REQUEST FOR PROPOSALS
For DESIGN BUILD SERVICES
For The Renovation
Of
RIVER VALLEY COMMUNITY COLLEGE
LEBANON ACADEMIC CENTER OF EXCELLENCE
PROJECT RVC16-01
15 Hanover Street, Lebanon, New Hampshire.
(Former location of Lebanon College)
September 1, 2015

1. Purpose: - The Community College System of New Hampshire (CCSNH) is seeking proposals from qualified, interested parties to provide “Design /Build Services” involved in the renovation of the former Lebanon College located at 15 Hanover Street, Lebanon, New Hampshire.

The renovation project will transform the building into a hub for Workforce Development and Business and Industry Training. In addition to offering several anchor certificates and degree programs focused on Business and Information Technology, River Valley Community College will also offer programs designated from interest expressed by the community and its residents.

The proposed layout for the Lebanon Academic Center will require maximum space usage to achieve optimum capacity. It is further important to note that RVCC would require an appropriate security and IT setup to allow for optimum safety and maximum connectivity. Most importantly, smart classrooms and teleconferencing capabilities will be core to the facilities infrastructure. This high technology infrastructure will allow maximum utilization of resources between the main campus and this academic center.

2. Compliance by Contractor with Laws and Regulations:
The Contractor who is awarded the contract must comply with the terms of the CCSNH AIA A141 contract and:
State of New Hampshire Community Development Block Grant Program
Supplemental General Conditions

Community Development Block Grant General Provisions Index  CDBG – 1

Required Contract Provisions for Use of Community Development
Block Grant Funds  CDBG – 2

Certification for Bidder Regarding Equal Employment Opportunity  CDBG – 5

Notice of Requirement of Affirmative Action to Ensure Equal Employment
Opportunity (Executive Order 11246)  CDBG – 6

Certification of Bidder Regarding Section 3 and Segregated Facilities  CDBG – 7

Section 3 Plan Certification  CDBG – 8

Federal Labor Standards Provisions, Federal Equal Opportunity and
Non-Discrimination Provisions, and Clean Air and Water Provisions  CDBG – 9
The contractor shall not employ, or permit any subcontractor to employ, any elected state official or state employee to work on this project.

The contractor shall comply, and shall require any subcontractors to comply, with the following federal and state laws and all applicable standards, rules, orders or regulations issued pursuant thereto:

**Lead Paint Poisoning and Prevention Act** (24 CFR 35 and 42 U.S.C. 4821, et seq.) and NH State laws and rules (RSA 130-A and Chapter He-P 1600)

**Sanctions and Penalties** (24 CFR 85.36(i)(1)) (applicable for contracts in excess of $2,000) The municipality/county may terminate this agreement and impose appropriate sanctions and penalties if the contractor violates or breaches any of the agreement terms.

**Termination of Cause/Convenience** (24 CFR 85.36 (i)(2)) The municipality/county shall have the right at any time, for any reason whatever, to interrupt and terminate any part or all of the work or services required of the contractor under this Agreement with a ten (10) day written notice of such interruption or termination transmitted to the contractor by the municipality/county. Interruption of any part of all of the required work or services in excess of six months shall be considered termination. In the event of termination of any part or all of this agreement, without fault on the part of the contractor, the contractor shall be entitled to a pro-rata compensation for all work performed to the satisfaction of the municipality/county and pursuant to this agreement. In order that the contractor shall receive payment under termination notice of any part of the work, all plans, drawings, survey results, tracings, field notes, estimates, specifications, proposals, sketches diagrams, and calculations, together with all other materials and data collected or prepared in connection with this agreement shall be first transmitted to the municipality/county in a form acceptable to both parties.

**Termination for cause.** Events of default: Any or more of the following acts or omissions by the contractor shall constitute an event of default hereunder (hereinafter referred to as “Events of Default”):

1. Failure to perform or complete any of the services as scheduled or as required by this agreement;
2. Failure to maintain the records required hereunder or to permit access thereto;
3. Failure upon the request of the municipality/county to reimburse the municipality/county for payments used by the contractor for expenses other than for the provision of the services;
4. Failure in the performance of any of its remaining obligations hereunder or default in any of the other covenants and conditions of this agreement.

**Termination:** Upon the occurrence of any Event of Default, the municipality/county shall thereupon have the right to terminate this agreement by giving written notice to the contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all program events and all finished or unfinished documents, data, studies, surveys, drawings, maps, and reports prepared by the contractor shall at the option of the municipality/county become the municipality/county's property and the contractor shall be entitled to receive compensation
for any work satisfactorily completed hereunder; provided, however, that the amount of such compensation shall be solely determined by the municipality/county.

Notwithstanding the above, the contractor shall not be relieved of liability to the municipality/county for damages sustained by the municipality by virtue of any breach of the agreement by the contractor, and the municipality/county may withhold any payments to the contractor for the purpose of set-off until such time as the exact amount of damages due the municipality/county from the contract is determined.

Reporting Requirements (24 CFR 85.36(i)(7)) The contractor, at such times and in such forms as the municipality may require, shall furnish the municipality/county such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

Patent Rights (24 CFR 85.36(i)(8)) No discovery or patent rights arising from any discovery or invention which arises or is developed in the course of or under this contract shall be exercised by, or on behalf of, the contractor.

Copyrights (24 CFR 85.36(i)(9) No reports, handbooks, documents, maps, data, or pamphlets produced in whole or in part under this contract will be the subject of any application for copyright by, or on behalf of, the contractor.

Access to Records (24 CFR 85.36(i)(10)) The municipality/county, New Hampshire Community Development Finance Authority, US Department of Housing and Urban Development, the Controller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract, for the purposes of making audit, examination, excerpts, and transcriptions.

Record Retention (24 CFR 85.36(i)(11)) All records in possession of the contractor pertaining to this contract will be retained by the contractor for a period of three (3) years from closeout of this grant by the State.

Payments and Allowable Costs (24 CFR 85.22 and OMB A-87)


Energy Efficiency (24 CFR 85.36(i)(13)) The project must be in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat, 871) and the NH State Energy Code (RSA 155-D)

Equal Opportunity [(41 CFR 1.4(a)), Handicap Non-Discrimination (41 CFR 741-4 (a)), Disabled/Vietnam Era Veterans (41 CFR 60-250.4), Women/Minority Owned Business (24


The Copeland “Anti-Kickback” Act, as amended (116 U.S.C. 874) as supplemented in Department of Labor regulations (41 CFR Chapter 60)


The Flood Disaster Protection Act of 1973 (Pub. L. 93-234) as amended, regulations issued pursuant to that act, and Executive Order 11985.

Architectural Barriers Act [(Pub. L. 90-480), (42 U.S.C. Chapter 51) as amended, and the regulations issued to be issued thereunder, including uniform accessibility standards (24 CFR 40) for public buildings with 15 or more residential units, RSA 275-C:10, and the State of New Hampshire Architectural Barrier Free Design Code (Abfd 100, et seq.)]


The Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Program (49 CFR Part 24) including amendments thereto and regulations thereunder.

RSA 354 and Rules of the New Hampshire Human Rights Commission (Hum 100. et seq.) on discrimination in employment, membership, accommodation, and housing.

The New Hampshire State Building Codes (RSA 155-A) and the rules of the State Fire Marshall (Saf-C 6000, et seq.)
CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Instructions

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

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

Certification By Bidder

Name and Address of Bidder (including Zip Code)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.</td>
</tr>
<tr>
<td></td>
<td>• • Yes • • No</td>
</tr>
<tr>
<td>2.</td>
<td>Compliance reports were required to be filed in connection with such contract or subcontract.</td>
</tr>
<tr>
<td></td>
<td>• • Yes • • No</td>
</tr>
<tr>
<td>3.</td>
<td>Bidder has filed all compliance reports due under applicable instructions.</td>
</tr>
<tr>
<td></td>
<td>• • Yes • • No • • None required</td>
</tr>
<tr>
<td>4.</td>
<td>Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?</td>
</tr>
<tr>
<td></td>
<td>• • Yes • • No</td>
</tr>
</tbody>
</table>

Name and Title of Signer (Please type or print)

Signature
NOTICE OF REQUIREMENT OF  
AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITY (EXECUTIVE  
ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the  

2. The goals and timetables for minority and female participation, expressed in percentage terms  
for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<table>
<thead>
<tr>
<th>Timetables</th>
<th>Goals for minority participation for</th>
<th>Goals for female participation for</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6.9</td>
<td>6.9</td>
</tr>
</tbody>
</table>

These goals are applicable to all the Contractor's construction work (whether or not it is federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60.4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).
CERTIFICATION OF BIDDER REGARDING SECTION 3
AND SEGREGATED FACILITIES

The undersigned hereby certifies that:

(a) Section 3 provisions are included in the Contract.

(b) A written Section 3 plan was prepared and submitted as part of the bidding proceedings (if bid equals or exceeds $10,000).

(c) No segregated facilities will be maintained.

