

The City of Providence

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CHAPTER 1577

No. 608 AN ORDINANCE DECLARING THAT AN EMERGENCY EXISTS AND AMENDING SECTION 1159.7 OF CHAPTER 1079 OF THE 1956 ORDINANCES RELATIVE TO OPEN FIRES, AND PERMITTING BURNING OF COMBUSTIBLE RUBBLE MATERIAL AT FIELDS POINT.

Approved November 8, 1963

~~Be it ordained by the City of Providence~~

WHEREAS, the State is engaged in the construction of Route 95, and has demolished structures in connection with said project; and

WHEREAS, the City is engaged in the Central-Classical Project which has resulted in the demolition of structures, and numerous structures are standing vacant until demolition takes place; and

WHEREAS, the various contractors engaged in the demolition for the above named project are unable to find locations for the disposal of combustible rubble and material arising from the demolition of structures, and the existence of said vacant buildings and piles of rubble constitute an immediate danger to the health and safety of the inhabitants of the City of Providence.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PROVIDENCE, as an emergency measure

SECTION 1: Section 1159.7 of Chapter 1079 of the Ordinances of the City of Providence, approved December 21, 1956, as amended, and known as the "Building Code of the City of Providence", is hereby amended to read as follows:

"SEC. 1159.7 - Open Fires

"No open fires of any type shall be permitted at any time in the City of Providence. This includes domestic back yard trash fires including leaf burning.

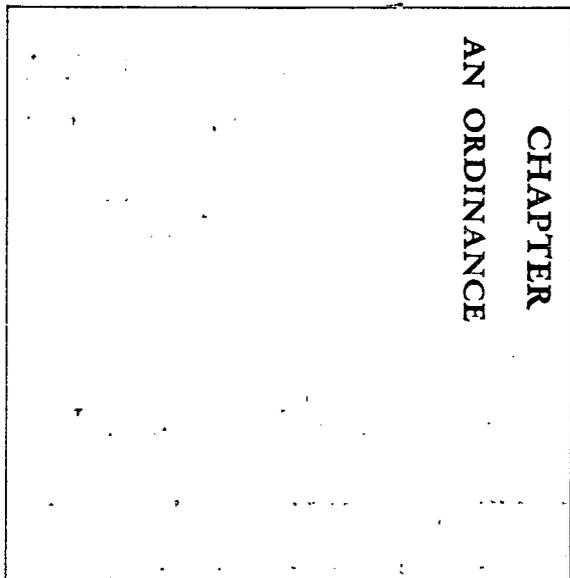
"Barbecue pits shall be used only for the cooking of food and not as incinerators. Charcoal shall be the only fuel permitted in barbecue pits.

"Provided, however, that whenever His Honor the Mayor, by executive order, shall declare that an emergency exists, open burning shall be allowed at Fields Point on premises of the City of Providence. Such

No.

CHAPTER

AN ORDINANCE



1963

FILED

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CITY CLERK'S OFFICE
PROVIDENCE, R.I.

The City of Providence

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Page #2.

burning shall be limited to combustible rubble material from structures in the City of Providence demolished in the execution of any project undertaken by the City or any federal, state or other public agency, or ordered by the City. The area for burning shall be designated by the Director of Public Works, and all burning shall be in accordance with such regulations as he shall prescribe."

SEC. 2. The Director of Public Works shall collect for each load of combustible rubble material delivered to said Fields Point the sum of FIVE (\$5) DOLLARS.

SEC. 3. This Ordinance shall take effect upon its passage.

IN CITY COUNCIL

NOV 7 1963

READ and PASSED *As An Emergency Ordinance*

[Signature]
President
[Signature]
Clerk

APPROVED

NOV 8 1963

[Signature]
MAYOR

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No.

CHAPTER

AN ORDINANCE DECLARING THAT AN EMERGENCY EXISTS AND AMENDING SECTION 1159.7 OF CHAPTER 1079 OF THE 1956 ORDINANCES RELATIVE TO OPEN FIRES, AND PERMITTING BURNING OF COMBUSTIBLE RUBBLE MATERIAL AT FIELDS POINT.

THE COMMITTEE ON

Ordinance 11-4-63

Approves Passage of The Within Ordinance

Warrant Chapelle *Emergency Ordinance*

Clerk

FILED

Nov 5 3 02 PM '63

CITY CLERK'S OFFICE
PROVIDENCE, R.I.

The City of Providence

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CHAPTER 1578

No. 609 AN ORDINANCE AMENDING SECTION 62 of CHAPTER 1566 "ESTABLISHING THE CLASSES OF POSITIONS, THE MAXIMUM NUMBER OF EMPLOYEES AND THE NUMBER OF EMPLOYEES IN CERTAIN CLASSES IN THE CITY DEPARTMENTS", AS APPROVED SEPTEMBER 24, 1963.

Approved November 8, 1963

Be it ordained by the City of Providence:

SECTION 1. Chapter 1566 of the Ordinances of the City of Providence approved September 24, 1963, as amended, is hereby further amended to read as follows:

SECTION 62: CHARLES V. CHAPIN HOSPITAL

Add: 2 (Temporary) Laborer I

SECTION 2. This Ordinance shall take effect upon its passage.

