTS
	(b) Personal Injury	CY9355-039	4/1/81-82	$ 500,000	Each Person Aggregate
				$ 500,000	General Aggregate
*		CY9355-039	4/1/81-82	$ 500,000	Each Occurrence—Premises—Operations
				$ 500,000	Each Occurrence—INDEPENDENT CONTRACTOR
	(c) Property Damage			$ 500,000	Each Occurrence—COMPLETED OPERATIONS AND PRODUCTS
				$ 500,000	Each Occurrence—Contractual
				$ 500,000	Aggregate—
*				$ 500,000	Aggregate—OPERATIONS INDEPENDENT CONTRACTOR PRODUCTS AND CONTRACTUAL
*	3. Comprehensive Automobile Liability	CY9355-041	4/1/81-82	$ 500,000	Each Person— CSL
	(a) Bodily Injury			$ 500,000	Each Occurrence— CSL
	(b) Property Damage			$ 500,000	Each Occurrence— CSL
**	4. (Other) UMBRELLA	510 1980	4/1/81-82	$10,000,000	Each Occurrence

UNDER GENERAL LIABILITY POLICY OR POLICIES

	Yes	No
1. Does Property Damage Liability Insurance shown include coverage for XC and U hazards?	X	
2. Is Occurrence Basis Coverage provided under Property Damage Liability?	X	
3. Is Broad Form Property Damage Coverage provided for this Project?	X	
4. Does Personal Injury Liability Insurance include coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Insured?	X	
5. Is coverage provided for Contractual Liability (including indemnification provision) assumed by Insured?	X	

UNDER AUTOMOBILE LIABILITY POLICY OR POLICIES

1. Does coverage above apply to non-owned and hired automobiles?	X	
2. Is Occurrence Basis Coverage provided under Property Damage Liability?	X	

CANCELLATION OR NON-RENEWAL
In the event of cancellation or non-renewal of any of the foregoing, 30 days written notice shall be given to the party to whom this certificate is addressed.

EXTENT OF CERTIFICATION
This certificate is issued as a matter of information only and confers no rights upon the holder. By its issuance the company does not alter, change, modify or extend any of the provisions of the above policies.

*Commercial Union Insurance Company
**Lexington Insurance Company
NAME OF INSURANCE COMPANY
*One Beacon Street, Boston, Massachusetts
**100 Summer Street, Boston, Massachusetts
AGENT'S ADDRESS

ROLLINS, BURDICK, HUNTER OF MASS., INC.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

THE ROBINSON GREEN BERETTA CORPORATION
2 JOHN STREET PROVIDENCE, RHODE ISLAND 02906 401 272-1730

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.

ADP 000096

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

AMENDMENT

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

MARSHALL CONTRACTORS, INC.
75 Newman Avenue
Rumford, R.I. 02916
(401) 438-3500

Project Centerdale Manor
North Providence, RI

Amendment No. 1
Arch/Owner Change Order No.
Subcontract/CPO No. S120-5
Vendor No. 16020
Cost Code No. 02120/35

We hereby authorize the following changes to the Scope of the Work of your Subcontract and/or Contract Purchase Order on the above captioned project. All other terms and conditions of your Contract remain unchanged.

DESCRIPTION OF CHANGE

Additional trucking costs to haul solid waste material to the Davis Landfill at the direction of the Department of Environmental Management.

Lump Sum Increase $7,700.00

Previous Contract Amount $160,000.00
Add for this Amendment 7,700.00
Deduct for this Amendment

Revised Contract Amount $167,700.00

Please indicate acceptance of this change by signing one copy in the space provided below and return it to this office promptly.

ADP 000098

AGREED & ACCEPTED BY:

MARSHALL CONTRACTORS, INC.
Contractor
By: L. W. Jamison
Title Vice President - Purchasing
Date March 31, 1982

C. Pezza & Son, Inc.
Subcontractor/Vendor
By: Leonard A Pezza VP
LEONARD A PEZZA
Title
Date

AMENDMENT

cc Accounting

C. Pezza & Son, Inc.
50 Putnam Ave.
Johnston, RI 02919

MARSHALL CONTRACTORS, INC.
75 Newman Avenue
Rumford, R.I. 02916
(401) 438-3500

Project Centerdale Manor
E. Providence, RI

Amendment No. 4

Arch/Owner Change Order No.

Subcontract/CPO No. S120-5

Vendor No. 10020
Cost Code No. 02055

We hereby authorize the following changes to the Scope of the Work of your Subcontract and/or Contract Purchase Order on the above captioned project. All other terms and conditions of your Contract remain unchanged.

DESCRIPTION OF CHANGE

Remove barrels from below grade at south parking lot and locate in fenced enclosure for examination by RI DEM. Work performed up to and including April 20, 1982.

Add 2,340.00

Previous Contract Amount $177,541.00
Add for this Amendment 2,340.00
Deduct for this Amendment

Revised Contract Amount $179,881.00

Please indicate acceptance of this change by signing one copy in the space provided below and return it to this office promptly.

ADP 000099

AGREED & ACCEPTED BY:

MARSHALL CONTRACTORS, INC.
Contractor

By: L.W. Jamison

Title L.W. Jamison, V.P. Purchasing

Date 5/21/82

C. PEZZA & SON, INC.
Subcontractor/Vendor

By: Samuel A Pezza VP

Title VICE PRESIDENT

Date 5/26/82

AMENDMENT

CC Accounting

C. Pezza & Son, Inc.
90 Putnam Avenue
Johnston, RI 02919

MARSHALL CONTRACTORS, INC.
75 Newman Avenue
Rumford, R.I. 02916
(401) 438-3500

Project Centerdale Manor
N. Providence, RI

Amendment No. 5

Arch/Owner Change Order No.

Subcontract/CPO No. S120-5
Vendor No. 16020
Cost Code No. 01500/43

We hereby authorize the following changes to the Scope of the Work of your Subcontract and/or Contract Purchase Order on the above captioned project. All other terms and conditions of your Contract remain unchanged.

DESCRIPTION OF CHANGE

T&M for snow removal and welder rental.

Previous Contract Amount $179,881.00
Add for this Amendment 180.00
Deduct for this Amendment

Revised Contract Amount $180,061.00

Please indicate acceptance of this change by signing one copy in the space provided below and return it to this office promptly.

AGREED & ACCEPTED BY:

ADP 000100

MARSHALL CONTRACTORS, INC.
Contractor

By:

Title L. W. Jamison, V.P. Purchasing

Date 1/21/92

C. PEZZA & SON, INC.
Subcontractor/Vendor

By: Leonard C. Pezza VP

Title VICE PRESIDENT

Date 1-11-92

AMENDMENT

CC Accounting

C. Pezza & Son, Inc.
50 Putnam Ave.
Johnston, RI 02919

VJ

MARSHALL CONTRACTORS, INC.
75 Newman Avenue
Rumford, R.I. 02916
(401) 438-3500

Project Centerdale Manor
N. Providence, RI

Amendment No. 6

Arch/Owner Change Order No. CO#1 COR#1

Subcontract/CPO No. S120-5

We hereby authorize the following changes to the Scope of the Work of your Subcontract and/or Contract Purchase Order on the above captioned project. All other terms and conditions of your Contract remain unchanged.

DESCRIPTION OF CHANGE

Excavate unsuitable soil material and debris below elevation of strip line at 93.33 and replace with compacted gravel.

Previous Contract Amount $160,061.00
Add for this Amendment 7,953.00
Deduct for this Amendment

Revised Contract Amount $188,019.00

Please indicate acceptance of this change by signing one copy in the space provided below and return it to this office promptly.

AGREED & ACCEPTED BY:

ADP 000101

MARSHALL CONTRACTORS, INC.
Contractor

By: L. W. Jamison

Title L. W. Jamison, V.P. Purchasing

Date 5/21/82

C. PEZZA & SON, INC.
Subcontractor/Vendor

By: Edmund A. Pezza VP

Title VICE PRESIDENT

Date 5/26/82

AMENDMENT

cc Accounting

C. PEZZA & SON, INC.
[illegible] Putnam Avenue
Johnston, RI 02919

MARSHALL CONTRACTORS, INC.
75 Newman Avenue
Rumford, R.I. 02916
(401) 438-3500

Project Centerdale Manor
N. Providence, RI

Amendment No. 7
Arch/Owner Change Order No. COR #5
Subcontract/CPO No. S120-5
Vendor No. 16020
Cost Code No. 02100/35

We hereby authorize the following changes to the Scope of the Work of your Subcontract and/or Contract Purchase Order on the above captioned project. All other terms and conditions of your Contract remain unchanged.

DESCRIPTION OF CHANGE

Furnish and install an 8' strip of Class B stone along the rivers edge in the area of the north retention basin--as directed by the Superintendent. Quantities are to be verified by field measurement at a unit cost of $37.00 per square yard. Costs are not to exceed $10,175.00 without prior written authorization from the Project Manager.

Previous Contract Amount $188,019.00
Add for this Amendment 10,175.00
Deduct for this Amendment

Revised Contract Amount $198,194.00

Please indicate acceptance of this change by signing one copy in the space provided below and return it to this office promptly.

AGREED & ACCEPTED BY:

ADP 000102

MARSHALL CONTRACTORS, INC.
Contractor
By: [signature]
Title L.W. Jamison, V.P. Purchasing
Date 5/21/87

C. PEZZA & SON, INC.
Subcontractor/Vendor
By: [signature]
Title VICE PRESIDENT
Date 5/21/87

AMENDMENT

CC Accounting

C. Pezza & Son, Inc.
90 Putnam Avenue
Johnston, RI 02919

MARSHALL CONTRACTORS, INC.
75 Newman Avenue
Rumford, R.I. 02916
(401) 438-3500

Project Centerdale Manor
N. Providence, RI

Amendment No. 3

Arch/Owner Change Order No. COR #6

Subcontract/CPO No. S120-5

Vendor No. 16020
Cost Code No. 02055/35

We hereby authorize the following changes to the Scope of the Work of your Subcontract and/or Contract Purchase Order on the above captioned project. All other terms and conditions of your Contract remain unchanged.

DESCRIPTION OF CHANGE

Remove burried slabwork, foundations, etc. uncovered in the wetlands retention area north of the north parking lot on a time and materials basis. Equipment and labor rates are to be submitted for approval prior to the commencement of the work. Costs are not to exceed $10,000.00 without prior written approval of the Project Manager.

Previous Contract Amount $198,194.00
Add for this Amendment 10,000.00
Deduct for this Amendment

Revised Contract Amount $208,194.00

Please indicate acceptance of this change by signing one copy in the space provided below and return it to this office promptly.

AGREED & ACCEPTED BY:

ADP 000103

MARSHALL CONTRACTORS, INC.
Contractor

By:

Title L.J. Jarisch, V.P. Purchasing

Date 5/11/82

C. PEZZA & SON, INC.
Subcontractor/Vendor

By: Leonard A Pezza VP

Title VICE PRESIDENT

Date 5/26/82

AMENDMENT CC Accounting

C. Pezza & Son, Inc.
90 Putnam Avenue
Johnston, RI 02919

MARSHALL CONTRACTORS, INC.
75 Newman Avenue
Rumford, R.I. 02916
(401) 438-3500

Project Centerdale Manor
N. Providence, RI

Amendment No. 9

Arch/Owner Change Order No. _____

Subcontract/CPO No. S120-5

Vendor No. 16020
Cost Code No. 02713

We hereby authorize the following changes to the Scope of the Work of your Subcontract and/or Contract Purchase Order on the above captioned project. All other terms and conditions of your Contract remain unchanged.

DESCRIPTION OF CHANGE For the additional Cost of Bond Premium

Previous Contract Amount $208,194.00
Add for this Amendment 1,440.00
Deduct for this Amendment _____

Revised Contract Amount $209,634.00

Please indicate acceptance of this change by signing one copy in the space provided below and return it to this office promptly.

AGREED & ACCEPTED BY:

ADP 000104

MARSHALL CONTRACTORS, INC.
Contractor

By: _____

Title L.W. Jamison, V.P. Purchasing

Date _____

C. PEZZA & SON, INC.
Subcontractor/Vendor

By: _____

Title Vice President

Date 6/25/1982

AMENDMENT

CC Accounting

C. Pezza & Son, Inc.
90 Putnam Avenue
Johnston, RI 02919

MARSHALL CONTRACTORS, INC.
75 Newman Avenue
Rumford, R.I. 02916
(401) 438-3500

Project Centerdale Manor
N. Providence, RI

Amendment No. 10
Arch/Owner Change Order No. _____
Subcontract/CPO No. _____
Vendor No. 16020
Cost Code No. -- See Below

We hereby authorize the following changes to the Scope of the Work of your Subcontract and/or Contract Purchase Order on the above captioned project. All other terms and conditions of your Contract remain unchanged.

DESCRIPTION OF CHANGE

Excavate and backfill interior mechanical piping 683 L.F. at $2.00 Cost Code 02200.	$1,366.00 #10
Excavate and backfill for site electric lines (only a partial) 945 L.F. at $1.50.	$1,417.50 #11
3 hand holes at $45.00 Cost Code 02700	135.00
	$1,552.00
Welding pencil rod for foundations Cost Code 03100/01	$60.00 #8

Previous Contract Amount	$209,634.00
Add for this Amendment	2,978.00
Deduct for this Amendment	
Revised Contract Amount	$212,612.00

Please indicate acceptance of this change by signing one copy in the space provided below and return it to this office promptly.

AGREED & ACCEPTED BY:

ADP 000105

MARSHALL CONTRACTORS, INC.
Contractor

By: _____

Title L.W. Jamison, V.P. Purchasing

Date 3/2/95

C. PEZZA & SON, INC.
Subcontractor/Vendor

By: _____

Title V Pres

Date 4-9-95

AMENDMENT

cc Accounting

C. Pezza & Son, Inc.
90 Putnam Avenue
Johnston, RI

MARSHALL CONTRACTORS, INC.
75 Newman Avenue
Rumford, R.I. 02916
(401) 438-3500

Project Centerdale Manor
N. Providence, RI

Amendment No. 11
Arch/Owner Change Order No. COR #2
Subcontract/CPO No. 120-5

Vendor No. 16020
Cost Code No. 02055

We hereby authorize the following changes to the Scope of the Work of your Subcontract and/or Contract Purchase Order on the above captioned project. All other terms and conditions of your Contract remain unchanged.

DESCRIPTION OF CHANGE

Additional Bond Premium	$450.00	#13
Remove unsuitable material at water line	1,512.00	
Remove and replace sludge pits at north parking lot and around building	12,397.00	Pezza Co. #9 ✓
All work in accordance with the Architect's Construction Change Order Authorization No. 1 dated 4/5/82.		

Previous Contract Amount $212,612.00
Add for this Amendment 14,359.00
Deduct for this Amendment

Revised Contract Amount $226,971.00

Please indicate acceptance of this change by signing one copy in the space provided below and return it to this office promptly.

AGREED & ACCEPTED BY:

ADP 000106

MARSHALL CONTRACTORS, INC.
Contractor

By: [signature]
Title L.W. Jamison, V.P. Purchasing
Date

C. PEZZA & SON, INC.
Subcontractor/Vendor

By: [signature]
Title V. Pres.
Date

AMENDMENT

cc Accounting

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

MARSHALL CONTRACTORS, INC.
75 Newman Avenue
Rumford, R.I. 02916
(401) 438-3500

Project Centerdale Manor
No. Providence, RI

Amendment No. 12
Arch/Owner Change Order No. C.O.R. #6
Subcontract/CPO No. 120-5
Vendor No. 16020
Cost Code No. 02055/35

We hereby authorize the following changes to the Scope of the Work of your Subcontract and/or Contract Purchase Order on the above captioned project. All other terms and conditions of your Contract remain unchanged.

DESCRIPTION OF CHANGE

To finalize the additional costs to remove buried foundations in accordance with Subcontractor Amendment No. 8 dated 5-21-82 in accordance with Invoice #16 dated 7-22-82 in the amount of $4,520.00

Previous Contract Amount	$226,971.00
Add for this Amendment	
Deduct for this Amendment	5,480.00
Revised Contract Amount	$221,491.00

Please indicate acceptance of this change by signing one copy in the space provided below and return it to this office promptly.

AGREED & ACCEPTED BY:

ADP 000107

MARSHALL CONTRACTORS, INC.
Contractor
By: L. W. Jamison
Title Vice President - Purchasing
Date 8/3/82

C. Pezza & Sons, Inc.
Subcontractor/Vendor
By: Leonard A. Pezza
Title V. Pres
Date 8-5-82

AMENDMENT

CC Accounting

C. Pezza & Son, Inc.
90 Putnam Avenue
Johnston, RI 02919

MARSHALL CONTRACTORS, INC.
75 Newman Avenue
Rumford, R.I. 02916
(401) 438-3500

Project Centerdale Manor
North Providence, RI

Amendment No. 13

Arch/Owner Change Order No. N/A

Subcontract/CPO No. S120-5
Vendor No. 16020
Cost Code No. 02480/39

We hereby authorize the following changes to the Scope of the Work of your Subcontract and/or Contract Purchase Order on the above captioned project. All other terms and conditions of your Contract remain unchanged.

DESCRIPTION OF CHANGE

Furnish, deliver, unload and spread topsoil as specified under Section 02480 - LANDSCAPING WORK.

Furnish Loam	$ 9,000.00
6% RIST	540.00
Deliver, unload, spread	8,960.00
Total Add	$18,500.00

Previous Contract Amount $221,491.00
Add for this Amendment 18,500.00
Deduct for this Amendment

Revised Contract Amount $239,991.00

Please indicate acceptance of this change by signing one copy in the space provided below and return it to this office promptly.

AGREED & ACCEPTED BY:

ADP 000108

MARSHALL CONTRACTORS, INC.
Contractor

By: L. W. Jamison

Title Vice President - Purchasing

Date August 5, 1982

C. Pezza & Son, Inc.
Subcontractor/Vendor

By:

Title V. Pres

Date 8-7-82

AMENDMENT

C. Pezza & Son, Inc.
90 Putnam Ave.
Johnston, RI 02919

MARSHALL CONTRACTORS, INC.
75 Newman Avenue
Rumford, R.I. 02916
(401) 438-3500

Project Centerdale Manor
No. Providence, RI

Amendment No. 14

Arch/Owner Change Order No. N/A

Subcontract/CPO No. S/120-5

Vendor No. 16020
Cost Code No. 02722/36

We hereby authorize the following changes to the Scope of the Work of your Subcontract and/or Contract Purchase Order on the above captioned project. All other terms and conditions of your Contract remain unchanged.

DESCRIPTION OF CHANGE

Revised details in accordance with Drawing C-7 dated March 10, 1982.

Previous Contract Amount	$ 239,991.00
Add for this Amendment	4,161.00
Deduct for this Amendment	
Revised Contract Amount	$ 244,152.00

Please indicate acceptance of this change by signing one copy in the space provided below and return it to this office promptly.

AGREED & ACCEPTED BY:

ADP 000109

MARSHALL CONTRACTORS, INC.
Contractor

By: L.W. Jamison

Title L.W. Jamison, V.P. Purchasing

Date September 14, 1982

C. Pezza & Son Inc
Subcontractor/Vendor

By: Edward A Pezza

Title V. Pres

Date 9-25-82

AMENDMENT cc Accounting

C. Pezza & Son, Inc.
90 Putnam Ave.
Johnston, RI 02919

MARSHALL CONTRACTORS, INC.
75 Newman Avenue
Rumford, R.I. 02916
(401) 438-3500

Project Canterdale Manor

Amendment No. 15

Arch/Owner Change Order No. COR #2

Subcontract/~~CPO~~ No. 120-5

Vendor No. 16020

Cost Code No. 02055/35

We hereby authorize the following changes to the Scope of the Work of your Subcontract and/or Contract Purchase Order on the above captioned project. All other terms and conditions of your Contract remain unchanged.