______________________________  ______________________________
Name of Prime Contractor  Project Name and Number

______________________________
Name and Title of Signer (Print or Type)

______________________________  ______________________________
Signature  Date
SECTION 3 PLAN CERTIFICATION

Name of Contractor agrees to implement the following specific affirmative action directed at increasing the utilization of lowest income residents and businesses within the City/Town of ________.

A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and were advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the city/town the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

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

D.* To insert this Section 3 plan in all bid documents, and to require all bidders and subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

E.* To insure that subcontracts which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.

F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.

G. To insure that all appropriated project area business concerns are notified of pending subcontractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of the Section 3 Plan.

As officers and representatives of ___________________________ we, the undersigned, have read and

(Name of Contractor)

fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Signature ___________________ Title ___________________ Date __________

Signature ___________________ Title ___________________ Date __________

U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability
The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which over the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming to 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part
of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is nontaxable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wH347Instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete.
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, a pupil or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any work performed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprenticeship classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by
the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractor to include these clauses in any lower tiers subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tiers subcontractor with all the contract clauses in this paragraph.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or their employees or their representatives.

10. (i) **Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) **No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) **The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., “Federal Housing Administration transactions”, provides in part: “Whoever, for the purpose of . . . influencing in any way the action of such Administration. . . makes, utter or publishes any statement knowing the same to be false . . . shall be fined not more than $5,000 or imprisoned not more than two years, or both.”

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible thereof shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.
(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. **Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) 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.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

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

During the performance of this contract, the contractor agrees as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(1) 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 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY applicants are employed, and that employees are treated during CONSTRUCTION CONTRACT SPECIFICATIONS 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 any other form of compensation; and selection for training, including apprenticeship.

   (a) "Covered area" means the geographical area described in the of compensation; and selection for training, including apprenticeship solicitation from which this contract resulted;

   (b) "Director" means Director, Office of Federal Contract employees and applicants for employment, notices to be provided by Compliance Programs, United States Department of Labor, or any other contracting officer setting forth the provisions of this 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, employees placed by or on behalf of the contractor, state that all U.S. Treasury qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   Minority includes:

   (i) Black (all persons having origins in any of the Black African)

   (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of contracting officer, advising the labor union or workers's representatives of race);

   (iii) Asian and Pacific Islander (all persons having origins in the Pacific Islands); and, Native (all persons having

   (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian conspicuous places available to employees and applicants for Subcontinent, or

   (iv) American Indian or Alaskan Native (all persons having

   (iv) American Indian or Alaskan

   (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and membership and participation or relevant orders of the Secretary of Labor. 11246 of September 24, 1965, and of the rules, regulations, and membership and participation or relevant orders of the Secretary of Labor.

   (6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules,
approved by the U.S. Department of Labor in the suspended in whole or in part and the contractor may be declared covered area either individually or through an association, its affirmative ineligible for further Government contracts in accordance with action obligations on all work in the Plan area (including goals and procedures authorized in Executive Order 11246 of September 24, timetables) shall be in accordance with that Plan for those trades which 1965, and such other sanctions may be imposed and remedies invoked have unions participating in the Plan.

Contractors must be able to as provided in Executive Order 11246 of September 24, 1965, or by demonstrate their participation in and compliance with the provisions of rule, regulation, or order of the Secretary of Labor, or as otherwise any such Hometown Plan. Each Contractor or Subcontractor provided by law, participating in an approved Plan is individually required to comply with (7) The contractor will include the provisions of paragraphs (1) its obligations under the EEO clause, and to make a good faith effort to through (7) in every subcontract or purchase order unless exempted by achieve each goal under the Plan in each trade in which it has rules, regulations, or orders of the Department of Labor issued pursuant employees. The overall good faith performance by other Contractors or to section 204 of Executive Order 11246 of September 24, 1965, so that Subcontractors toward a goal in an approved Plan does not excuse any such provisions will be binding upon each subcontractor or vendor. The covered Contractor's or Subcontractor's failure to take good faith efforts contractor will take such action with respect to any subcontract or to achieve the Plan goals and time tables. purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non- The Contractor shall implement the specific affirmative action compliance: Provided however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor 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. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting 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 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 sources, 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 work force.

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

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, ensure 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 thought 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 Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall be at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

© In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed.
but excluding those of independently operated corporate affiliates, at an appropriate local office of the State employment service system wherein the opening occurs.

© Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representative of the contracting officer of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) “All employment openings” includes all positions except executive and top management, those positions that will be filled from within the contractor’s organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days’ duration, and part-time employment.

(2) “Appropriate office of the State employment service system” means the local office of the Federal-State national system of public
employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

(3) "Positions that will be filled from within the contractor's organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

(4) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(l) The contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

SECTION 3 OF THE HOUSING AND COMMUNITY

DEVELOPMENT ACT OF 1968, AS AMENDED

1. 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 the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170l. 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.

2. 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 135, and all applicable rules and order 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.

3. 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 worker's 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.

4. 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 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.

5. 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 hereunder 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.
Clean Air and Water Provisions

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

(1) The contractor will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 40 CFR 15.20.

(2) The contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1958c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) The contractor agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(4) The contractor agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) thereof (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.
completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 1. A Section 3 Contractor/subcontractor is a business concern that provides economic opportunities to low and very low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 percent or more owned by low-income residents; or provides subcontracting or business development opportunities to businesses owned by low or low-income residents. Low and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very-low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use 1 of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be submitted for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 1. A Section 3 Contractor/subcontractor is a business concern that provides economic opportunities to low and very low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 percent or more owned by low-income residents; or provides subcontracting or business development opportunities to businesses owned by low or low-income residents. Low and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of $10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multifamily Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance. Costs or unusually high or low-income families. Very low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of $10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multifamily Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance. Costs or unusually high or low-income families. Very low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of $10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multifamily Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance. Costs or unusually high or low-income families. Very low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
Public reporting burden for this collection of information is estimated to average .5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Information is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.

Executive Orders dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and the these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals.

Privacy Act Notice = The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the Information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulation. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by Law.

<table>
<thead>
<tr>
<th>1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency</th>
<th>2. Location (City, State Zip Code)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Name of Contact Person</td>
<td>4. Reporting Period</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Oct. 1 - Sept. 30 (Annual -FY)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>5. Program Code (Not applicable for CPD programs)</th>
<th>6. Date Submitted to Field Office</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>PH</th>
<th>IH CPD</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Housing</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contractor/Subcontractor Name and Address</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>7a. Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>7b. Amount of Contract or Subcontract</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Type of Trade Code (See below) 7c.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Housing/Public Housing:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>7d. Racial/Ethnic Code (See below)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>7e. Prime Contractor Identification (ID) Number 7f.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>7g. Subcontractor Identification (ID) Number 7h.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>7i. Phone Number (Including Area Code) 7j.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>7k. Contractor or Subcontractor Business Name and Address 7l.</th>
</tr>
</thead>
</table>

| 7m. Contractor or Subcontractor Business Name and Address 7n. |

<table>
<thead>
<tr>
<th>7o. Woman Owned Business (Yes or No) 7p.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>7q. Intergovernmental Agreement or Subcontract Agreement or Other Identification of Property, Subdivision, Dwelling Unit, etc. 7r.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>7s. Contract or Subcontract Identification of Property, Subdivision, Dwelling Unit, etc. 7t.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>7u. Racial/Ethnic Codes:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>7v. Type of Trade Codes:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>5. Program Codes (Complete for housing and Public and Indian Housing programs only):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>HUD-2516 (8/98)</th>
</tr>
</thead>
</table>

Previous editions are obsolete.
EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT
FOR LABORERS AND MECHANICS
EMPLOYED ON FEDERAL OR FEDERALEY
ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

<table>
<thead>
<tr>
<th>Prevailing Wages</th>
<th>You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime</td>
<td>You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.</td>
</tr>
<tr>
<td>Enforcement</td>
<td>Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.</td>
</tr>
<tr>
<td>Apprentice Pay</td>
<td>Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.</td>
</tr>
<tr>
<td>Pay</td>
<td>If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:</td>
</tr>
</tbody>
</table>

or contact the U.S. Department of Labor’s Wage and Hour Division.
General Decision Number: NH150009 07/31/2015 NH9

Superseded General Decision Number: NH20140009

State: New Hampshire

Construction Type: Building

County: Grafton County in New Hampshire.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on this contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/02/2015
1 01/23/2015
2 07/31/2015