IN CITY COUNCIL

OCT 17 1963

First Reading Read and Passed
Referred to Committee on

FINANCE

Wincent Vespi
Clerk

IN CITY COUNCIL

NOV 7 - 1963

FINAL READING
READ AND PASSED

John F. Brock
PRESIDENT
Wincent Vespi
CLERK

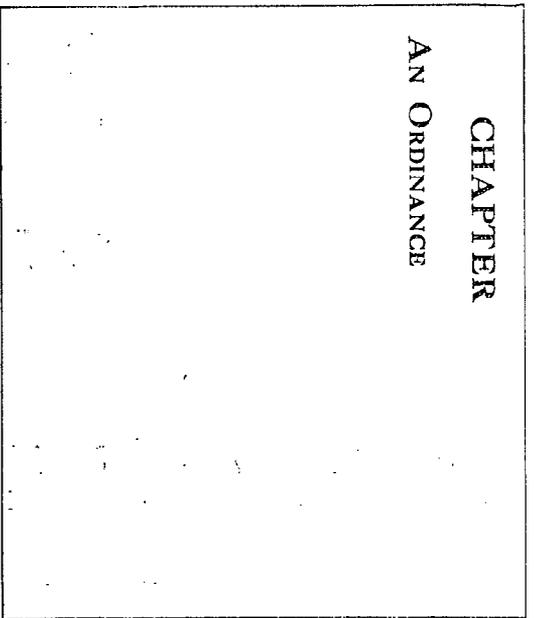
APPROVED

NOV 8 1963

Walter R. Gorman
MAYOR

No.

CHAPTER
AN ORDINANCE



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THE COMMITTEE ON

Approves Passage of
The Within Ordinance

11-7-63
Sumner
Summit
Waples
Clark

Mr. Waples, by request

FILED
OCT 14 3 40 PM '63
CITY CLERK'S OFFICE
PROVIDENCE, R.I.

The City of Providence

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CHAPTER 1579

No. 610 AN ORDINANCE AMENDING SECTION 20 of CHAPTER 1566 "ESTABLISHING THE CLASSES OF POSITIONS, THE MAXIMUM NUMBER OF EMPLOYEES AND THE NUMBER OF EMPLOYEES IN CERTAIN CLASSES IN THE CITY DEPARTMENTS", AS APPROVED SEPTEMBER 24, 1963.

Approved November 8, 1963

Be it ordained by the City of Providence:

SECTION 1. Chapter 1566 of the Ordinances of the City of Providence approved September 24, 1963, is hereby amended to read as follows:

SECTION 20: POLICE DEPARTMENT

That part which has heretofore read: "The number of employees in the POLICE DEPARTMENT shall not exceed six hundred seventy-five (675)"; shall hereafter read: "The number of employees in the POLICE DEPARTMENT shall not exceed six hundred seventy-seven (677)".

PART-TIME

Add: 2 School Crossing Guard

SECTION 2. This Ordinance shall take effect upon its passage.

IN CITY COUNCIL

OCT 17 1963

First Reading Read and Passed
Referred to Committee on

FINANCE

Vincent Vespia
Clerk

APPROVED

NOV 8 1963

Walter H. ...
MAYOR

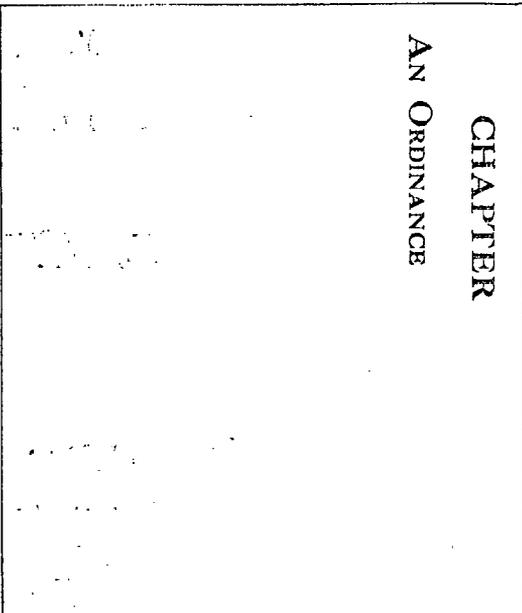
IN CITY COUNCIL

NOV 7 - 1963

FINAL READING
READ AND PASSED

John F. ...
PRESIDENT
Vincent Vespia
CLERK

CHAPTER
AN ORDINANCE



THE COMMITTEE ON

.....
Approves Passage of
The Within Ordinance

Amendment
Clude

Mr. Weyler, by request

FILED
OCT 14 3 40 PM '63
CITY CLERK'S OFFICE
PROVIDENCE, R.I.

RESOLUTION OF THE CITY COUNCIL

No. 611

Approved November 8, 1963

RESOLVED,

THAT the Mount Pleasant Businessmen's Association be granted the privilege of erecting electric light decorations and related Christmas decorations for the 1963 Christmas Season along and over and across certain streets as may be incorporated in the said Association's plans, all subject to the approval of the Director of Public Works and the Public Service Engineer; provided that the Mount Pleasant Businessmen's Association shall furnish to the City, prior to the erection of any of the foregoing, a liability insurance policy, its limits to be not less than One Hundred Thousand (\$100,000) Dollars, indemnifying the City against any claim arising out of any damage due to the erection, maintenance and/or the removal of any decorations or parts thereof.

