REQUEST FOR PROPOSAL

SPECIFICATIONS

AND

CONTRACT AGREEMENT

FOR

FY 19-650-45

Sheehan-Basquil Park Renovation Phase 1

CITY OF MANCHESTER
DEPARTMENT OF PUBLIC WORKS
HILLSBOROUGH COUNTY

2019
PARKS COMMISSION

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Stephen Connors  Commissioner
Sara Beaudry  Commissioner
Kenneth O'Shaughnessy  Commissioner
Michael Dimos  Commissioner

Kevin A. Sheppard, P.E.  Public Works Director

CITY OF MANCHESTER

New Hampshire

REQUEST FOR PROPOSAL
SPECIFICATIONS
and
CONTRACT AGREEMENT

for
Sheehan-Basquil Park Renovation Phase 1 -2019
FY 19-650-45

Prepared by
CITY OF MANCHESTER, NEW HAMPSHIRE
DEPARTMENT OF PUBLIC WORKS
HILLSBOROUGH COUNTY
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City of Manchester  
Department of Public Works  
475 Valley Street  
Manchester, New Hampshire

INVITATION FOR PROPOSALS

Sealed proposals will be received from prequalified contractors at the office of the Department of Public Works of the City of Manchester, New Hampshire before or at 2:00 P.M., prevailing time on the 23rd day of May, 2019 for the following described services:

Sheehan-Basquill Park Renovation Phase 1

FY 19-650-45

The City of Manchester is accepting proposals the Renovation work to Sheehan Basquill Park Work shall include, but is not limited to: excavation and backfill, select materials, hot bituminous pavement, sidewalks, granite curbing, drainage structures, drain pipes, conduit, concrete bench pads, irrigation, loam and seed and striping.

Certified Check/Bid Bond $5,000

Plans and specifications may be seen at the office of the Department of Public Works, at the following locations:

- Department of Public Works, 475 Valley Street, Manchester, NH 03103
- Dodge Reports, 880 Second Street, Manchester New Hampshire, 03102
- Associated General Contractors of N. H., 48 Grandview Road, Bow, N.H. 03304
- Works in Progress, 20 Farrell Street, Suite 103, So. Burlington, VT 05403
- Construction Summary of N.H., 734 Chestnut Street, Manchester, N.H., 03104
- F.W. Dodge Company, 24 Hartwell Avenue, Lexington, MA. 02173

Specifications and proposal forms may be obtained on the City’s website at www.manchesternh.gov, or may be obtained at the Office of the Department of Public Works for twenty-five ($25.00) dollars cash or check, non-reimbursable. The check shall be made payable to: “City of Manchester, N.H."

Proposals must be completed in both words and numerals on regular proposal forms, which shall be submitted in a sealed envelope marked: "Proposal for Sheehan Basquill Park Renovation Phase 1”, addressed and delivered to the Department of Public Works not later than the date and time mentioned above, at which time they will be publicly opened and read aloud.
Proposals must be accompanied by a Certified Check or Bid Bond in the amount listed above, payable to: “City of Manchester, N.H.”, as security for the execution of the contract.

A Performance and Payment Bond each in the amount of 100 percent of the contract price will be required of the successful bidder.

This work is being funded through a grant from the US Department of Housing and Urban Development Community Development Block Grant Program and is subject to the requirements of Title 1 of the Housing and Community Development Act of 1974, as amended. As such the successful bidder will need to comply with certain conditions pertaining to Davis Bacon Wage Rates, reporting, nondiscrimination, etc., in the fulfillment of the contract to be awarded. The successful bidder shall also comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and codes in the performance of this contract. Local firms, minority and women owned businesses where appropriate, shall be given “maximum feasible opportunity” to participate in contracts and subcontracts resulting from this project.

The City of Manchester is an equal opportunity/affirmative action agency. All qualified bidders will receive consideration without regard to race, color, religion, creed, age, sex, or national origin. The City hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

The right is reserved to waive any informalities in or reject any or all proposals and to accept the bid that is deemed most favorable to the interest of the City of Manchester.

A $5.00 non-refundable mailing fee will be charged for plans mailed to any contractor. Checks should be mailed to Department of Public Works, 475 Valley Street, Manchester, N.H. 03103.

Questions regarding this Invitation to Bid should be directed to Mr. Chris Sullivan, at (603) 624-6444.
INSTRUCTIONS TO BIDDERS

GENERAL:

1. Bids will be received by the City of Manchester, New Hampshire at the place and until the time specified in the Invitation to Bid and then publicly read aloud for the information of bidders and others properly interested who may be present either in person or by representative. NO PROPOSALS WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED.

2. The following meanings are attached to the defined works when used in this document:

   a. The word "City" means City of Manchester, New Hampshire.
   b. The word "Bidder" means the person, firm, or corporation submitting a proposal on these specifications or any part thereof.
   c. The word "Contractor" means the person, firm, or corporation with whom the Contract is being made by carrying out the provisions of this Sealed Bid Invitation and the Contract.
   d. The words "firm price" shall mean a guarantee against price increase during the life of the Contract.

3. Strict compliance with the requirements of the Invitation to Proposal, terms and conditions, and the instructions printed is necessary. All blank spaces must be filled in. Signatures of the responsible owner/representative of the firm must be in ink. No reproductions/duplications/copies will be accepted.

4. Each proposal must give the full business address of Bidder and be signed by him with his usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the state of incorporation and by the signature and title of president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "secretary", "agent", or other title without disclosing his principal may be held to be the bid of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. All Bids must be signed by an authorized, responsible officer or employee having the capacity to enter into contracts.
5. Proposals must be securely sealed in a suitable envelope, (facsimile or electronic submissions will not be accepted) addressed and marked on the outside as follows:

Proposal for Sheehan-Basquil Park Renovation Phase 1 - 2019
FY 19-650-45

6. Bidders’ names and address must appear on the upper left hand corner of the sealed envelope.

7. The entire solicitation document is to be returned when submitting a Proposal, unless otherwise directed by the solicitation document. Failure to return all pages may result in a determination that the submittal is non-responsive.

PLEASE NOTE: THE CITY OF MANCHESTER IS NOT RESPONSIBLE FOR PROPOSALS NOT PROPERLY MARKED.

8. It will be the responsibility of the Bidder to see that their bid is received by the Department of Public Works as specified.

9. Each Proposal is received with the understanding that the acceptance in writing by the City of the Bidder to furnish any or all of the services described therein or as otherwise negotiated shall constitute a contract between the Bidder and the City.

10. A contract agreement that is customarily employed by the City will be used and will incorporate the original solicitation with all terms, condition and specifications of the sealed Proposal. A copy of the contract agreement is attached hereto.

11. Proposals may be withdrawn upon written or electronic request received from Bidders prior to the time affixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the Proposal after it has been opened.

12. The solicitation document maintained by the Department of Public Works, in the bid file folder, shall be considered the official copy. In the case of any inconsistency between Proposal documents submitted to the City, but not clearly listed on the exception page of the document or as an exception by the Bidder, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the Bidder may be cause to disqualify your Proposal.

13. Award will be made in the best interest of the City taking into consideration factors set forth in the City of Manchester Procurement Code. Upon making
an award, or giving notice of intent to award, the City will place appropriate notice on the Purchasing Website: www.manchesternh.gov/bids.

14. No oral interpretations will be made to any Bidder as to the meaning of the specifications or terms and conditions of this sealed Proposal. Every request for such interpretation or request for a change in the specifications or terms and conditions shall be made in writing, addressed and forwarded to:

Mr. Chris Sullivan
Email: csullivan@manchesternh.gov
Subject: Sheehan-Basquill Park Renovation Phase 1 -2019

All questions must be received no later than 2:00 pm, May 13, 2019. Any questions received after that time will not be answered. Every interpretation made to a Bidder will be in the form of an addendum to the Sealed Proposal Invitation which, if issued, will then be posted on the website: www.manchesternh.gov/bids as an addendum no later than five (5) business days from when Bids are due. All such addenda shall become part of the complete Sealed Proposal Invitation. It is the Bidder’s responsibility to check the website prior to the submittal deadline to ensure that the Bidder has a complete, up-to-date Proposal package.

15. Proposals that are incomplete, not properly endorsed or signed, or otherwise contrary to these instructions may be rejected as informal by the City. The Proposal must be filled out completely and accurately.

16. Any changes and/or corrections shall be marked in red and initialed by the person making such corrections. Signatures of the responsible owner of the firm must be in ink.

17. Unless otherwise negotiated, no additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges.

18. As the City is exempt from the payment of federal excise taxes, all prices quoted herein are not to include these taxes.

19. The services on which Proposals are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitted Proposals on services other than as specified, Bidder shall furnish complete data and identification with respect to the alternate services they propose to furnish.