BRME0003-001 05/01/2014

Rates Fringes
BRICK POINTER/CAULKER/CLEANER... $30.36 19.18

* CARP0118-011 04/01/2015

Rates Fringes
CARPENTER (Drywall Hanging and Form Work Only) $21.73 18.89

ELEV0004-002 01/01/2015

Rates Fringes
ELEVATOR MECHANIC $53.30 28.385


b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

* IRON0007-007 03/16/2015
<table>
<thead>
<tr>
<th>Position</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>IRONWORKER (Reinforcing and Structural)</td>
<td>$22.97</td>
<td>20.72</td>
</tr>
<tr>
<td>SHEE0017-013 01/01/2013</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SHEET METAL WORKER (HVAC Duct Work Only)</td>
<td>$28.35</td>
<td>23.52</td>
</tr>
<tr>
<td>SUNH2011-005 02/22/2011</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CARPENTER, Excludes Drywall Hanging, and Form Work</td>
<td>$19.90</td>
<td>5.08</td>
</tr>
<tr>
<td>CEMENT MASON/CONCRETE FINISHER ...</td>
<td>$20.41</td>
<td>10.11</td>
</tr>
<tr>
<td>ELECTRICIAN</td>
<td>$21.75</td>
<td>3.95</td>
</tr>
<tr>
<td>LABORER: Common or General</td>
<td>$15.43</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Landscape</td>
<td>$12.00</td>
<td>0.35</td>
</tr>
<tr>
<td>LABORER: Mason Tender - Brick ...</td>
<td>$17.00</td>
<td>3.22</td>
</tr>
<tr>
<td>LABORER: Mason Tender - Cement/Concrete</td>
<td>$16.77</td>
<td>8.55</td>
</tr>
<tr>
<td>LABORER: Pipelayer</td>
<td>$17.78</td>
<td>2.07</td>
</tr>
<tr>
<td>OPERATOR: Backhoe</td>
<td>$16.67</td>
<td>1.18</td>
</tr>
<tr>
<td>OPERATOR: Bulldozer</td>
<td>$17.75</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Crane</td>
<td>$25.19</td>
<td>4.05</td>
</tr>
<tr>
<td>OPERATOR: Excavator</td>
<td>$18.13</td>
<td>1.23</td>
</tr>
<tr>
<td>OPERATOR: Grader/Blade</td>
<td>$26.00</td>
<td>11.62</td>
</tr>
<tr>
<td>OPERATOR: Loader</td>
<td>$18.67</td>
<td>2.69</td>
</tr>
<tr>
<td>OPERATOR: Roller</td>
<td>$19.00</td>
<td>1.24</td>
</tr>
<tr>
<td>PAINTER: Brush and Roller</td>
<td>$16.50</td>
<td>2.29</td>
</tr>
<tr>
<td>PLUMBER/PIPEFITTER, Includes HVAC Pipe Work</td>
<td>$21.25</td>
<td>5.06</td>
</tr>
<tr>
<td>ROOFER</td>
<td>$17.21</td>
<td>1.97</td>
</tr>
<tr>
<td>SPRINKLER FITTER (Fire Sprinklers)</td>
<td>$21.78</td>
<td>5.04</td>
</tr>
<tr>
<td>TRUCK DRIVER</td>
<td>$14.58</td>
<td>0.00</td>
</tr>
</tbody>
</table>
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

===============================================

END OF GENERAL DECISION
3. This project includes:
   • Renovation of an existing two story approximately 19,278. Sq. ft. building.
   • Construction to start October 2015, with Phase I Substantial Completion achieved by January 4, 2016, Phase II, if an add alternate is accepted. River Valley Community College will plan for a soft opening during the spring of 2016 after the completion of renovations and a hard opening in fall 2016.
   • Total Design, Construction, Permitting, Testing, Furnishing and Equipment, etc. budget is $700,000. Phase I Substantial Completion is required by Monday, January 4, 2016.
   • The successful bidder will provide all necessary design services, stamped by a New Hampshire registered Architects and Engineers for architectural, mechanical, electrical, and structural design, as well as, all construction services.
   • The successful bidder must furnish a one-hundred percent (100%) Performance Bond and a separate one-hundred percent (100%) Payment Bond prior to execution of the Contract Agreement.
   • The finished project is to be fully code compliant and will require a building permit from the City of Lebanon and a certificate of occupancy from the New Hampshire State Fire Marshal’s Office

PROJECT CRITERIA (Exhibit D)

Detailed Project Description

Scope of work:
Renovation of an existing two story approximately 19,278. Sq. ft. building located at 15 Hanover Street, Lebanon, New Hampshire. Successful bidder will provide all necessary architectural, mechanical, electrical, site and structural designs, as well as, permitting (City of Lebanon building permits, expected), and construction services. Finished project to be fully code compliant in all areas of construction to include but not limited to Life Safety, NFPA, ADA, and Approval by the State Fire Marshal’s Office through CCSNH Matthew Moore, Director of Capital Planning and Development.

Scope of services Phase I: Upper level:
   • Renovations, per attached floor plan.
   • Paint – All GWB and all exposed steel components are to be painted.
   • Flooring – Replace all flooring with either VCT or Carpet as directed. Upper and Lower Floors:
   • As Per SFC Engineers report make both floors code compliant for NFPA, ADA and Life Safety.
   • Expand Upper and Lower Bathrooms to meet code including number or fixtures. Ceramic tile floors and up walls 48”
   • Boiler replacement and system conversion from steam to force hot water. Controls to be monitored and controlled via internet.
   • Replace coils in rooftop units:
   • Elevator inspection certification. Fire Protection:
   • Fire Sprinkler work and retrofit as needed to meet code compliance.

ADDITIONAL PROJECT REQUIREMENTS:
   • A one year warranty is to be provided for all work performed.
   • Building design and equipment list is to be approved by the College prior to ordering of installation of materials.
   • Submittal is to be made, with acknowledgement by the design professional; and the design builder that the project requirements are met.
   • CAD based design documents are to be generated for the final design and finished project including as-built drawings.
• Power and cable requirements are to be included in the design.
• All workers will need to have a visible ID badge during phase II.
• Remove and legally dispose of all waste generated by the work.
• Construction may occur between the hours of 7am – 5pm Monday thru Friday.
• Liquidated damages will be assessed at $500 per day under the conditions of the AIA A 141 (see Exhibit A section 3.2).

NOTE: Exhibits A through j and the RFP form constitute the complete documents for this proposal. Exhibits A through j will be issued with the contract to the successful applicant.
• Exhibit A - Terms and Conditions (AIA A141 to be completed at time of contract)
• Exhibit B - Cost of Work: Qualifications, Bid Form and Schedule of Values
• Exhibit C - Insurance Requirements.
• Exhibit D - Project Criteria
• Exhibit E – Score Sheet-Design Build Services Scoring Criteria
• Exhibit F - Partial and Final Release of Liens and Claims
• Exhibit G - Design-Build Schedule (provided by the contractor with bid)
• Exhibit H – Payment and Performance Bonds
• Exhibit I – Corporate Authority & Proof of registration with the Secretary of State’s Office to do business in the State of New Hampshire.
• Exhibit J – Subcontractors Master List

4. Proposal Instructions: DESIGN/BUILD FIRMS MUST SUBMIT THEIR QUALIFICATIONS WITH THEIR BID. BIDS WILL ONLY BE CONSIDERED FROM QUALIFIED FIRMS ONLY. Firms must complete and submit their proposal on or before Monday, September 28, 2015. The proposal requests the following information:

5. AWARD PROCESS: All responses will be reviewed by the Selection Committee. The Selection Committee shall evaluate the proposals and shall be composed of River Valley Community College Representatives and a CCSNH Representative. The bidders will provide a detailed cost proposal and a schematic layout. The proposal will be judged by the selection committee on contractor qualifications total cost and completeness of the proposal and plan submitted. The proposal will not be solely based on the lowest bid.

6. Schedule: The schedule of events will occur as such before any work can begin.
• September 16, 2015, 9 a.m. thru 3 p.m.- Mandatory walk through (make college available the entire workday for design/builder to become familiar with the site and take necessary measurements etc.)
• September 28, 2015 at 9 a.m. - Requests for Qualifications due with the Bid.
• September 28, 2015 at 11 a.m. - CCSNH Board meeting to obtain approval to enter into contract with design/builder contingent upon selection committee’s selection.
• October 1, 2015 - Design Builders notified of selection and send supporting documents.
• October 5, 2015 – Receipt of Contractor signed contract with insurance and bond from Contractor. CCSNH will sign and issue Notice to proceed.
• January 4, 2016 - Construction Phase I Substantial Completion.
• August 15, 2016 - Construction Phase II Substantial Completion.

7. Proposal Inquires: All inquiries concerning this request shall be made in writing to: Matthew Moore, PE, Director of Capitol Planning and Development, Community College System of New Hampshire, 26 College Drive, Concord, NH 03301; e-mail memoore@ccsnh.edu, phone (603) 230-3565.
8. **Project information**, including addendums, shall be posted to the website www.ccsnh.edu/open-bids. The Renovation of RIVER VALLEY COMMUNITY COLLEGE, LEBANON ACADEMIC CENTER OF EXCELLENCE (Former location of Lebanon College)

9. **Mandatory Site Visit:** There is a mandatory site visit scheduled for September 16, 2015 9 a.m. thru 3 p.m. - at the project site area located at 15 Hanover Street, Lebanon, New Hampshire.