DESCRIPTION OF CHANGE

Adjust and finalize dump charges in accordance with Amendment #2.

Cost included are Invoice #2 for $ 2300.00 and Invoice #4 for $633.00.

Previous Contract Amount $ 244,152.00
Add for this Amendment
Deduct for this Amendment 2,067.00

Revised Contract Amount $ 242,085.00

Please indicate acceptance of this change by signing one copy in the space provided below and return it to this office promptly.

AGREED & ACCEPTED BY:

ADP 000110

MARSHALL CONTRACTORS, INC.
Contractor

By: [signature]

Title L.W. Jamison, V.P. Purchasing

Date September 14, 1982

C. Pezza & Son, Inc.
Subcontractor/Vendor

By: [signature]

Title V. Pres

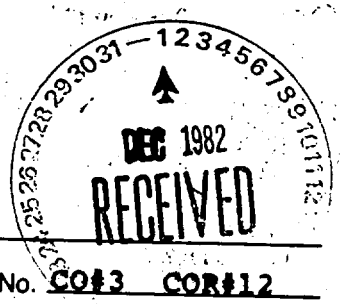
Date 9-25-82

AMENDMENT

cc. Acctg

C. Pezza and Son, Inc.
90 Putnam Ave.
Johnston, R.I. 02919

MARSHALL CONTRACTORS, INC.
75 Newman Avenue
Rumford, R.I. 02916
(401) 438-3500



Project Centerdale Manor
No. Providence, R.I.

Amendment No. 16

Arch/Owner Change Order No. CO#3 COR#12

Subcontract/CPO No. 120-5

Vendor # 16020
Cost Code 02232/35

We hereby authorize the following changes to the Scope of the Work of your Subcontract and/or Contract Purchase Order on the above captioned project. All other terms and conditions of your Contract remain unchanged.

DESCRIPTION OF CHANGE

Furnish and install gravel base in accordance with Skatch No. SK-3 dated 6/15/82 on a time and material basis with costs not to exceed $4,385.00. This work is not to proceed until written authorization is received indicating approval by the Department of Environmental Management.

Previous Contract Amount	$ 242,085.00
Add for this Amendment	4,385.00
Deduct for this Amendment	
Revised Contract Amount	$ 246,470.00

Please indicate acceptance of this change by signing one copy in the space provided below and return it to this office promptly.

AGREED & ACCEPTED BY:

ADP 000111

MARSHALL CONTRACTORS, INC.
Contractor

By: L.W. Jamison

Title L.W. Jamison, V.P. Purchasing

Date November 19, 1982

C. PEZZA and SON, INC.
Subcontractor/Vendor

By: Leonard A Pezza VP

Title Leonard A. Pezza, V.P.

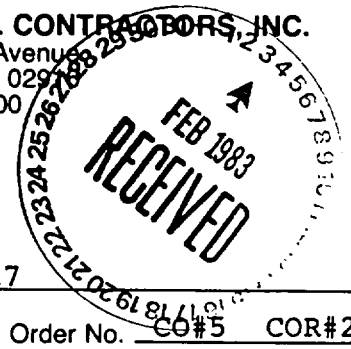
Date November 29, 1982

C. Pezza & Son, Inc.
90 Putnam Ave.
Johnston, RI 02919

AMENDMENT

CC Acctg

MARSHALL CONTRACTORS, INC.
75 Newman Avenue
Rumford, R.I. 02916
(401) 438-3500



Project Centerdale Manor
N. Providence, RI

Amendment No. 17
Arch/Owner Change Order No. CO#5 COR#2
Subcontract/CPO No. 120-5

Vendor #16020
Cost Code #02055/35

We hereby authorize the following changes to the Scope of the Work of your Subcontract and/or Contract Purchase Order on the above captioned project. All other terms and conditions of your Contract remain unchanged.

DESCRIPTION OF CHANGE

Remove and replace 383 CY sludge material per your extra #18.

Previous Contract Amount $246,470.00
Add for this Amendment 4,405.00
Deduct for this Amendment

Revised Contract Amount $250,875.00

Please indicate acceptance of this change by signing one copy in the space provided below and return it to this office promptly.

AGREED & ACCEPTED BY:

ADP 000112

MARSHALL CONTRACTORS, INC.
Contractor
By: L.W. Jamison
Title L.W. Jamison, V.P. - Administration
Date January 25, 1983

C. Pezza & Son, Inc.
Subcontractor/Vendor
By: Leonard A. Pezza
Title V. Pres
Date 2-2-83

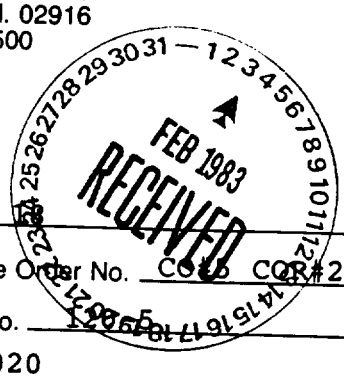
C. Pezza & Son, Inc.
90 Putnam Ave.
Johnston, RI 02919

√

AMENDMENT

cc Acctg

MARSHALL CONTRACTORS, INC.
75 Newman Avenue
Rumford, R.I. 02916
(401) 438-3500



Project Centerdale Manor
N. Providence, RI

Amendment No. 18
Arch/Owner Change Order No. COR#20
Subcontract/CPO No. 5

Vendor No. 16020
Cost Code #02271

We hereby authorize the following changes to the Scope of the Work of your Subcontract and/or Contract Purchase Order on the above captioned project. All other terms and conditions of your Contract remain unchanged.

DESCRIPTION OF CHANGE

Finalize Amendment #7 to total Cost of $10,304.50 ADD: $129.50

Previous Contract Amount $250,875.00
Add for this Amendment 129.50
Deduct for this Amendment

Revised Contract Amount $251,004.50

Please indicate acceptance of this change by signing one copy in the space provided below and return it to this office promptly.

AGREED & ACCEPTED BY:

ADP 000113

MARSHALL CONTRACTORS, INC.
Contractor
By:
Title L.W. Jamison, V.P. - Administration
Date January 25, 1983

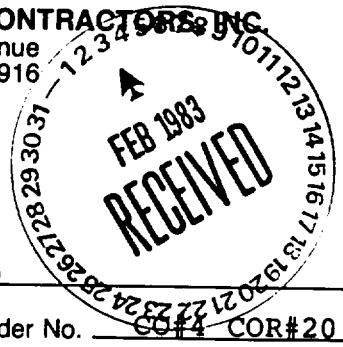
C. Pezza & Son, Inc.
Subcontractor/Vendor
By:
Title V. Pres
Date 2-2-83

C. Pezza & Son, Inc.
90 Putnam Ave.
Johnston, RI 02919

AMENDMENT

cc Acctg

MARSHALL CONTRACTORS, INC.
75 Newman Avenue
Rumford, R.I. 02916
(401) 438-3500



Project Centerdale Manor
N. Providence, RI

Amendment No. 19
Arch/Owner Change Order No. ~~CO#4~~ COR#20
Subcontract/CPO No. 120-5

Vendor #16020
Cost Code #02400

We hereby authorize the following changes to the Scope of the Work of your Subcontract and/or Contract Purchase Order on the above captioned project. All other terms and conditions of your Contract remain unchanged.

DESCRIPTION OF CHANGE

Furnish and install approximately 400 lf. of 6' wide stone swale from the storm line uncovered along the easterly property line to the pond at the rear of the building.

Previous Contract Amount $251,004.50
Add for this Amendment 10,000.00
Deduct for this Amendment

Revised Contract Amount $261,004.50

Please indicate acceptance of this change by signing one copy in the space provided below and return it to this office promptly.

ADP 000114

AGREED & ACCEPTED BY:

MARSHALL CONTRACTORS, INC.
Contractor

By: J.W. Jamison

Title J.W. Jamison, V.P. - Administration

Date January 25, 1983

C. Pezza & Son, Inc.
Subcontractor/Vendor

By: Leonard A. Pezza VP

Title VICE PRESIDENT

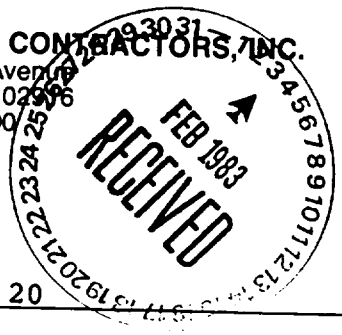
Date FEB 2, 1983

C. Pezza & Son, Inc.
90 Putnam Ave.
Johnston, RI 02919

AMENDMENT

cc Acctg

MARSHALL CONTRACTORS, INC.
75 Newman Avenue
Rumford, R.I. 02916
(401) 438-3500



Project Centerdale Manor
N. Providence, RI

Amendment No. 20
Arch/Owner Change Order No. COR#11
Subcontract/CPO No. 120-5

Vendor #16020
Cost Code #02232

We hereby authorize the following changes to the Scope of the Work of your Subcontract and/or Contract Purchase Order on the above captioned project. All other terms and conditions of your Contract remain unchanged.

DESCRIPTION OF CHANGE

Furnish and install gravel to the parking lot areas that were washed out on June 6, 1982. Negotiated settlement of your CO#19

Previous Contract Amount $261,004.50
Add for this Amendment 2,200.00
Deduct for this Amendment

Revised Contract Amount $263,204.50

Please indicate acceptance of this change by signing one copy in the space provided below and return it to this office promptly.

AGREED & ACCEPTED BY:

ADP 000115

MARSHALL CONTRACTORS, INC.
Contractor

By: [signature]
Title L.W. Jamison, V.P. - Administration
Date January 25, 1983

C. Pezza & Son, Inc.
Subcontractor/Vendor

By: [signature]
Title V. Pres
Date 2-2-83

AMENDMENT

CC Acctg

MARSHALL CONTRACTORS, INC.
75 Newman Avenue
Rumford, R.I. 02916
(401) 438-3500

C. Pezza & Son, Inc.
90 Putnam Ave.
Johnston, R.I. 02919

Project Centerdale Manor
No. Providence, R.I.

Amendment No. 21
Arch/Owner Change Order No. ____
Subcontract/~~PO~~ No. 120-5
Vendor No. 16020
Cost Code No. 02700/36

We hereby authorize the following changes to the Scope of the Work of your Subcontract and/or Contract Purchase Order on the above captioned project. All other terms and conditions of your Contract remain unchanged.

DESCRIPTION OF CHANGE

1.	Furnish stone for generator exhaust: Slips #6881,8660, invoice #09315 20 cy @ $12.00	$ 240.00	Partial C9315
2.	Furnish sand for ext. elect. 18 cy @ $10.00	190.80	C-9246
3.	Rental of JD644 loader for snow removal 3 hours @ $60.00	180.00	OK
	ADD	$ 610.80	

Previous Contract Amount $ 263,204.50
Add for this Amendment 610.80
Deduct for this Amendment ____

Revised Contract Amount $ 263,815.30

Please indicate acceptance of this change by signing one copy in the space provided below and return it to this office promptly.

AGREED & ACCEPTED BY:

ADP 000116

MARSHALL CONTRACTORS, INC.
Contractor

By: L.W. Jamison

Title L.W. Jamison, V.P. Administration

Date February 14,1983

C. PEZZA & SON, INC.
Subcontractor/Vendor

By: Leonard A Pezza V.P.

Title LEONARD A PEZZA, VICE PRESIDENT

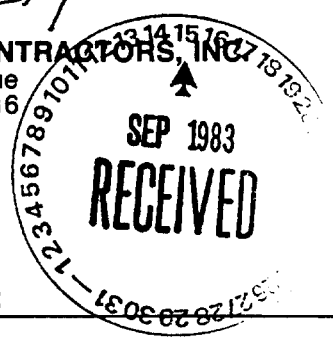
Date MARCH 1, 1983

AMENDMENT

CC Acctg

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

MARSHALL CONTRACTORS, INC.
75 Newman Avenue
Rumford, R.I. 02916
(401) 438-3500



Project Centerdale Manor
No. Prov, R.I.

Amendment No. 22
Arch/Owner Change Order No.
Subcontract/CPO No. ~~S120-5~~

VENDOR NO 16020
COST CODE NO 01705/43

We hereby authorize the following changes to the Scope of the Work of your Subcontract and/or Contract Purchase Order on the above captioned project. All other terms and conditions of your Contract remain unchanged.

DESCRIPTION OF CHANGE

Furnish 20 CY gravel for washed out areas per invoice #09315.

ADD $ 162.80

Furnish 40 CY gravel for washed out areas per invoice #(change order #14).

ADD $ 280.00

No Retainage

Previous Contract Amount $ 263,815.30
Add for this Amendment 442.80
Deduct for this Amendment

Revised Contract Amount $ 264,258.10

Please indicate acceptance of this change by signing one copy in the space provided below and return it to this office promptly.

ADP 000117

AGREED & ACCEPTED BY:

MARSHALL CONTRACTORS, INC.
Contractor
By:
Title L.W. Jamison, VP Administration
Date 9/12/83

C. PEZZA & SONS, INC.
Subcontractor/Vendor
By:
Title V. Pres
Date 9-14-83

cc Accounting

AMENDMENT

C. Pezza & Son. Inc.
90 Putnam Ave.
Johnston, RI 02919

MARSHALL CONTRACTORS, INC.
75 Newman Avenue
Rumford, R.I. 02916
(401) 438-3500

Project Centerdale Manor
N. Providence, RI

Amendment No. 3
Arch/Owner Change Order No. COR #2
Subcontract/CPO No. S120-5
Vender No. 16020
Cost Code No. 02220/35

We hereby authorize the following changes to the Scope of the Work of your Subcontract and/or Contract Purchase Order on the above captioned project. All other terms and conditions of your Contract remain unchanged.

DESCRIPTION OF CHANGE

Remove unsuitable material and replace with approved gravel in accordance with Construction Change Authorization No. 1 dated April 5, 1982.

421 Cu yd @ $11.50/Cu yd.

This is a partial.

Previous Contract Amount	$172,700.00
Add for this Amendment	4,841.00
Deduct for this Amendment	
Revised Contract Amount	$177,541.00

Please indicate acceptance of this change by signing one copy in the space provided below and return it to this office promptly.

ADP 000118

AGREED & ACCEPTED BY:

RSHALL CONTRACTORS, INC.
ractor

L.W. Jamison V.P. Purchasing

C. PEZZA & SON, INC.
Subcontractor/Vendor

By: Edmund A. Pezza

Title V. Pres

cc Accounting

AMENDMENT

Pezza & Son, Inc.
) Putnam Avenue
ohnston, RI 02919

MARSHALL CONTRACTORS, INC.
75 Newman Avenue
Rumford, R.I. 02916
(401) 438-3500

Project Centerdale Manor
North Providence, RI

Amendment No. 2
Arch/Owner Change Order No. _____
Subcontract/CPO No. S120-5
Vendor No. 16020
Cost Code No. 02100/35

e hereby authorize the following changes to the Scope of the Work of your Subcontract and/or Contract Purchase Order n the above captioned project. All other terms and conditions of your Contract remain unchanged.

ESCRIPTION OF CHANGE

ou are hereby authorized to pay for dumping charges at the Central andfill site. Receipts are to be provided prior to payments. ou are not to exceed $5,000 without prior written authorization.

CO #2 2,300-
#4 633-

Previous Contract Amount $167,700.00
Add for this Amendment 5,000.00
Deduct for this Amendment _____

Revised Contract Amount $172,700.00

lease indicate acceptance of this change by signing one copy in the space provided below and return it to this ffice promptly.

ADP 000119

AGREED & ACCEPTED BY:

RSHALL CONTRACTORS, INC.
ractor

L. W. Jamison
Vice President - Purchasing

C. Pezza & Son, Inc.
Subcontractor/Vendor

By: Edward A. Pezza VP

Title EDWARD A. PEZZA, VICE PRESIDENT

SUBMITTALS DUE 3.5.82

MARSHALL CONTRACTORS INC.

April 16, 1982

C. Pezza & Son, Inc.
90 Putnam Avenue
Johnston, RI 02919

RE: Centerdale Manor
North Providence, RI - Job No. 120

Gentlemen:

We enclose herewith the original and one (1) copy of Subcontract No. 120-5 Pages 1 through 89 inclusive.

Please execute both copies, enter the state of incorporation or registration (if corporation or partnership) and the date in the spaces provided; furthermore, please initial every page of all Riders and Schedules attached thereto; and return all of the above to us no later than fourteen (14) days after receipt.

We will then execute the Subcontract Agreement and return a copy to you for your files.

Should you have any questions in this matter, please address them to the writer as no modifications to the Subcontract will be allowed.

Finally, we respectfully request that the proper Certificates of Insurance and/or Bonds as required be provided at the same time as the return of the Subcontract.

Very truly yours,

MARSHALL CONTRACTORS, INC.

James E. Conlon
Purchasing Agent

JEC:kr

Enc.

bcc: Bill Lund w/att
Field w/att
Expediting w/att
Accounting w/att
File w/back up

ADP 000120

bcc: Bill Lund w/att
Field
Accounting w/att
Ex. Sub File w/orig.
Reading File

May 14, 1982

Mr. Leonard Pezza
C. Pezza and Son, Inc.
90 Putnum Avenue
Johnston, RI 02919

RE: Centerdale Manor
North Providence, RI - Job No. 120
Subcontract No. 120-5

Dear Lenny:

Returned herewith is a fully executed copy of Subcontract No. 120-5 for the site work on the above referenced project.

With respect to your memorandum dated May 7, 1982, please be advised as follows:

1. We acknowledge that extra costs with respect to below grade barrels will be applicable in the event that you through the Contractor are directed by DEM to segregate the barrels in the specific storage area and to the extent that any special dump charges are involved.

2. With respect to item J6 the excavation for the wall is a part of your contract.

3. With respect to item L you are responsible for all rip rap irrespective of what drawing it may be shown on provided it is shown on the Contract Documents made a part of the Subcontract Agreement.

Very truly yours,

MARSHALL CONTRACTORS, INC.

Entered

L. W. Jamison
Vice President - Purchasing

LWJ:kr

Enc.

162
209

C. PEZZA and SON, INC.
90 Putnam Avenue
JOHNSTON, RHODE ISLAND 02919

(401) 231-6014

DATE MAY 7, 1982

TO MARSHAL CONTRACTORS INC.

MATTEN: LON JAMISON

SUBJECT CHANGES TO CONTRACT

AS PER ASTERISK

---

* ITEM -I DISPOSAL OF BARRELS.

> THE ABOVE SUB-CONTRACTOR ACKNOWLEDGES REMOVAL OF ALL ABOVE GRADE BARRELS, BARRELS BELOW GRADE WILL BE EXCAVATED AND REMOVED TO STORAGE AREA, RE-HANDLING TOTRUCKS ~~AND TRUCKING TO DUMP~~, , PLUS CHARGES WILL BE ON TIME & MATERIAL BASIS.

* ~~ITEM - J-6 EXCAVATION FOR WALL NOT PART OF LUMP SUM CONTRACT.~~

* ITEM - L ~~ALL RIP RAP PER DRAWING 6-3 3-10-82~~ All Dwgs.

Any by DEM
Dump Fee
If provided DEM ?

Extra Cut - Put in Stockpiles
Special Dump.

SIGNED Leonard A Pezza VP

☑ PLEASE REPLY ☐ NO REPLY NECESSARY

ADP 000122

Cost Code No.: see attached

Project No.:

Subcontract No.: 120-5

Subcontractor Phone No.: 401/231-6014

MARSHALL CONTRACTORS INC.
75 Newman Avenue
Rumford, R. I. 02916

SUBCONTRACT AGREEMENT

Project Title: Centerdale Manor
North Providence, Rhode Island

Owner: Centerdale Manor Associates

Architect/Engineer: The Robinson Green Beretta Corporation

Subcontract Price: $160,000.00

Date: February 17, 1982

This Agreement, entered into on the date shown above, is between Marshall Contractors, Inc., a Rhode Island corporation (the "Contractor") and C. Pezza & Son, Inc.
90 Putnam Avenue, Johnston, RI 02919 (the "Subcontractor").