20. Consideration will be given to Proposals submitted on alternate services to the extent that such action is deemed to serve the best interests of the City. The Bidder must furnish any information (specifications or test results) which will help in determining whether an item is equal or superior to our bid standards. If the Bidder does not indicate that the services he proposes to furnish is other
than specified, it will be construed to mean that the Bidder will furnish the exact services described.

21. Should the Contractor fail to meet the deadline set forth in specifications the City reserves the right to procure services from other sources and hold Contractor liable for any excess costs.

22. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

23. The Bidder certifies that no official or employee of the City or State of New Hampshire has a pecuniary interest in the bid or in the Contract that the Bidder offers to execute or in the expected profits to arise there from, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a bid.

24. The City reserves the right to waive any informality in any Proposal, to reject any and all Proposals wholly or in part, and to make awards in a manner deemed in the best interest of the City.

25. Bid security, in the form of a bid bond, deposit of cash, or certified check, bank cashier's or bank official's check drawn on a solvent bank, payable to the "City of Manchester" in the required amount (see specifications) must accompany each Proposal as a guarantee that if the Proposal is accepted a contract will be entered into. Such deposits of all Bidders will be held by the City until all Proposals submitted shall have been canvassed and the Proposals have either been rejected in whole or in part or the award of the contract has been made. The bid deposit of the successful Bidder will be held until a contract is duly executed. Bid deposits will be returned to unsuccessful bidders within two (2) weeks after execution of the contract. If the successful Bidder to whom a contract shall have been awarded refuses to execute the Contract and to furnish the insurance certificate and performance and/or payment bonds herein described within the ten (10) business days after award of the Contract, the amount of the bid deposit shall be forfeited to and retained by the City as liquidated damages for such neglect or refusal.

26. The successful Bidder will be required to furnish a bond or certified check on a solvent bank payable to the: "City of Manchester" in the required amount (see specifications) as a guarantee of the faithful performance thereof. The Bonding Company shall be authorized to conduct business in the State of New Hampshire by the State of New Hampshire's Insurance Commissioner.
27. The successful Bidder will be required to furnish a payment bond or a certified check on a solvent bank payable to the “City of Manchester” in the required amount (see specification) as security for the payment of all labor performed or furnished, and for all materials used in the fulfillment of said contract. The bonding company shall be authorized to conduct business in the State of New Hampshire by the State of New Hampshire.

28. The Bidder, if awarded an order or contract, agrees to defend, indemnify, and hold harmless the City from all damages to life and property arising out of the performance of this Contract due to the Bidder’s negligence, that of his employees, subcontractors, etc., or due to the negligence of the City, its employees, representatives, agents, etc.

29. The City of Manchester may withhold acceptance of or reject any merchandise, material or product which is found, upon examination, not to meet the specification requirements. When rejected, it shall be removed by the Contractor within ten (10) days after notification of rejection.

30. A contract shall not be assignble by the Contractor in whole or in part without the written consent of the Public Works Director or designee.

31. The Revised Statutes Annotated of the State of New Hampshire, the Charter of the City, and all City Ordinances insofar as they apply to the laws of competitive Bids, contracts and purchases are made a part hereto.

32. All deliveries of commodities hereunder shall comply in every respect with all applicable laws of the Federal Government and/or the State of New Hampshire.

33. The Bidder to whom a contract is awarded guarantees to the City that all warranties of merchantability and fitness for a particular purpose as provided for in New Hampshire 382A-2-314 and 2-314 shall remain in force and will not be disclaimed.

34. Payment Terms:

   a. The successful bidder shall keep accurate, document records of time, material and transportation allocable to the Contract. Related records will be available for audit purposes during normal business hours, as often as deemed necessary. Invoices for review and payment must be submitted no later than the 25th of the month to allow payment on the 15th of the following month.

   b. Requests for payment must be submitted to:
35. The Public Works Director may terminate the contract for breach by the Contractor of any of the provisions of the contract by giving the Contractor ten (10) days’ notice by registered mail.

36. The City may terminate the Contract at any time by giving written notice to Contractor of such termination and specify the effective date thereof, at least ten (10) days before the effective date of such termination.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT
STANDARD SPECIFICATIONS
FOR ROAD, DRAIN & SEWER CONSTRUCTION

These specifications are intended to relay to developers, contractors and other builders and trades, information concerning the Department of Highways' requirements relative to all construction under its jurisdiction in the City of Manchester, NH.

To facilitate this end, the Standard Specifications have been divided into three parts as follows:

PART I -- PUBLIC IMPROVEMENTS

Part I of the Standard Specifications outlines the Department's requirements concerning public improvements included in site development and subdivision projects. These requirements shall also apply to off-site improvements conducted within streets, rights-of-way, easements or other public lands belonging to the City of Manchester, New Hampshire.

All work relative to the above shall be conducted according to Section V of this part and the Technical Specifications as outlined in Part III.

PART II -- CONTRACT GENERAL PROVISIONS

Part II of the Standard Specifications outlines the Department's contractual requirements concerning work for road, drain and sewer projects along with other related work. These requirements shall apply to all such work contracted by the City of Manchester, Department of Highways and shall be considered a part of all proposals.

PART III -- TECHNICAL SPECIFICATIONS

Part III of the Standard Specifications outlines the Department's detailed requirements concerning the control of material, rules of construction and basis of payment. Supplemental Specifications not yet considered standard and Special Provisions for explaining items of work unique to a specific project, will be included in the proposal forms prepared by the Department.

The sections included in this part along with any Supplemental Specifications and Special Provisions, shall be considered a part of all proposals.
BID SECURITY

The undersigned agrees to comply with the requirements as to the conditions of employment, wage rates and hours of labor set forth in the Form of "Contract Agreement". The undersigned hereby agrees to complete all the work shown or specified under this contract and as shown on the contract drawings consecutive calendar and he further agrees that the OWNER may retain from the moneys that are or which may become due an amount of two hundred dollars ($200.00) plus engineering charges for each and every calendar day (Sunday and holidays excluded) of time consumed in completing the work beyond the time conditions stipulated above or any extension of time that is duly authorized and such amount so to be retained, is hereby agreed to be liquidated damages accruing to the OWNER incident to such delay.

The undersigned agrees that if he is selected as CONTRACTOR, he will within ten (10) days, (Saturdays, Sundays and legal holidays excluded) after presentation thereof by the "Awarding Authority", execute a contract in the form attached hereto and furnish a Performance Bond and also a labor and materials or Payment Bond, each of a surety company registered and licensed to do business in the State of New Hampshire and satisfactory to the OWNER and each in the sum of at least one hundred percent (100%) of the contract price, the premiums for which are to be paid by the CONTRACTOR and are included in the bid price.

The undersigned understands that the OWNER reserves the right to reject any and all bids and to waive any informality in the bidding.

____________________________________________
Contractor's Signature

____________________________________________
Title

____________________________________________
Date
Certificate of Acknowledgment of Contractor, if a Corporation

State of _______________________,

               ss:
County _______________________

On this _____ day of __________, 2019

before me personally came _______________________

to me known, who being duly sworn did say as follows:

that he resides at: _______________________

and is the _______________________

of _______________________

the corporation described herein and which executed the foregoing instrument; that he knows the corporate seal of said corporation; the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation and by the like order, he signed thereto his name and official designation.

________________________________
Notary Public (seal)

My commission expires: _______________________
PROPOSAL
Sheehan-Basquil Park Renovation Phase 1 -2019
FY 19-650-45

The City of Manchester acting through its Department of Highways hereinafter called the "Awarding Authority", requests bids for the furnishing of all labor, equipment and materials required for the construction of the "Sheehan-Basquil Park Renovation Phase 1 - 2019" in accordance with the plans and specifications prepared by the City of Manchester, Department of Highways.

The Bidder declares that the attached Proposal therein referred to has been carefully examined and is understood. It is proposed and agreed, if the bid is accepted, to Contract with the Owner to the required work in the manner set forth.

The undersigned as Bidder declares that the only person or parties interested in this proposal as principals are those named herein; that this Proposal is made without collusion with any other firm, that the undersigned has carefully examined the location of the proposed work, the proposed form of contract and the plans and specifications therein referred to, and the undersigned proposes and agrees if this Proposal is accepted, he will contract with the "Awarding Authority" to provide all the necessary labor, machinery, tools, apparatus and other means of construction to do all the work and furnish all the materials specified in the contract in the manner and time therein described and according to the requirements of the Engineer therein set forth and the undersigned will take full payment therefore, the following unit and total prices:

Total price of this Proposal (for comparison of bids) based on the estimated quantities is:

<table>
<thead>
<tr>
<th>Base Total Price In Words</th>
<th>$__________________________</th>
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</thead>
<tbody>
<tr>
<td>Add Alt Total Price In Words</td>
<td>$__________________________</td>
</tr>
</tbody>
</table>

CONTRACTOR: ________________________________

BY: ________________________________

TITLE: ________________________________

It is agreed that the total price presented above is to be used solely for the comparison of bids to determine the apparent low bidder.