10. **Evaluation and Award of Contract:**
The Request for Proposal process is a procedure allowing the Community College System of New Hampshire to award these contracts for Design and Consulting Services to the respondent whose qualifications and proposal best meet the interest of River Valley Community College, with the lowest bid not being the determining factor in the selection.
   1. Submitted proposals will be judged by a selection committee to a pre-established set of criteria.
   2. The proposal achieving the highest score will be asked to enter into a contract with the Community College System of New Hampshire.
   3. Contractor shall not begin work until a fully executed contract has been received and the contractor has received the notice to proceed.

**Contract Information**

**Form of Contract**
The Contractor who is awarded the contract will need to complete an AIA A141 contract (See Exhibit A) and provide the required Corporate Resolution (corporations/LLC) or Partnership Certificate of Authority or Sole Proprietor Certification of Authority, whichever applies, to show the individual signing the contract is authorized to do so.

**Insurance:** (Exhibit C)
The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the State and River Valley Community College, the following insurance:

**Comprehensive General Liability Insurance:** Contractor agrees to maintain in full force during the term of this contract and until the completion of this project Comprehensive General Liability Insurance a policy where all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per incident, or the current statutory cap on the State’s liability, and fire and extended coverage insurance covering all property, in an amount not less than 80% of the whole replacement value of the property.

**Workers’ Compensation Insurance:** Contractor agrees to maintain in full force and effect Workers’ Compensation insurance which provides statutory coverage for Workers’ Compensation claims and Employers’ Liability insurance subject to minimum limits of:

- $500,000 each accident
- $500,000 each employee
- $500,000 policy limit

Bodily injury by accident
Bodily injury by disease
Bodily injury by disease
or the minimum limits required by Contractor’s Umbrella insurer.

**Professional/Errors & Omissions Liability Insurance**
Professional or E&O insurance is required of all Architects and Engineers who provide the design and engineering for buildings and other structures, which should be no less than $1,000,000 per occurrence and aggregate for this project.

**Automobile Liability Insurance:** Contractor agrees to maintain in full force during the term of this contract and until the completion of this project Commercial Automobile Liability insurance for all owned, non-owned, and hired vehicles/trucks. The minimum limit of liability shall be $1,000,000 each accident, combined single limit for Bodily Injury and Property Damage.

**Umbrella Liability Insurance:** Contractor agrees to maintain in full force and affect Umbrella Liability insurance which provides excess following form coverage over the underlying Commercial General Liability, Automobile Liability, and Employers Liability policies previously described. The Umbrella/Excess policy will provide minimum limits of liability of $5,000,000 per occurrence and aggregate - and the aggregate limit should be provided on a “per project or job” or location basis.

**Personal Property Insurance:** “Builder’s Risk” coverage provided by the owner does not provide coverage for the Contractor’s business personal property – tools, equipment, etc. As such, coverage must be provided by Contractor for this exposure.

The certificates are required to name Community College System of New Hampshire as additional insured.

The certificates shall contain a clause prohibiting cancellations or modifications of the policy earlier than 10 days after written notice thereof has been received by the College.

**BOND/SECURITY AND POWER OF ATTORNEY:**
NH RSA 447:16 requires contracts for construction, repair or rebuilding of public buildings or other public works (not including design work) over $35,000 to include a payment bond or other security in an amount equal to 100% of the contract price. Other types of contracts may also have bond/security requirements for payment and/or performance. In such contracts, the bond and power of attorney of the person executing the bond must be included in the contract.

**CONTRACT TERM:**
The term of any resulting contract shall end. Substantial Completion for the project shall be no later than **Monday, January 4, 2016** on not including warranties.

Community College System of New Hampshire shall have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

**PAYMENT AND COMPENSATION:**
Payment terms: Partial payments are allowed once the work has been invoiced, approved, and accepted by the owner. Final retainage of 5% shall be due 45 days after final acceptance and receipt of all warranties, “as-builts”, lien releases, operations and maintenance manuals and all closeout
documents.

**ADDITIONAL INFORMATION:**

- Applicants are responsible for having ascertained pertinent local conditions, such as equipment, conditions, locations, accessibility, and general character of the site, knowledge of conditions affecting the work. The act of submitting a proposal is to be considered as full acknowledgment that the applicant inspected the site and is familiar with the conditions and requirements of these specifications.

- Any questions regarding the contents of this request are to be submitted in writing to Matthew Moore, Director of Capital Planning and Development email memoore@ccsnh.edu. Response will be via addendum posted to the website.

- The Community College System of New Hampshire reserves the right to make a written request for additional information from a Contractor/Vendor to assist in understanding or clarifying a proposal. The responses are to be provided in writing.

- Required Material Safety Data Sheets (MSDS) for material brought on site by the successful Contractor must be available on site at all times.

- All local, state and federal regulations are to be followed. Any fines assessed to the Community College System of New Hampshire due to the lack of these regulations being followed will be the responsibility of the successful Contractor.

- After the Award of Bid, the Contractor shall submit a list of all employees, all sub-Contractor employees, and other related personnel who will be physically required to work at River Valley’s Community College campus, providing the following information for each person:

  Name
  Employer’s Company Name

  Community College System of New Hampshire reserves the right to request a criminal background check on any employee of Contractor. Community College System of New Hampshire also in its discretion may decide that anyone with a criminal history, other than traffic violations that have not been annulled, will not be allowed to work at the project site.
• If applicable, vendor is responsible for calling Dig Safe System, Inc., a private locating service. Any fines, damages, etc. assessed to the Community College System of New Hampshire due to failure to obtain a Dig Safe permit and to have utilities located by a private company will be the responsibility of the successful Contractor.

• Shirts are required to be worn at all times on the work site, smoking is allowed only in vehicles, no radios or headsets are allowed. All parking for vehicles and equipment must be cleared through the River Valley Community College. Use of cell phones and radios are prohibited while vehicles are in motion. Posted speed limits are to be obeyed. Infractions of rules can result in the offender being asked to leave the campus.

• Architectural Barriers: The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Stands issued by GSA (see 36 CFR 1191, Appendix C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and included minimum design standards. All new facilities descried or constructed with grant support must comply with these standards.

PUBLIC INFORMATION:

The responding Contractor hereby acknowledges that all information relating to this bid and any resulting order (including but not limited to fees, contracts, agreements and prices) are subject to the laws of the State of New Hampshire and rules under the federal TAACCCT grant regarding public information.

PUBLIC DISCLOSURE:

Any information contained in the bid that a Contractor considers confidential must be clearly designated. Marking of the entire bid or entire section of the bid (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this bid to the contrary, Contractor pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders.

Generally, each bid shall become public information upon the effective date of all resulting contracts or purchase orders; however, to the extent consistent with applicable state and federal law and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (Right to Know Law), the state/CCSNH shall endeavor to maintain the confidentiality of portions of the bid that are clearly and properly marked confidential. If a request is made to CCSNH to view portions of a bid that a Contractor has properly and clearly marked as confidential, CCSNH will notify Contractor of the request and of the date that CCSNH plans to release the records. By submitting a bid, Contractors agree that unless the Contractor obtains a court order, at its sole expense, enjoining the release of the requested information, CCSNH may release the requested information on the date specified in the CCSNH’s notice without liability to the Contractors.

11. ADDENDUM: In the event it becomes necessary to add to or revise any part of this RFP prior to the scheduled submittal date, the College will send addenda to its website www.ccsnh.edu/open-bids. Before your submission, always check for any addenda or other materials that may have been issued which would affect the RFP by checking this website. Any change, correction or deviation to this RFP must be addressed in a written addendum. Verbal changes will not be allowed.
**12. SUBMISSION OF RFP RESPONSES:**

The RFP response is due by **Monday, September 28, 2015 at 9 a.m.** Your response must include all the materials requested in the RFP. Seven (7) Proposals should be mailed or hand carried to:

Community College System of New Hampshire  
Attention: Matthew Moore, Director of Capital Planning and Development  
26 College Drive, Concord, NH 03301-7407

The College is not responsible for proposals not received due to equipment failure, mail delays, etc. E-mail is NOT an acceptable form of submission. If you want to ensure your proposal was received please verify by calling Matthew Moore at (603) 344-5377.

**The College reserves the right to waive any and all informalities in its best interest.**

**Bid results** may be viewed when available, once the award has been made, on our web site only at: [www.ccsnh.edu/open-bids](http://www.ccsnh.edu/open-bids). Select among the options in the left banner for open, closed or under review status.
April 1, 2015

Matthew Moore, Director
Community College System of NH
26 College Drive
Concord, NH 03301-0167

RE: Life Safety, Accessibility Review
Former Lebanon College
Lebanon, NH

Dear Matt,

On Friday, March 27, 2015 Nicholas J. Cricenti Jr., P.E. Cricenti P.E. of SFC Engineering performed a site visit to the site of the former Lebanon College. The purpose of the site visit was to determine Life Safety, and Accessibility for the space in the building occupied by the Lebanon College. The review was based upon the 2009 version of NFPA 101 The Life Safety Code. The accessibility review was performed in conformance with the NH Architectural Barriers Standards which are based upon the Americans with Disability Act. The review was performed as the building was found. No anticipation of any renovations included.