IN CITY COUNCIL

NOV 7 1963

READ and PASSED

James L. Smith
.....
Aminta Despi
.....
President
Clerk

APPROVED

NOV 8 1963

Walter H. Reynolds
.....
MAYOR

RESOLUTION OF THE CITY COUNCIL

No. 612

Approved November 8, 1963

RESOLVED,

THAT permission be and is hereby granted to Providence Gas Company to sandblast the masonry surfaces of the building situated at 88 Dorrance Street, Plat 20, Lots 191 and 201 all in accordance with attached petition approved by the Director of the Department of Building Inspection.

IN CITY COUNCIL

NOV 7 1963

READ and PASSED

John F. Brock
.....
President
Annunzio Caspina
.....
Clerk

APPROVED

NOV 8 1963

Walter H. Reynolds
.....
MAYOR

CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PETITION TO THE CITY COUNCIL

TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:

The undersigned respectfully petitions your honorable body

For permission to sandblast the masonry surfaces of the building situated at 88 Dorance Street, Providence, Rhode Island, Plat #20 Lots #201 and #191.

Your petitioner being the sole owner of said property.

Work to be performed during the day or night- no work to be performed on Sundays or Hollidays.

The aformentioned sanblasting is to be performed by the C. B. Joyner Co., 114 Marion Ave., Cranston, R. I.

Which Company has on filewith your petitioner the following certificates of insurance.

Public Liability \$100,000.00 each person - 300,000.00 aggregate.

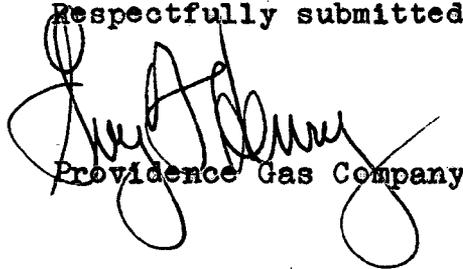
Property Damage \$100,000.00 each accident- 100,000.00 aggregate.

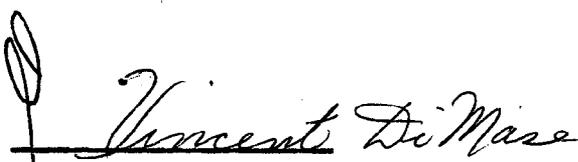
Workmens compensation - full coverage under law.

Your petitioner hereby agrees to follow and adhere to any and all requirments on conditions your Honorable Body sets for the performance of this work.

Dated at Providence, R. I.
Sept. 7, 1963

Respectfully submitted,

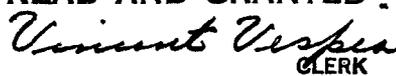

Providence Gas Company

Approved 
Vincent DiMase

Director of the Department of Building Inspection.

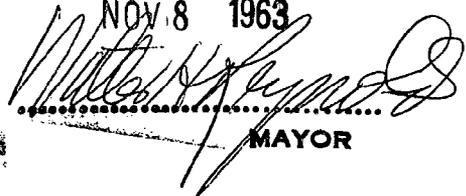
IN CITY COUNCIL

NOV 7 1963

READ AND GRANTED.

CLERK

APPROVED

NOV 8 1963


MAYOR

RESOLUTION OF THE CITY COUNCIL

No. 613

Approved November 8, 1963

RESOLVED That His Honor the Mayor be and he hereby is authorized to execute deeds of the following parcels of real estate presently held by the City of Providence, under trust created by the Will of the late Charles H. Smith, and under two Quit-Claim Deeds to the City of Providence, one dated May 16, 1947, from President and Fellows of Harvard College, recorded in the Office of the Recorder of Deeds of the City of Providence in Deed Book 919 at page 329, and the other dated May 16, 1947 from Daphne Eugenie Cameron, recorded in said Records in Deed Book 919 at page 339, to those persons and for such sums of money as are hereinafter stated; such sales having been authorized by decree of the Superior Court entered on June 26, 1963 and on October 18, 1963 in the suit entitled "City of Providence vs. J. Joseph Nugent, Attorney General and Harold Moskol, Administrator of Charitable Trusts, Eq. No. 30233"?

110-116 Francis Street (Assessor's Plat 4 Lot 189)
Lots 31 & 32 on "Plat of part of Gov. Francis Land on Smith's Hill belonging to S. A. Nightingale & J. F. Payton by N. B. Schubarth recorded March 11, 1856" and shown on Plat Card 124 in the Recorder of Deeds Office to PARAGON NURSERIES, INC., or its nominee for the sum of TWENTY-SIX THOUSAND THREE HUNDRED (\$26,300.00) Dollars.

154-162 Angell Street (Assessor's Plat 10 Lot 271)
Lots 10 & 11 on "College Hill Plat of Houselots belonging to S. Carpenter and D. L. Brownell, surveyed and platted September 1867 by N. B. Schubarth" and shown on Plat Card 198 in the Recorder of Deeds Office to FARVIEW INC., or its nominee, for the sum of SIXTY-FIVE THOUSAND (\$65,000.00) Dollars.

71-73 Keene Street (Assessor's Plat 10 Lot 452)
Lot 17 on "Plat 2 of the Halsey Estate in the City of Providence, by Cushing & Farnum" recorded on Plat Card 65 on June 13, 1850, in the Recorder of Deeds Office to LEWIS WEINSTEIN, or his nominee, for the sum of FIFTEEN THOUSAND ONE HUNDRED FIFTY (\$15,150.00) Dollars.

315 Thayer St. (S. E. corner of Bowen Street)
(Assessor's Plat 13 Lot 16) to FARVIEW, INC. or its nominee for the sum of SEVENTY-FIVE THOUSAND (\$75,000.00) Dollars.