Addendums received ________________________________
PROPOSAL

The undersigned agrees that this Bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

This Proposal includes Addenda No.: __________________________

__________________________
Contractor (Bidder) (seal)

By: ________________________________
(Signature and Title)

Address: ___________________________

Being a (corporation incorporated)
   (under the laws of the ____________)
   (State of ____________)
   (Partnership, ____________)
   (Individual ____________)

Composed of Officers, partners, or owner, as follows:

__________________________

__________________________

__________________________

__________________________

__________________________
CITY OF MANCHESTER  
Department of Highways  

INFORMATION REPORT  

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<th>Sheehan-Basquil Park Renovation Phase 1-2019</th>
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<td>At 2:00 P.M., May 23, 2019</td>
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<td>PROJECT TYPE:</td>
<td>The City of Manchester is accepting proposals for the renovation work to Sheehan Basquil Park Work and shall include, but is not limited to: excavation and backfill, select materials, hot bituminous pavement, sidewalks, granite curbing, drainage structures, drain pipes, conduit, concrete bench pads, irrigation, loam and seed and striping.</td>
</tr>
<tr>
<td>CONTRACT PERIOD:</td>
<td>The contract period for this project shall be 120 calendar days beginning at the date of Notice to Proceed.</td>
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<tr>
<td>PROPOSAL GUARANTEE:</td>
<td>$5,000.00</td>
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BID BOND
Sheehan-Basquill Park Renovation Phase 1 - 2019
FY 19-650-45

The undersigned as bidder understands and agrees that the quantities of work as given for each item in this Proposal are only approximate and are assumed solely for the comparison of proposals. They are not guaranteed to be accurate statements or estimates of the quantities of work to be performed under this contract and any departures therefrom, will not be accepted as valid grounds for any claim or loss of profits. In case of variation between unit prices and total prices stated by the bidder, the unit prices will be considered to be his bid.

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the form of Contract Agreement.

The undersigned agrees that if he is selected as CONTRACTOR, he will, within ten (10) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in the form attached hereto and furnish a Performance bond and also a labor and materials or Payment Bond, each of a surety company registered and licensed to do business in the State of New Hampshire satisfactory to the "Awarding Authority" and each in the sum of at least one hundred percent (100%) of the contract price, the premiums for which are to be paid by the Contractor and are included in the various unit prices bid.

Accompanying this Proposal under separate cover is Five Thousand Dollars ($5,000) in the form of a Bid Bond, Cashier's Check or Certified Check* payable to the "City of Manchester".

The undersigned understands that the OWNER reserves the right to reject any and all bids and to waive any informalities in the bidding.

*Bidder will cross out words which do not apply.

__________________________  __________
Contractor's Signature      Date

__________________________
Title
Sheehan-Basquil Park Renovation Phase 1-2019
FY 19-650-45

PROSECUTION OF THE WORK

Description of the Work:

This contract consists of the Renovation of Sheehan-Basquil Park, including excavation and backfill, select materials, hot bituminous pavement, sidewalks, granite curbing, drainage structures, drain pipes, conduit, concrete bench pads, irrigation, loam and seed and striping.

Utilities:

There are utility installations in the project area belonging to, but not necessarily limited to, the following:

<table>
<thead>
<tr>
<th>Company</th>
<th>Address</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comcast</td>
<td>751 E Industrial. Dr., Manchester</td>
<td>626-9900</td>
</tr>
<tr>
<td>National Grid</td>
<td>130 Elm Street, Manchester</td>
<td>625-4000</td>
</tr>
<tr>
<td>Manchester Fire Dept.</td>
<td>100 Merrimack St., Manchester</td>
<td>669-2256</td>
</tr>
<tr>
<td>Manch. Water Works</td>
<td>281 Lincoln St., Manchester</td>
<td>624-6494</td>
</tr>
<tr>
<td>Consolidated Comm.</td>
<td>100 Gay Street, 2nd Fl, Manchester</td>
<td>645-2700</td>
</tr>
<tr>
<td>Eversource</td>
<td>12 Bellemore Drive, Bedford</td>
<td>1-800-662-7764</td>
</tr>
</tbody>
</table>

Prosecution:

It is understood that the Contractor will match his work schedule with that of the Highway Department and other utility companies as applicable.

Temporary fencing shall be required at locations of open construction excavations and/or trenching and where it is required by the Engineer for public safety. Temporary fencing and gates shall be considered subsidiary to the contract and no payment shall be made.

Due to the limited funding for this work, the City reserves the right to delete any part of the work in order to keep expenditures within the limits of available funds.

The plans are meant to be a schematic representation of the project. It should be understood by the Contract that actual field conditions may differ. Therefore, some construction requirements will be determined in the field by the Engineer and payment for all work shall be based on the unit prices bid.
Excess material may be used with the city permission, in lieu of crushed gravel for aggregate base material. No additional payment will be made for the use of the excess material in this manner.

The Contractor’s attention is directed to the fact that removal of existing granite curbs that is not to be reset shall be paid for under Item Number -202.6 Curb Removal for Storage. All granite curb not suitable for reset shall be salvaged to the City and brought to the DPW drop off facility located at 500 Dunbarton Road. All other types of curb shall be the property of the Contractor and disposed of in a responsible manner. All costs associated of salvaging, transport, and/or disposal of the curb shall be subsidiary to Item 202.6.

Removal of existing material to prepare for construction of new sidewalk, including any roots, old sidewalk, loam, etc. shall be subsidiary to Item 608.13 - 3 inch Bituminous Sidewalk with 6” Crushed Gravel Base.

The Contractor shall saw cut all pavements at limits of work prior to reclaiming. Payment for this work shall be made under item 628.2 – Sawed Bituminous Concrete Pavement.

The existing catch basin frames and grates and granite curb are to be removed and salvaged to the City at the Dunbarton Road Drop off Center and are subsidiary to No Additional work, No Additional payment made for removal and salvage. Existing pavement and sub-base materials that are removed shall be disposed of by the Contractor at his expense.

Coring the hole for connection of new drains to existing structures shall paid for under Item 604.9 -Connect Exist Drainage structure.

The Contractor’s attention is directed to the fact it is his/her sole responsibility to protect all bounds or other property/Right-of-way monumentation from damage.

All existing trees that are to remain shall be protected from damage by the Contractor or his subcontractors.

All required erosion control measures are subsidiary to Mobilization and shall be paid for under 692-Mobilization.

The contractor is responsible for an irrigation plan and shall provide it to the City of Manchester for approval prior to commencing work. This item shall be subsidiary to item 1001.2-irrigation

Permits required from the Highway Department shall be furnished without charge. All other permits shall be the responsibility of the Contractor. All work to be performed shall be in compliance with the City of Manchester Ordinances or as specified on the permit itself. A permit is required from the Fire Department in order to blast.
The installation of the items Bench and Trash Receptacle Concrete Pads will be an add alternate shall be paid under the concrete item 520. Both the bench and trash receptacle shall be attached to the concrete pad with Red Head Anchors. Payment for anchors shall be subsidiary to item 1002.1-Site Furniture.

The contractor may install the light poles and fixtures and wiring the lights as an add alternate if awarded. The bases, conduit and string to pull wire through will be a part of the main project. The Park lighting consist of 3 Parking lot light that are 18’ tall two (2), type 4 and one(1) is a type 5. The walkway lights consist of 3 light and they are all type 5.

The installation of the planting shall be an add alternate. The install of the soil and mulch will be a part of the main project. The mulch that will be laid in the planting areas shall be an Aged Spruce/Hemlock Blend from the Dirt Dr. or approved equal. The mulch shall be installed at 3” in depth.

Bidder shall be aware that the City of Manchester, Department of Public Works, Standard Specifications for Road, Drain and Sewer Construction (referred to as the “Standard Specifications”) were updated in January 2019. These Standard Specifications may be found on the City’s website at: http://www.manchesternh.gov/Departments/Public-Works

The Contractor is responsible for supply of water used during operations. Connections and use of municipal fire hydrants without approval and permit from Manchester Water Works is prohibited. It is the responsibility of the Bidder to contact Manchester Water Works to understand the costs and procedure involved with permitting if a connection to a hydrant is needed. Any costs associated with the permit shall be responsibility of the Contractor and incidental to the Contract.

The main line for the irrigation shall be attached to the main line from the field on Lincoln Street. The Owner shall locate the existing main line. All Irrigation Sleeves shall be installed prior to crushed stone bring laid in the walkways and parking lot.

The electrical conduit shall be installed prior to crushed stone bring laid in the walkways and parking lot.