The building consists of masonry walls and concrete floor on unprotected steel joists. According to NFPA 220 the type of building is Type II (000) that is; the building is constructed of unprotected noncombustible materials. The Upper level and Lower level were unseparated. Both stairs are open and there is a large opening along the interior corridor. Renovations occurred in the building approximately 14 years ago.

The occupancy of the building is business. Colleges are classified as business occupancies. The use groups found in the building are business, classroom and assembly. The total occupancy for the building is 166 people on the Upper level and 311 people on the Lower level. The largest occupancy room is the Multi-purpose room in the Lower level which has a capacity of 188 people. With the exception of curtains in the Lower Assembly space the interior finish for the facility appears to be compliant. The curtains should simply be removed.

Travel distance throughout the facility appears to be compliant; however, there were no chairs or tables set up in the classrooms or assembly areas with the exception of the Small Lecture Hall. So exact egress distances are unknown. The permitted travels distances based upon NFPA 101 and automatic sprinklers are for business 300 feet and for assembly 250 feet. This should pose no problem for a facility that is only 140 feet long.

The building is equipped with a fire alarm system and an automatic sprinkler system. The Sprinkler System appeared adequate as observed, but no actual testing of the system was performed. The fire alarm is attached to the City of Lebanon Gamewell system by Master Box 196. No testing of the fire alarm was performed. There are numerous fire alarm notification
devices located through the facility. These devices consist of horn strobes or strobes. Every classroom and assembly area is equipped with a strobe light. The horn strobes are located along each common area on both levels. The bathrooms are equipped with strobes. The strobe lights are located 88 inches above the floor in all spaces. NFPA 101 requires in all unseparated occupancies that contain assembly and more than 300 people that fire alarm be provided by voice evacuation. This will likely mean a new fire alarm with voice strobes throughout the building. The code does allow the AHJ (in this case NHFMO) to permit the existing system to continue, but you will have to request this in a letter to the NHFMO. The total replacement of the fire alarm should be budgeted at $60,000.00. This includes all new conduit and wires, as well as notification devices and circuits. If wiring is salvageable then the price may be reduced.

The upper level can be entered at both ends by a pair of three foot doors opened manually and through vestibule of 7 feet width. The doors at either end are equipped with panic hardware. The entrances are generally in compliance with accessibilities standards except the door for the mall side where the transition from the city sidewalk to the entrance way has deteriorated creating a bump and will have to be repaired. The rest of the entrance is compliant.

The Lower level is accessed from the back parking lot with a pair of 3 foot doors in a manner similar to the Upper Level. There are two sets of doors creating a 7 foot airlock. There is another exit from the lower level at the front of the building. This is a 45 inch wide enclosed stair that leads directly outside. The rail in this stair needs to have extensions added.

At all exits there are pull stations as well as light switches. These devices are located with the operational parts at 48 inches complying with the standards. In fact virtually all of the operating equipment is properly located for accessibility. There are sufficient exit signs and emergency lights, however the emergency lights did not work, no research was done to determine why. It may be batteries or they may have to be replaced.

The doors to all the spaces leave a minimum 33 inch opening when opened to 90 degrees. Near each door is a room number and Braille sign.

There are two sets of stairs connecting the Upper and Lower these stairs meet the requirements for existing stairs including maximum rise and minimum run. In addition the intermediate landing for the stairs meet the requirements for existing. The handrails are also within NFPA requirements. There is an egress stair that leads from the lower level to an exit door located near the Mall entrance. While the stair meets rise and run requirements the handrail does not extend properly and will have to be repaired.

There is also a LULA which provides an accessible route from the Upper to the Lower level. The LULA is enclosed in a shaft with a door at each level. During the visit the LULA was shut off and should have a new inspection prior to reopening. The LULA did not appear to have Braille symbols, this will have to be corrected. The reach for the operating buttons appears to be compliant with the ADA.
There is a large opening from floor to floor that serves as a light well for the Lower level. The guard system around this opening provides for a solid wall up to 35 inches and then a six inch gap and then a top rail that brings the total height up to 45 inches. The requirement for passing the 4 inch sphere only applies to the first 34 inches of the guard which is met and then the top rail has to be at least 42 inches and the gap can be as much as 6 inches. The system in place appears to be compliant.

The building as currently configured does not appear to have enough water closets. The buildings 477 people require more facilities than provided. Based upon the International Plumbing Code the building including the assembly areas requires a total of 4 men’s and 4 women’s on the Upper level and 4 men’s and 5 women’s on the Lower level. It may be possible to reconfigure the use of the spaces to lessen the number of fixtures required. Urinals can replace some WCs in the men’s requirements. Sinks appear to be proper. Although as a minor repair some of the sink piping needs insulation for the drain pipe to guard against burns to a person using a chair. SFC recommends consulting with a Plumbing Engineer as to a proper layout for the facilities.

With the exception of the fire alarm and the fixtures the building is in good condition and does not require a tremendous upgrade to become compliant.

Sincerely,

SFC ENGINEERING PARTNERSHIP, INC.

Nicholas J. Cricenti Jr., P.E.
Principal

NJ C M:\Fire Protection\Lebanon CC\2015 04 01 Rpt.docx

Cc:
EXHIBIT “A”

DESIGN BUILD SERVICES

For

The Renovation

Of

RIVER VALLEY COMMUNITY COLLEGE

LEBANON ACADEMIC CENTER OF EXCELLENCE

15 Hanover Street, Lebanon, New Hampshire.

(Former location of Lebanon College)

Contract Documents

Attached to this exhibit is:

- Contract Documents- AIA A141-2004 Standard Form Between Owner and Design-Builder
AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Community College System of New Hampshire

26 College Drive
Concord, New Hampshire 03301-7407

and the Design-Builder:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

Design Build Services for the Renovation of RVCC Lebanon Academic Center of Excellence
at River Valley Community College
15 Hanover Street, Lebanon, New Hampshire 03766

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.
TABLE OF ARTICLES

1  THE DESIGN-BUILD DOCUMENTS
2  WORK OF THIS AGREEMENT
3  DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4  CONTRACT SUM
5  PAYMENTS
6  DISPUTE RESOLUTION
7  MISCELLANEOUS PROVISIONS
8  ENUMERATION OF THE DESIGN-BUILD DOCUMENTS

TABLE OF EXHIBITS

A  TERMS AND CONDITIONS
B  DETERMINATION OF THE COST OF THE WORK
C  INSURANCE AND BONDS

ARTICLE 1  THE DESIGN-BUILD DOCUMENTS

§ 1.1 The Design-Build Documents form the Design-Build Contract. The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, the "Agreement") and its attached Exhibits A through J; Supplementary and other Conditions; Addenda issued prior to execution of the Agreement; the Project Criteria, including changes to the Project Criteria proposed by the Design-Builder and accepted by the Owner, if any; the Design-Builder’s Proposal and written modifications to the Proposal accepted by the Owner, if any; other documents listed in this Agreement; and Modifications issued after execution of this Agreement. Except as expressly provided herein, the Design-Build Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Owner, (2) between the Owner and a Contractor or Subcontractor, or (3) between any persons or entities other than the Owner and Design-Builder, including but not limited to any consultant retained by the Owner to prepare or review the Project Criteria. However, it is understood and agreed that the Owner is an intended third-party beneficiary of all contracts for design or engineering services, and all contracts, subcontracts, purchase orders and other agreement between Design-Builder and any other person or entity for the performance of all or part of Design-Builder’s services hereunder. Owner shall be named as a third-party beneficiary in all contracts for design or engineering services, contracts, subcontracts, supply agreements or purchase orders and Design Builder shall incorporate the obligations of this Agreement into each of the foregoing. An enumeration of the Design-Build Documents, other than Modifications, appears in Article 8.

§ 1.1.1 It is the intent of the Owner and Design-Builder that the Design-Build Documents include all items necessary for proper execution and completion of the Work. The Design-Build Documents are complementary, and what is required by one shall be as binding as if required by all. The Design-Builder shall perform all Work described in the Design-Build Documents and reasonably inferable from the Design-Build Documents to produce the intended results. In the event of a conflict in the Design-Build Documents, the higher or more stringent standard of the requirement for more extensive Work will control. If there is any inconsistency in the Scope of Work, unless otherwise ordered in writing by the Owner, the Design-Builder shall provide the better quality of, or greater quantity of, Work.

§ 1.2 The Design-Build Contract, including all Exhibits attached hereto, represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.
§ 1.3 The Design-Build Contract may be amended or modified only by a Modification. A Modification is (1) a written amendment to the Design-Build Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner.

ARTICLE 2 THE WORK OF THE DESIGN-BUILD CONTRACT
§ 2.1 The Design-Builder shall fully execute the Work described in the Design-Build Documents, except to the extent specifically indicated in the Design-Build Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state the date will be fixed in a notice to proceed.)