1. Subcontract Work

1.1 The Contractor has entered into a contract (the "Construction Agreement") with the Owner to perform the Work for the above Project described in the Contract Documents, which consist of the Construction Agreement, the Specifications and Drawings prepared by the Architect which are a part thereof and any futher documents referred to therein. The Subcontractor hereby agrees to furnish all necessary labor, material and or/equipment required, and perform all services and work necessary, to complete the following portion of the Work and any performance reasonably inferable from it (the "Subcontract Work"), in accordance with the Contract Documents, including without limitation those Documents set forth on the Schedule of Documents attached hereto and hereby made a part of the Contract Documents:

Complete all work in accordance with:

EXHIBIT A: Schedule of Additional Terms and Conditions
EXHIBIT B: Schedule of Documents
EXHIBIT C: Schedule of Wage Rates
EXHIBIT D: Supplementary Conditions of the Contract for Construction
EXHIBIT E: Requirements for Monthly Utilization Report
EXHIBIT F: Rider to Contract
EXHIBIT G: Schedule of Insurance Requirements
EXHIBIT H: Affirmative Action Program Agreement
EXHIBIT I: Preconstruction Conference
EXHIBIT I1: Prevailing Wage Highlights
EXHIBIT I2: Labor Standards
EXHIBIT J: Equal Opportunity
EXHIBIT J1: Cumulative Monthly Employment Utilization Report (M-16)
EXHIBIT J2: Monthly Employment Utilization Report (CC-257)
EXHIBIT J3: Payroll
EXHIBIT K: Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
EXHIBIT L: Affirmative Action Program (Subcontractor's)
EXHIBIT M. Schedule of Work

ADP 000123

1.2 The Subcontractor agrees that it may not for any purpose assign this Subcontract or any of its rights to payment or duties hereunder without the prior written consent of the Contractor.

2 **Performance of the Subcontract Work**

2.1 The Subcontractor agrees to perform the Subcontract Work in accordance with the Contract Documents, the Schedule of Documents and with all the skill and care consistent with the performance of such Work in the construction industry and according to usual construction industry practice. The Subcontractor agrees that it assumes in regard to the Subcontract Work all the responsibility and obligations which the Contractor has assumed and agreed to perform for the Owner under the Construction Agreement. The Subcontractor agrees that its performance of the Subcontract Work will be conducted in accordance with all applicable governmental laws, regulations and requirements and shall be subject to the approval of the Contractor and, to the extent provided in the Contract Documents, to the supervision and approval of the Architect or any other person authorized therein to act on behalf of the Owner. The Subcontractor expressly acknowledges that in matters of artistic effect the determination of the Architect shall be final and conclusive, and the Subcontractor agrees to abide thereby.

2.2 The Subcontractor also acknowledges that the Contractor may issue to the Subcontractor, without notice to any surety, written instructions ("Amendments") requiring alterations or additions to or deviations from the Subcontract Work. The Subcontractor agrees that it will accept such Amendments and that it will make no alterations or additions to the Subcontract Work, except in accordance with an Amendment. The amount of any addition to or deduction from the Subcontract Price shall be determined in accordance with the Contract Documents, except that in no case shall the Subcontractor be paid on account of overhead and profit an amount in excess of ten percent (10%) thereof.

2.3 The Subcontractor represents and warrants that the Subcontract Work shall be subject to any warranty provided with respect to that portion of the Work in the Contract Documents. The Subcontractor agrees to repair and replace, at its own expense and promptly at the discretion of the Contractor, any defects in workmanship or materials which appear within one year after the date of final payment for the Project by the Owner to the Contractor or within any longer period specified in the Contract Documents.

3. **Time of Performance**

3.1 The Subcontractor agrees to begin, prosecute and complete the Subcontract Work in a timely manner under the Contract Documents. Without limiting the foregoing, promptly after the Contractor's request, the Subcontractor shall provide to the Contractor a Schedule showing the time periods in which the Subcontractor proposes to perform the Subcontract Work (the "Subcontract Work Schedule"). The Subcontractor agrees to consult with the Contractor and to make any adjustments to the Subcontract Work Schedule required by the Contractor for the prompt and adequate performance of the Subcontract Work. The Subcontractor agrees that it shall provide, upon request of and at no cost to the Contractor, additional or overtime labor reasonably required in the opinion of the Contractor to achieve compliance with the Subcontract Work Schedule or to avoid delay in the progress of the Work necessary to complete the Project.

3.2 The Subcontractor agrees to give the Contractor written notice within forty-eight (48) hours after the occurrence of any cause, event, or condition which could hinder performance of the Subcontract Work in accordance with the Subcontract Work Schedule. In the written notice, the Subcontractor shall state the cause, condition, or event which gives rise to the notification and estimate the additional time for completion of the Subcontract Work required thereby.

3.3 The Contractor agrees that the time for performance of the Subcontract Work shall be extended by the time of any delay caused by the act or neglect of the Contractor, its employees, agents, other contractors performing any portion of the Work, and of the Owner and the Architect or by any fire, casualty, general strike or lockout, so long as the Subcontractor is not responsible in any way for the delay. The extension of time for performance of the Subcontract Work shall be the only remedy of the Subcontractor for any such delay and the Contractor shall not have any liability therefor except to provide such additional time for performance.

4. **Terms of Payments**

4.1 The Contractor agrees to pay the Subcontractor for performance of the Subcontract Work the Subcontract Price shown above. The Subcontract Price includes all taxes, charges, permits, and fees of every type and description which may be levied by any government, political subdivision, or agency thereof in connection with the Subcontract Work. The Subcontractor acknowledges that no increase in the Subcontract Price will be permitted unless an Amendment has been issued in accordance with the provisions of this Subcontract.

4.2 Promptly upon request of the Contractor, the Subcontractor agrees to provide to the Contractor a breakdown showing the items and dollar amounts allocated for items comprising the Subcontract Work. The Subcontractor agrees to modify such breakdown as required by the Contractor, whether before or after approval by the Contractor.

4.3 On or before the twenty-fifth (25th) day of each calendar month the Subcontractor also agrees to provide on a form approved by the Contractor a requisition for payment to be made for performance of the Subcontract Work done to that date. The Subcontractor agrees to provide on the requisition an itemization, consistent with the above breakdown, of the Subcontract Work done with an allocation of amounts payable for the Subcontract Work for which the requisition is being submitted. The Subcontractor further agrees to provide at the request of the Contractor a list of all those third parties who have provided materials and/or labor for any portion of the Subcontract Work subject to such requisition, together with the instruments specified in Section 7.2 hereof. The Subcontractor expressly acknowledges that the Contractor is not bound to accept any such itemization but may submit for payment by the Owner a requisition which reflects in the opinion of the Contractor an appropriate allocation of the Subcontract Price for the Subcontract Work performed to the date of the requisition. The Subcontractor additionally expressly acknowledges that payment of the Subcontract Price is subject to approval of the Architect in accordance with the terms of the Contract Documents.

4.4 In addition to the foregoing information, the Subcontractor agrees to provide such further information, certificates and reports required by the terms of this Agreement and the Contract Documents for payment of any portion of the Subcontract Price. The Subcontractor acknowledges that no payment of any portion of the Subcontract Price shall be intended or deemed to be evidence of acceptance of performance of the Subcontract Work. The Subcontractor agrees that its acceptance of the final payment of the Subcontract Price shall constitute a full and final release of any and all claims it may have against the Contractor, of every type and description, with respect to this Agreement or in any connection herewith or any part of the Subcontract Work.

4.5 Upon receipt of the Subcontractor's progress payment requisition and approval thereof by the Contractor and, where required, by the Architect, the Contractor will pay to the Subcontractor ninety percent (90%) of the amount shown thereon if payment is made by the Owner. The Contractor shall not be required, however, to make any payments when in its reasonable opinion the remaining amounts to become due the Subcontractor are insufficient to complete the Subcontract Work.

4.6 On acceptance by the Architect of the entire Work which constitutes the Project and final payment therefor by the Owner in accordance with the Construction Agreement, the Contractor shall promptly pay all amounts remaining to be paid to the Subcontractor.

4.7 If the Contractor determines that the Subcontractor has failed to make any payments owed by the Subcontractor to any other party for Work performed or materials supplied in connection with the Subcontract Work, the Contractor may, but has no obligation to, retain amounts from the Subcontract Price sufficient to pay amounts owed to such parties. Neither the Contractor nor the Subcontractor intend to create by this Agreement, however, any right of such parties to any amount so retained.

5. **Insurance**

5.1 The Subcontractor agrees that prior to commencing any portion of the Subcontract Work it will provide evidence to the Contractor that it has obtained at its expense such Workmen's Compensation, Employer's Liability (including occupational disease), Public Liability, and Property Damage Insurance as will cover its obligations under any applicable Workmen's Compensation Act and adequately protect it against loss by reason of any liability imposed upon it by law for bodily injuries (including death) and for damage to or destruction of property which may arise from the operations under this Subcontract, or under any modifications thereof, or supplements thereto, whether such operations be by the Subcontractor or by anyone directly or indirectly employed by it. Such insurance shall remain in full force and effect until the Subcontract Work has been completed and accepted; it must be issued by companies satisfactory to the Contractor and shall be in the minimum amounts specified in the Schedule of Insurance Requirements attached hereto. Such insurance must provide at least 30 days' prior written notice to the Contractor of any cancellation or expiration thereof. Such insurance must provide that it is not subject to any coinsurance provisions applicable because of other insurance on the operations of the Subcontractor.

5.2 When required by the Contractor, the Subcontractor further agrees to provide Performance and Payment Bonds insuring the performance of the Subcontract Work by the Subcontractor and the payment by it of amounts due to others for materials or services rendered in connection with the Subcontract Work.

5.3 If the Subcontractor fails to pay any premiums due under any of the foregoing policies of insurance, the Contractor may, but is not required to, pay such premiums and deduct the amounts so paid from any sums due under the Subcontract.

5.4 If the Subcontractor has, with the permission of the Contractor, contracted with any other party to perform any labor at the site of the Project, the Subcontractor shall require such other party to observe the foregoing provisions.

6 **Working Conditions**

6.1 The Subcontractor agrees that in performance of the Subcontract Work it will:

a. provide and supply a sufficiency of properly skilled and other workmen and equipment and an adequacy of materials of the proper quality required to complete the Subcontract Work in accordance with this Agreement;

b. abide by the safety rules and regulations established by the Contractor or promulgated by any Federal, State, or local governmental body or agency with appropriate jurisdiction;

c. provide sufficient, safe and proper facilities at all times for the protection of the Subcontract Work and for the inspection of the Subcontract Work by the Contractor and the Architect, or their authorized representatives;

d. pay promptly any and all sums of money due for labor, materials, or equipment supplied in connection with the performance of the Subcontract Work. This paragraph is not intended to create any right in any third party;

e. within twenty-four (24) hours after receiving written notice from the Contractor to that effect, proceed to remove from the Project site all materials condemned by the Contractor, whether worked or unworked, and to take down all portions of the Subcontract Work, which the Contractor shall by like written notice

condemn as unsound or improper, or as in any way failing to conform to the Contract Documents. The Subcontractor shall make good all Work damaged or destroyed thereby;

f. clean and remove all stains, marks, splatters and dirt resulting from the performance of the Subcontract Work; clean up and remove from the Project site all rubbish and debris resulting from the performance of the Subcontract Work; in the event of controversy as to whether the Subcontractor is required to remove specific rubbish or debris the determination of the Contractor as to the liability for removal of such rubbish or debris shall be final. If the Subcontractor fails or refuses to remove within twenty-four (24) hours after notice any rubbish or debris directed for removal by the Contractor, the Contractor may remove same and charge any costs resulting therefrom to the account of the Subcontractor;

g. comply with all Federal, State and local laws, statutes, codes, ordinances, rules, regulations and requirements, including, without limiting the generality of the foregoing all labor laws, requirements of Building Departments, and Federal, State and local Tax, Social Security, and Unemployment Compensations laws; save the Contractor harmless from all penalties, fines, and costs resulting from violations thereof; give all proper governmental and quasi-governmental authorities all requisite notices relating to the Project; and procure and pay for all licenses and permits necessary for the performance of the Subcontract Work;

h. when required by the Contractor, furnish satisfactory evidence that the Subcontractor has paid all sums due for labor, materials and equipment supplied in connection with the Subcontract Work, together with a partial release of liens and claims therefor in a form satisfactory to the Contractor;

i. provide on the Project site a competent and experienced superintendent with full authority to accept the directions of the Contractor and Architect and to act in all respects on behalf of the Subcontractor;

j. inspect any surfaces to be covered by its material and notify the Contractor in writing if any areas are not acceptable. If the Subcontractor proceeds without such notification, any defects which subsequently appear are the Subcontractor's responsibility as to repairs, replacements and costs in connection therewith;

k. comply with the terms of any riders attached hereto regarding additional working conditions in the employment of workmen. No dispute between labor organizations and the Subcontractor shall be permitted to occur or be manifested on the Project described herein, and the Subcontractor agrees to employ men and mechanics on the Work who will work at all times in harmony with other men and mechanics on the Project;

l. if the Contractor orders the Subcontractor to employ overtime labor, other than as provided in Section 3 hereof, the Contractor shall be liable to pay only that portion of the increased cost of such overtime labor due to the premium compensation therefor, plus liability insurance and social security tax with respect thereto, and the Contractor shall have no other liability for such overtime costs;

m. provide all instrumentalities and field measurements required for the proper performance and completion of the Subcontract Work;

n. deliver to the Contractor within fifteen days after the date of this Subcontract all shop drawings, samples and details as required; provide no less than one sepia and three prints of each shop drawing, eight copies of each brochure, cut and other literature and three specimens of each sample;

o. prior to the application for final payment submit to the Contractor one completed set of "as - built" drawings, in sepia form, along with three books in binder form containing all warranties, guarantees, statements of application, operating instructions, manufacturer's data and brochures, certifications and reports and any other documents and/or literature that may be required by the Contract Documents or directed by the Contractor.

7. Claims Against the Project

7.1 The Subcontractor and any person or persons acting through or under the Subcontractor shall not file or maintain any mechanics' claims or liens against the Project, or the buildings thereof, or the lot of ground appurtenant thereto, for or on account of any Subcontract Work done or materials furnished by the Subcontractor and any such person or persons as aforesaid for the Subcontract Work under this Subcontract or otherwise, for, toward, in and about the construction and erection of the Project or the buildings thereof. The Subcontractor, for and on behalf of the Subcontractor and all other persons, hereby expressly waives and relinquishes the right to have, file or maintain any mechanics' claim or lien against the said Project, the buildings thereof and the lot of ground appurtenant thereto, or any of them. This waiver shall be and hereby is made an independent covenant and shall operate and be effective also with respect to work and labor done and materials furnished under any supplemental agreement between the Contractor and the Subcontractor, or any agreement for extra Work done, performed, furnished or supplied in and about the said Project, although not therein referred to as Work and labor performed and materials furnished under this Subcontract.

7.2 The Subcontractor, as a condition precedent to the making of any payment hereunder, shall furnish to the Contractor a release and discharge, in a form satisfactory to the Contractor and executed by the Subcontractor and by those third parties providing labor and/or materials on account of the Subcontract Work, of all liens, claims, and demands arising out of or relating to the Subcontract Work and any and all materials furnished, work done and equipment used in connection therewith.

8. Indemnifications

8.1 The Subcontractor hereby exculpates and agrees to indemnify and hold harmless the Contractor and its officers, directors, agents, representatives, employees, successors and assigns from and against any and all claims, losses, damages, liabilities and the like, including reasonable counsel fees which the Contractor may incur, suffer, sustain or be required to pay by reason of the injury or death of any person or the damage to any property whatsoever, caused or alleged to have been caused by any act or omission of the Subcontractor or any of its suppliers or subcontractors, or the employees, agents or representatives of the Subcontractor or any of its suppliers or subcontractors, arising out of or in any manner connected with the performance of the Subcontract Work, whether or not caused in whole or in part by any act, omission or negligence of the Contractor, its officers, agents, representatives or employees.

8.2 The Subcontractor agrees to indemnify the Contractor and its surety from and against any and all actions, suits, proceedings, claims or demands arising out of or alleged to have arisen out of the performance of or the operations under this Subcontract. In the event any action, suit or proceeding is instituted against the Contractor or its surety upon any liability or defect arising out of or alleged to have arisen out of the performance of or the operations under the Subcontract, or in the event any claim, counter-claim, set-off, recoupment or other defense is made or asserted against the Contractor upon any liability or defect arising out of or alleged to have arisen out of the performance of or the operations under this Subcontract, the Contractor shall, within thirty (30) days, give notice in writing thereof to the Subcontractor which, at its own cost and expense, shall defend against such action, suit, proceeding, claim, counter-claim, set-off, recoupment or other defense and take all such steps as the Contractor may deem necessary to prevent the obtaining of judgment against or the successful maintenance of such claim, counter-claim, set-off, recoupment or other defense against the Contractor. Notwithstanding the foregoing, the Contractor shall be permitted to be represented by its own counsel should the Contractor so desire.

8.3 The Subcontractor warrants that the delivery, erection and use of material supplied or erected under this Subcontract, either alone or in combination with other materials, do not and will not infringe upon any patents, United States or foreign. The Subcontactor shall indemnify and save harmless the Contractor and the Owner against all damages which they or either of them, may sustain by reason of claims for infringement of patents or trademarks arising out of the Subcontract Work, or by reason of the use of any patented appliances, products or processes in connection with the Subcontract Work. The Subcontractor shall, at the sole expense of the Subcontractor, defend any action brought against the Contractor and the Owner, or either of them, found upon a claim of infringement of patent rights, and shall reimburse the Contractor and the Owner, or either of them, for all expense, including reasonable counsel fees, incurred by the Contractor and the Owner, or either of them, in defending any action brought for such alleged infringement. The Contractor and the Owner shall each be permitted to be represented by their own counsel in any such suit or action should they, or either of them, so desire.

8.4 In the event any action, suit, proceeding, claim or demand is made against the Contractor, its surety, officers, directors, agents, representatives, employees, successors or assigns against which the Subcontractor has herein agreed to indemnify the Contractor, then the Contractor may withhold from any payment due or hereafter to become due to the Subcontractor hereunder, an amount sufficient in its sole judgement to protect and indemnify it from such action, suit, proceeding, claim or demand, together with legal fees and disbursements.

9. Default and Remedies

9.1 The Subcontractor shall be in default hereunder if;

9.1.1 There shall be entered a decree or order for relief by a court having jurisdiction in the premises in respect of the Subcontractor in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted or any other applicable federal or state bankruptcy, insolvency or other similar law or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Subcontractor or for any substantial part of its property, or ordering of the winding up or liquidation of its affairs;

9.1.2 there shall be commenced by the Subcontractor a voluntary case under the federal bankruptcy laws as now constituted or hereafter amended or any other applicable federal or state bankruptcy, insolvency or other similar law or it shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of it or for any substantial part of its property or the making by it of any assignment for the benefit of creditors or the failure of the Subcontractor generally to pay its debts as such debts become due or the taking of any action by the Subcontractor in furtherance of any of the foregoing.

9.1.3 The Subcontractor shall fail to perform any obligation under this Agreement or any other Agreement between the Contractor and the Subcontractor or at any time shall fail or refuse to supply sufficient and proper quality workmen, equipment and materials, to the satisfaction of the Contractor.