107-111 Medway Street (Assessor's Plat 14 Lot 437)
Lots 123, 124 and portion of 125 on the "Cold Spring Plat of Lots on Angell, Waterman and Pitman Streets, drawn by Wm. S. Haines April 8, 1956" and recorded on Plat Card 125 in the Recorder of Deeds Office to JESSE BROMLEY and WILLIAM BERK, or their nominee, for the sum of ONE HUNDRED SEVENTEEN THOUSAND (\$117,000.00) Dollars.

RESOLUTION
OF THE
CITY COUNCIL

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PROVIDENCE, R.I.

The City of Providence

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Page 2

200 Dean Street (Assessor's Plat 25 Lot 15)
to JOHN F. MAROTTO, or his nominee, for the sum of
TWENTY-FIVE HUNDRED (\$2,500.00) Dollars.

155-159 Broadway (Assessor's Plat 25 Lot 16)
to JOHN F. MAROTTO, or his nominee, for the sum
of TWENTY-THOUSAND (\$20,000.00) Dollars.

151 Broadway (Assessor's Plat 25 Lot 17)
to JOHN F. MAROTTO, or his nominee, for the sum of
FOURTEEN THOUSAND TWO HUNDRED (\$14,200.00) Dollars.

204 Dean Street (Assessor's Plat 25 Lot 369)
to JOHN F. MAROTTO, or his nominee, for the sum
of TEN THOUSAND (\$10,000.00) Dollars.

413-417 Pine Street (Assessor's Plat 29 Lot 383)
Lots 46 & 47 on "Plat of house lots belonging to
Daniel Field by Atwater & Schubarth" on Plat Card 92
in the Recorder of Deeds Office to ROBERT N. GREENE,
or his nominee, for the sum of TWENTY-FIVE THOUSAND
(\$25,000.00) Dollars

349 Lloyd Avenue (Assessor's Plat 39 Lot 352)
Lot 78 on the "Moses Brown Farm Plat replatted
August 1891 by Charles E. Paine" and recorded
November 23, 1891 on Plat Card 640 in the Recorder
of Deeds Office to ANDRE S. MARTIESIAN, or his
nominee, for the sum of TWENTY THOUSAND (\$20,000.00)
Dollars.

50 Blackstone Boulevard (Assessor's Plat 39 Lot 474)
Lot 924 and portion of Lot 925 on the "Moses Brown
Farm Plat replatted August 1891 by Charles E. Paine"
and recorded November 23, 1891 on plat card 640 in
the Recorder of Deed's office to BRUCE M. SELYA, as
Attorney, or his nominee, for the sum of ONE HUNDRED ONE
THOUSAND ONE HUNDRED (\$101,100.00) Dollars.

35-43 Reservoir Avenue (Assessor's Plat 51 Lot 163)
Portion of Lot D on "Plan of an Estate situated in
Elmwood Cranston belonging to Joseph J. Cooke made
May 20, 1864 by John W. Howe, C. E." and recorded
May 25, 1864 on plat card 274 in the office of the
Recorder of Deeds to RAGAN, INC., or its nominee, for
the sum of EIGHTEEN THOUSAND SIX HUNDRED (\$18,600.00)
Dollars.

148-154 Elton Street (Assessor's Plat 39 Lot 575)
Lots 935, 936 and a portion of Lot 930 on the "Moses
Brown Farm Plat replatted August 1891 by Charles E.
Paine" and recorded November 23, 1891 on plat card 640
in the Recorder of Deed's Office to JESSE BROMLEY and
WILLIAM BERK, or their nominee, for the sum of TWELVE
THOUSAND (\$12,000.00) Dollars.

20-26 Blackstone Boulevard (Assessor's Plat 39 Lot 576)
Lots 933, 934 and a portion of Lot 932 on the "Moses
Brown Farm Plat replatted August 1891 by Charles E.
Paine" and recorded November 23, 1891 on plat card 640
in the Recorder of Deeds Office to BRUCE M. SELYA, as
Attorney, or his nominee, for the sum of ONE HUNDRED
FORTY-SEVEN THOUSAND and TEN (\$147,010.00) Dollars

IN CITY COUNCIL

NOV 7 1963

READ and PASSED

John F. Marotto
President

APPROVED

NOV 8 1963

Bruce M. Selya
MAYOR

No.

CHAPTER

ANNOUNCING RESOLUTION AUTHORIZING SALE OF CERTAIN PROPERTY HELD BY THE CITY OF PROVIDENCE UNDER THE TRUST CREATED BY THE WILL OF CHARLES H. SMITH.

Mr. Weyden, by request

FILED

OCT 29 1 43 PM '63

CITY CLERK'S OFFICE
PROVIDENCE, R.I.

RESOLUTION OF THE CITY COUNCIL

No. 614

Approved November 8, 1963

WHEREAS, there has been filed with the Government in behalf of the City of Providence (herein called the Applicant) an application, Project Number APW-R.I.-27G dated May 1, 1963, for Federal assistance under the Public Works Acceleration Act, Public Law 87-658, and the UNITED STATES OF AMERICA, acting by and through the Regional Director of Community Facilities, has transmitted to the Applicant for acceptance a Grant Offer dated October 24, 1963 of Federal assistance in connection with the Project referred to in said application and described in said Offer; and

WHEREAS, said Grant Offer has been fully considered in accordance with all pertinent rules of procedure and legal requirements, and made a part of the Applicant's public records; and

WHEREAS, it is deemed advisable and in the public interest that said Grant Offer be accepted;

NOW, THEREFORE, be it Resolved by the City Council, City of Providence that the said Grant Offer, a true and correct copy of which, including the Special Conditions and the Terms and Conditions, is hereto attached, be and the same hereby is accepted without reservation or qualification, and the Applicant agrees to comply with the provisions thereof.