Date of this Agreement:

If, prior to the commencement of Work, the Owner requires time to file mortgages, documents related to mechanic’s liens and other security interests, the Owner’s time requirement shall be as follows:
(Insert Owner’s time requirements.)

NONE

§ 3.2 The Contract Time shall be measured from the date of commencement, subject to adjustments of this Contract Time as provided in the Design-Build Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

If the Design-Builder fails to achieve Substantial Completion on the Substantial Completion Date, as that date may be modified in accordance with the Contract, the Design-Builder shall pay to the Owner, or the Owner may withhold amounts otherwise due, liquidated damages in the amount of five hundred ($500.00) per day for each day after the Substantial Completion Date the Design-Builder fails to achieve Substantial Completion of the Work. The Design-Builder acknowledges that the liquidated damages provided by this paragraph are reasonable and not a penalty. The Design-Builder shall achieve Final Completion within thirty (30) days after Substantial Completion. In the event that the Design-Builder, without excuse, fails to achieve Final Completion within thirty (30) days after Substantial Completion, the Design-Builder shall be liable to the Owner for actual damages, if any, incurred by the Owner.

§ 3.3 The Design-Builder shall achieve Substantial Completion of the Work as follows:
(Paragraphs deleted)

Substantial Completion Date
January 4th, 2016

ARTICLE 4 CONTRACT SUM
§ 4.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder’s performance of the Design-Build Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[ X ] Stipulated Sum in accordance with Section 4.2 below;

[ ] Cost of the Work Plus Design-Builder’s Fee in accordance with Section 4.3 below;

[ ] Cost of the Work Plus Design-Builder’s Fee with a Guaranteed Maximum Price in accordance with Section 4.4 below.

(Based on the selection above, complete either Section 4.2, 4.3 or 4.4 below.)
§ 4.2 STIPULATED SUM
§ 4.2.1 The Stipulated Sum shall be ( ), subject to additions and deductions as provided in the Design-Build Documents.

§ 4.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

§ 4.2.3 Unit prices, if any, are as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Price ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Build Services for the Renovation of RVCC Lebanon Academic Center of Excellence</td>
<td>1</td>
<td>$</td>
</tr>
</tbody>
</table>

§ 4.2.4 Allowances, if any, are as follows:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both)

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Amount ($0.00)</th>
<th>Included Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interior and Exterior Signage Unforeseen Conditions</td>
<td>$10,005</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

§ 4.2.5 Assumptions or qualifications, if any, on which the Stipulated Sum is based, are as follows:

| Bid Amount: $ |

(Paragraphs deleted)
| Table deleted |

(Paragraphs deleted)
| Table deleted |

(Paragraphs deleted)

§ 4.5 CHANGES IN THE WORK
§ 4.5.1 Adjustments of the Contract Sum on account of changes in the Work may be determined by any of the methods listed in Article A.7 of Exhibit A, Terms and Conditions, as modified by the mutual agreement of the parties.

§ 4.5.2 Where the Contract Sum is the Cost of the Work, with or without a Guaranteed Maximum Price, and no specific provision is made in Sections 4.3.2 or 4.4.2 for adjustment of the Design-Builder's Fee in the case of Changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment will cause substantial inequity to the Owner or Design-Builder, the Design-Builder's Fee shall be equitably adjusted on the basis of the Fee established for the original Work, and the Contract Sum shall be adjusted accordingly.

ARTICLE 5 PAYMENTS
§ 5.1 PROGRESS PAYMENTS
§ 5.1.1 Based upon Applications for Payment, proper in timing, form, and substance, submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

AS NOTED ABOVE
§ 5.1.3 Provided that an Application for Payment is received not later than the 20th day of month, the Owner shall make payment to the Design-Builder not later than the 20th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.

§ 5.1.4 With each Application for Payment the Design-Builder shall submit general conditions account ledger with sufficient detail to verify the general conditions cost for the past month, payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required AND REQUESTED by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee, plus (3) payrolls for the period covered by the present Application for Payment.

. Each Application for Payment shall be accompanied by a current updated critical path schedule and such other documentation as may be required by the Owner.

With each Application for Payment, the Design-Builder shall also submit a fully executed Partial Release of Liens and Claims on the form attached as Exhibit F. The Design-Builder shall also submit Partial Releases, in the form attached hereto as Exhibit F, from the Architect, Contractor, Subcontractors, sub-subcontractors, suppliers and subconsultants at all tiers.

However, Design-Builder shall submit with its application for final payment a Final Release of Liens and Claims in the form attached as Exhibit F. Design-Builder shall also submit a signed certification that all amounts paid to the Design-Builder on the previous application for payment on account of Work performed or provided by Architect, Contractors, Subcontractors, sub-subcontractors and suppliers have been paid to the appropriate parties, and that all amounts currently sought for Architect, Contractor, Subcontractor, sub-subcontractor and supplier Work are currently due and owing to the corresponding parties.

§ 5.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Design-Builder, as approved by the Owner, in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services shall be shown separately. The Design-Builder's Fee shall also be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, as approved by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 5.1.6 In making action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections 5.1.4 or 5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid on account of the Agreement. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

§ 5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 PROGRESS PAYMENTS - STIPULATED SUM

§ 5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of FIVE percent (5%) on the Work, other than services provided by design professionals and other consultants retained directly by the Design-Builder. Pending final determination of cost to the Owner of Changes in the
Work, amounts not in dispute shall be included as provided in Section A.7.3.8 of Exhibit A, Terms and Conditions;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of FIVE percent (5%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Owner has withheld payment from or nullified an Application for Payment as provided in Section A.9.5 of Exhibit A, Terms and Conditions.

§ 5.2.3 The progress payment amount determined in accordance with Section 5.2.2 shall be further modified under the following circumstances:

.1 add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

(Exhibit A, Terms and Conditions requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section A.9.10.3 of Exhibit A, Terms and Conditions.

§ 5.2.4 Reduction or limitation of retainage, if any, under Section 5.2.2 shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.2.2.1 and 5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert here provisions for such reduction or limitation.)

NONE

§ 5.3 PROGRESS PAYMENTS - COST OF THE WORK PLUS A FEE NOT APPLICABLE

(Paragraphs deleted)

§ 5.3.

§ 5.4 PROGRESS PAYMENTS - COST OF THE WORK PLUS A FEE WITH A GUARANTEED MAXIMUM PRICE - NOT APPLICABLE

(Paragraphs deleted)

§ 5.4.1.

§ 5.5 FINAL PAYMENT

§ 5.5.1 Final payment, shall be made by the Owner to the Design-Builder in accordance with Section A Exhibit A, Terms and Conditions, as modified by mutual agreement of the Parties.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 The parties appoint the following individual to serve as a Neutral pursuant to Section A.4.2 of Exhibit A, Terms and Conditions, as modified by mutual agreement of the Parties:

(Insert the name, address and other information of the individual to serve as a Neutral. If the parties do not select a Neutral, then the provisions of Section A.4.2.2 of Exhibit A, Terms and Conditions, shall apply.)

NONE LISTED

§ 6.2 If the parties do not resolve their dispute through mediation pursuant to Section A.4.3 of Exhibit A, Terms and Conditions, the method of binding dispute resolution shall be the following:

(If the parties do not select a method of binding dispute resolution, then the method of binding dispute resolution shall be by litigation in a court of competent jurisdiction.)

(Check one.)

[ ] Arbitration pursuant to Section A.4.4 of Exhibit A, Terms and Conditions
[ X ] Litigation in a court of competent jurisdiction in accordance with Section 4.3 of Exhibit A, Terms and Conditions, as modified by mutual agreement of the parties.

[ ] Other (Specify)

§ 6.3 ARBITRATION - NOT APPLICABLE

(Paragraph deleted)

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 The Architect, other design professionals and consultants engaged by the Design-Builder shall be persons or entities duly licensed to practice their professions in the jurisdiction where the Project is located and are listed as follows:

(Insert name, address, license number, relationship to Design-Builder and other information.)

<table>
<thead>
<tr>
<th>License Number</th>
<th>Relationship to Design-Builder</th>
<th>Other Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>#</td>
<td>ARCHITECT</td>
<td></td>
</tr>
</tbody>
</table>

§ 7.2 Consultants, if any, engaged directly by the Owner, their professions and responsibilities are listed below:
(Insert name, address, license number, if applicable, and responsibilities to Owner and other information.)

<table>
<thead>
<tr>
<th>Name and Address</th>
<th>License Number</th>
<th>Responsibilities to Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE LISTED</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 7.3 Separate contractors, if any, engaged directly by the Owner, their trades and responsibilities are listed below:
(Insert name, address, license number, if applicable, responsibilities to Owner and other information.)

<table>
<thead>
<tr>
<th>Name and Address</th>
<th>License Number</th>
<th>Responsibilities to Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE LISTED</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 7.4 The Owner's Designated Representative is:
(Insert name, address and other information.)

Matthew Moore, Director of Capital Planning and Development. Community College System of New Hampshire

§ 7.4.1 The Owner's Designated Representative identified above shall be authorized to act on the Owner's behalf with respect to the Project.