Davis-Bacon Wage Rates

The contractor is directed to the fact that provisions of the Davis-Bacon Wage Rates regarding local employment, minimum wage rates, equal employment opportunity requirements and payroll records and reporting are applicable to this contract as directed in Appendix A.

Surplus Material
Except as noted above, the satisfactory disposal of all surplus excavation removed within the project that cannot be utilized as fill material will be the responsibility of the Contractor. No additional payment will be made for this work.

**Public Convenience and Property Protection**

The Contractor shall be aware that he will be required to maintain access to all properties in the project area at all times.

The Contractor will be responsible for the proper and timely notification to local residents and businesses should any temporary interruption of their access or services be absolutely necessary.

**Layout of Work**

It will be the responsibility of the Highway Department to provide the initial layout of the baseline and a benchmark. The Contractor will be responsible for the preservation of the baseline and benchmark.

All lines and grade work not presently established at the site shall be laid out by the Contractor in accordance with the drawings and specifications and as directed by the Engineer.

The Contractor, at his own expense, shall be responsible for maintaining benchmarks and other survey marks and shall replace as directed any benchmarks or survey marks which have been disturbed or destroyed.

The Contractor shall compare all grades, lines, levels, and dimensions shown on the drawings with actual site conditions and shall promptly report to the project contact, Chris Sullivan, before commencing work of any inconsistencies he may discover.

No separate payment will be made for the work described in this section.
SECTION 1500
PRECAST MODULAR BLOCK RETAINING WALL

PART 1 – GENERAL

1.01 SUMMARY

A. This Section includes furnishing all materials and labor required for the design and construction of a precast concrete modular block (PMB) retaining wall with or without geosynthetic reinforcement. Precast modular block retaining wall blocks under this section shall be cast utilizing a wet-cast concrete mix and exhibit a final handling weight in excess of 1,000 pounds (450 kg) per unit.

B. Scope of Work: The work shall consist of furnishing materials, labor, equipment and supervision for the construction of a precast modular block (PMB) retaining wall structure in accordance with the requirements of this section and in acceptable conformity with the lines, grades, design and dimensions shown in the project site plans.

C. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 31, Division 32 and Division 33 also apply to this Section.

1.02 PRICE AND PAYMENT PROCEDURES

A. Allowances. No allowance shall be made in the price of the retaining wall for excavation beyond the limits required for retaining wall construction as shown on the project plans. The cost of excavation for the purposes of site access shall be the responsibility of the General Contractor. Removal of unsuitable soils and replacement with select fill shall be as directed and approved in writing by the Owner or Owner’s representative and shall be paid under separate pay items.

B. Unit Prices. In addition to a lump sum price pursuant to completion of the scope of work described in Part 1.01 of this Section, the General Contractor shall provide a unit price per square foot of vertical wall face that shall be the basis of compensation for up to a ten (10) percent increase or reduction in the overall scope of the retaining wall work.

C. Measurement and Payment.

1. The unit of measurement for furnishing the precast modular block retaining wall system shall be the vertical area of the wall face surface as measured from the top of the leveling pad to the top of the wall
including coping. The final measured quantity shall include supply of all material components and the installation of the precast modular block system.

2. The final accepted quantities of the precast modular block retaining wall system will be compensated per the vertical face area as described above. The quantities of the precast modular block retaining wall as shown on the plans and as approved by theOwner shall be the basis for determination of the final payment quantity. Payment shall be made per square foot of vertical wall face.

1.03 REFERENCES

A. Where the specification and reference documents conflict, the Owner's designated representative will make the final determination of the applicable document.

B. Definitions:
2. Geotextile – a geosynthetic fabric manufactured for use as a separation and filtration medium between dissimilar soil materials.
3. Geogrid – a geosynthetic material comprised of a regular network of tensile elements manufactured in a mesh-like configuration of consistent aperture openings. When connected to the PMB facing units and placed in horizontal layers in compacted fill, the geogrid prevents lateral deformation of the retaining wall face and provides effective tensile reinforcement to the contiguous reinforced fill material.
4. Drainage Aggregate – clean, crushed stone placed within and immediately behind the precast modular block units to facilitate drainage and reduce compaction requirements immediately adjacent to and behind the precast modular block units.
5. Unit Core Fill – clean, crushed stone placed within the hollow vertical core of a precast modular block unit. Typically, the same material used for drainage aggregate as defined above.
6. Foundation Zone – soil zone immediately beneath the leveling pad and the reinforced zone.
7. Retained Zone – soil zone immediately behind the drainage aggregate and wall infill for wall sections designed as modular gravity structures. Alternatively, in the case of wall sections designed with geosynthetic soil reinforcement, the retained zone is the soil zone immediately behind the reinforced zone.
8. Reinforced Zone – structural fill zone within which successive horizontal layers of geogrid soil reinforcement have been placed to provide stability for the retaining wall face. The reinforced zone exists only for retaining wall sections that utilize geosynthetic soil reinforcement for stability.
9. Reinforced Fill – structural fill placed within the reinforced zone.
10. Leveling Pad – hard, flat surface upon which the bottom course of precast modular blocks are placed. The leveling pad may be constructed with crushed stone or cast-in-place concrete. A leveling pad is not a structural footing.
11. Wall Infill – the fill material placed and compacted between the drainage aggregate and the excavated soil face in retaining wall sections designed as modular gravity structures.

C. Reference Standards
1. Design
   d. FHWA-NHI-10-024 Volume I and GEC 11 Design of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes.
   e. FHWA-NHI-10-025 Volume II and GEC 11 Design of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes.
2. Precast Modular Block Units
   a. ACI 201 – Guide to Durable Concrete
   b. ACI 318 – Building Code Requirements for Structural Concrete
   c. ASTM C33 – Standard Specification for Concrete Aggregates
   d. ASTM C39 – Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
   h. ASTM C150 – Standard Specification for Portland Cement
   i. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
   m. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
   r. ASTM C1116 – Standard Specification for Fiber-Reinforced Concrete.
   t. ASTM C1218 - Standard Test Method for Water-Soluble Chloride in Mortar and Concrete.
   w. ASTM C1776 – Standard Specification for Wet-Cast Precast Modular Retaining Wall Units.
   x. ASTM D6638 – Standard Test Method for Determining Connection Strength Between Geosynthetic Reinforcement and Segmental Concrete Units (Modular Concrete Blocks).
   y. ASTM D6916 – Standard Test Method for Determining Shear Strength Between Segmental Concrete Units (Modular Concrete Blocks).

3. Geosynthetics
n. ASTM D5321 – Standard Test Method for Determining the Coefficient of Soil and Geosynthetic or Geosynthetic and Geosynthetic Friction by the Direct Shear Method.
o. ASTM D5818 – Standard Practice for Exposure and Retrieval of Samples to Evaluate Installation Damage of Geosynthetics.

4. Soils

a. AASHTO M 145 – AASHTO Soil Classification System.
b. AASHTO T 104 – Standard Method of Test for Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate.
f. ASTM D448 – Standard Classification for Sizes of Aggregates for Road and Bridge Construction.
g. ASTM D698 – Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort. (12,400 ft-lb/ft^2 (2,700 kN-m/m)).
i. ASTM D1556 – Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method.
j. ASTM D1557 – Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort. (56,000 ft-lb/ft^2 (2,700 kN-m/m)).
k. ASTM D2487 – Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).


r. ASTM D6938 – Standard Test Method for In-Place Density and Water Content of Soil and Aggregate by Nuclear Methods (Shallow Depth).


5. **Drainage Pipe**


   b. ASTM F2648 – Standard Specification for 2 to 60 inch [50 to 1500 mm] Annular Corrugated Profile Wall Polyethylene (PE) Pipe and Fittings for Land Drainage Applications.

1.04 **ADMINISTRATIVE REQUIREMENTS**

A. Preconstruction Meeting. As directed by the Owner, the General Contractor shall schedule a preconstruction meeting at the project site prior to commencement of retaining wall construction. Participation in the preconstruction meeting shall be required of the General Contractor, Retaining Wall Design Engineer, Retaining Wall Installation Contractor, Grading Contractor and Inspection Engineer. The General Contractor shall provide notification to all parties at least 10 calendar days prior to the meeting.

1. **Preconstruction Meeting Agenda:**

   a. The Retaining Wall Design Engineer shall explain all aspects of the retaining wall construction drawings.

   b. The Retaining Wall Design Engineer shall explain the required bearing capacity of soil below the retaining wall structure and the shear strength of in-situ soils assumed in the retaining wall design to the Inspection Engineer.

   c. The Retaining Wall Design Engineer shall explain the required shear strength of fill soil in the reinforced, retained and foundation zones of the retaining wall to the Inspection Engineer.

   d. The Retaining Wall Design Engineer shall explain any measures required for coordination of the installation of utilities or other obstructions in the reinforced or retained fill zones of the retaining wall.

   e. The Retaining Wall Installation Contractor shall explain all excavation needs, site access and material staging area requirements to the General Contractor and Grading Contractor.