Passed by the aforementioned governing body of the Applicant on the 7th day of November
Date November 8, 1963 Signed [Signature]
(Name of Officer Required to Approve)
Title Mayor of Providence

Approved as a Valid Acceptance of the above-mentioned Grant Offer

[Signature]
(Applicant's Attorney)
120 West City Hall
Address:

City Hall, Providence, R.I.
Housing and Home Finance Agency
Community Facilities Administration

IN CITY COUNCIL

NOV 7 1963

READ and PASSED

[Signature] President
[Signature] Clerk

APPROVED

NOV 8 1963

[Signature]
MAYOR

Mr. Wepler, by request

RESOLUTION
OF THE
CITY COUNCIL

PROVIDENCE, R.I.

NOVEMBER 1, 1963

RESOLUTION NO. _____

AN ORDINANCE _____

TO _____

WHEREAS _____

AND WHEREAS _____

IT IS HEREBY RESOLVED _____

THAT _____

BE IT ENACTED _____

THAT _____

THE CITY CLERK _____

DO HEREBY CERTIFY _____

THIS _____ DAY _____

OF THE YEAR _____

19____

IN WITNESS WHEREOF _____

I HAVE HEREunto _____

SIGNED _____

CITY CLERK

PROVIDENCE, R.I.

NOV 1 1963

PROVIDENCE, R.I.

CITY CLERK'S OFFICE

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PROVIDENCE, R.I.

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PROVIDENCE, R.I.

NOV 1 1963

PROVIDENCE, R.I.

CITY CLERK'S OFFICE

HOUSING AND HOME FINANCE AGENCY
COMMUNITY FACILITIES ADMINISTRATION

ACCELERATED PUBLIC WORKS PROGRAM

Project No. APW-RI-27G

Offer Date OCT 24 1963

Contract No. H-(102)-1288

GRANT OFFER

OCT 24 1963

Subject to the Terms and Conditions, dated _____, attached hereto and made a part hereof as Exhibit "A," and the Special Conditions attached hereto and made a part hereof as Exhibit "B," the Housing and Home Finance Agency, hereinafter referred to as the Government, hereby offers to make a grant of \$ 143,000 or 50 percent of the eligible project cost, whichever is the lesser, to City of Providence

(herein called the "Applicant"), in order to aid in financing the construction of essential public works or facilities presently estimated to cost \$ 345,000, consisting of Westminster Street Pedestrian Mall with sewage, drainage and water main improvements

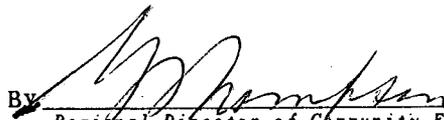
(herein called the "Project"): Provided, that in the event the actual eligible project cost as determined by the Government upon completion is less than \$ 286,000, the amount of the grant shall be reduced so that the grant amount shall not exceed the above percentage of the actual eligible project cost.

Upon acceptance, this Offer, together with the Terms and Conditions and the Special Conditions referred to, shall become the "Grant Agreement."

Prior to disbursement of any Government grant monies hereunder, the Applicant shall have the right to terminate this Grant Agreement effective fifteen days after giving notice of termination to the Government. The Government shall have the right to terminate this Grant Agreement, effective upon fifteen days notice thereof to the Applicant, whenever it determines that the Applicant has failed to proceed promptly with the construction and financing of the project.

This Offer must be accepted within fifteen days from the date of receipt.

Housing and Home Finance Agency
Community Facilities Administration

BY 
Regional Director of Community Facilities

Prevalidated 

EXHIBIT "A" (Continued)
Terms and Conditions

Project No. APW-RI-27G

Delete Section 21, herein in its entirety and insert in lieu thereof the following:

Section 21 Nondiscrimination

- (a) The Applicant shall require that there shall be no discrimination against any employee who is employed in carrying out the Project, or against any applicant for such employment, because of race, creed, color, or national origin. This provision 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.
- (b) The Applicant hereby agrees to the following conditions: (1) it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, paid for in whole or in part with funds obtained under the Grant Agreement, the provisions prescribed for Government contracts and Federally assisted construction contracts by Section 301 of Executive Order 10925, as amended; (2) it will assist and cooperate actively with the Housing and Home Finance Agency and the President's Committee on Equal Employment Opportunity (the "Committee") in obtaining the compliance of contractors and subcontractors with said contract provisions and with the rules, regulations, and relevant orders of the Committee; (3) it will obtain and furnish to the Housing and Home Finance Agency and to the Committee such information as they may require for the supervision of such compliance; (4) it will enforce the obligations of contractors and subcontractors under such provisions, rules, regulations and orders; (5) it will carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Committee or the Housing and Home Finance Agency; and (6) it will refrain from entering into any contract subject to this order, or extension or other modification of such a contract with a contractor debarred from Government contracts and Federally assisted construction contracts under Part III, Subpart D of Executive Order 10925, as amended, or who has not demonstrated his eligibility for such contracts as provided in Part III of Executive Order 10925, as amended; and (7) in the event the Applicant fails and refuses to comply with its undertakings the Applicant agrees that the Housing and Home Finance Agency may cancel, terminate or suspend in whole or in part the Grant Agreement may refrain from extending any further assistance under any of its programs subject to Executive Order 11114 until satisfactory assurance of future compliance has been received from such Applicant or may refer the case to the Department of Justice for appropriate legal proceedings.