§ 7.5 The Design-Builder's Designated Representative is:
(Insert name, address and other information.)

To be named

§ 7.5.1 The Design-Builder's Designated Representative identified above shall be authorized to act on the Design-Builder's behalf with respect to the Project.

§ 7.6 Neither the Owner's nor the Design-Builder's Designated Representative shall be changed without ten days written notice to the other party.

§ 7.7 Other provisions:

NONE
§ 7.7.1 Where reference is made in this Agreement to a provision of another Design-Build Document, the reference refers to that provision as amended or supplemented by other provisions of the Design-Build Documents.

§ 7.7.2 Payments due and unpaid under the Design-Build Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Zero percent (0 %)

§ 7.7.3 If any Mechanic's lien, material's lien, construction lien or similar lien or charge against moneys coming due from the Owner to Design-Build is filed or otherwise imposed upon any part of the Work or the Project by any Design-Build or his design professionals, including the Architect or its consultants, Contractors, Subcontractors, sub-subcontractors or suppliers at any tier, for amounts that the Owner has already paid the Design-Build, the Design-Build shall within five (5) days of receipt of notice from the Owner, cause any such liens to be released by procuring and recording a bond meeting any applicable statutory requirements of or otherwise arrive for the removal of the lien. If the Design-Build does not cause the lien to be released and discharged or removed, the Owner shall have the right to pay all sums necessary to obtain such a release and discharge, and to cause the costs it incurs in doing so (including reasonable attorneys' fees) to be paid by the Design-Build. The Design-Build shall indemnify, defend, and hold harmless the Owner from all claims, losses, demands, causes of action or suits of whatever nature arising out of any such lien. Design-Build's obligation to indemnify in the paragraph shall be in addition to Design-Build's obligations to indemnify set forth elsewhere in this Contract.

§ 7.7.4 All Work covered by this Agreement. All Work performed by the Design-Build, whether included in this scope or extra Work, and whether actually carried out before or after execution of this Agreement, shall be governed by the terms of this Agreement.

§ 7.7.5 Design-Build acknowledges that the Owner will not at any time be acting as a design professional with respect to the Project, but will be relying upon the Design-Build to act in that capacity.

§ 7.7.6 If the Design Builder commences the services prior to the Effective Date, all Services performed by the Design Builder prior to the Effective Date shall be performed at the sole risk of the Design Builder, and in the event that this Agreement does not become effective, the Owner shall have no liability to the Design Builder.

§ 7.7.7 COMPLIANCE WITH LAWS

§ 7.7.7.1 In connection with the performance of the Services, the Design Builder shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Design Builder shall comply with all applicable copyright laws.

§ 7.7.7.2 During the term of this Agreement, the Design Builder shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

§ 7.7.7.3 If this Agreement is funded in any part by monies of the United States, the Design Builder shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulation of the United States Department of Labor (41 C.F.R. Part 60), and with any rule, regulation, and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Design Builder further agrees to permit the State or United States access to any of the Design Builder's books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations, and orders, and the covenant, terms, and conditions of this Agreement.

§ 7.7.8 BACKGROUND CHECKS

§ 7.7.8.1 The Owner reserves the right to require the Design Builder to conduct background checks of any and all persons employed by or controlled by the Design Builder or any of its subcontractors or subconsultants, at any time, for any reason. If so request, the Design Builder shall complete the requested background check to the Owner's satisfaction within a reasonable time period prescribed by the Owner.

§ 7.7.9 DATA/CONFIDENTIALITY
§ 7.7.8.1 Confidentiality of data shall be governed by NH RSA 91-A or other existing law. Disclosure of data requires prior written approval of the Owner.

§ 7.7.10 THIRD PARTIES
§ 7.7.10.1 The Parties hereto do not intend to benefit any third party and this Agreement shall not be construed to confer any such benefit.

ARTICLE 8  ENUMERATION OF THE DESIGN-BUILD DOCUMENTS
§ 8.1 The Design-Build Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed edition of the Standard Form of Agreement Between Owner and Design-Builder, AIA Document A141-2004, as amended by the mutual agreement of the parties

§ 8.1.2 The Supplementary and other Conditions of the Agreement, if any, are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

REQUEST FOR PROPOSAL AND ADDENDA
CONTRACTORS BID

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractors RFP for Design</td>
<td>Build Services, including the RFP, Addendums and Project Design Intent</td>
<td></td>
</tr>
</tbody>
</table>

§ 8.1.3 The Project Criteria, including changes to the Project Criteria proposed by the Design-Builder, if any, and accepted by the Owner, consist of the following:
(Either list applicable documents and their dates below or refer to an exhibit attached to this Agreement.)

AS NOTED ABOVE

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

§ 8.1.4 The Design-Builder’s Proposal, dated , consists of the following:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

Exhibit D  Project Criteria

§ 8.1.5 Amendments to the Design-Builder’s Proposal, if any, are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

NONE

§ 8.1.6 The Addenda, if any, are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>
§ 8.1.7 Exhibit A, Terms and
(Paragraphs deleted)
Conditions, as amended by the mutual agreement of the parties.

§ 8.1.8 Exhibit B, Cost of the Work.

§ 8.1.9 Exhibit C, Insurance
(Paragraphs deleted)
Requirements

§ 8.1.10 Other documents, if any, forming part of the Design-Build Documents are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

- Exhibit D - Project Criteria.
- Exhibit E - Score Sheet - Design Build Services Scoring Criteria
- Exhibit F - Partial and Final Release of Liens and Claims
- Exhibit G - Design-Build Schedule (provided by contractor with bid)
- Exhibit H - Payment Bond and Performance Bond
- Exhibit I - Certificate of Corporate Authority & Proof of registration with the Secretary of
  States's Office to do business in the State of New Hampshire
- Exhibit J - RSA 21-I Subcontractor Master List

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Ross Gittell, Chancellor, Community College System
of New Hampshire
(Printed name and title)

DESIGN-BUILDER (Signature)

(Printed name and title)
State of New Hampshire
County of:

Personally appeared before me __________.
Date:
Notary Public
Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Matthew Moore, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:29:35 on 09/01/2015 under Order No. 6719651653_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2004, Standard Form of Agreement Between Owner and Design-Builder, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

DIRECTOR OF CAPITAL PLANNING & DEVELOPMENT

(Title)

SEPT. 1, 2015

(Dated)
EXHIBIT “B”

DESIGN BUILD SERVICES

For

The Renovation

Of

RIVER VALLEY COMMUNITY COLLEGE

LEBANON ACADEMIC CENTER OF EXCELLENCE

15 Hanover Street, Lebanon, New Hampshire.

(Former location of Lebanon College)

Cost of Work: Cost of Work: Qualifications, Bid Form and Schedule of Values

Attached to this exhibit is:

• Qualifications, Bid Form
• Contractor’s Schedule of Values
• Davis Bacon Wage Rates
General Decision Number: NH150009 07/31/2015 NH9

Superseded General Decision Number: NH20140009

State: New Hampshire

Construction Type: Building

County: Grafton County in New Hampshire.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/02/2015
1 01/23/2015
2 07/31/2015

BRME0003-001 05/01/2014

Rates Fringes

BRICK POINTER/CAULKER/CLEANER........ $ 30.36 19.18

* CARP0118-011 04/01/2015

Rates Fringes

CARPENTER (Drywall Hanging and Form Work Only)............. $ 21.73 18.89

ELEV0004-002 01/01/2015

Rates Fringes

ELEVATOR MECHANIC.................... $ 53.30 28.385


b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

* IRON0007-007 03/16/2015
<table>
<thead>
<tr>
<th>Occupation</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>IRONWORKER (Reinforcing and Structural)</td>
<td>$22.97</td>
<td>20.72</td>
</tr>
<tr>
<td>SHEE017-013 01/01/2013</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SHEET METAL WORKER (HVAC Duct Work Only)</td>
<td>$28.35</td>
<td>23.52</td>
</tr>
<tr>
<td>SUNH2011-005 02/22/2011</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CARPENTER, Excludes Drywall Hanging, and Form Work</td>
<td>$19.90</td>
<td>5.08</td>
</tr>
<tr>
<td>CEMENT MASON/CONCRETE FINISHER</td>
<td>$20.41</td>
<td>10.11</td>
</tr>
<tr>
<td>ELECTRICIAN</td>
<td>$21.75</td>
<td>3.95</td>
</tr>
<tr>
<td>LABORER: Common or General</td>
<td>$15.43</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Landscape</td>
<td>$12.00</td>
<td>0.35</td>
</tr>
<tr>
<td>LABORER: Mason Tender - Brick</td>
<td>$17.00</td>
<td>3.22</td>
</tr>
<tr>
<td>LABORER: Mason Tender - Cement/Concrete</td>
<td>$16.77</td>
<td>8.55</td>
</tr>
<tr>
<td>LABORER: Pipelayer</td>
<td>$17.78</td>
<td>2.07</td>
</tr>
<tr>
<td>OPERATOR: Backhoe</td>
<td>$16.67</td>
<td>1.18</td>
</tr>
<tr>
<td>OPERATOR: Bulldozer</td>
<td>$17.75</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Crane</td>
<td>$25.19</td>
<td>4.05</td>
</tr>
<tr>
<td>OPERATOR: Excavator</td>
<td>$18.13</td>
<td>1.23</td>
</tr>
<tr>
<td>OPERATOR: Grader/Blade</td>
<td>$26.00</td>
<td>11.62</td>
</tr>
<tr>
<td>OPERATOR: Loader</td>
<td>$18.67</td>
<td>2.69</td>
</tr>
<tr>
<td>OPERATOR: Roller</td>
<td>$19.00</td>
<td>1.24</td>
</tr>
<tr>
<td>PAINTER: Brush and Roller</td>
<td>$16.50</td>
<td>2.29</td>
</tr>
<tr>
<td>PLUMBER/PIPEFITTER, Includes HVAC Pipe Work</td>
<td>$21.25</td>
<td>5.06</td>
</tr>
<tr>
<td>ROOFER</td>
<td>$17.21</td>
<td>1.97</td>
</tr>
<tr>
<td>SPRINKLER FITTER (Fire Sprinklers)</td>
<td>$21.78</td>
<td>5.04</td>
</tr>
<tr>
<td>TRUCK DRIVER</td>
<td>$14.58</td>
<td>0.00</td>
</tr>
</tbody>
</table>
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:
* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