1.05 **SUBMITTALS**

A. Product Data. At least 14 days prior to construction, the General Contractor shall submit a minimum of six (6) copies of the retaining wall product submittal package to the Owner’s Representative.
for review and approval. The submittal package shall include technical specifications and product data from the manufacturer for the following:

1. Precast Modular Block System brochure
2. Precast Modular Block concrete test results specified in paragraph 2.01, subparagraph B
   of this section as follows:
   a. 28-day compressive strength
   b. Air content
   c. Slump or Slump Flow (as applicable)
3. Drainage Pipe
4. Geotextile
5. Geosynthetic Soil Reinforcement (if required by the retaining wall design). The contractor shall provide certified manufacturer test reports for the geosynthetic soil reinforcement material in the manufactured roll width specified. The test report shall list the individual roll numbers for which the certified material properties are valid.

B. Installer Qualification Data. At least 14 days prior to construction, the General Contractor shall submit the qualifications of the business entity responsible for installation of the retaining wall, the Retaining Wall Installation Contractor, per paragraph 1.07, subparagraph A of this section.

C. Retaining Wall Design Calculations and Construction Shop Drawings. At least 14 days prior to construction, the General Contractor shall furnish six (6) sets of construction shop drawings and six (6) copies of the supporting structural calculations report to the Owner for review and approval. This submittal shall include the following:

1. Signed, sealed and dated drawings and engineering calculations prepared in accordance with these specifications.
2. Qualifications Statement of Experience of the Retaining Wall Design Engineer as specified in paragraph 1.07, subparagraph B of this section.
3. Certificate of Insurance of the Retaining Wall Design Engineer as specified in paragraph 1.06, subparagraph B of this section.

1.06 CONSTRUCTION SHOP DRAWING PREPARATION

A. The Retaining Wall Design Engineer shall coordinate the retaining wall construction shop drawing preparation with the project Civil Engineer, project Geotechnical Engineer and Owner’s Representatives. The General Contractor shall furnish the Retaining Wall Design Engineer the following project information required to prepare the construction shop drawings. This information shall include, but is not limited to, the following:

1. Current versions of the site, grading, drainage, utility, erosion control, landscape, and irrigation plans;
2. electronic CAD file of the civil site plans listed in (1);
3. report of geotechnical investigation and all addenda and supplemental reports;
4. recommendations of the project Geotechnical Engineer regarding effective stress shear strength and total stress shear strength (when applicable) parameters for in situ soils in the vicinity of the proposed retaining wall(s) and for any fill soil that may potentially be used as backfill in retained and/or foundation zones of the retaining wall.

B. The Retaining Wall Design Engineer shall provide the Owner with a certificate of professional liability insurance verifying the minimum coverage limits of $1 million per claim and $1 million aggregate.
C. Design of the precast modular block retaining wall shall satisfy the requirements of this section. Where local design or building code requirements exceed these specifications, the local requirements shall also be satisfied.

D. The Retaining Wall Design Engineer shall note any exceptions to the requirements of this section by listing them at the bottom right corner of the first page of the construction shop drawings.

E. Approval or rejection of the exceptions taken by the Retaining Wall Engineer will be made in writing as directed by the Owner.

F. The precast modular block design, except as noted herein, shall be based upon AASHTO Load and Resistance Factor Design (LRFD) methodology as referenced in paragraph 1.03, subparagraph C.1.

G. In the event that a conflict is discovered between these specifications and a reasonable interpretation of the design specifications and methods referenced in paragraph F above, these specifications shall prevail. If a reasonable interpretation is not possible, the conflict shall be resolved per the requirements in paragraph 1.03, subparagraph A of this section.

H. Soil Shear Parameters. The Retaining Wall Design Engineer shall prepare the construction shop drawings based upon soil shear strength parameters from the available project data and the recommendations of the project Geotechnical Engineer. If insufficient data exists to develop the retaining wall design, the Retaining Wall Design Engineer shall communicate the specific deficiency of the project information or data to the Owner in writing.

I. Allowable bearing pressure requirements for each retaining wall shall be clearly shown on the construction drawings.

J. Global Stability. Overall (global) stability shall be evaluated in accordance with the principals of limit equilibrium analysis as set forth in FHWA-NHI-10-024 Volume I and FHWA-NHI-10-025 Volume II GEC 11 Design of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes as referenced in paragraph 1.03, subparagraph C.1. The minimum factors of safety shall be as follows:

- Normal Service (Static) 1.4
- Seismic 1.1
- Rapid Drawdown (if applicable) 1.2

K. Seismic Stability. Seismic loading shall be evaluated in accordance with AASHTO Load and Resistance Factor Design (LRFD) methodology as referenced in paragraph 1.03, subparagraph C.1.

1.07 QUALITY ASSURANCE

A. Retaining Wall Installation Contractor Qualifications. In order to demonstrate basic competence in the construction of precast modular block walls, the Retaining Wall Installation Contractor shall document compliance with the following:

1. Experience,
   a. Construction experience with a minimum of 30,000 square feet (2,800 square meters) of the proposed precast modular block retaining wall system.
   b. Construction of at least ten (10) precast modular block (large block) retaining wall structures within the past three (3) years.
c. Construction of at least 50,000 square feet (4,650 square meters) of precast modular block (large block) retaining walls within the past three (3) years.

2. Retaining Wall Installation Contractor experience documentation for each qualifying project shall include:
   a. Project name and location
   b. Date (month and year) of construction completion
   c. Contact information of Owner or General Contractor
   d. Type (trade name) of precast modular block system built
   e. Maximum height of the wall constructed
   f. Face area of the wall constructed

3. In lieu of the requirements set forth in items 1 and 2 above, the Retaining Wall Installation Contractor must be a certified Precast Modular Block Retaining Wall Installation Contractor as demonstrated by satisfactory completion of a certified precast modular block retaining wall installation training program administered by the precast modular block manufacturer.

   B. Retaining Wall Design Engineer Qualifications and Statement of Experience. The Retaining Wall Design Engineer shall submit a written statement affirming that he or she has the following minimum qualifications and experience.

   1. The Retaining Wall Design Engineer shall be licensed to practice in the jurisdiction of the project location.
   2. The Retaining Wall Design Engineer shall be independently capable of performing all internal and external stability analyses, including those for seismic loading, compound stability, rapid draw-down and deep-seated, global modes of failure.
   3. The Retaining Wall Design Engineer shall affirm in writing that he or she has personally supervised the design of the retaining walls for the project, that the design considers all the requirements listed in paragraph 1.06 and that he or she accepts responsibility as the design engineer of record for the retaining walls constructed on the project.
   4. The Retaining Wall Design Engineer shall affirm in writing that he or she has personally designed in excess of 100,000 face square feet (9,000 face square meters) of modular block earth retaining walls within the previous three (3) years.
   5. In lieu of these specific requirements, the engineer may submit alternate documentation demonstrating competency in Precast Modular Block retaining wall design.

   C. The Owner reserves the right to reject the design services of any engineer or engineering firm who, in the sole opinion of the Owner, does not possess the requisite experience or qualifications.

1.08 QUALITY CONTROL

   A. The Owner’s Representative shall review all submittals for materials, design, Retaining Wall Design Engineer qualifications and the Retaining Wall Installation Contractor qualifications.

   B. The General Contractor shall retain the services of an Inspection Engineer who is experienced with the construction of precast modular block retaining wall structures to perform inspection and testing. The cost of inspection shall be the responsibility of the General Contractor. Inspection shall be continuous throughout the construction of the retaining walls.

   C. The Inspection Engineer shall perform the following duties:
1. Inspect the construction of the precast modular block structure for conformance with construction shop drawings and the requirements of this specification.

2. Verify that soil or aggregate fill placed and compacted in the reinforced, retained and foundation zones of the retaining wall conforms with paragraphs 2.04 and 2.05 of this section and exhibits the shear strength parameters specified by the Retaining Wall Design Engineer.

3. Verify that the shear strength of the in-situ soil assumed by the Retaining Wall Design Engineer is appropriate.

4. Inspect and document soil compaction in accordance with these specifications:
   a. Required dry unit weight
   b. Actual dry unit weight
   c. Allowable moisture content
   d. Actual moisture content
   e. Pass/fail assessment
   f. Test location – wall station number
   g. Test elevation
   h. Distance of test location behind the wall face

5. Verify that all excavated slopes in the vicinity of the retaining wall are bench-cut as directed by the project Geotechnical Engineer.