EXHIBIT B
SPECIAL CONDITIONS

Project No. APW-RI-27G

The following Special Conditions are made a part of the Grant Agreement for the above-numbered project.

1. The Applicant Agrees that:

- (a) Within sixty (60) days from the date of receipt of the Grant Offer, it will furnish the Government satisfactory evidence that its share of the project cost is available or that firm and binding arrangements have been entered into to provide such funds as they are needed to meet project costs.
- (b) Within 120 days from the date of receipt of the Grant Offer, it will cause on-site labor to be employed in the construction of the project.

Failure of the Applicant to comply with the foregoing shall give the Government the right to terminate the Grant Agreement.

2. The Government shall have the right to reduce the amount of grant set forth in the Grant Offer, upon giving the applicant written notice, if the eligible project costs after award of the construction contracts are determined by the Government to be less than the estimated costs upon which the stipulated amount of the grant was based.

Delete Section 26, Surety, of the Terms and Conditions in its entirety.

3. The following paragraph is to be added to Section 5, "Prerequisites to Grant Disbursements", of the Terms and Conditions (CFA-1120), Exhibit A hereof:

"Pursuant to Part "(1)" of subsection "(e)" of this section, it has formally amended its capital improvements budget for the fiscal year ending September 30, 1964, to incorporate the increase in its planned net expenditures for capital improvements and has also formally amended the Resolution submitted with the Grant Application to include an appropriation for non-federally aided public works other than and in addition to the subject project in an amount approximately equivalent to its share of the subject project; which said public works will be commenced and substantially completed within the same fiscal period as the subject project."

HOUSING AND HOME FINANCE AGENCY
COMMUNITY FACILITIES ADMINISTRATION

TERMS AND CONDITIONS

OCT 24 1963

Constituting Part of the Grant Agreement Providing for the Financing and Construction of Public Works or Facilities Under Title II of the Housing Amendments of 1955, as Amended by the Public Works Acceleration Act, Public Law 87-658.

Section 1. Definitions. As used in these Terms and Conditions:

"Government" means the United States of America.

"Project" means the Public Works or Facilities covered by the Grant Agreement.

"Grant Agreement" means the contract between the Government and the Applicant covering the Project and includes both these Terms and Conditions and other contract instruments.

"Applicant" means the public entity designated in the Grant Agreement.

"Project Costs" means the cost of construction work for the Project, cost of necessary architectural/engineering services, legal, administrative and clerical costs, cost of land acquisition, necessary travel expenses, interest during construction and development, and other necessary miscellaneous expenses, all as determined by the Government.

"Eligible Project Costs" means Project Costs less the costs of land, rights-of-way, initial operating supplies and equipment with the exception of those items directly or reasonably required for the completion of construction, planning financed by a Planning Advance under Section 702 of the Housing Act of 1954, as amended, and any other ineligible miscellaneous expenses, all as determined by the Government.

"Depository Bank" means a bank or trust company which is a member of the Federal Deposit Insurance Corporation.

Section 2. Prerequisites to Government's Obligations. The Government shall be under no obligation to disburse funds under the Grant Agreement if:

- (a) Representations. Any representation made by the Applicant to the Government in connection with the application shall be incorrect or incomplete in any material respect, or the Government determines that the Applicant has failed to proceed promptly with Project financing or construction;

- (b) Concurrence by Government. The Applicant, having submitted to the Government any of the documents mentioned in Section 10 hereof which under the established procedures require the Government's prior approval, shall have proceeded to make related expenditures or incur related obligations without having been advised by the Government that the same are satisfactory; it being the purpose of this provision to insure that no action will be taken in the development of the Project which would result in legal or contractual violation rendering it impossible for the Government to make the grant hereunder or for the parties to accomplish the objects of the Grant Agreement;
- (c) Prohibited Interests. If any official of the Applicant who is authorized in such capacity and on behalf of the Applicant to negotiate, make, accept or approve, or to take any part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, materials, supply, or equipment contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in any such contract or subcontract, or if any official, employee, architect, attorney, engineer or inspector of or for the Applicant who is authorized in such capacity and on behalf of the Applicant to exercise any legislative, executive, supervisory or other functions in connection with the construction of the Project, shall become directly or indirectly interested personally in any construction, materials, supply, equipment or insurance contract, in any subcontract or any other contract pertaining to the Project.

Section 3. Applicant's Funds. The Applicant shall initiate and prosecute to completion all proceedings necessary to enable the Applicant to provide its share of the Project Costs on or prior to the time that such funds are needed to meet project costs.

Section 4. Legal Matters. The Applicant shall take all actions necessary to enable it to finance, construct, and develop the Project in due time, form, and manner as required by law and the Grant Agreement.