9.2. In the event the Subcontractor shall be in default pursuant to Section 9.1 hereof, the Contractor shall give forty-eight (48) hours' written notice to the Subcontractor and on the expiration of such period and the failure of the Subcontractor to cure such default, the Contractor may elect any or all of the following remedies:

9.2.1. Provide any labor, materials or equipment necessary to perform the Work subject to this Agreement and to deduct the cost thereof, including an amount equal to 15% thereof representing the Contractor's overhead, from any payments then or thereafter due to the Subcontractor;

9.2.2 Terminate the employment of the Subcontractor for the Subcontract Work and to enter upon the premises of the Project and take possession of, for the purpose of completing the Subcontract Work, all materials, tools, and appliances thereon and to employ any other person or persons to finish the Subcontract Work and to provide materials in connection therewith; in the event of such discontinuance of the employment of the Subcontractor pursuant to this Agreement, the Contractor shall be under no obligation to make any further payment to the Subcontractor under this Agreement and shall deduct the cost of any substituted performance, including an amount equal to 15% thereof representing Contractor's overhead, from any sums which may be due to the Subcontractor hereunder. If the entire Work is thereafter fully and completely finished and the Owner makes payment to the Contractor in accordance with the Construction Agreement, then the Contractor shall pay to the Subcontractor any amounts due the Subcontractor for labor and materials actually provided under this Agreement but only to the extent of any surplus remaining after payment for the substituted performance, including the Contractor's overhead provided above. If the amount thereof is greater than the Subcontract Price, the Subcontractor shall pay the difference to the Contractor on demand.

10. Termination

10.1 The Contractor may terminate the employment of the Subcontractor at any time even though the Subcontractor is not in default. In such event the Contractor shall pay to or for the account of the Subcontractor for Subcontract Work performed prior to the effective of date of such termination (1) all actual costs approved by the Contractor as having been paid or incurred by the Subcontractor in connection with the performance of the Subcontract Work (2) all costs incurred with the Contractor's prior written approval in settling or discharging outstanding commitments entered into in good faith by the Subcontractor in connection with the performance of the Subcontract Work; (3) a reasonable amount to cover general overhead expenses of the Subcontractor incurred in connection with the performance of the Subcontract Work and which are not covered by payments under items (1) and (2) above in lieu of all profits which the Subcontractor would or might have realized if this agreement had been completely performed; provided that the workmanship, materials and equipment for which payment is to be made as aforesaid are in accordance with the requirements of this Agreement. There shall be deducted from the amount determined above all payments previously made by the Contractor and all amounts which the Contractor is entitled to charge to the Subcontractor under this Agreement. In no event shall the amount to be paid for the account of the Subcontractor pursuant to this section plus amounts previously paid the Subcontractor plus all amounts which the Contractor is entitled to charge the Subcontractor under this Agreement exceed the Subcontract Price as adjusted.

10.2 The Subcontractor shall (a) assign and transfer to the Contractor as directed by the Contractor all materials, equipment, tools, plans and facilities for which payment has been or will be made under this Agreement and all subcontract orders and commitments and shall execute and deliver all such papers and all such actions as the Contractor may require to fully vest in the Contractor title in and to the same; (b) cancel as directed by the Contractor such contracts, orders and commitments and (c) sell at prices approved by the Contractor such materials, equipment, tools, plans and facilities as the Contractor shall direct, the proceeds to be paid or credited to the Contractor as it shall direct.

11. General

11.1 In the event that the Contractor becomes involved in any administrative proceeding, litigation, arbitration, or any other proceeding for the resolution of a dispute with the Owner concerning or relating in whole or in part to the interpretation of the Construction Agreement as it relates to the Subcontract Work or the Subcontractor's performance of the Subcontract Work, the Contractor shall, within thirty (30) days of its receipt of notice of the said proceeding, give the Subcontractor written notice thereof. Thereupon, the Subcontractor shall have the opportunity to be represented by its own counsel at its expense in the said proceeding. Whether or not the Subcontractor supplies its own counsel, it shall be bound by the outcome of the said proceeding and any judgment, verdict, award or decision shall be binding upon the Subcontractor.

11.2 Disputes which may arise hereunder between the Contractor and the Subcontractor shall not interfere with the diligent performance by the Subcontractor of the Subcontract Work.

11.3 This Subcontract is executed and delivered upon the condition precedent that the Subcontractor shall be approved by the person or persons required to do so by the Construction Agreement and if either or any of them shall fail or refuse to approve the employment of the Subcontractor to do the Subcontract Work, then this Subcontract shall be null and void and of no force or effect and the Subcontractor shall not be deemed to have been damaged in any respect by reason of the failure on the part of any such persons to approve the Subcontractor for the Subcontract Work, or by the rescission or cancellation of the Subcontract by the Contractor.

11.4 The Contractor and the Subcontractor, and their heirs, executors, administrators, successors, and assigns shall be bound by and severally fully perform the covenants herein contained.

11.5 This Agreement shall be governed by the laws of the State of Rhode Island.

IN WITNESS WHEREOF, the Subcontractor and the Contractor have executed this Agreement by their duly authorized representative on the dates set opposite their names.

Date: May 14, 1982

MARSHALL CONTRACTORS, INC.

By James E. Conn Jr. Purchasing Agent

C. Pezza & Son, Inc.

(Subcontractor Name)

By Edward A. Pezza VP

State of incorporation or registration, if corporation or partnership:

Rhode Island

Date: 5-7-82

[redacted]

ADP 000126

EXHIBIT A

Job No. 120

CENTERDALE MANOR
North Providence, Rhode Island
(RI 43-HO23-121)

SCHEDULE OF ADDITIONAL TERMS AND CONDITIONS

Without limiting the foregoing or anything else contained herein, the Contractor and Subcontractor agree to be bound by the following Additional Terms and Conditions:

1. The Subcontractor acknowledges that time is of the essence of this Agreement and the Subcontractor agrees to exert its utmost efforts to effect completion of its work in the time or times allotted. The Subcontractor further acknowledges that it understands that the Contractor is liable to the Owner under the Contract Documents for the payment of liquidated damages in the amount of $2,404.80 per calendar day for each day for which the Contractor through its fault or that of its Subcontractor fails to deliver occupancy of the building to the Owner.

   The Subcontractor agrees that it will be liable for such portion of the foregoing liquidated damages as its failure to perform hereunder shall result in the Contractor's liability for the payment of such liquidated damages.

2. The Subcontract Price as set forth herein includes all state, local and federal taxes. For all Non-Resident Contractors, a 3% "Hold Back" will be made until payment certification is received from the Rhode Island Department of Taxation.

3. No payment shall be due for work which has not been approved by the Contractor, the Architect, the Lender (as defined in the Agreement between the Owner and the Contractor), the Owner and RIHMFC. Final payment shall be due when the work described in this Subcontract Agreement is fully completed and performed in accordance with the Contract Documents and is satisfactory to the Contractor, the Architect, the Lender, the Owner, and RIHMFC.

4. Whenever the abbreviation "RIHMFC" is used herein, it shall mean Rhode Island Housing & Mortgage Finance Corporation.

5. The Subcontractor certifies that the Minimum Wage Rates and applicable Health and Welfare and Pension Fund Contributions, etc. as set forth in the Schedule of Wage Rates, attached hereto as Exhibit C and made a part hereof will be paid. If required, the Subcontractor shall submit documentation, that the rates are being paid, on forms provided by the Contractor. After completion of all work and before final payment, the Subcontractor shall certify that all wages paid on the Project were in compliance with the Schedule of Wage Rates.

EXHIBIT A
(cont'd)

6. EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this Subcontract, the Subcontractor agrees as follows:

6.1 The Subcontractor shall undertake affirmative action to employ and cause Sub-subcontractors to employ minority group representatives on the Project. The Subcontractor shall maintain records of employment which will indicate the number of minority workers employed and their percentage of his work force.

6.2 The Subcontractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, or national origin. Subcontractor will take affirmative action to insure 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, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided-by the Contractor setting forth the provisions of this Equal Opportunity Clause.

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

6.4 The Subcontractor 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 Contractor, advising the said labor union or workers' representative of the Subcontractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.5 The Subcontractor 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.

6.6 The Subcontractor 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.

6.7 In the event of Subcontractor's non-compliance with the

Equal Opportunity clauses of this Subcontract or with any of the said rules, regulations, or orders, this Subcontract may be cancelled, terminated, or suspended in whole or in part and the Subcontractor 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.

6.8 The Subcontractor will include the portion of the sentence immediately preceding Paragraph 6.1 and the provisions of Paragraphs 6.1 through 6.9 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 Subcontractor will take such action with respect to any subcontract or purchase order as the Government and/or Contractor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event that the Subcontractor becomes involved in, or is threatened with, litigation with a sub-subcontractor or vendor as a result of such direction by Government, the Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

6.9 The Subcontractor agrees that the Secretary of Health, Education and Welfare and the Comptroller General of the United States, or any of their authorized representatives, shall, until the expiration of three years after final payment under this contract have access to and the right to examine any directly pertinent books, documents, papers and records of Subcontractor involving compliance by Subcontractor with the provisions relating to equal employment opportunity set forth in this paragraph 6.

7. It is understood that contracts will be awarded and labor will be employed on the project herein described without descrimination as to whether employees of any Contractor, Subcontractor, or those employed by the Owner of the project are members or non-members of any labor organization, and the Subcontractor accepts this contract with that understanding.

No dispute between labor organizations and the Subcontractor shall be permitted to occur or be manifested on the project described herein, and the Subcontractor agrees to employ men and mechanics on the work who will work at all times in harmony with other men and mechanics on the project.

The Subcontractor agrees not to participate in or assent to any cessation of work which may occur as a result of any such labor dispute.

Should there be a work stoppage caused by a strike, picketing, boycott or by a voluntary or involuntary cessation or work by employees of the Subcontractor which in the judgement of the Contractor will cause, or is likely to cause, unreasonable delay in the progress of construction, then upon seventy-two (72) hours written notice, the Contractor shall have the right to declare the Subcontractor in default of this understanding and agreement and take such steps as are necessary to finish the uncompleted portion of the work. In such event, the Contractor shall have the right to take possession of and use all of the Subcontractor's materials (exclusive of tools) intended for use on the work. The cost of completion shall be charged against the Subcontractor's remaining interest in the Contract price. If the Subcontractor's remaining interest in the Contract Price exceeds the cost of completion, the Subcontractor shall be entitled to the difference. If, however, the cost of completion exceeds the Subcontractor's remaining interest in the contract price, then the Subcontractor agrees to pay the Contractor such excess with thirty (30) days after written demand for such excess has been made upon him by the Contractor.

8. The Subcontractor agrees that he will remove from the work any workmen or supervisor whose employment thereon shall be objected to by the Contractor, the Owner, or the Architect. The Subcontractor shall, at his own expense, remove from the site all debris caused by the work of this subcontract, as and when required by the Contractor.

9. It is further agreed that no payment under this Subcontract shall be proof of performance of this Subcontract, either in whole or in part nor shall any payment be construed as an acceptance of defective work.

10. Any matters contained in the specifications which have been omitted from the plans or vice versa shall be construed as contained in both. In the event of any discrepancy between the plans and the specifications, or between other common clauses, the matter shall promptly be brought to the attention of the Contractor, without whose written instructions the Subcontractor shall not adjust the matter except at his own risk.

11. Nothing contained in this Subcontract shall create any contractual relation between the Subcontractor and the Owner nor shall it create any obligation on the part of the Owner to pay or see to the payment of any sums to the Subcontractor.

12. The Subcontractor acknowledges its understanding of this RIHMFC project and all relevant F.H.A. requirements, which are incorporated in this agreement and made a part hereof. All work under this agreement is to be performed in accordance with the requirements of the RIHMFC. The Subcontractor will completely fill out and execute all necessary forms required by the RIHMFC and shall provide all information required by the RIHMFC for cost certification purposes. The "F.H.A. Supplementary Conditions of the Contract for Construction" (F.H.A. Form No. 2554, Rev. 12/74) attached hereto as Exhibit D, are part of this agreement. It

is agreed that where the term "Contractor" is used in F.H.A. Form No. 2554, this term is synonymous with "Subcontractor".

The Subcontractor shall furnish in quadruplicate, executed copies of HUD Form No. 917 and RIHMFC Form 132 prior to consummmating its contract. The Subcontractor shall furnish each week copies of payrolls in duplicate, Budget Bureau Form No. 44-R-1093. All payrolls shall reflect that all employees have been paid at least in accordance with the attached Prevailing Wage Requirements. HUD Form SF257, RIHMFC M-16, to be completed and received by us no later than the third (3rd) day of each month.

13. In the event the RIHMFC determines there is an indentity of interest between the Contractor and Subcontractor, the Subcontractor will be required to certify its costs in accordance with Article 10 of the Prime Contract, a copy of which is as follows:

"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 park 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."

14. The Subcontractor shall comply fully with the terms and conditions of Rhode Island Housing & Mortgage Finance Corporation letter dated September 22, 1978, with attachments relative to Monthly

Utilization Report (257), attached hereto as Exhibit E, and made a part hereof or any current or future requirements which may or have superseded said Exhibit.

15. RIDER TO CONTRACT attached hereto as Exhibit F is made a part of this Subcontract Agreement, and the Subcontractor shall be responsible for full compliance with same.

16. AFFIRMATIVE ACTION PROGRAM AGREEMENT between Rhode Island Housing and Mortgage Finance Corporation and Centerdale Manor Associates is attached hereto as Exhibit H and is made a part of this Subcontract Agreement and the Subcontractor shall be responsible for full compliance therewith.

17. The Subcontractor further agrees to be bound by and to comply fully with the following:

EXHIBIT I: Preconstruction Conference
EXHIBIT I1: Prevailing Wage Highlights
EXHIBIT I2: Labor Standards
EXHIBIT J: Equal Opportunity
EXHIBIT J1: Cumulative Monthly Employment Utilization Report (M-1
EXHIBIT J2: Monthly Employment Utilization Report (CC-257)
EXHIBIT J3: Payroll

18. The Subcontractor further acknowledges, understands, and agrees that the Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, attached hereto as Exhibit K and made a part hereof, and the AFFIRMATIVE ACTION PROGRAM (Subcontractor's), attached hereto as Exhibit L and made a part hereof must be completed by Subcontractor and approved by RIHMFC and any other entities having jurisdiction thereof in order for this Subcontract Agreement to become effective and binding on the Contractor.

Moreover, once said Exhibit K and Exhibit L have been fully approved, they will become a part of this Subcontract Agreement by reference.

19. The scope of this Subcontract is as further set forth on the Schedule of Work attached hereto as Exhibit M and made a part hereof.

EXHIBIT B

Job No. 120
Centerdale Manor
North Providence, Rhode Island
(RI 43-H023-121)

Schedule of Documents

I. DRAWINGS:

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 (Continued)

P-2	¼" 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

II. Specifications:

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.

III. Project Manual Index: - Exhibit B (Continued)

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

Exhibit B (Continued)

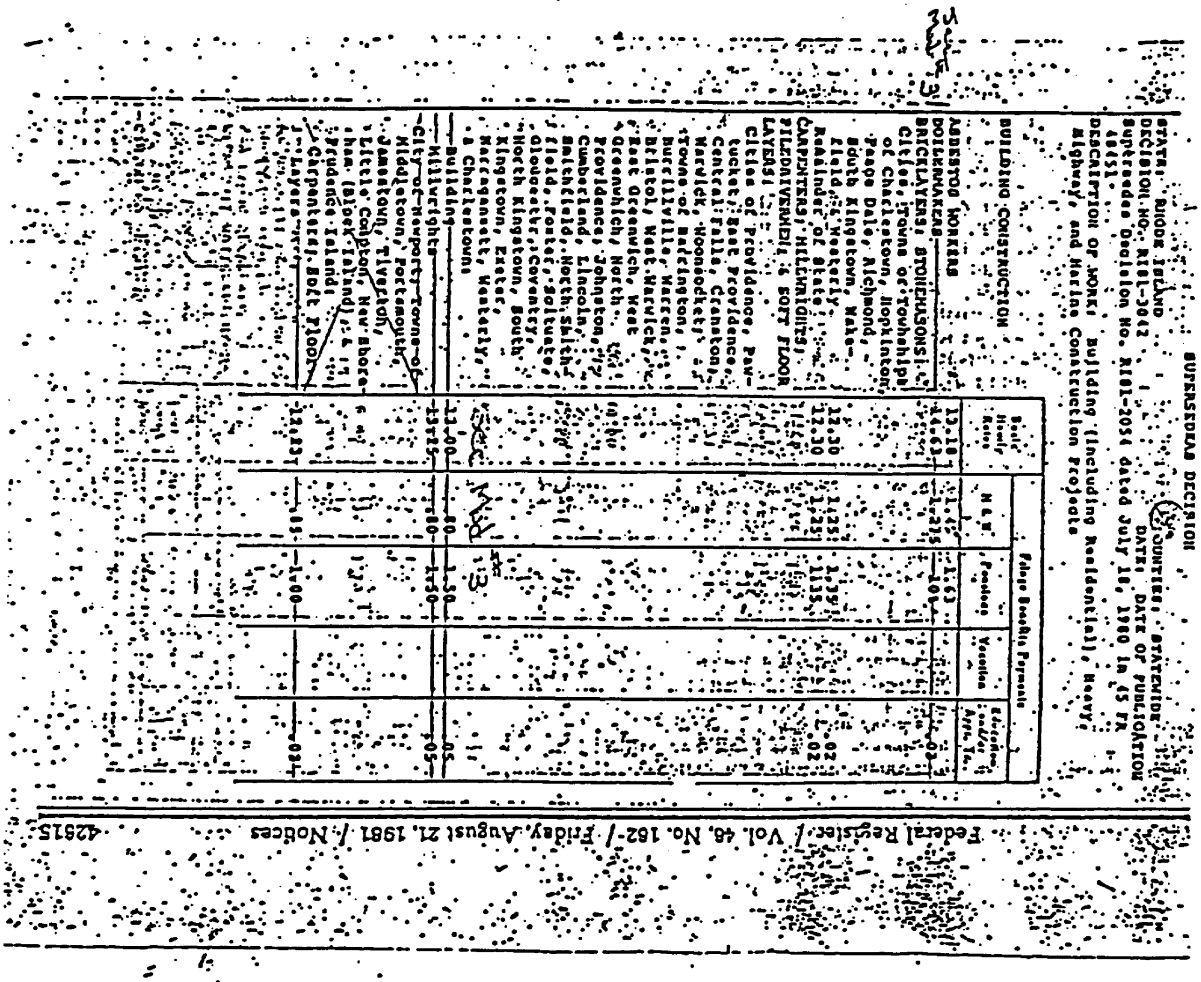
IV. Addendum No. 1 dated 8 March 1982.