6. Notify the Retaining Wall Installation Contractor of any deficiencies in the retaining wall construction and provide the Retaining Wall Installation Contractor a reasonable opportunity to correct the deficiency.

7. Notify the General Contractor, Owner and Retaining Wall Design Engineer of any construction deficiencies that have not been corrected timely.

8. Document all inspection results.

9. Test compacted density and moisture content of the retained backfill with the following frequency:
   a. At least once every 1,000 square feet (90 square meters) (in plan) per 9-inch (230 mm) vertical lift, and
   b. At least once per every 18 inches (460 mm) of vertical wall construction.

D. The General Contractor’s engagement of the Inspection Engineer does not relieve the Retaining Wall Installation Contractor of responsibility to construct the proposed retaining wall in accordance with the approved construction shop drawings and these specifications.

E. The Retaining Wall Installation Contractor shall inspect the on-site grades and excavations prior to construction and notify the Retaining Wall Design Engineer and General Contractor if on-site conditions differ from the elevations and grading conditions depicted in the retaining wall construction shop drawings.

1.09 DELIVERY, STORAGE AND HANDLING

A. The Retaining Wall Installation Contractor shall inspect the materials upon delivery to ensure that the proper type, grade and color of materials have been delivered.

B. The Retaining Wall Installation Contractor shall store and handle all materials in accordance with the manufacturer’s recommendations as specified herein and in a manner that prevents deterioration or damage due to moisture, temperature changes, contaminants, corrosion, breaking, chipping, UV exposure or other causes. Damaged materials shall not be incorporated into the work.
C. Geosynthetics
   1. All geosynthetic materials shall be handled in accordance with ASTM D4873. The materials
      should be stored off the ground and protected from precipitation, sunlight, dirt and physical damage.

D. Precast Modular Blocks
   1. Precast modular blocks shall be stored in an area with positive drainage away from the blocks. Be
      careful to protect the block from mud and excessive chipping and breakage. Precast modular blocks shall
      not be stacked more than three (3) units high in the storage area.

E. Drainage Aggregate and Backfill Stockpiles
   1. Drainage aggregate or backfill material shall not be piled over unstable slopes or areas of the
      project site with buried utilities.
   2. Drainage aggregate and/or reinforced fill material shall not be staged where it may become mixed
      with or contaminated by poor draining fine-grained soils such as clay or silt.

PART 2 – MATERIALS

2.01 PRECAST MODULAR BLOCK RETAINING WALL UNITS

A. All units shall be wet cast precast modular retaining wall units conforming to ASTM C1776.

B. All units for the project shall be obtained from the same manufacturer. The manufacturer shall be
   licensed and authorized to produce the retaining wall units by the precast modular block system patent
   holder/licensor and shall document compliance with the published quality control standards of the
   proprietary precast modular block system licensor for the previous three (3) years or the total time the
   manufacturer has been licensed, whichever is less.

C. Concrete used in the production of the precast modular block units shall be first-purpose, fresh
   concrete. It shall not consist of returned, reconstituted, surplus or waste concrete. It shall be an original
   production mix meeting the requirements of ASTM C94 and exhibit the properties as shown in the
   following table:
Concrete Mix Properties

<table>
<thead>
<tr>
<th>Freeze Thaw Exposure Class(1)</th>
<th>Minimum 28-Day Compressive Strength(2)</th>
<th>Maximum Water Cement Ratio</th>
<th>Nominal Maximum Aggregate Size</th>
<th>Aggregate Class Designation(3)</th>
<th>Air Content(4)</th>
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</thead>
<tbody>
<tr>
<td>Moderate</td>
<td>4,000 psi (27.6 MPa)</td>
<td>0.45</td>
<td>1 inch (25 mm)</td>
<td>3M</td>
<td>4.5% +/- 1.5%</td>
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<tr>
<td>Severe</td>
<td>4,000 psi (27.6 MPa)</td>
<td>0.45</td>
<td>1 inch (25 mm)</td>
<td>3S</td>
<td>6.0% +/- 1.5%</td>
</tr>
<tr>
<td>Very Severe</td>
<td>4,500 psi (30.0 MPa)</td>
<td>0.40</td>
<td>1 inch (25 mm)</td>
<td>4S</td>
<td>6.0% +/- 1.5%</td>
</tr>
</tbody>
</table>

Maximum Water-Soluble Chloride Ion (Cl) Content in Concrete, Percent by Weight of Cement(5,6): 0.15

Maximum Chloride as Cl Concentration in Mixing Water, Parts Per Million: 1000

Maximum Percentage of Total Cementitious Materials By Weight(7,8) (Very Severe Exposure Class Only):

Fly Ash or Other Pozzolans Conforming to ASTM C618: 25
Slag Conforming to ASTM C989: 50
Silica Fume Conforming to ASTM C1240: 10
Total of Fly Ash or Other Pozzolans, Slag, and Silica Fume(6): 50
Total of Fly Ash or Other Pozzolans and Silica Fume(6): 35

Alkali-Aggregate Reactivity Mitigation per ACI 201

Slump (Conventional Concrete) per ASTM C143(9): 5 inches +/- 1/2 inches (125 mm +/- 40 mm)
Slump Flow (Self-Consolidating Concrete) per ASTM C1611: 18 inches – 32 inches (450 mm – 800 mm)

(1) Exposure class is as described in ACI 318. "Moderate" describes concrete that is exposed to freezing and thawing cycles and occasional exposure to moisture. "Severe" describes concrete that is exposed to freezing and thawing cycles and in continuous contact with moisture. "Very Severe" describes concrete that is exposed to freezing and thawing cycles and in continuous contact with moisture and exposed to deicing chemicals. Exposure class should be specified by owner/purchaser prior to order placement.

(2) Test method ASTM C39.

(3) Defined in ASTM C33 Table 3 Limits for Deleterious Substances and Physical Property Requirements of Coarse Aggregates for Concrete.

(4) Test method ASTM C231.

(5) Test method ASTM C1218 at age between 28 and 42 days.

(6) Where used in high sulfate environments or where alkali-silica reactivity is an issue, water soluble chloride shall be limited to no more than trace amounts (from impurities in concrete-making components, not intended constituents.)

(7) The total cementitious material also includes ASTM C150, C595, C845, C1157 cement. The maximum percentages shall include:

(a) Fly ash or other pozolans in type IP, blended cement, ASTM C595, or ASTM C1157.
(b) Slag used in the manufacture of an IS blended cement, ASTM C595, or ASTM C1157.
(c) Silica fume, ASTM C1240, present in a blended cement.

(8) Fly ash or other pozolans and silica fume shall constitute no more than 25 and 10 percent, respectively, of the total weight of the cementitious materials.

(9) Prescriptive limits shown may be waived for concrete mixes that demonstrate excellent freeze/thaw durability in a detailed and current testing program.

(10) Slump may be increased by a high-range water-reducing admixture.

D. Each concrete block shall be cast in a single continuous pour without cold joints. With the exception of half-block units, corner units and other special application units, the precast modular block units shall conform to the nominal dimensions listed in the table below and be produced to the dimensional tolerances shown.

<table>
<thead>
<tr>
<th>Block Type</th>
<th>Dimension</th>
<th>Nominal Value</th>
<th>Tolerance</th>
</tr>
</thead>
<tbody>
<tr>
<td>28&quot; (710 mm) Block</td>
<td>Height</td>
<td>18&quot; (457 mm)</td>
<td>+/- 3/16&quot; (5 mm)</td>
</tr>
<tr>
<td></td>
<td>Length</td>
<td>46-1/8&quot; (1172 mm)</td>
<td>+/- 1/2&quot; (13 mm)</td>
</tr>
<tr>
<td></td>
<td>Width*</td>
<td>28&quot; (710 mm)</td>
<td>+/- 1/2&quot; (13 mm)</td>
</tr>
<tr>
<td>Block Size</td>
<td>Height</td>
<td>+/- 3/16&quot; (5 mm)</td>
<td>Length</td>
</tr>
<tr>
<td>--------------</td>
<td>------------</td>
<td>-----------------</td>
<td>-------------</td>
</tr>
<tr>
<td>41&quot; (1030 mm) Block</td>
<td>18&quot; (457 mm)</td>
<td></td>
<td>46-1/8&quot; (1172 mm)</td>
</tr>
<tr>
<td>60&quot; (1520 mm) Block</td>
<td>18&quot; (457 mm)</td>
<td></td>
<td>46-1/8&quot; (1172 mm)</td>
</tr>
</tbody>
</table>

* Block tolerance measurements shall exclude variable face texture

E. Individual block units shall have a nominal height of 18 inches (457 mm).

F. With the exception of half-block units, corner units and other special application units, the precast modular block units shall have two (2), circular dome shear knobs that are 10 inches (254 mm), 7.5 inches (190 mm), or 6.75 inches (171 mm) in diameter and 4 inches (102 mm) or 2 inches (51 mm) in height. The shear knobs shall fully index into a continuous semicylindrical shear channel in the bottom of the block course above. The peak interlock shear between any two (2) vertically stacked precast modular block units, with 10 inch (254 mm) diameter shear knobs, measured in accordance with ASTM D6916 shall exceed 6,500 lb/ft (95 kN/m) at a minimum normal load of 500 lb/ft (7kN/m), as well as an ultimate peak interface shear capacity in excess of 11,000 lb/ft (160 kN/m). The peak interlock shear between any two (2) vertically stacked precast modular block units, with 7.5 inch (190 mm) or 6.75 inch (171 mm) diameter shear knobs, measured in accordance with ASTM D6916 shall exceed 1,850 lb/ft (27 kN/m) at a minimum normal load of 500 lb/ft (7kN/m) as well as an ultimate peak interface shear capacity in excess of 10,000 lb/ft (146 kN/m). Test specimen blocks tested under ASTM D6916 shall be actual, full-scale production blocks of known compressive strength. The interface shear capacity reported shall be corrected for a 4,000 psi (27.6 MPa) concrete compressive strength. Regardless of precast modular block configuration, interface shear testing shall be completed without the inclusion of unit core infill aggregate.