END OF GENERAL DECISION
EXHIBIT “C”

DESIGN BUILD SERVICES

For

The Renovation

Of

RIVER VALLEY COMMUNITY COLLEGE

LEBANON ACADEMIC CENTER OF EXCELLENCE

15 Hanover Street, Lebanon, New Hampshire.

(Former location of Lebanon College)

Insurance Requirements

Attached to this exhibit is:

• Design-Build Contractor Insurance Certificate
EXHIBIT “D”

DESIGN BUILD SERVICES

For

The Renovation

Of

RIVER VALLEY COMMUNITY COLLEGE

LEBANON ACADEMIC CENTER OF EXCELLENCE

15 Hanover Street, Lebanon, New Hampshire.

(Former location of Lebanon College)

Project Criteria

Attached to this exhibit is:

• Detailed description of design intent
EXHIBIT “E”

DESIGN BUILD SERVICES

For

The Renovation

Of

RIVER VALLEY COMMUNITY COLLEGE

LEBANON ACADEMIC CENTER OF EXCELLENCE

15 Hanover Street, Lebanon, New Hampshire.

(Former location of Lebanon College)

Score Sheet-Design Build Services Scoring Criteria

Attached to this exhibit is:

• Score Sheet-Design Build Services Score Sheet
EXHIBIT “F”

DESIGN BUILD SERVICES

For

The Renovation

Of

RIVER VALLEY COMMUNITY COLLEGE

LEBANON ACADEMIC CENTER OF EXCELLENCE

15 Hanover Street, Lebanon, New Hampshire.

(Former location of Lebanon College)

Partial and Final Release of Liens and Claims

Attached to this exhibit is:

- Partial Release of Liens and Claims Form
- Final Release of Liens and Claims Form
EXHIBIT F
WAIVER AND RELEASE
UPON PARTIAL PAYMENT

STATE OF: ____________________________
COUNTY OF: __________________________
The undersigned __________________________ has furnished materials and/or labor
for __________________________ for the:

Project: __________________________
Located at: __________________________
Owned by: __________________________

The undersigned hereby acknowledges receipt to date of: __________________________
Which includes current payment of: __________________________

from __________________________ and waives and releases any and all liens or claim of right of lien under
the statutes of New Hampshire relating to mechanic’s and materialmen’s liens on the above described
premises and improvements thereon on account of labor and/or services, materials, fixtures, apparatus
and machinery furnished in relation to the Project.

This payment received relates to work for the period ending __________________________.

The undersigned also hereby certifies and affirms that it has paid or will pay in full all persons or entities
who have, on its behalf, performed labor or supplied materials to the Project and that the undersigned will
indemnify and hold __________________________ and __________________________ harmless from any and
all claims made by such subcontractors and suppliers of labor and materials.

I hereby certify that I am duly authorized to execute this instrument.

Executed this _______ day of _____________, 20___

Name: __________________________

By: __________________________
(Signature)

Witness: ____________________________ Title: ____________________________

#50439432
EXHIBIT F
WAIVER AND RELEASE
UPON FINAL PAYMENT

STATE OF: ___________________________
COUNTY OF: ________________________
The undersigned ________________________ has furnished materials and/or labor

for ________________________ for the:

Project: _____________________________
Located at: __________________________
Owned by: ___________________________

The undersigned hereby acknowledges receipt of final payment of: ________________________
The undersigned also acknowledges total payments (including final payment) to date of: ________________________

from ________________________ and waives and releases any and all liens or claim of right of lien under the statutes of New Hampshire relating to mechanic’s and materialmen’s liens on the above described premises and improvements thereon on account of labor and/or services, materials, fixtures, apparatus and machinery furnished in relation to the Project.

This payment received constitutes final payment for all Contract work under the Contract Documents including any and all Change Orders and/or Change Directives.

This final payment received includes work through the period ending ________________________.

The undersigned also hereby certifies and affirms that it has paid or will pay in full all persons or entities who have, on its behalf, performed labor or supplied materials to the Project and that the undersigned will indemnify and hold ________________________ and ________________________ harmless from any and all claims made by such subcontractors and suppliers of labor and materials.

I hereby certify that I am duly authorized to execute this instrument.

Executed this _______ day of ____________, 20___

Name: _____________________________

By: _______________________________
(Signature)

Witness: ____________________________ Title: ______________________________
EXHIBIT “G”

DESIGN BUILD SERVICES

For

The Renovation

Of

RIVER VALLEY COMMUNITY COLLEGE

LEBANON ACADEMIC CENTER OF EXCELLENCE

15 Hanover Street, Lebanon, New Hampshire.

(Former location of Lebanon College)

Design-Build Schedule

Attached to this exhibit is:

- Design Build Schedule (Provided by Contractor with Bid)
EXHIBIT “H”

DESIGN BUILD SERVICES
For
The Renovation
Of
RIVER VALLEY COMMUNITY COLLEGE
LEBANON ACADEMIC CENTER OF EXCELLENCE
15 Hanover Street, Lebanon, New Hampshire.
(Former location of Lebanon College)

Payment & Performance Bond
Attached to this exhibit is:

• Payment Bond and Performance Bond for 100% of the contract value
EXHIBIT “I”

DESIGN BUILD SERVICES

For

The Renovation

Of

RIVER VALLEY COMMUNITY COLLEGE

LEBANON ACADEMIC CENTER OF EXCELLENCE

15 Hanover Street, Lebanon, New Hampshire.

(Former location of Lebanon College)

Certificate of Corporate Authority

Attached to this exhibit is:

• Certificate of Corporate Authority Letter
• Proof of registration with the Secretary of State’s Office to do business in the State of New Hampshire.
EXHIBIT “J”

DESIGN BUILD SERVICES

For

The Renovation

Of

RIVER VALLEY COMMUNITY COLLEGE

LEBANON ACADEMIC CENTER OF EXCELLENCE

15 Hanover Street, Lebanon, New Hampshire.

(Former location of Lebanon College)

Subcontract Provisions

Attached to this exhibit is:

- RSA 21-I
- Template of Subcontractor Master List for posting on jobsite and CCSNH website
21-I:81-a Requirement for Listing Subcontractor Bids for State Construction Contracts. — The following requirements apply to the construction, reconstruction, installation, demolition, maintenance, or repair of any building by a state agency, including the community college system and university system of New Hampshire, that is required to be awarded through competitive bidding.

I. A general contractor shall provide to the awarding state agency, community college, or university system a list of the names, addresses, CEO, CFO, other LLC principals, and each subcontractor to be used in the performance of the contract as soon as is practicable after the contract award, but in any event prior to the date on which the subcontractor begins work on the project. This provision applies to all subcontractors engaged to work on the project, regardless of the date of their engagement.

II. This section provides minimum disclosure standards regarding subcontractors and shall not preclude an awarding state agency or the community college or university system from setting more rigorous standards for construction work under their jurisdiction.

SUBCONTRACTOR MASTER LIST
FOR POSTING ON JOBSITE AND CCSNH WEBSITE
(RSA 21-I:81-a and 21-I:81-b)

Revision Date:

Project Name:
Project Number:
General Contractor:

CEO:

CFO:

<table>
<thead>
<tr>
<th>NAME OF GENERAL CONTRACTOR, SUBCONTRACTOR, OR INDEPENDENT</th>
<th>ENTITY WITH WHOM SUBCONTRACTOR OR INDEPENDENT IS CONTRACTED</th>
<th>ENTITY PROVIDING WORKERS COMPENSATION COVERAGE</th>
<th>NAME &amp; ADDRESS OF INSURANCE CARRIER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>