V. All other documents made "Contract Documents" by the Agreement between the Owner and the Contractor.

EXHIBIT C

Job No. 120
Centerdale Manor
North Providence, Rhode Island
(RI 43-HO23-121)

Schedule of Wage Rates



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

Page 1

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	.175	1.10		.10
Pre-cast Floor and Roof Plank Erectors	11.01	.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)	11.61	.70	1.00		.04
Remainder of State	10.13	.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; Taper:					
New Construction	11.71	.82	1.40		.04
Repaint	9.96	.82	1.40		.04
Sandblasting; Spray	12.71	.82	1.40		.04
Steel	13.03	.82	1.40		.04
Remainder of State:					
Brush; Roller; Taper	11.65	.70	1.05		
Structural Steel; Steam-oleaning	11.90	.70	1.05		
Air Powder Brush Spray & Sand or Water Blasting	12.15	.70	1.05		

Page 2

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-driverman	12.03	.85	1.00		.03
Millwrights (Cities of Tiverton & Little Compton)	12.16	.85	1.00		.10
CEMENT MASONS; PLASTERERS: Woonsocket, Ni Smithfield, Burrillville, Chepachet, Cumberland (N 1/) & Lincoln	12.301	1.35	11.33		.02
Westerly, Hopkinton, South Kingstown, Charlestown, Richmond, Wakefield, & Peace Dale	12.30	1.15	1.35		.02
Remainder of State:					
Cement Masons	12.35	1.15	.75		
Plasterers	10.85	.90	.95		
ELECTRICIANS:					
Tiverton-Little Compton	11.30	.71	3%+1.00	6%	.01
Westerly Township	11.85	1.10	3%+.60		.01
Remainder of State	13.85	.73	3%+2.05		1.02
ELEVATOR CONSTRUCTORS	12.42	1.195	.81	4%	.036
ELEVATOR CONSTRUCTORS' HELPERS	70%JR	1.195	.81	4%	.036
GLAZIERS	11.03	.68	1.40		.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	10.35	.75	1.10		.10
Asphalt Rakers; Adzemen; Pipe-Trench Braacers; Demolition Burners; Chain Saw Ops.; Tenor & Guard Rail Erectors; Setters of Metal Forms for Roadways; Pipelayers; Riprap & Dry					

Exhibit C (Continued)

ADP 000139

Exhibit C (Continued)

Page 1

DECISION NO. 81-1941

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Trg.
PAINTERS, SIGN: Bristol, Kent, & Providence Cos.	9.80	.64	.40	.60	.04
PLUMBERS	13.30	1.03	2.95		.10
ROOFERS: Composition, Waterproofers, Slate, Tile, Precast Concrete	12.15	.75	.70		
	13.35	.75	.70		
SHEET METAL WORKERS	11.28	.96	1.55		.12
SPRINKLER FITTERS	14.81	.95	1.40		.01
STEAMFITTERS	14.70	.83	1.78		.07

ADP 000140

Page 7

DECISION NO. NI81-3047

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	13.76	.95	1.30		.15
Hoohonobile Type Equipment	13.34	.95	1.30		.15
Fork Lift	13.34	.95	1.30		.15
Firemen and Oilers	10.84	.95	1.30		.15
Bulldozers; Graders; Spreaders; Tractors; Scrapers and Rollers	12.34	.95	1.30		.15
Front-end Loaders less than 3 yards	12.84	.95	1.30		.15
Pipping Type Backhoe	12.69	.95	1.30		.15
Well-point Installation	12.415	.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	10.39	.95	1.30		.15

(Continued)

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 3 years or more of service; $1 basic hourly rate for 6 months to 3 years of service as vacation pay credit.
c. 9 paid holidays: A through F, plus V. J. Day; Columbus Day; & Veterans 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.

ADP 000141

Exhibit C (Continued)

Modification Page 25

DECISION NO. RI81-3047 - Mod. 11
(46 FR 42613 August 21, 1981)
Statewide, Rhode Island

CLASSES	Basic Hourly Rates	Fringe Benefits Payments H & W	Pensions	Vacation	Education and/or Appr. Tr.
BUILDING CONSTRUCTION					
ELEVATOR CONSTRUCTORS	13.67	1.345	1.083	atb	.033
ELEVATOR CONSTRUCTORS HELPER	9.37	1.345	1.083	atb	.033
ELEVATOR CONSTRUCTORS HELPER PROBATIONARY	6.835				
GLAZIERS	12.08	.62	1.60		.01

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Exhibit C (Continued)

(61 FR 6161) ... ..., 1981)
Statewide, ... Island

Classes	Basic Hourly Rates	Fringe Benefits Payments H & W	Pension	Vacation	Education and/or Appr. Tr.
BUILDING CONSTRUCTION					
ROOFERS					
Composition, Damp & Waterproofers	13.00	1.40	.70		
Slate, Tile, Precast concrete	13.10	1.40	.70		
HEAVY & HIGHWAY CONSTRUCTION					
LABORERS					
Laborers, Carpenter, Cement Finishers Tenders & Wrecking Laborers	10.55	.80	1.10		.10
Adzeman, Asphalt Rakers, Barco-type Jumper, 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 Builder, 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 Boring Crew					
Bottom man	12.03	.80	1.10		.10
Laborer, Top Man	11.30	.80	1.10		.10
Driller	11.17	.80	1.10		.10

DECISION NO. RI81-3057 - Mod #1 (Cont'd)

Classes	Basic Hourly Rates	Fringe Benefits Payments H & W	Pension	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.[illegible]	1.00	1.30		
CLASS 2	12.99[illegible]	1.00	1.30		
CLASS 3	12.8[illegible]	1.00	1.30		
CLASS 4	12.[illegible]	1.00	1.30		
CLASS 5	12.33[illegible]	1.00	1.30		
CLASS 6	12.81[illegible]	1.00	1.30		
CLASS 7	12.44[illegible]	1.00	1.30		
CLASS 8	12.43[illegible]	1.00	1.30		
CLASS 9	12.44[illegible]	1.00	1.30		
CLASS 10	11.42[illegible]	1.00	1.30		
CLASS 11	11.22[illegible]	1.00	1.30		
CLASS 12	11.81[illegible]	1.00	1.30		
CLASS 13	11.41[illegible]	1.00	1.30		
CLASS 14	11.27[illegible]	1.00	1.30		

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Exhibit C (Continued)

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pension	Vacation	Education and/or Appr. Tr.
DECISION NO. PA81-3041 Mod. 1 (46 FR 63761 - December 28, 1981) Greene, Somerset & Potter Counties, Pennsylvania					
CHANGE:					
Carpenters: Somerset & Potter Counties	$12.65	4%	8%	10%	
Electricians: Greene & Somerset Counties	13.95	1.75	3%+1.00		.10
Line Construction: Greene & Somerset Counties:					
Lineman	16.93	.60	3%		3/4%
Groundman	10.15	.60	3%		3/4%
Winch truck op.	11.65	.60	3%		3/4%
DECISION NO. RI81-3042 - Mod. #3 (46 FR 43615 August 31 1981) Statewide, Rhode Island					
CHANGE:					
BUILDING CONSTRUCTION					
BOILERMAKERS	16.53	1.275	10%		.06
CARPENTERS					
Statewide					
Carpenters	13.00	.90	2.00		.03
Millwrights	13.23	.90	2.00		.03

Exhibit C (Continued)

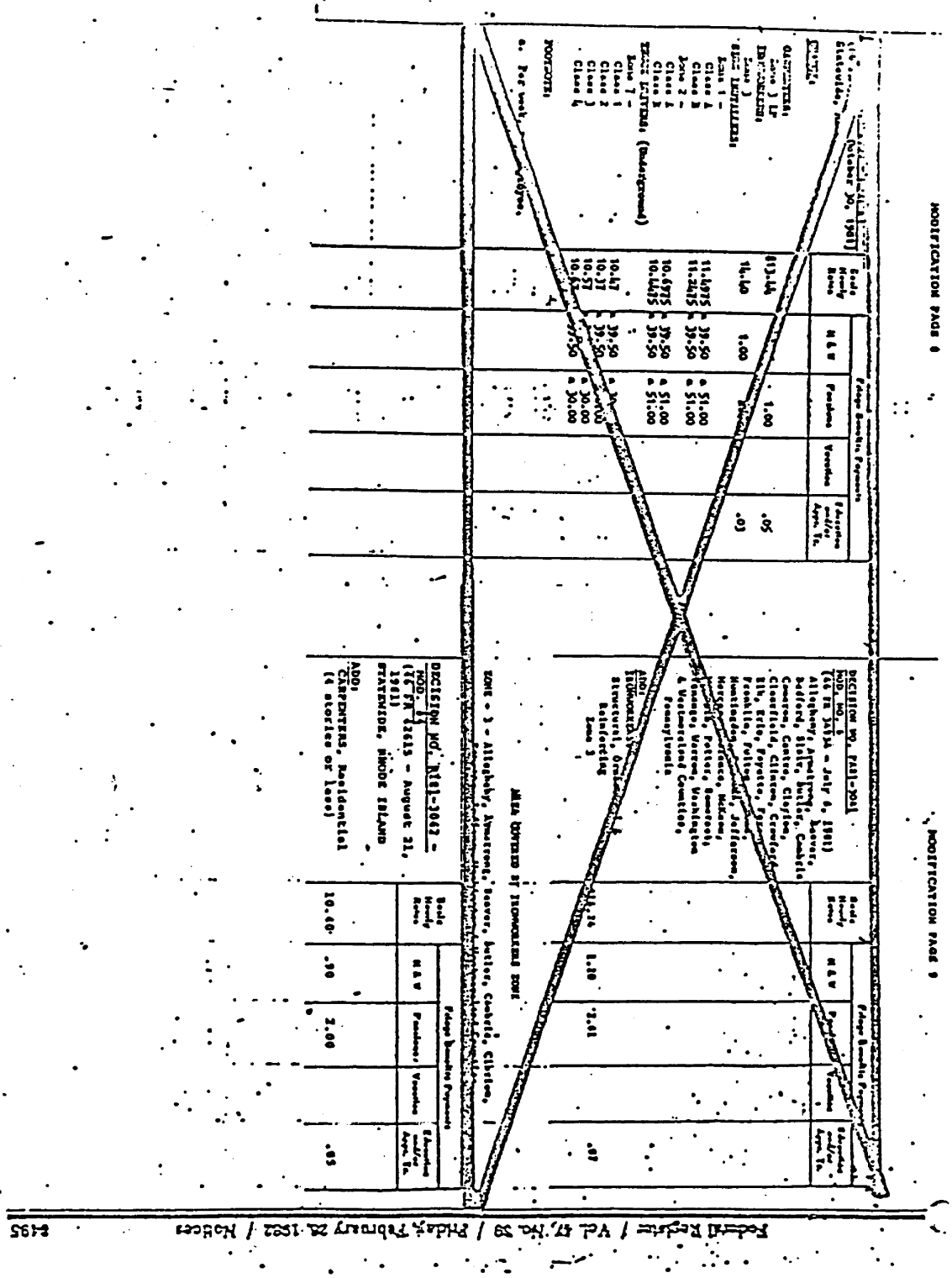

EXHIBIT D

Job No. 120
Centerdale Manor
North Providence, Rhode Island
(RI 43-HO23-121)

Supplementary Conditions of the Contract for Construction

FHA FORM NO. 2554
Rev. 12/74

SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1 - LABOR STANDARDS

A. (1) All mechanics and laborers 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 Regulations of the Secretary of Labor. Part 3 (29 CFR Part 3), the full amounts due at the time of payment computed at wage rates not less than those contained in the applicable wage determination decision of the Secretary of Labor, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics; and the applicable wage determination decision shall be posted by the Contractor 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 29 CFR 5.5 (a)(1)(iv), which provides substantially as follows:

> If the contractor does not make payments to a trustee or other third person, he 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 of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract: *Provided, however,* The Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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.

(2) Whenever the minimum wage rate prescribed in the applicable wage determination decision for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay the cash equivalent of such a fringe benefit, if the interested parties cannot agree upon the cash equivalent, the question, accompanied by the recommendation of the FHA, shall be referred to the Secretary of Labor for determination.

(3) The term "applicable wage determination decision" as used herein means the unexpired wage decision, in effect at the time construction starts, specifying the wage rates prevailing in the locality in which the work is to be performed for the corresponding classes of laborers and mechanics employed on construction of a similar character, as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), including effective changes in the decision. Wage decision changes, such as modifications and supersedeas decisions, shall be effective unless, prior to their issuance by the Secretary of Labor, construction of the project has been started or the project mortgage has been initially endorsed for insurance.

(4) Any class of laborers or mechanics, including apprentices and trainees, which is not listed on the wage determination, and which is to be employed under the contract shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the FHA to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers or mechanics to be used, the question, accompanied by the recommendation of the FHA, shall be referred to the Secretary of Labor for final determination.

B. (1) Payrolls and basic records relating thereto shall be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics employed in the construction of the project. The payrolls shall contain the name, address and Social Security number of each such employee, his correct classification (including the wage-rate step of each apprentice), 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, gross wages earned, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain

records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(2) A laborer or mechanic who performs work on the project in more than one classification within the same workweek shall be classified and paid at the highest wage rate applicable to any of the work which he performs unless the following requirements are met:

(a) Accurate daily time records shall be maintained. These records must show the time worked in each classification and the rate of pay for each classification, and must be signed by the workman.

(b) The payroll shall show the hours worked in each classification and the wage rate paid for each classification.

(c) The payroll shall be signed by the workman, or a signed copy of the daily time records shall be attached thereto.

(3) (a) A copy of all payrolls, including those of all subcontractors, shall be submitted weekly to the FHA by the prime contractor. The copy of each payroll shall be accompanied by a "Weekly Statement of Compliance" in the form specified in Regulations of the Secretary of Labor, Part 3 (29 CFR Part 3). The statement shall be executed by the employer (owner, partner or corporate officer) or, if a copy of a current letter of authorization signed by the employer is furnished to the FHA, the statement may be signed by the employee authorized in said letter to supervise the payment of the employees.

(b) A copy of any finding by the Secretary of Labor under 29 CFR 5.5 (a)(1)(iv) shall be furnished to the FHA by the Contractor with the first payroll submitted following receipt of the finding.

(4) The Contractor and all subcontractors shall make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the FHA and the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. The subcontractors shall also make such records available to, and permit such interviews by, authorized representatives of the Contractor.

C. (1) 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, United States Department of Labor; or, if no such recognized agency exists in a state, under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. With the exception of trainees as referred to in C(2) below, any employee listed on a payroll at an apprenticeship wage rate who 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 Contractor shall furnish to the FHA written evidence of the required registration of his program and apprentices and those of subcontractors, the approved ratios of apprentices and trainees to journeymen, and the approved apprentice wage rates for the area of construction, prior to the use of the apprentices and trainees on the contract work.

(2) 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 the contracts are in excess of $10,000, in accordance with the provisions of Part 5a of Subtitle A of Title 29.

D. (1) The Contractor, his subcontractors and any lower tier subcontractors shall insert conditions A through E hereof in any subcontracts into which they may enter. The Contractor shall not thereby be relieved of responsibility for compliance with the aforesaid conditions.

(2) The Contractor will be required to execute FHA Form No. 2403-A, Contractor's Prevailing Wage Certificate, as a condition precedent to insurance by the Federal Housing Administration of that certain mortgage loan, or an advance thereof, made or to be made by the mortgagee in connection with the construction of the project.

E. (1) In the event of failure of the Contractor or any subcontractor to comply with the foregoing conditions, the owner may withhold from the Contractor any payment or advances payable to the Contractor until the Contractor establishes, to the satisfaction of the Federal Housing Commissioner, that the violations of the aforesaid conditions no longer exist.

(2) A breach of the foregoing conditions may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6 and 24 CFR 200.190 - 200.195.

ARTICLE 2 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

G. The Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 3 - APPRENTICESHIP

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A. (1) The Contractor agrees:

(i) That he will make a diligent effort to hire for the performance of the contract 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 contract the applicable ratio as determined by the Secretary of Labor.

(ii) That he will assure that 25 percent of such apprentices or trainees in each occupation are in their first year of training, where feasible. Feasibility here involves a consideration of (a) the availability of training opportunities for first year apprentices, (b) the hazardous nature of the work for beginning workers, (c) excessive unemployment of apprentices in their second and subsequent years of training.

(iii) That during the performance of the contract he will, to the greatest extent possible, employ the number of apprentices or trainees necessary to meet currently the requirements of subdivisions (i) and (ii) of this subparagraph.

(2) The Contractor agrees to 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. The Contractor agrees to make these records available for inspection upon request of the Department of Labor and the Department of Housing and Urban Development.

(3) The Contractor who claims compliance based on the criterion, stated in B.(2) of this Article agrees to maintain records of employment, as described in subparagraph (2), on non-Federal and nonfederally assisted construction work done during the performance of this contract in the same labor market area. The Contractor agrees to make these records available for inspection upon request of the Department of Labor and the Department of Housing and Urban Development.

(4) The Contractor agrees to supply one copy of the written notices required in accordance with B.(3) of this Article at the request of Federal agency compliance officers. The Contractor also agrees to supply at 3-month intervals during performance of the contract and after completion of contract 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 copy of the statement will be sent to the Department of Housing and Urban Development and one to the Secretary of Labor.

(5) The provisions of section A of this Article shall not apply with regard to any contract, if the Secretary of Housing and Urban Development has determined it is likely that making of the contract with the clauses contained in section A will prejudice the national security.

B. A Contractor will be deemed to have made a "diligent effort" as required by section A above if during the performance of his contract he accomplishes at least one of the following three objectives:

(1) The Contractor employs on this project a number of apprentices and trainees by craft as required by the contract clauses at least equal to the ratios established in accordance with section C below.

(2) The Contractor employs, on all his public and private construction work combined in the labor market area of this project, an average number of apprentices and trainees by craft as required by the contract clauses, at least equal to the ratios established in accordance with section C below.

(3) (a) Before commencement of work on the project, the Contractor if covered by a collective bargaining agreement will give written notice to all joint apprenticeship committees, the local U.S. Employment Security Office; local chapter of the Urban League, Workers Defense League, or other local organizations concerned with minority employment; and the Bureau of Apprenticeship and Training Representative, U.S. Department of Labor, for the locality. The Contractor if not covered by a collective bargaining agreement will give written notice to all the groups stated above except joint apprenticeship committees; this contractor also will notify all non-joint apprenticeship sponsors in the labor market area.

(b) The notice will include at least the contractor's name and address, the job site address, value of the contract, expected sta ting and completion dates, the estimated average number of employees in each occupation to be employed over the duration of the contract, and a statement of his willingness to employ a number of apprentices and trainees at least equal to the ratios established in accordance with section C below.

(c) The Contractor must employ all qualified applicants referred to him through normal channels (such as the Employment Service, the Joint Apprenticeship Committees and, where applicable, minority organizations and apprentice outreach programs who have been delegated this function) at least up to the number of such apprentices and trainees required by the applicable provision of section C below.

C. The Secretary of Labor has determined that the applicable ratios of apprentices and trainees to journeymen in any occupation shall be as follows:

(1) In any occupation the applicable ratio of apprentices and trainees to journeymen shall be equal to the predominant ratio for the occupation in the area where the construction is to be undertaken, set forth in collective bargaining agreements or other employment agreements, and available through the Regional Manager for the Bureau of Apprenticeship and Training for the applicable area.

(2) For any occupation for which no such ratio is found, the ratio of apprentices and trainees to journeymen shall be determined by the Contractor in accordance with the recommendations set forth in the standards of the National Joint Apprentice Committee for the occupation, which are filed with the U.S. Department of Labor's Bureau of Apprenticeship and Training.

(3) For any occupation for which no such recommendations are found, the ratio of apprentices and trainees to journeymen shall be at least one apprentice or trainee for every five journeymen.

D. Variations, tolerances, and exemptions from any requirement of this Article may be granted when such action is necessary and proper in the public interest, or to prevent injustice, or undue hardship. A request for a variation, tolerance, or exemption may be made in writing by any interested person to the Secretary, U.S. Department of Labor, Washington, D.C. 20210.

E. Enforcement of these provisions shall be in accordance with the procedures outlined in Section 5.6 of 29 C.F.R.

F. The Contractor shall include the provisions of A through F in every subcontract so that such provisions will be binding on each subcontractor.