G. The 28" (710 mm) and 41" (1030 mm) precast modular block units shall be cast with a 13" (330 mm) wide, continuous vertical core slot that will permit the insertion of a 12" (305 mm) inch wide strip of geogrid reinforcement to pass completely through the block. When installed in this manner, the geogrid reinforcement shall form a non-normal load dependent, positive connection between the block unit and the reinforcement strip. The use of steel for the purposes of creating the geogrid to block connection is not acceptable.

H. Without field cutting or special modification, the precast modular block units shall be capable of achieving a minimum radius of 14 ft 6 in (4.42 m).

I. The precast modular block units shall be manufactured with an integrally cast shear knobs that establishes a standard horizontal set-back for subsequent block courses. The precast modular block system shall be available in the four (4) standard horizontal set-back facing batter options listed below:

<table>
<thead>
<tr>
<th>Horizontal Set-Back/Blk. Course</th>
<th>Max. Facing Batter</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/8&quot; (10 mm)</td>
<td>1.2&quot;</td>
</tr>
<tr>
<td>1-5/8&quot; (41 mm)</td>
<td>5.2&quot;</td>
</tr>
<tr>
<td>9-3/8&quot; (238 mm)</td>
<td>27.5&quot;</td>
</tr>
<tr>
<td>16-5/8&quot; (422 mm)</td>
<td>42.7&quot;</td>
</tr>
</tbody>
</table>

The precast modular block units shall be furnished with the required shear knobs that provide the facing batter required in the construction shop drawings.
J. The precast modular block unit face texture shall be selected by the owner from the available range of textures available from the precast modular block manufacturer. Each textured block facing unit shall be a minimum of 5.76 square feet (0.54 square meters) with a unique texture pattern that repeats with a maximum frequency of once in any 15 square feet (1.4 square meters) of wall face.

K. The block color shall be selected by the owner from the available range of colors available from the precast modular block manufacturer.

L. All precast modular block units shall be sound and free of cracks or other defects that would interfere with the proper installation of the unit, impair the strength or performance of the constructed wall. PMB units to be used in exposed wall construction shall not exhibit chips or cracks in the exposed face or faces of the unit that are not otherwise permitted. Chips smaller than 1.5" (38 mm) in its largest dimension and cracks not wider than 0.012" (0.3 mm) and not longer than 25% of the nominal height of the PMB unit shall be permitted. PMB units with bug holes in the exposed architectural face smaller than 0.75" (19 mm) in its largest dimension shall be permitted. Bug holes, water marks, and color variation on non-architectural faces are acceptable. PMB units that exhibit cracks that are continuous through any solid element of the PMB unit shall not be incorporated in the work regardless of the width or length of the crack.

M. Preapproved Manufacturers.

N. Substitutions. Technical information demonstrating conformance with the requirements of this specification for an alternative precast modular block retaining wall system must be submitted for preapproval at least 14 calendar days prior to the bid date. Acceptable alternative PMB retaining wall systems, otherwise found to be in conformance with this specification, shall be approved in writing by the owner 7 days prior to the bid date. The Owner’s Representative reserves the right to provide no response to submissions made out of the time requirements of this section or to submissions of block retaining wall systems that are determined to be unacceptable to the owner.

O. Value Engineering Alternatives. The owner may evaluate and accept systems that meet the requirements of this specification after the bid date that provide a minimum cost savings of 20% to the Owner. Construction expediency will not be considered as a contributing portion of the cost savings total.

2.02 GEOGRID REINFORCEMENT

A. Geogrid reinforcement shall be a woven or knitted PVC coated geogrid manufactured from high-tensile PET polyester fiber with an average molecular weight greater than 25,000 (Mₚ > 25,000) and a carboxyl end group less than 30 (CEG < 30). The geogrid shall be furnished in prefabricated roll widths of certified tensile strength by the manufacturer. The prefabricated roll width of the geogrid shall be 12" (300 mm) +/- 1/2" (13 mm). No cutting of geogrid reinforcement down to the 12" (300 mm) roll width from a larger commercial roll width will be allowed under any circumstances.

B. The ultimate tensile strength (Tₜₜ) of the geogrid reinforcement shall be measured in accordance with ASTM D6637.

C. Geogrid – Soil Friction Properties
1. Friction factor, $F^*$, shall be equal to $2/3 \tan \phi$, where $\phi$ is the effective angle of internal friction of the reinforced fill soil.

2. Linear Scale Correction Factor, $\alpha$, shall equal 0.8.

D. Long-Term Tensile Strength ($T_d$) of the geogrid reinforcement shall be calculated in accordance with Section 3.5.2 of FHWA-NHI-10-024 and as provided in this specification.

1. The creep reduction factor ($RF_{CR}$) shall be determined in accordance with Appendix D of FHWA-NHI-10-025 for a minimum 75 year design life.

2. Minimum installation damage reduction factor ($RF_{ID}$) shall be 1.25. The value of $RF_{ID}$ shall be based upon documented full-scale tests in a soil that is comparable to the material proposed for use as reinforced backfill in accordance with ASTM D5818.

3. Minimum durability reduction factor ($RF_D$) shall be 1.3 for a soil pH range of 3 to 9.

E. Connection between the PMB retaining wall unit and the geogrid reinforcement shall be determined from short-term testing per the requirements of FHWA NHI-10-025, Appendix B.4 for a minimum 75-year design life.

F. The minimum value of $T_d$ for geogrid used in design of a reinforced precast modular block retaining wall shall be 2,000 lb/ft (29 kN/m) or greater.

G. The minimum length of geogrid reinforcement shall be the greater of the following:

1. 0.7 times the wall design height, $H$.

2. 6 feet (1.83 m).

3. The length required by design to meet internal stability requirements, soil bearing pressure requirements and constructability requirements.

H. Constructability Requirements. Geogrid design embedment length shall be measured from the back of the precast modular block facing unit and shall be consistent for the entire height of a given retaining wall section.

I. Geogrid shall be positively connected to every precast modular block unit. Design coverage ratio, $R_c$, as calculated in accordance with AASHTO LRFD Bridge Design Specifications Figure 11.10.6.4.1-2 shall not exceed 0.50.

J. Preapproved Geogrid Reinforcement Products.

1. Miragrid XT Geogrids as manufactured by TenCate Geosynthetics of Pendergrass, Georgia USA and distributed by Manufacturers of the Redi-Rock Retaining Wall System.

K. Substitutions. No substitutions of geogrid reinforcement products shall be allowed.

2.03 GEOTEXTILE

A. Nonwoven geotextile fabric shall be placed as indicated on the retaining wall construction shop drawings. Additionally, the nonwoven geotextile fabric shall be placed in the v-shaped joint between adjacent block units on the same course. The nonwoven geotextile fabric shall meet the requirements Class 3 construction survivability in accordance with AASHTO M 288.