Section 5. Prerequisites to Grant Disbursements. Prior to the Government disbursing any portion of the grant proceeds, the Applicant shall present satisfactory evidence that:

- (a) It has obtained, or can obtain, all land, rights-of-way, easements, permits, franchises, Federal, State, County, and Municipal approvals required in connection with the construction and operation of the Project, including approval of the final plans and specifications by the appropriate State authorities;
- (b) It has the funds or a firm and binding commitment to provide its share of the Project costs;

- (c) It has deposited into the Construction Account, in addition to the grant proceeds, any portion then available of the funds to be furnished by the Applicant to meet its share of the Project costs and that it will promptly deposit any remaining portion of its share of Project costs in order that all payments in connection with the Project can be made as the same become due;
- (d) The Project can be completed at a total cost satisfactory to the Government which will be within the amount of funds available therefor;
- (e) The Applicant (1) has formally amended its capital improvement plan, budget or other schedule, or is in the process of so amending it, to incorporate the increase in its planned net expenditures for capital improvements pursuant to the resolution furnished with the grant application; (2) has secured, or is in the process of securing, approval of the amendments by any State or other public body having authority in such matters; and (3) has arranged for, or is proceeding expeditiously to obtain, the funds needed for such increase in expenditures.

Section 6. Grant Disbursements. The Applicant may requisition disbursements against the grant as follows:

- (1) 25% upon approval of the award of the construction contract(s).
- (2) 50% when construction is 50% complete.
- (3) 15% upon final inspection.
- (4) 10% after Project completion and audit, subject to adjustment to reflect the actual cost as determined by the Government.

Such requisitions shall be accompanied by such supporting data as the Government may require and shall be honored by the Government, subject to the provisions of the Grant Agreement. No request for review of a determination of the Government affecting the grant payable under the Agreement will be considered unless such request is received by the Government not later than three months following notice to the Applicant of such determination.

All accounting records including bank deposit slips, cancelled checks and other supporting documents and construction contract awards shall be retained intact for audit or inspection by the Government's authorized representatives.

Section 7. Construction Account. The Applicant shall set up in a Depository Bank, or with the fiscal agency of the Applicant fixed by law, a separate account or accounts (herein collectively called the "Construction Account") into which shall be deposited the proceeds of the Government grant and the funds required by the provisions of the Grant Agreement to be furnished by the Applicant to assure the payment of all Project costs. Moneys in the Construction Account shall be expended only for such purposes as shall have been previously specified in the project cost estimates approved by the Government. The Applicant shall pay all Project costs from the Construction Account.

Moneys in the Construction Account shall be secured by the Depository Bank in the manner prescribed by statutes relating to the securing of public funds. Where the moneys on deposit in the Construction Account exceed the estimated disbursements on account of the Project for the next 90 days, the Applicant may direct the Depository Bank to invest such excess funds in direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States Government, which shall mature not later than 18 months after the date of such investment and which shall be subject to redemption at any time by the holder thereof. The earnings from any such investments shall be deposited in the Construction Account by the Applicant.

After completion of construction and payment of all costs of the Project, any balance in the Construction Account shall remain therein pending determination by the Government of the total Project cost and the Federal grant. Such balance shall be used to refund promptly to the Government any overpayment made with respect to the Federal grant; any amount thereafter remaining shall be available for disposition by the Applicant in accordance with its other contractual agreements, applicable State or local law or other governing conditions.

Section 8. Prompt Procedure--Economic Construction. The Applicant covenants and agrees that it will proceed promptly with all matters necessary to the financing and the development of the Project; and that the Project will be undertaken and developed in such manner that economy will be promoted in such development and in the construction work.

Section 9. Approvals and Permits. The Applicant shall obtain approvals and permits required by law as a condition precedent to the acquisition, construction, development, and operation of the Project.

Section 10. Submission of Proceedings, Contract and Other Documents. The Applicant shall submit to the Government such data, reports, records and documents relating to the construction, financing, and operation of the Project as the Government may require. Approval of the Government must be obtained prior to the assignment of any interest in or part of any contract relating to the Project.

Section 11. Construction by Contract. All work on the Project shall be done under contract and every opportunity shall be given for free, open and competitive bidding for each and every construction, material, and equipment contract. The Applicant shall give such publicity by advertisement or calls for bids by it for the furnishing to it of work, labor, materials, and equipment as required by applicable law and as will provide adequate competition; and the award of each contract therefor shall be made, after approval by the Government, to the lowest responsible bidder as soon as practicable; Provided, that in the selection of equipment or materials the Applicant may, in the interest of standardization or ultimate economy, if the advantage of such standardization or such ultimate economy is clearly evident, award a contract to a responsible bidder other than the lowest in price. The Applicant shall obtain the concurrence of the Government before approving subcontracts relating to the Project.

- (a) Contracts and subcontracts shall provide for submission of such employment and other data relating to construction of the project as the Applicant may require.
- (b) The Applicant shall include in each of its construction contracts a provision requiring the contractor, insofar as practicable, to give preference, in the hiring of workers for the Project, to qualified local labor. The provision also will require each contractor to insert the same or a similar provision in each subcontract for the Project.

Section 12. Changes in Construction Contract. Any change in a construction contract shall be submitted to the Government for approval. Construction contracts shall include a provision specifying that the above requirement will be met.

Section 13. Contract Security. The Applicant shall require that each construction contractor shall furnish a performance bond in an amount at least equal to 100 percent of his contract price as security for the faithful performance of his contract and also a payment bond in an amount not less than 50 percent of his contract price or in a penal sum not less than that prescribed by State, territorial, or local law, as security for the payment of all persons performing labor on the Project under his contract and furnishing materials in connection with his contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

Section 14. Insurance During Construction. The Applicant shall require that each of its construction contractors and his subcontractors shall maintain, during the life of his contract, Workmen's Compensation Insurance, Public Liability and Property Damage Insurance in amounts and on terms satisfactory to the Government. The Applicant shall maintain Builders' Risk Insurance (fire and extended coverage) on a 100 percent basis on the insurable portions of the Project for the benefit of the owner, prime contractor, and all subcontractors as their interests may appear, until the Project is completed and is accepted by the Applicant.