ARTICLE 4--HEALTH AND SAFETY

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

B. Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

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

ARTICLE 5 - EQUAL OPPORTUNITY FOR BUSINESSES AND LOWER INCOME PERSONS LOCATED WITHIN THE PROJECT AREA

(Applicable to Section 236 projects, where the estimated replacement cost of the project as determined by the Secretary of Housing and Urban Development exceeds $500,000, and to all projects, including Section 236 regardless of estimated replacement cost, receiving rent supplement assistance under Title I. Section 101 of the Housing and Urban Development Act of 1965)

A. 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, 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 contract 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 contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

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 applical rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

EXHIBIT E

Job No. 120
Centerdale Manor
North Providence, Rhode Island
(RI 43-HO23-121)

Requirements for Monthly Utilization Report

R. I. Housing & Mortgage Finance Corp.
40 Westminster Street
Suite #1420
Providence, Rhode Island 02903
401-751-5566

TO ALL GENERAL CONTRACTORS

DATE September 22, 1978

SUBJECT MONTHLY UTILIZATION REPORT (257)

AS OF OCTOBER 1, 1978, THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS (OFCCP), EMPLOYMENT STANDARDS ADMINISTRATION, DEPARTMENT OF LABOR, WILL BECOME THE PRIMARY MONITORING AND ENFORCEMENT AGENCY OVER ALL CONTRACTORS HOLDING FEDERAL AND FEDERALLY ASSISTED CONTRACTS. CONSEQUENTLY, YOU WILL REPORT ALL FEDERALLY ASSISTED AND NON FEDERAL CONTRACTS TO THE OFCCP. IN THIS REGION COMPRISING THE SIX NEW ENGLAND STATES, THE OFFCCP WILL CONSIST OF FIVE OFFICES:

PROVIDENCE AREA OFFICE

Office of Federal Contract Compliance
Employment Standards Administration
U.S. Department of Labor
2nd Floor, Mason Bldg.
169 Weybosset Street
Providence, RI 02903

...3 ...The Drawing Board, Inc., Box 513, Dallas, Texas

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

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

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

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o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Execu-

Appendix A

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of $10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally assisted construction contract or subcontract.

Area Covered

Goals for Women apply nationwide.

Goals and Timetables

Timetable	*Goals (percent)*
From Apr. 1, 1978 until Mar. 31, 1979	3.1
From Apr. 1, 1979 until Mar. 31, 1980	5.0
From Apr. 1, 1980 until Mar. 31, 1981	6.9

Appendix B

Until further notice, the following goals and timetables for minority utilization shall be included in all Federal or federally-assisted construction contracts and subcontracts in excess of $10,000 to be performed in the respective covered areas. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally-assisted construction contract or subcontract.

[1]Region refers to the 10 regions in which the U.S. Department of Labor has offices. These Regions are headquartered in Boston, New York, Philadelphia, Atlanta, Chicago, Dallas, Kansas City, Denver, San Francisco, and Seattle, which are numbers I through X respectively.

State of Rhode Island Area

Area Covered—Statewide.

Goals and Timetables

Timetable	Trade	Goal (percent)
Until further notice.	All	5.0

ADP 000154

EXHIBIT F

Job No. 120
Centerdale Manor
North Providence, Rhode Island
(RI 43-HO23-121)

RIDER TO CONTRACT

RIDER TO CONTRACT dated _____ between Marshall Contractors, Inc.

_____ as Contractor

and C. Pezzi & Son. Inc as 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" specifie by Section 135.20(b) of the regulations and Paragraph (d) of this Section in all contract 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.

ADP 000156

[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.

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.

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 labore 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 th 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 disbursed by HUD for and on account of the Owner or the subcontractor to

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.

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.

MARSHALL CONTRACTORS INC.

EXHIBIT G

Job No. 120
Centerdale Manor
North Providence, Rhode Island
(RI 43-HO23-121)

Schedule of Insurance Requirements

Please have your Insurance Certificates prepared and forwarded as soon as possible. The Insurance Requirements are as follows:

WORKMEN'S COMPENSATION	Statutory
Section B, Employer's Liability	$500,000
COMPREHENSIVE GENERAL LIABILITY	
Bodily Injury Limit	$1,000,000 Each Occurrence $1,000,000 Aggregate
Property Damage Limit	$500,000 Each Occurrence $500,000 Aggregate

Including:

XCU where required
Contractual Liability
Completed Operations (Maintained for 2 years after final payment)
Broad Form Property Damage
Personal Injury
Independent Contractors, where required

AUTOMOBILE LIABILITY (including all owned, non-owned and hired vehicles)	
Bodily Injury Limit	$500,000 Each Person $1,000,000 Each Occurrence
Property Damage Limit	$500,000 Each Occurrence

EXCESS OVERALL UMBRELLA LIABILITY: $1,000,000

CANCELLATION CLAUSE: 30 day notice of cancellation required

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

EXHIBIT H

Job No. 120
Centerdale Manor
North Providence, Rhode Island
(RI 43-HO23-121)

Affirmative Action Program Requirements

AFFIRMATIVE ACTION PROGRAM AGREEMENT

Agreement entered into as of February 23, 19_{82}, 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.

ADP 000165

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

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.

5. 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.

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)

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	
2.	Metals	
3.	Waterproofing	
4.	Roofing	
5.	Drywall/Acoustical	
6.	Resilient	
7.	Carpets	
8.	Elevators	
9.	Plumbing	
10.	H V A C	
11.	Sprinkler	
12.	Electrical	
13.	Painting	
14.	Sitework	
15.	Landscaping	

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.	

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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 hereafte provided for.

5. The Contractor will inform subcontractors, if any, of their respectiv 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 organizatior 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 hir 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 publicatior 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.

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 durin 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

The Subcontractor understands that unless he/she is able to demonstrate within a specified time his/her compliance with the provisions contained in this Affirmative Action Program or satisfy the Corporation why he/she is unable to comply with such provisions, the Corporation reserves the right to:

(1) Suspend any payment or part thereof due under the contract. The amount to be suspended, however, is to be limited to the amount due the Subcontractor who is in noncompliance with his/her obligations as contained in this Affirmative Action Program.

(2) Impose the sanctions of debarment, suspension or ineligibility with regard to participation in any other project financed by a Rhode Island Housing and Mortgage Finance Corporation mortgage.

The Corporation's rights as described in Items (1) and/or (2), if exercised, will remain in effect until such time as the Subcontractor is able to both comply and demonstrate his/her compliance with the provisions of this Affirmative Action Program.

If at any time after imposition of the above sanction, the Subcontractor is able to demonstrate that he/she is in compliance with this Affirmative Action Program, he/she may request suspension of this sanction, at which time a final determination will be made by the Corporation as to whether the Subcontractor is in compliance. Upon a favorable determination, the sanction shall be lifted.

The Subcontractor further agrees to carry out such sanctions and penalties for violation of provisions contained in Paragraphs A through C of this agreement as may be imposed upon his/her subcontractor by the corporation. However, no determination of non-compliance can be made against a subcontractor without the benefit of a duly conducted compliance review or unless the subcontractor refuses to provide requested documentation relevant to Affirmative Action activities under this agreement.

F. 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 Subcontractor to meet agreed upon minority utilization goals.

G. Severability

The provisions contained in this Affirmative Action Program 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 affect or impair any of the remaining provisions.

H. Duration

This Affirmative Action Program shall last for the duration of all construction activities on this development. Any recommendations for changing or altering the provisions of this Program shall be referred to the corporation for disposition.

DATE _____ SUBMITTED BY _____
(Name of Firm or Company

_____
(Signature of Principal)

TO BE IMPLEMENTED BY _____
(Signature of E.O. Officer)

APPROVED BY _____

DATE _____ SUBMITTED BY _____

APPROVED BY _____

EXHIBIT M

Job No. 120
Centerdale Manor
North Providence, Rhode Island
(RI 43-HO23-121)

Schedule of Work

I. In continuation of Section 1.1 of the Subcontract Agreement, the Subcontractor will complete all work as specified under:

Section 02010 - SUBSURFACE INVESTIGATION;
Section 02110 - SITE CLEARING;
Section 02200 - EARTHWORK;
Section 02270 - SLOPE PROTECTION AND EROSION CONTROL;
Section 02900 - SITE UTILITIES;
Section 02910 - WATER DISTRIBUTION.

II. The scope of the Subcontract Work is modified and/or clarified as follows:

1. The Subcontract Work also includes, but is not necessarily limited to, the following:

a) All clearing and grubbing;
b) Clipping and removal of stumps including hauling;
c) Select clearing;
d) Site grading;
e) Rough grading;
f) Cuts, cuts to fill;
g) Removal from site of all excess;
h) Miscellaneous grading;
i) Disposal of all barrels;
j) All Building Excavation complete, including:
   1- Excavation to Elevation 93.333 or as required;
   2- 6" Gravel Base;
   3- Sand 2" + 2"
   4- 2 layers MOISTOP;
   5- All fill to underside of slab;
   6- Excavate exterior walls, ramps, etc.;
   7- All handwork including fill;
   8- All finegrade, including handwork under slab;
   9- All handwork for exterior work;
   10- All pumping and dewatering as required;
   11- Miscellaneous trenching as required.
k) All erosion control as required;
l) All Rip-Rap as specified under Section 02440 - SITE IMPROVEMENTS, and wherever else specified, detailed, or required;
m) Furnish, deliver, unload, spread and compact all gravel base under paving and under concrete walks, including all integral curb and sidewalks and any handwork and firegrade required therefor;
n) The storm system complete including concrete headwalls as required;
o) The sanitary sewer system complete including:
   1- All excavation, back fill and compaction as required;
   2- All ductile iron pipe as required;

3- All RIC WIL pipe as required including concrete piers and abutments at crossover and steel supports, channels and beams as required;
4- Cutting and patching of strut;
5- Pumping and dewatering;
6- All Rip-Rap as required;
7- All bedding as required;
8- Backfill materials to be from on-site.

p) The Water Distribution System complete, including wet tap, hydrants, meter pit and meter.

2. It is hereby mutually understood and agreed that with respect to the RIC WIL and the cross-over, the Subcontractor has included:

a) ± 20' RIC WIL pipe with 2 coats bituminous paint;
b) 2 abutments approximately 12" deep, 6" wide, 6' high;
c) 2 each 21" 44 lb. 54' long steel beams;
d) 8 sets of channels, 1 top and 1 bottom, at 6' a part, C 6" - 8.2#, welded.

3. The Subcontract Work excludes the following:

a) Excavation, backfill, compaction and handwork for interior mechanicals;
b) Precast concrete curbs, precast concrete bumpers, precast/wood benches, and wood guardrail;
c) Landscaping;
d) Asphalt paving;
e) Striping;
f) Excavation, backfill and light pole bases;
g) Engineering and layout of building; all other engineering and layout required for the performance and completion of the Subcontract Work will be the responsibility of Subcontractor.

4. It is hereby mutually understood and agreed that the Subcontractor will coordinate its work with that of the electrical subcontractor so that telephone and fire alarm lines can be placed in open trenches by the electrical subcontractor prior to backfilling and compaction by the Subcontractor.

5. The Subcontractor acknowledges and agrees that he will as a part of this Subcontract remove from the site all barrels and/or drums encountered whether above or below the surface. The Subcontractor will provide any special suits, respirators, gloves, boots and/or other equipment and/or clothing required for this work. The Subcontractor will remove from the site and dispose of those barrels or drums which are open containing water but no residue, those sealed which contain an unknown substance. With respect to those barrels or drums containing an unknown substance - or as requested by DEM - the Subcontractor will line up those barrels or drums in an area designated by Contractor for inspection by DEM. If DEM determines that the unknown substance is not hazardous, the Subcontractor shall dispose of same. In the event DEM determines that the unknown substance is hazardous and requires handling by a contractor specializing in the removal of hazardous wastes (e.g. Jetline), the Subcontractor shall have no further responsibility as to this removal.

With respect to the disposal of said barrels or drums, if Subcontractor is required to take same to the "Central Landfill", the Subcontract Price excludes only any "dump charges" associated therewith, and in such event, the Subcontract Price will be increased by the actual costs of said "dump charges".

6. The Subcontract Price is based in part on the removal and disposal of any excess at a "pit" owned by Subcontractor.

   In the event that such excess is determined to be solid waste requiring disposal in any of the manners set forth below, the Subcontract Price will be adjusted as set forth hereinafter:

   a) Dispose in an unlicensed landfill not owned by Subcontractor: Lump Sum Increase $7,700.00

   b) Dispose in a licensed landfill: Lump Sum Increase $15,400.00

   c) Dispose in State owned Central Landfill: Lump Sum Increase $7,700.00, which excludes "dump charges".

7. In the event that the Contractor requests that the Subcontractor furnish, deliver, unload and spread loam as specified under Section 02480 - LANDSCAPE WORK, the Subcontract Price will be increased by the lump sum amount of $22,000.00.

8. In the event of changes to the scope of the Subcontract Work, the Subcontract Price will be increased or decreased, as the case may be, in accordance with the following unit prices:

   a) Excavate, backfill, compact trenches for interior mechanicals and electricals: $2.00 LF

   b) Excavate, backfill and compaction for site lighting: $1.50 LF

   c) Excavate, backfill and compaction for light pole bases: $45.00 each

   d) Excavate, backfill and compact for precast curbs: $1.75 LF

   e) Rock Excavation:
      1 - Open - over 2 cubic yards: $10.00 CY

      2 - Trench - over 1 cubic yard: $30.00 CY

9. All prices set forth herein include all applicable Sales and/or Use Taxes and overhead and profit.

10. The Subcontract Work includes open rock excavation of 2 cubic yards and less and trench rock excavation of 1 cubic yard and less.

11. The Subcontractor shall furnish a Performance and Payment Bond in a form and from a surety satisfactory to the Contractor in the amount of the full value of the Subcontract Agreement. An amendment will be issued increasing the Subcontract Price for the cost of the premium.

... 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:

ADP 000178

WITNESS:

(Signature) GEN. PARTNER

Bernard Hodes General Partner
(Name and Title)

CENTERDALE MANOR ASSOCIATES

EXHIBIT I

Job No. 120
Centerdale Manor
North Providence, Rhode Island
(RI 43-HO23-121)

PRECONSTRUCTION CONFERENCE

Name of Development Centerdale Manor

HUD Number RI43-H023-121

Date February 24, 1982

The purpose of this preconstruction conference is to review and discuss with the owner and prime/general contractor provisions of the "AGREEMENT TO ENTER INTO A HOUSING ASSISTANCE PAYMENT CONTRACT" (Hereinafter referred to as the Agreement) relating to labor standards, equal opportunity and Section 3.

It is presumed that the owner read and understood all provisions of the Agreement prior to executing such agreement, however to ensure such understanding we will review some of those provisions and discuss reporting procedures not specified in the Agreement.

Any omissions of specific provisions of the Agreement from the context of this conference should not be construed to mean that such provisions are unimportant or that the owner is relieved of his/her responsibility to comply with all provisions of his/her agreement.

EXHIBIT I1

Job No. 120
Centerdale Manor
North Providence, Rhode Island
(RI 43-H023-121)

-PREVAILING WAGE HIGHLIGHTS-

ll General Contractors are required to submit to Rhode Island Housing and Mortgage inance Corporation the following:

- All subcontracts must be approved by Rhode Island Housing and Mortgage Finance Corporation prior to award of subcontracts.

  a) Complete subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements and forward to RIHMFC.

- All payrolls for each contractor (prime and sub) must be submitted weekly to RIHMFC.

  a) Name, address and Social Security Number should be listed on the first payroll the workers name appears on. Please indentify minority workers; Spanish American, Black, Oriental American, American Indian and/or Female.

  b) All job classifications must appear on all payrolls throughout construction period.

  c) All wages must be broken down to hourly rate.

  d) Each workman should not be paid less than the rates outlined in the Prevailing wage decision RI81-3042,Mod.#1,2, and 3

  e) Proper Certification for all Apprentices and/or Trainees must be submitted to RIHMFC prior to construction start date.

  f) On all fringe benefit sheets indicate whether fringe benefits are paid to approved plans, funds or programs or whether fringe benefits are paid in cash.

A list of subcontractors who have worked on site during applicable requisition period must be submitted with each requisition.

TE: It should be noted that in any case when the above requirements are not compl with requisitions can and will be held up.

ADP 000180

EXHIBIT I2

Job No. 120
Centerdale Manor
North Providence, Rhode Island
(RI 43-HO23-121)

Labor Standards

Exhibit I2

LABOR STANDARDS

HUD assisted programs provides that all laborers and mechanics employed in construction be paid wages at rates not less than those prevailing in the area, as determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act.

Additionally, the contractor shall comply with the Copeland (Anti-kickback) Regulations (29CFR Part 3) of the secretary of Labor which are herein incorporated by reference.

The combined total of the basic hourly rate of pay and the rate of contributions or costs for the specified fringe benefits is the required "Wage Rate". 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.

The rates of pay for laborers and mechanics as covered in the wage determination number RI81-3042, Mod #1,2,and 3 for this development shall be paid to all regardless of any contractual relationship which may be alleged to exist between a contractor or sub-contractor and such laborers and mechanics.

The term "Wage Decision" includes the original wage decision and any subsequent decisions which modifies, supersedes or otherwise changes the provisions of the original decision, except that if construction has been started or a mortgage initially endorsed such changes on modifications shall not be effective. Wage decisions are effective for a period of 120 days from the date of issue. Changes bear the same expiration as the wage decision to which they relate. Initial endorsement does not prevent expiration of wage determination. Only construction start will prevent expiration.

Exhibit I2 (Continued)

LABOR STANDARDS
(continued)

All laborers and mechanics employed in the construction of the project shall be paid unconditionally and not less often than once a week.

For the purposes of Section 212(a) of the National Housing Act, the term "Laborer" and "Mechanics" do not include the following classifications and therefore are not subject to prevailing wage requirements:

(1) Project Superintendent
(2) Project Engineer
(3) Supervisory Foremen* (as distinguished form working foreman)
(4) Watchman
(5) Waterboy
(6) Messenger
(7) Clerical workers/timekeeper, payroll clerk and bookkeep

*A working foreman is one who, in addition to his supervisory duties, performs the work of a laborer or mechanic during a substantial portion (at least 20%) of his work week. He must be paid not less that the applicable laborer or mechanic for all hours in which he performs these duties.

A laborer or mechanic who performs work on the project in more than one classification within the same work week shall be classified and paid at the highest wage rate applicable to any of the work which he performs unless the following requirements are met:

Accurate daily time records shall be maintained. These records must show the time worked in each classification, and must be signed by the workman.

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 to conform to the wage determination. In the even that an agreement cannot be reached on the proper classification or reclassification c a particular class of laborers and mechanics (including apprentices and trainees) to be used, the question will be referred to HUD to the Secretary of Labor for the final determination.

Exhibit I2 (Continued)

LABOR STANDARDS
(continued)

As a matter of administration policy the Department of Labor and HUD will take no exception to the employment of students during their summer vacations at wage rates below the prevailing rates.

The principal contractor is required to furnish (1) Written evidence that each apprentice is registered, individually, by the appropriate state or federal apprenticeship agency. This written evidence should specify the wage rate and step of apprenticeship. (2) Written evidence of the apprenticeship agency approved ratio of apprentices to journeymen. (3) Written evidence of the apprenticeship-approved apprentice wage rates for the area in which the development is located. All apprentice certifications should be obtained by the contractor before permitting the apprentice to work on the development.

Any employee listed on a payroll at an apprentice wage rate who is not a certified apprentice or trainee as defined in the agreement shall be paid the wage rate determined by the Secretary of Labor for the classification of work actually performed.

The contractor shall submit to this office copies and summaries of all payrolls of his contractors (principal and subs) for each work week from the time construction begins until construction is completed. The initial and final payrolls shall be indentified accordingly.

Payroll reports (of all applicable contractors - principal and sub) must be received within 14 days of construction start date and every week thereafter until construction completion.

All contractors should use the Dept. of Labor Form 347 payroll report form or an appropriate payroll form of his own, however such form must include all required items of information and the text of the weekly statement with respect to the payment of wages which appears on the reverse side of form 347.

Signed weekly by

Exhibit I2 (Continued)

LABOR STANDARDS
(continued)

Each workman's address and Social Security Number must be on the first payroll on which the employees name appears. If the workman's address changes it must be reported on subsequent payroll submissions.

In addition all minority workers should be identified on each payroll report i.e. Black, Spanish American, American Indians, Asian American & Female.

A representative from our office must be permitted to interview employees during work hours on the job.

The owner shall insert in any subcontract Section 1.6 (and with respect to Section 1.6g(2) copies of 29 C.F.R. 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) of the Contract Rider provided and also a clause requiring the subcontractors to include these sections in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

A copy of the applicable wage decision must be posted at the site of the work, in a conspicuous place available to the workers.

* * * * * *

Lower Tier Sub. Approvals

LaP

EXHIBIT J

Job No. 120
Centerdale Manor
North Providence, Rhode Island
(RI 43-HO23-121)

Equal Opportunity

Exhibit J

EQUAL OPPORTUNITY

Authority

1. All construction contractors (prime & sub) of developments receiving federal assistance are obligated by provisions under Executive Order 11246 to take Affirmative Action to insure that employees and applicants for employment are not discriminated against because of race, color, religion, age, 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; selection for training including apprenticeship.

Requirements

2. 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 the "Agreement to Enter into Housing Assistance Payment Contract" Section's 1.2, 1.3 and 1.4 of the Contract Rider provided, as well as Provisions A thru D of the Affirmative Action Program Agreement.

3. Prior to the award of any Contracts all prime and/or sub with proposed contracts of $10,000 or more are required to complete, execute and submit to the Corporation the Model Affirmative Action Program. Although primary emphasis will be given to assuring that the requirements are met on construction work performed under a HUD assisted development the equal opportunity clause also applies to administrative, supervisory, professional and clerical personnel.

4. Each contractor and each subcontractor must engage in affirmative action directed at increasing minority manpower utilization, which is at least as extensive and as specific as the following:

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ADP 000187

Equal Opportunity (continued)

Exhibit J (Continued)

1. The contractor should have notified minority organizations when employment opportunities were available and should have maintained records of the organizations' response.

2. The contractor should have maintained a file of the names and addresses of each minority referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, the reasons therefor. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the contractor, the file should have documented this and the reasons therefor.

3. The contractor should have promptly notified the contracting or administering agency and the Office of Federal Contract Compliance Programs when the union or unions with which the contractor has collective bargaining agreements did not refer to the contractor a minority sent by the contractor, or when the contractor had other information that the union referral process has impeded efforts to meet its goals.

4. The contractor should have disseminated its EEO policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports, and by advertising such policy at reasonable intervals in union publications. The EEO policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority employees.

5. The contractor should have disseminated its EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussing it with all subcontractors.

6. The contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority organizations, schools with substantial minority enrollment, and minority recruitment and training organizations within the contractor's recruitment area.

7. The contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.

8. The contractor where reasonable should have developed on-the-job training opportunities and participated and assisted in all Department of Labor funded and/or approved training programs relevant to the contractor's employee needs consistent with its obligations under this Part II.

9. The contractor should have made sure that seniority practices and job classification do not have a discriminatory effect.

10. The contractor should have made certain that all facilities were not segregated by race.

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ADP 000188

11. The contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

12. The contractor should have solicited bids for subcontracts from available minority subcontracts engaged in the trades covered by these Bid Conditions, including circulation of minority contractor associations.

a. Documentation of bidding opportunities made available to minority contractors must be forwarded to this office prior to approval of the award of relevant subcontract. Such documentation must include:

1) Names & location of bidders
2) Date of bid
3) Amount of acceptable bid
4) Final outcome and reasons thereof

All contractors (prime and sub) must maintain an affirmative action file to keep written reports with dates detailing their efforts to meet their affirmative action responsibilities. This file shall be considered in determining good faith efforts on the part of such contractors to meet their equal employment opportunity obligations.

Posters provided must be displayed in a conspicuous place on the construction site.

Review of Affirmative Action Program Agreement and Affirmative Action Program (Subcontractor's) resulted in establishment of minority hiring goal of 10%, a female hiring goal of 6.9%,** and a minority subcontractors goal of 3% of _____ _____ total construction dollar amount for _____.

A contract cannot be awarded or executed without prior written approval from the RIHMPC. A contract award without such approval is void.

The Employment Utilization Report Standard Form 257 must be completed by each subject contractor and signed by a responsible official of the company. The reports are to be filed as directed. In addition, each contractor (prime and sub) must file Monthly Minority Utilization Reports as directed by the RIHMPC's Equal Opportunity Coordinator.

**effective April 1, 1980 until further notice, the female goal will be 6.9%.

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Site Inspections

Within the first week of construction start, a site inspection will be made by the E.O. coordinator to ensure technical compliance with E.O. requirements. i.e. display of E.O. posters and availability of manning tables on site. In addition the E.O. Coordinator will be conducting site inspections the first week of each month during construction.

Compliance Action

Compliance review conferences will be conducted only when warranted. If through our standard monitoring procedures we find a contractor prime or sub is not meeting his affirmative action commitments or if there exists some major discrepancies in their E.O. reports, the Corporation will conduct a compliance review to ascertain reasons for such problems or discrepancies. The following procedure will be followed to resolve non-compliance issues:

a) Initial Compliance Review Conference with the E.O. Coordinator, owner, prime contractor and other involved parties.

b) Follow up compliance review conference with same parties who participated in initial conference.

c) If warranted (by lack of good faith) a show cause hearing with all involved parties and a hearing panel (owner applicant, the Executive Director of the Corporation and the E.O. Coordinator).

Wrap up Meeting

Upon completion of construction an informal meeting with the owner, prime contractor and E.O. Coordinator to discuss success failure or problems experienced in relationship to affirmative action activities.

* * * * * *

ADP 000190

CONTRACTOR UNDERSTANDS THE FOLLOWING:

Exhibit J (Continued)

1. That reliance on unions as a referral agent does not satisfy his/her obligation and responsibilities under this contract.

2. That SF-257 reports are due the 5th day following the month covered by the report.

3. That Cumulative Employment Utilization reports are due the 5th day of each month.

4. How to complete both the SF-257 and Cumulative Employment Utilization reports.

5. That he must document all efforts made to make awards to monority subcontractors.

6. That all subcontractors must be approved by RIHMFC prior to award of contract.

7. That he must inform all subcontractors of their EEO & Prevailing Wage responsibilities.

8. He must submit a list of subcontractors on the site each month at requisition meetings.

9. That EEO notices, Fair Housing notices and Prevailing Wage schedule must be conspicuously displayed on the construction site.

Signatures:

Presentation made by:

_____ (Name)

_____ (Title)

_____ (Organization)

Owner:

_____ (Name)

_____ (Title)

_____ (Organization)

Contractor:

_____ (Name)

_____ (Title)

_____ (Organization)

EXHIBIT J1

Job No. 120
Centerdale Manor
North Providence, Rhode Island
(RI 43-H023-121)

Cumulative Monthly Employment Utilization
Report (M-16)

Exhibit J1

CUMULATIVE MONTHLY EMPLOYMENT UTILIZATION REPORT

FOR PERIOD ENDING _____

NAME & LOCATION OF CONTRACTOR	NAME & LOCATION OF DEVELOPMENT

Percent Complete _____

TRADES	TOTAL MANHOURS		MINORITY/FEMALE MANHOURS		CUMULATIVE MANHOURS		
	a. Cumulative Close Last Period	b. Current Period	c. Cumulative Close Last Period	d. Current Period	e. Total	f. Minority/ Female	g. % Minority Female Manhours

ADP 000193

Instructions for filing Cumulative Monthly Employment Utilization Report:

1. Name & Location of Contractor (self-explanatory)

2. Name & Location of development (self-explanatory)

3. Percent complete (level of completion of contractor work)

4. Trade - (self-explanatory)

   a. Cumulative Close Last Period - Total manhours worked on site (column e of previous report)

   b. Current Period - Total manhours worked on site during current reporting period.

   c. Cumulative Close Last Period - Total minority/Female manhours worked as of last reporting period (column of last report)

   d. Current Period - Minority/Female manhours worked during current reporting period.

   e. Total - Total of Column a & b

   f. Minority/Female = Total of Column c & d

   g. % Minority Female Manhours = f & e

ADP 000194

EXHIBIT J2

Job No. 120
Centerdale Manor
North Providence, Rhode Island
(RI 43-HO23-121)

Monthly Employment Utilization Report
(CC-257)

Employment Standards Administration, OFCCP | UTILIZATION REPORT

This report is required by Executive Order 11246, Sec. 203. Failure to report can result in contracts being cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts of federally assisted construction contracts.

2. EMPLOYERS I.D. NO.

MINORITY: _____ FROM: _____

FEMALE: _____ TO: _____

NAME AND LOCATION OF CONTRACTOR

FEDERAL FUNDING AGENCY

5. CONSTRUCTION TRADE	Classifications	6. WORK HOURS OF EMPLOYMENT (Federal & Non-Federal)										7. MINORITY PERCENTAGE	8. FEMALE PERCENTAGE	9. TOTAL NUMBER OF EMPLOYEES		10. TOTAL NUMBER OF MINORITY EMPLOYEES	
		6a. TOTAL ALL EMPLOYEES BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE							
		M	F	M	F	M	F	M	F	M	F			M	F	M	F
	Journey worker																
	APPRENTICE																
	TRAINEE																
	SUB-TOTAL																
	Journey worker																
	APPRENTICE																
	TRAINEE																
	SUB-TOTAL																
	Journey worker																
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	APPRENTICE																
	TRAINEE																
	SUB-TOTAL																
	Journey worker																
	APPRENTICE																
	TRAINEE																
	SUB-TOTAL																
TOTAL JOURNEY WORKERS																	
TOTAL APPRENTICES																	
TOTAL TRAINEES																	
GRAND TOTAL																	

11. COMPANY OFFICIAL'S SIGNATURE AND TITLE

12. TELEPHONE NUMBER (Include area code)

13. DATE SIGNED

PAGE _____ OF _____

OMB APPROVAL NO. 44 R1300

FORM CC-257 (Rev. 9/78)

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ADP 000196

Exhibit J2 (Continued)

INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT (CC-257)

e Monthly Utilization Report is to be completed by each subject contractor (both prime and sub) and signed by a
sponsible official of the company. The reports are to be filed by the 5th day of each month during the term of the
ntract, and they shall include the total work hours for each employee classification in each trade in the covered area
r the monthly reporting period. The prime contractor shall submit a report for its aggregate work force and collect
d submit reports for each subcontractor's aggregate work force to the Federal compliance agency that has Executive
rder 11246 responsibility. Additional copies of this form may be obtained from the U.S. Department of Labor,
mployment Standards Administration, OFCCP regional office for your area.

Compliance Agency — U.S. Government agency assigned responsibility for equal employ
ment opportunity. (Secure this information from the contracting
officer.)

Federal Funding Agency — U.S. Government agency funding project in whole or in part. If
more than one agency, list all.

Contractor — Any contractor who has a construction contract with the U.S. Gov
ernment or a contract funded in whole or in part with Federal
funds.

Minority — Includes Blacks; Hispanics; American Indians; Alaskan Natives; and
Asian and Pacific Islanders; both men and women.

1. Covered Area — Geographic area detailed in notice required under 41 CFR 60-4.2.

2. Employer's Identification Number — Federal Social Security Number used on Employer's Quarterly Fed
eral Tax Return (U.S. Treasury Department Form 941).

3. Current Goals (Minority & Female) — See current Notification.

4. Reporting Period — Monthly, or as directed by the compliance agency, beginning with
the effective date of the contract.

5. Construction Trade — Only those construction crafts which contractor employs in the
covered area.

6. Work Hours of Employment (a-e) — a. The total number of male hours and the total number of female
hours worked by employees in each classification.

b, c, d, e. The total number of male hours and the total number of
female hours worked by each specified group of minority employees
in each classification.

6. Classification — The level of accomplishment or status of the worker in the trade
(Journey Worker, Apprentice, Trainee).

7. Minority Percentage — The percentage of total minority work-hours of all work-hours (the
sum of columns 6b, 6c, 6d, and 6e divided by column 6a, just one
figure for each construction trade).

8. Female Percentage — For each trade the number reported in 6a, F divided by the sum of
the numbers reported in 6a, M and F.

9. Total Number of Employees — Total number of male and total number of female employees work
ing in each classification of each trade in the contractor's aggregate
work force during reporting period.

10. Total Number of Minority Employees — Total number of male minority employees and total number of
female minority employees working in each classification in each
trade in the contractor's aggregate work force during reporting
period.

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EXHIBIT J3

Job No. 120
Centerdale Manor
North Providence, Rhode Island
(RI 43-HO23-121)

PAYROLL

WAGE AND HOUR DIVISION

(For Contractor's Optional Use; See Instruction, Form WH - 347 Inst.)

BUDGET BUREAU NO. 44-R1003

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITHHOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
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ADP 000199

I, _____ (Name of signatory party), _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or subcontractor) on the _____ (Building or work); that during the payroll period commencing on the _____ day of _____, 19___, and ending the ____ day of _____, 19____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor or subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

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

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

(4) That:

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

☐ — In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

ADP 000200

EXHIBIT K

Job No. 120
Centerdale Manor
North Providence, Rhode Island
(RI 43-HO23-121)

Subcontractor's Certification
Concerning Labor Standards and Previaling Wage Requirements

Exhibit K

To: RHODE ISLAND HOUSING AND MORTGAGE FINANCE CORPORATION

Project Name:_____ Project No:_____

1. The undersigned, having executed a contract with_____

_____ for_____ in the amount of
(Contractor or Subcontractor) (Nature of Work)
$_____ for the construction of the above-identified project,

certifies that:

(a) The Labor Standards provisions of the supplementary conditions of the contract for construction are included in the aforesaid contract.

(b) Neither he/she nor any firm, corporation, partnership or association in which he/she has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a, 2(a)), or by the Assistant Secretary-Commissioner pursuant to Section 512 of the National Housing Act, as amended.

(c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

2. He/She agrees to obtain and forward to the contractor, for transmittal to the Rhode Island Housing and Mortgage Finance Corporation within ten days after the execution of any lower tier subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor in duplicate.

(a) The workman will report for duty on or about_____.
(Date)

3. He/She certifies that:

(a) The legal name and the business address of the undersigned are:

_____

_____

_____

(b) The undersigned is:

(1) A single proprietorship _____
(2) A partnership _____
(3) A corporation organized in the State of_____
(4) Other organization (describe) _____

(c) The name, title and address of the owner, partners or officers of the undersigned are:

Name	Title	Address

ADP 000202

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

_____

_____

_____

_____

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

_____

_____

_____

_____

_____

_____
Subcontractor

By: _____
(Signature)

_____
(Typed Name & Title)

_____
(Date)

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ADP 000203

EXHIBIT L

Job No. 120
Centerdale Manor
North Providence, Rhode Island
(RI 43-HO23-121)

AFFIRMATIVE ACTION PROGRAM
(SUBCONTRACTOR'S)

ADP 000204

AFFIRMATIVE ACTION PROGRAM
(SUBCONTRACTOR'S)

SUBCONTRACTOR'S NAME	PROJECT NAME
ADDRESS - ZIP CODE	PROJECT NUMBER
EEO OFFICER	PROJECT LOCATION (City, County, State)
AREA CODE - PHONE NUMBER	PROJECTED STARTING AND COMPLETION DATE
SUBCONTRACTOR'S TRADE OR SERVICE	GENERAL CONTRACTORS'S NAME

Opportunities for minority groups to realize adequate economic and employment advantages have been severely limited. Because of such, it is the policy of the Federal Government to ensure maximum opportunities in every construction development involving, directly or indirectly, Federal Assistance.

THEREFORE, _____,
(hereinafter referred to as the "Subcontractor") is obligated to take certain steps to ensure the creation of such opportunities and it is understood that if in the course of construction of _____,
Project No. _____, located at _____;
there is failure on the part of the Subcontractor to comply with governmental and/or the Rhode Island Housing and Mortgage Finance Corporation (hereinafter referred to as the "Corporation") affirmative action standards, policies and procedures pertaining to the employment of minority group members and females during construction, as well as, the utilization of minority owned businesses; the Subcontractor will be in default of his obligations as contained in his Contract for construction work on said development.

Accordingly, the Subcontractor hereby agrees to the following:

DATE _____ SUBMITTED BY _____

APPROVED BY _____

ADP 000205

98 KaP

The Subcontractor understands that unless he/she is able to demonstrate within a specified time his/her compliance with the provisions contained in this Affirmative Action Program or satisfy the Corporation why he/she is unable to comply with such provisions, the Corporation reserves the right to:

(1) Suspend any payment or part thereof due under the contract. The amount to be suspended, however, is to be limited to the amount due the Subcontractor who is in noncompliance with his/her obligations as contained in this Affirmative Action Program.

(2) Impose the sanctions of debarment, suspension or ineligibility with regard to participation in any other project financed by a Rhode Island Housing and Mortgage Finance Corporation mortgage.

The Corporation's rights as described in Items (1) and/or (2), if exercised, will remain in effect until such time as the Subcontractor is able to both comply and demonstrate his/her compliance with the provisions of this Affirmative Action Program.

If at any time after imposition of the above sanction, the Subcontractor is able to demonstrate that he/she is in compliance with this Affirmative Action Program, he/she may request suspension of this sanction, at which time a final determination will be made by the Corporation as to whether the Subcontractor is in compliance. Upon a favorable determination, the sanction shall be lifted.

The Subcontractor further agrees to carry out such sanctions and penalties for violation of provisions contained in Paragraphs A through C of this agreement as may be imposed upon his/her subcontractor by the corporation. However, no determination of non-compliance can be made against a subcontractor without the benefit of a duly conducted compliance review or unless the subcontractor refuses to provide requested documentation relevant to Affirmative Action activities under this agreement.

F. 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 Subcontractor to meet agreed upon minority utilization goals.

G. Severability

The provisions contained in this Affirmative Action Program 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 affect or impair any of the remaining provisions.

H. Duration

This Affirmative Action Program shall last for the duration of all construction activities on this development. Any recommendations for changing or altering the provisions of this Program shall be referred to the corporation for disposition.

DATE _____ SUBMITTED BY _____
(Name of Firm or Company)

_____
(Signature of Principal)

TO BE IMPLEMENTED BY _____
(Signature of E.O. Officer)

APPROVED BY _____

DATE _____ SUBMITTED BY _____

APPROVED BY _____

ADP 000206

EXHIBIT M

Job No. 120
Centerdale Manor
North Providence, Rhode Island
(RI 43-HO23-121)

Schedule of Work

I. In continuation of Section 1.1 of the Subcontract Agreement, the Subcontractor will complete all work as specified under:

Section 02010 - SUBSURFACE INVESTIGATION;
Section 02110 - SITE CLEARING;
Section 02200 - EARTHWORK;
Section 02270 - SLOPE PROTECTION AND EROSION CONTROL;
Section 02900 - SITE UTILITIES;
Section 02910 - WATER DISTRIBUTION.