Section 15. (a) Wage Rates: Upon receipt of the list of wage rates determined by the Secretary of Labor in accordance with the Act of March 3, 1931, (Davis-Bacon Act, as amended), the Applicant shall include such list in all contracts calling for work on the Project and require adherence thereto. The Applicant shall also require of each of its contractors that such list shall be posted at appropriate conspicuous points on the site of the Project. Unless otherwise required by law, wage rates need not be listed for non-manual workers, including executive, supervisory, administrative and clerical employees.

If, after the award of the contract, it becomes necessary to employ any person in a trade or occupation not classified in the above list, such person shall be paid at not less than a rate to be determined by the Secretary of Labor. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The contractor shall notify the Applicant of his intention to employ persons in trades or occupations not classified in sufficient time for the Applicant to obtain approved rates for such trades or occupations.

(b) Contract Work Hours: The Applicant shall comply with the provisions of the Contract Work Hours Standards Act (P.L. 87-581) which provides that the Applicant will also require of its contractors that no laborer or mechanic shall be required or permitted to be employed in such work in excess of eight hours in any calendar day or in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek as the case may be.

Section 16. Payment of Employees. The Applicant shall require of its contractors that all employees engaged in work on the Project be paid in full (less deductions made mandatory by law) not less often than once each week.

Section 17. Wage Underpayments and Adjustments. The Applicant shall require of each of its contractors that, in cases of underpayment of wages by the contractor, the Applicant may withhold from such contractor out of payments due, an amount sufficient to pay workers employed on the work covered by his contract the difference between the wages required to be paid under the contract and the wages actually paid such workers for the total number of hours worked and may disburse such amounts so withheld by it for and on account of the contractor to the respective employees to whom they are due.

Section 18. Anti-Kickback Statute. The so-called Anti-Kickback Statute, Public Law No. 324, 73rd Congress, approved June 13, 1934 (48 Stat. 1948 as amended), and the regulations issued pursuant thereto, are a part of the Grant Agreement, and the Applicant shall comply, and require each of its contractors employed in the construction, prosecution, or completion of the Project to comply therewith, and to cause his subcontractors to do likewise.

Section 19. Accident Prevention. The Applicant shall require of its contractors that precaution shall be exercised at all times for the protection of persons (including employees) and property, and that hazardous conditions be guarded against or eliminated.

Section 20. Supervision and Inspection. The Applicant shall provide and maintain on its own behalf competent and adequate architectural or engineering services covering the supervision and inspection of the development and construction of the Project.

Section 21. Nondiscrimination. The Applicant shall require that there shall be no discrimination against any employee who is employed in carrying out the Project, or against any applicant for such employment, because of race, religion, color or national origin. This provision 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 Applicant shall insert the foregoing provision of this Section in all its contracts for Project work and will require all of its contractors for such work to insert a similar provision in all subcontracts for Project work; Provided, that the foregoing provision of this Section shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

The Applicant shall post at the Project, in conspicuous places available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause.

Section 22. Payments to Contractors. Not later than the fifteenth day of each calendar month the Applicant shall make a partial payment to each construction contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month by the particular contractor, but shall retain until final completion and acceptance of all work covered by the particular contract a reasonable amount, specified in the contract, sufficient to insure the proper performance of the contract.

Section 23. Audit and Inspection. The Applicant shall require of its contractors that the Government's authorized representatives be permitted, and it will itself permit them to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records appertaining to the development of the Project; and shall permit the Government's authorized representatives to inspect or audit the books, records, and accounts of the Applicant pertaining to the Grant and the development of the Project.

Section 24. Signs. The Applicant shall cause to be erected at the site of the Project, and maintained during construction, signs satisfactory to the Government identifying the Project and indicating the fact that the Government is participating in the development of the Project.

Section 25. Operation of Project. The Applicant covenants that it will operate and maintain the Project or provide for the operation and maintenance thereof, to serve the objects and purposes for which the Grant has been made available under the Federal law and the terms of the Grant Agreement.

Section 26. Surety. The Applicant covenants that each of its officials or employees having custody of Project funds during acquisition, construction, and development of the Project, shall be bonded at all times in an amount at least equal to the total funds in his custody at any one time.

Section 27. Interest of Third Parties. The Grant Agreement is not for the benefit of third parties. The Government shall not be obligated or liable hereunder to any party other than the Applicant.

Section 28. Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Grant Agreement or to any benefit arising therefrom.

Section 29. Bonus or Commission. By execution of the Grant Agreement the Applicant represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the Grant hereunder.

Section 30. State or Territorial Law. Anything in the Grant Agreement to the contrary notwithstanding, nothing in the Grant Agreement shall require the Applicant to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State or territorial law: Provided, That if any of the provisions of the Grant Agreement violate any applicable State or territorial law, or if compliance with the provisions of the Grant Agreement would require the Applicant to violate any applicable State or territorial law, the Applicant will at once notify the Government in writing in order that appropriate changes and modifications may be made by the Government and the Applicant to the end that the Applicant may proceed as soon as possible with the construction of the Project.