II. The scope of the Subcontract Work is modified and/or clarified as follows:

1. The Subcontract Work also includes, but is not necessarily limited to, the following:

a) All clearing and grubbing;
b) Clipping and removal of stumps including hauling;
c) Select clearing;
d) Site grading;
e) Rough grading;
f) Cuts, cuts to fill;
g) Removal from site of all excess;
h) Miscellaneous grading;
i) Disposal of all barrels;
j) All Building Excavation complete, including:
   1- Excavation to Elevation 93.333 or as required;
   2- 6" Gravel Base;
   3- Sand 2" + 2"
   4- 2 layers MOISTOP;
   5- All fill to underside of slab;
   6- Excavate exterior walls, ramps, etc.;
   7- All handwork including fill;
   8- All finegrade, including handwork under slab;
   9- All handwork for exterior work;
   10- All pumping and dewatering as required;
   11- Miscellaneous trenching as required.
k) All erosion control as required;
l) All Rip-Rap as specified under Section 02440 - SITE IMPROVEMENTS, and wherever else specified, detailed, or required;
m) Furnish, deliver, unload, spread and compact all gravel base under paving and under concrete walks, including all integral curb and sidewalks and any handwork and firegrade required therefor;
n) The storm system complete including concrete headwalls as required;
o) The sanitary sewer system complete including:
   1- All excavation, back fill and compaction as required;
   2- All ductile iron pipe as required;

3- All RIC WIL pipe as required including concrete piers and abutments at crossover and steel supports, channels and beams as required;
4- Cutting and patching of strut;
5- Pumping and dewatering;
6- All Rip-Rap as required;
7- All bedding as required;
8- Backfill materials to be from on-site.

p) The Water Distribution System complete, including wet tap, hydrants, meter pit and meter.

2. It is hereby mutually understood and agreed that with respect to the RIC WIL and the cross-over, the Subcontractor has included:

a) ± 20' RIC WIL pipe with 2 coats bituminous paint;
b) 2 abutments approximately 12" deep, 6" wide, 6' high;
c) 2 each 21" 44 lb. 54' long steel beams;
d) 8 sets of channels, 1 top and 1 bottom, at 6' a part, C 6" - 8.2#, welded.

3. The Subcontract Work excludes the following:

a) Excavation, backfill, compaction and handwork for interior mechanicals;
b) Precast concrete curbs, precast concrete bumpers, precast/wood benches, and wood guardrail;
c) Landscaping;
d) Asphalt paving;
e) Striping;
f) Excavation, backfill and light pole bases;
g) Engineering and layout of building; all other engineering and layout required for the performance and completion of the Subcontract Work will be the responsibility of Subcontractor.

4. It is hereby mutually understood and agreed that the Subcontractor will coordinate its work with that of the electrical subcontractor so that telephone and fire alarm lines can be placed in open trenches by the electrical subcontractor prior to backfilling and compaction by the Subcontractor.

5. The Subcontractor acknowledges and agrees that he will as a part of this Subcontract remove from the site all barrels and/or drums encountered whether above or below the surface. The Subcontractor will provide any special suits, respirators, gloves, boots and/or other equipment and/or clothing required for this work. The Subcontractor will remove from the site and dispose of those barrels or drums which are open containing water but no residue, those sealed which contain an unknown substance. With respect to those barrels or drums containing an unknown substance - or as requested by DEM - the Subcontractor will line up those barrels or drums in an area designated by Contractor for inspection by DEM. If DEM determines that the unknown substance is not hazardous, the Subcontractor shall dispose of same. In the event DEM determines that the unknown substance is hazardous and requires handling by a contractor specializing in the removal of hazardous wastes (e.g. Jetline), the Subcontractor shall have no further responsibility as to this removal.

With respect to the disposal of said barrels or drums, if Subcontractor is required to take same to the "Central Landfill", the Subcontract Price excludes only any "dump charges" associated therewith, and in such event, the Subcontract Price will be increased by the actual costs of said "dump charges".

6. The Subcontract Price is based in part on the removal and disposal of any excess at a "pit" owned by Subcontractor.

   In the event that such excess is determined to be solid waste requiring disposal in any of the manners set forth below, the Subcontract Price will be adjusted as set forth hereinafter:

   a) Dispose in an unlicensed landfill not owned by Subcontractor: Lump Sum Increase $7,700.00

   b) Dispose in a licensed landfill: Lump Sum Increase $15,400.00

   c) Dispose in State owned Central Landfill: Lump Sum Increase $7,700.00, which excludes "dump charges".

7. In the event that the Contractor requests that the Subcontractor furnish, deliver, unload and spread loam as specified under Section 02480 - LANDSCAPE WORK, the Subcontract Price will be increased by the lump sum amount of $22,000.00.

8. In the event of changes to the scope of the Subcontract Work, the Subcontract Price will be increased or decreased, as the case may be, in accordance with the following unit prices:

   a) Excavate, backfill, compact trenches for interior mechanicals and electricals: $2.00 LF

   b) Excavate, backfill and compaction for site lighting: $1.50 LF

   c) Excavate, backfill and compaction for light pole bases: $45.00 each

   d) Excavate, backfill and compact for precast curbs: $1.75 LF

   e) Rock Excavation:
      1 - Open - over 2 cubic yards: $10.00 CY

      2 - Trench - over 1 cubic yard: $30.00 CY

9. All prices set forth herein include all applicable Sales and/or Use Taxes and overhead and profit.

10. The Subcontract Work includes open rock excavation of 2 cubic yards and less and trench rock excavation of 1 cubic yard and less.

11. The Subcontractor shall furnish a Performance and Payment Bond in a form and from a surety satisfactory to the Contractor in the amount of the full value of the Subcontract Agreement. An amendment will be issued increasing the Subcontract Price for the cost of the premium.

From the Desk of

BILL LUND 8-24-83

C. Pezza [7-31-83 Pwt 8-15-83]

Contract thru Amend #21

$ 263,815.30

BC-1 845.83

BC-9 4,075.20

258.894.27 + 442.80 =

259.337.07

Billed 259,240.10

Paid 245.666.44

13,227.83 + 442.80 =

$ 13,670.63

owe 442.80 to FPO

ADP 000211

From the Desk of

BILL LUND

Pezza #

162.80
280.00

Orig # 160,000
103,815.30
442.80
264,258.10

BC-1 # 845.83
BC-9 # 4075.20

Net # 259,337.07

Paid

121	CENTREDALE MNR						
01	03100 S FOUNDATION CONCRETE	0					
	FOUNDATION CONCRETE	60	10 8/09/82				
		60 R					
00001	REQ 6 AMENDMENT 10		60.00	54.00	6.00		8/24/82 10/28/82 11/05/82
	* TOTAL	60	60.00	54.00	6.00	.00	**COMPLETED**
	** PAY ITEM	60	60.00	54.00	6.00	.00	.00
	*** JOB TOTALS	60	60.00	54.00	6.00	.00	.00
		258.894			14,073.66		
					845.83		
					13,227.83	+442.80 FPO	= $13,670.63
210	AIPSU						
	02100 S SITE PREPARATION	328.100					8/03/83
	* TOTAL	328.100	.00	.00	.00	.00	328.100.00
	** PAY ITEM	328.100	.00	.00	.00	.00	328.100.00
	*** JOB TOTALS	328.100	.00	.00	.00	.00	328.100.00
	**** VENDOR TOTALS	586.994	259.740.10	245.666.44	14.073.66	.00	327.254.17
	***** COMPANY TOTALS	586.994	259.740.10	245.666.44	14.073.66	.00	327.254.17

ADP 000213

00005	REQ 8	SEWER,WATER SYSTEM		6,000.00	5,400.00	600.00		6.00	10/28/82	11/18/82
00006		CODE TRANSFER		6.00	6.00				12/22/82	12/23/82
00007		REDUCE RETAINAGE			3,999.40	3,999.40-			3/16/83	3/17/83
		* TOTAL	39,154		39,154.17		.00			
				39,154.17		.00		**COMPLETED**		
	02722 S	SANITARY SEWER	21,000							
		SITE SANITARY SWR	4,161	14 9/20/82						
			25,161 R						5/19/82	
00001	REQ 7	EARTHWORK		18,500.00	16,650.00	1,850.00		6,661.00	9/30/82	10/14/82
00002	REQ. #9	SITEWORK		12,500.00	11,250.00	1,250.00		5,839.00-	11/30/82	12/23/82
00003	REQ. #9	AMENDMENT #14		4,161.00	3,744.90	416.10		10,000.00-	11/30/82	12/23/82
00004		CODE TRANSFER		10,000.00-	10,000.00-				12/22/82	12/23/82
00005		REDUCE RETAINAGE			3,299.77	3,299.77-			3/16/83	3/1
		* TOTAL	25,161		24,944.67		.00			
				25,161.00		216.33		**COMPLETED**		
		** PAY ITEM	74,903		74,263.24		.00			
				74,902.77		639.53		.00		
39	02480 S	LANDSCAPING	0							
		LANDSCAPING	18,500	13 8/07/82						
			18,500 R						8/24/82	
00001	REQ 7	AMENDMENT 13		18,500.00	16,650.00	1,850.00			9/30/82	10/14/82
		* TOTAL	18,500		16,650.00		.00			
				18,500.00		1,850.00		**COMPLETED**		
		** PAY ITEM	18,500		16,650.00		.00			
				18,500.00		1,850.00		.00		
43	01500 S	WINTER CONDITIONS	0							
		WINTER CONDITIONS	180	5 6/22/82						
			180 R						0/00/00	
00001	REQ 4	AMEND 5-T & M WORK		180.00	162.00	18.00			6/30/82	7/22/82
		* TOTAL	180		162.00		.00			
				180.00		18.00		**COMPLETED**		
		** PAY ITEM	180		162.00		.00			
				180.00		18.00		.00		
		*** JOB TOTALS	258,834		245,612.44		.00			
				259,680.10		14,067.66		845.83-		

ADP 000214

		RIP RAP	10,175	7	5/22/82					
		CO 5 COR 20	130	18	1/25/83					
			10,305 R							
									0/00/00	
00001	REQ 7	AMENDMENT 7		10,175.00	9,157.50	1,017.50		129.50	9/30/82	10/14/82
00002	REQ 11	AMENDMENT 18		129.50	116.55	12.95			3/02/82	3/24/83
		* TOTAL	10,305		9,274.05		.00			
				10,304.50		1,030.45		**COMPLETED**		
		** PAY ITEM	165,252		154,537.20		.00			
				166,097.33		11,560.13		845.83-		
	36 02400	S STORM DRAINAGE	1,500							
		CO 4 COR 20	10,000	19	1/25/83					
		B/C-9	4,075-	99	8/01/83					
			7,425 R						5/19/82	
00001	REQ 8	SEWER,WATER SYSTEM		1,500.00	1,350.00	150.00		5,924.80	10/28/82	11/18/82
00002	BC 9	BACK CHARGE		4,075.20-	4,075.20-			10,000.00	7/29/83	8/04/83
00003	REQ 13	AMEND 19		10,000.00	10,000.00				7/29/83	8/04/83
		* TOTAL	7,425		7,274.80		.00			
				7,424.80		150.00		**COMPLETED**		
	02700	S EARTHWORK	1,000							
		MECHANICAL EXCAVATON	1,552	10	8/09/82					
		MECHANICAL EXCAV.	611	21	2/14/83					
			3,163 R						5/19/82	
00001	REQ 1	MISC EARTHWORK		500.00	450.00	50.00		2,662.80	4/30/82	5/13/82
00002	REQ 2	MISC EARTHWORK		250.00	225.00	25.00		2,412.80	4/30/82	5/20/82
00005	REQ 4	MISC WORK		250.00	225.00	25.00		2,162.80	6/30/82	7/22/82
00006	REQ 3	AMENDMENT 10		1,552.00	1,396.80	155.20		610.80	8/26/82	9/23/82
00007	9315	AMEND 21		240.00	240.00			370.80	2/16/83	3/10/83
00008	9246	AMEND 2L		190.80	190.80			180.00	2/16/83	3/10/83
00009	REQ 11	AMENDMENT 21		180.00	162.00	18.00			3/02/82	3/24/83
		* TOTAL	3,163		2,889.60		.00			
				3,162.80		273.20		**COMPLETED**		
	02713	S WATER SYSTEM	40,000							
		BACKCHARGE	846-	99	8/30/82					
			39,154 R						5/19/82	
00001	REQ 4	WATER SYSTEM		25,000.00	22,500.00	2,500.00		14,154.17	6/30/82	7/22/82
00002	REQ 5	WATER SYSTEM		1,000.00	900.00	100.00		13,154.17	7/29/82	8/30/82
00003	BC-1	HAND WORK,PUMPING		845.83-	845.83-			14,000.00	7/31/82	8/30/82
00004		TRANS FROM 02055/35		7,994.00	7,194.60	799.40		6,006.00	7/31/82	9/23/82

ADP 000215

00005	REQ 4	SITE CUT/FILL		1,000.00	900.00	100.00		9,366.00	6/30/82	7/22/82
00006	REQ 5	SITE CUT/FILL		1,500.00	1,350.00	150.00		7,866.00	7/29/82	8/30/82
00007	REQ 5	SITE GRADING		1,000.00	900.00	100.00		6,866.00	7/29/82	8/30/82
00008	REQ 3	AMENDMENT 10		1,366.00	1,229.40	136.60		5,500.00	8/26/82	9/23/82
00009	REQ 8	SEWER,WATER SYSTEM		5,500.00	4,950.00	550.00			10/28/82	11/18/82
		* TOTAL	13,366		12,029.40		.00			
				13,366.00		1,336.60		**COMPLETED**		
	02220	S BUILDING EXCAVATION	59,000							
		BLDG. EXCAVATION	7,700	1	6/25/82					
		COR #2	4,841	3	12/21/82					
			71,541 R						5/19/82	
00005	REQ 1	BLDG CUT/FILL		33,000.00	29,700.00	3,300.00		38,541.00	4/30/82	5/13/82
00006	REQ 2	BLDG CUT/FILL		17,000.00	15,300.00	1,700.00		21,541.00	4/30/82	5/20/82
00011	REQ 3	BLDG CUT/FILL		9,000.00	8,100.00	900.00		12,541.00	5/31/82	6/25/82
		* TOTAL	71,541		53,100.00		.00			
				59,000.00		5,900.00		12,541.00		
	02221	S EARTHWORK	4,000						4/01/82	
00001	REQ 3	U/SOG		4,000.00	3,600.00	400.00			5/31/82	6/25/82
		* TOTAL	4,000		3,600.00		.00			
				4,000.00		400.00		**COMPLETED**		
	02232	S PAVING	16,000							
		C O 3, COR 12	4,385	16	11/19/82					
		COR 11	2,200	20	1/25/83					
			22,585 R						5/19/82	
00001	REQ 3	U/PAVING		5,000.00	4,500.00	500.00		17,585.00	5/31/82	6/25/82
00002	REQ 4	U/PAVING		5,000.00	4,500.00	500.00		12,585.00	6/30/82	7/22/82
00003	REQ 5	U/PAVING		4,000.00	3,600.00	400.00		8,585.00	7/29/82	8/30/82
00004	REQ 7	AMENDMENT 1		2,000.00	1,800.00	200.00		6,585.00	10/28/82	11/05/82
00005	REQ 10	AMEND 20		2,200.00	1,980.00	220.00		4,385.00	1/31/83	2/17/83
00006	REQ12	AMEND 16		4,385.00	3,946.50	438.50			4/27/83	5/19/83
		* TOTAL	22,585		20,326.50		.00			
				22,585.00		2,258.50		**COMPLETED**		
	02270	S EROSION CONTROL	1,500						5/19/82	
00003	REQ 1	EROSION CONTROL		1,500.00	1,350.00	150.00			4/30/82	5/13/82
		* TOTAL	1,500		1,350.00		.00			
				1,500.00		150.00		**COMPLETED**		
	02271	S RIP RAP	0							

ADP 000216

120		CENTREDALE MNR								
35	02055	S DEMOLITION	0							
		DEBRIS REMOVAL	2,340	4	5/21/82					
		DEBRIS REMOVAL	7,958	6	6/22/82					
		DEBRIS REMOVAL	10,000	8	6/22/82					
		DEBRIS REMOVAL	1,440	9	6/25/82					
		DEBRIS REMOVAL	14,359	11	8/09/82					
		DEBRIS REMOVAL	5,480-	12	8/09/82					
		DEBRIS REMOVAL	2,067-	15	9/25/82					
		DEBRIS REMOVAL	4,405	17	1/25/83					
			32,955 R						4/08/82	
00003	REQ 1	CO 2 DUMPING			2,300.00	2,070.00	230.00	30,655.00	4/30/82	5/13/82
00006	REQ 1	CO 1 TRUCKING			3,700.00	3,330.00	370.00	26,955.00	4/30/82	6/30/82
00007	REQ 1	BELOW GRADE EXC.			7,958.00	7,162.20	795.80	18,997.00	4/30/82	6/30/82
00008	REQ 2	CO 2 DUMPING			633.00	569.70	63.30	18,364.00	4/30/82	6/30/82
00009	REQ 2	CO 3 SLUDGE EXC.			4,841.00	4,356.90	484.10	13,523.00	4/30/82	6/30/82
00010	REQ 2	CO 1 TRUCKING			1,300.00	1,170.00	130.00	12,223.00	4/30/82	6/30/82
00011		AMENDMENT 1			700.00	630.00	70.00	11,523.00	6/30/82	11/05/82
00012		BASE BID BOND			1,440.00	1,296.00	144.00	10,083.00	6/30/82	7/22/82
00013	REQ 4	AMEND 5-REMOVE BARRS			2,340.00	2,106.00	234.00	7,743.00	6/30/82	7/22/82
00014	REQ 5	AMENDMENT 8			4,520.00	4,068.00	452.00	3,223.00	7/29/82	8/30/82
00015		TRANS TO 02713/36			7,994.00-	7,194.60-	799.40-	11,217.00	7/31/82	9/23/82
00016	REQ 6	AMENDMENT 11			450.00	450.00		10,767.00	8/31/82	9/23/82
00017	REQ 6	AMENDMENT 11			13,909.00	12,518.10	1,390.90	3,142.00-	8/31/82	9/23/82
00018		CODE TRANSFER			9,994.00	9,994.00		13,136.00-	12/22/82	12/23/82
00019	REQ 10	AMEND 17			4,405.00	3,964.50	440.50	17,541.00-	1/31/83	2/17/83
00020		REDUCE RETAINAGE				4,005.20	4,005.20-	17,541.00-	3/16/83	3/17/83
		* TOTAL	32,955			50,496.00		.00		
					50,496.00		.00	17,541.00-		
								OVER-BILLED		
	02100	S SITE PREPARATION	4,000							
		CO #2, CO#3	5,000	2	12/21/82					
			9,000 R						5/19/82	
00003	REQ 1	SITE CLEARING			4,000.00	3,600.00	400.00	5,000.00	4/30/82	5/13/82
00006	REQ 11	SITEWORK			845.83	761.25	84.58	4,154.17	3/02/82	3/24/83
		* TOTAL	9,000			4,361.25		.00		
					4,845.83		484.58	4,154.17		
	02200	S EARTHWORK	12,000							
		EARTHWORK	1,366	10	8/09/82					
			13,366 R						5/19/82	
00001	REQ 1	SITE CUT/FILL			1,000.00	900.00	100.00	12,366.00	4/30/82	5/
00002	REQ 2	SITE CUT/FILL			2,000.00	1,800.00	200.00	10,366.00	4/30/82	

ADP 000217

Centerdale Manor 10-9-81

Zoning Expires Nov. 17, 1981
Must get extension or secure "Permit" to hold
Audrieni can help in N. Providence.
Contact Jim O'Leary to secure documentation
from previous developer [Survey?]
Contact Jim O'Leary to provide contact with
Audrieni

Environmental impact statement + review.
Borings + test pits
Survey update ?

Advise when and meet.
G.Goff-RGB - Borings + Test Pits - DEM - Meet w/ O'Leary + J
Jim O'Leary - Meet w/ G.Goff - what info should we have
↳ Who did site; what survey info is available
Needs schematic Dwgs ASAP to re-file [Tues - RGB]
Needs Plot plan and Zoning info - Audrieni
J.O'L will get.
Review Buried Material - must proceed to
avoid time delay.

ADP 00021