B. Preapproved Nonwoven Geotextile Products

1. Mirafi 140N
2. Propex Geotex 451
3. Skaps GT-142
4. Thrace-Linq 140EX
5. Carthage Mills FX-40HS
6. Stratatex ST 142

2.04 DRAINAGE AGGREGATE AND WALL INFILL

A. Drainage aggregate (and wall infill for retaining walls designed as modular gravity structures) shall be a durable crushed stone conforming to No. 57 size per ASTM C33 with the following particle-size distribution requirements per ASTM D422:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>% Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1/4&quot; (38 mm)</td>
<td>100</td>
</tr>
<tr>
<td>1&quot; (25 mm)</td>
<td>95-100</td>
</tr>
<tr>
<td>3/4&quot; (19 mm)</td>
<td>25-60</td>
</tr>
<tr>
<td>No. 4 (4.76 mm)</td>
<td>0-10</td>
</tr>
<tr>
<td>No. 8 (2.38 mm)</td>
<td>0-5</td>
</tr>
</tbody>
</table>

2.05 REINFORCED FILL

A. Material used as reinforced backfill material in the reinforced zone (if applicable) shall be a granular fill material meeting the requirements of USCS soil type GW, GP, SW or SP per ASTM D2487 or alternatively by AASHTO Group Classification A-1-a or A-3 per AASHTO M 145. The backfill shall exhibit a minimum effective internal angle of friction, $\phi = 34$ degrees at a maximum 2% shear strain and meet the following particle-size distribution requirements per ASTM D422:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>% Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4&quot; (19 mm)</td>
<td>100</td>
</tr>
<tr>
<td>No. 4 (4.76 mm)</td>
<td>0-100</td>
</tr>
<tr>
<td>No. 40 (0.42 mm)</td>
<td>0-60</td>
</tr>
<tr>
<td>No. 100 (0.15 mm)</td>
<td>0-10</td>
</tr>
<tr>
<td>No. 200 (0.07 mm)</td>
<td>0-15</td>
</tr>
</tbody>
</table>

B. The reinforced backfill material shall be free of sod, peat, roots or other organic or deleterious matter including, but not limited to, ice, snow or frozen soils. Materials passing the No. 40 (0.42 mm) sieve shall have a liquid limit less than 25 and plasticity index less than 6 per ASTM D4318. Organic content in the backfill material shall be less than 1% per AASHTO T-267 and the pH of the backfill material shall be between 5 and 8.

C. Soundness. The reinforced backfill material shall exhibit a magnesium sulfate soundness loss of less than 30% after four (4) cycles, or sodium sulfate soundness loss of less than 15% after five (5) cycles as measured in accordance with AASHTO T-104.

D. Reinforced backfill shall not be comprised of crushed or recycled concrete, recycled asphalt, bottom ash, shale or any other material that may degrade, creep or experience a loss in shear strength or a change in pH over time.

2.06 LEVELING PAD
A. The precast modular block units shall be placed on a leveling pad constructed from crushed stone or un-reinforced concrete. The leveling pad shall be constructed to the dimensions and limits shown on the retaining wall design drawings prepared by the Retaining Wall Design Engineer.

B. Crushed stone used for construction of a granular leveling pad shall meet the requirements of the drainage aggregate and wall infill in section 2.04 or a preapproved alternate material.

C. Concrete used for construction of an un-reinforced concrete leveling pad shall satisfy the criteria for AASHTO Class B. The concrete should be cured a minimum of 12 hours prior to placement of the precast modular block wall retaining units and exhibit a minimum 28-day compressive strength of 2,500 psi (17.2 MPa).

2.07 DRAINAGE

A. Drainage Pipe
1. Drainage collection pipe shall be a 4” (100 mm) diameter, 3-hole perforated, HDPE pipe with a minimum pipe stiffness of 22 psi (152 kPa) per ASTM D2412.
2. The drainage pipe shall be manufactured in accordance with ASTM D1248 for HDPE pipe and fittings.

B. Preapproved Drainage Pipe Products
1. ADS 3000 Triple Wall pipe as manufactured by Advanced Drainage Systems.

PART 3 – EXECUTION

3.01 GENERAL

A. All work shall be performed in accordance with OSHA safety standards, state and local building codes and manufacturer’s requirements.

B. The General Contractor is responsible for the location and protection of all existing underground utilities. Any new utilities proposed for installation in the vicinity of the retaining wall, shall be installed concurrent with retaining wall construction. The General Contractor shall coordinate the work of subcontractors affected by this requirement.

C. New utilities installed below the retaining wall shall be backfilled and compacted to a minimum of 98% maximum dry density per ASTM D698 standard proctor.

D. The General Contractor is responsible to ensure that safe excavations and embankments are maintained throughout the course of the project.

E. All work shall be inspected by the Inspection Engineer as directed by the Owner.

3.02 EXAMINATION

A. Prior to construction, the General Contractor, Grading Contractor, Retaining Wall Installation Contractor and Inspection Engineer shall examine the areas in which the retaining wall will be constructed to evaluate compliance with the requirements for installation tolerances, worker safety and any site
conditions affecting performance of the completed structure. Installation shall proceed only after unsatisfactory conditions have been corrected.

3.03 PREPARATION

A. Fill Soil.
1. The Inspection Engineer shall verify that reinforced backfill placed in the reinforced soil zone satisfies the criteria of this section.
2. The Inspection Engineer shall verify that any fill soil installed in the foundation and retained soil zones of the retaining wall satisfies the specification of the Retaining Wall Design Engineer as shown on the construction drawings.

B. Excavation.
1. The Grading Contractor shall excavate to the lines and grades required for construction of the precast modular block retaining wall as shown on the construction drawings. The Grading Contractor shall minimize over-excavation. Excavation support, if required, shall be the responsibility of the Grading Contractor.
2. Over-excavated soil shall be replaced with compacted fill in conformance with the specifications of the Retaining Wall Design Engineer and “Division 31, Section 31 20 00 – Earthmoving” of these project specifications.
3. Embankment excavations shall be bench cut as directed by the project Geotechnical Engineer and inspected by the Inspection Engineer for compliance.

C. Foundation Preparation.
1. Prior to construction of the precast modular block retaining wall, the leveling pad area and undercut zone (if applicable) shall be cleared and grubbed. All topsoil, brush, frozen soil and organic material shall be removed. Additional foundation soils found to be unsatisfactory beyond the specified undercut limits shall be undercut and replaced with approved fill as directed by the project Geotechnical Engineer. The Inspection Engineer shall ensure that the undercut limits are consistent with the requirements of the project Geotechnical Engineer and that all soil fill material is properly compacted according project specifications. The Inspection Engineer shall document the volume of undercut and replacement.
2. Following excavation for the leveling pad and undercut zone (if applicable), the Inspection Engineer shall evaluate the in-situ soil in the foundation and retained soil zones.
   a. The Inspection Engineer shall verify that the shear strength of the in-situ soil assumed by the Retaining Wall Design Engineer is appropriate. The Inspection Engineer shall immediately stop work and notify the Owner if the in-situ shear strength is found to be inconsistent with the retaining wall design assumptions.
   b. The Inspection Engineer shall verify that the foundation soil exhibits sufficient ultimate bearing capacity to satisfy the requirements indicated on the retaining wall construction shop drawings per paragraph 1.06.1 of this section.

D. Leveling Pad.
1. The leveling pad shall be constructed to provide a level, hard surface on which to place the first course of precast modular block units. The leveling pad shall be placed in the dimensions shown on the retaining wall construction drawings and extend to the limits indicated.
2. Crushed Stone Leveling Pad. Crushed stone shall be placed in uniform maximum lifts of 6” (150 mm). The crushed stone shall be compacted by a minimum of 3 passes of a vibratory compactor capable of exerting 2,000 lb (8.9 kN) of centrifugal force and to the satisfaction of the Inspection Engineer.
3. Unreinforced Concrete Leveling Pad. The concrete shall be placed in the same dimensions as those required for the crushed stone leveling pad. The Retaining Wall Installation Contractor shall erect proper forms as required to ensure the accurate placement of the concrete leveling pad according to the retaining wall construction drawings.

3.04 PRECAST MODULAR BLOCK WALL SYSTEM INSTALLATION

A. The precast modular block structure shall be constructed in accordance with the construction drawings, these specifications and the recommendations of the retaining wall system component manufacturers. Where conflicts exist between the manufacturer's recommendations and these specifications, these specifications shall prevail.

B. Drainage components. Pipe, geotextile and drainage aggregate shall be installed as shown on the construction shop drawings.

C. Precast Modular Block Installation

1. The first course of block units shall be placed with the front face edges tightly abutted together on the prepared leveling pad at the locations and elevations shown on the construction drawings. The Retaining Wall Installation Contractor shall take special care to ensure that the bottom course of block units are in full contact with the leveling pad, are set level and true and are properly aligned according to the locations shown on the construction drawings.

2. Backfill shall be placed in front of the bottom course of blocks prior to placement of subsequent block courses. Nonwoven geotextile fabric shall be placed in the V-shaped joints between adjacent blocks. Drainage aggregate shall be placed in the V-shaped joints between adjacent blocks to a minimum distance of 12" (300 mm) behind the block unit.

3. Drainage aggregate shall be placed in 9 inch maximum lifts and compacted by a minimum of three (3) passes of a vibratory plate compactor capable exerting a minimum of 2,000 lb (8.9 kN) of centrifugal force.

4. Unit core fill shall be placed in the precast modular block unit vertical core slot. The core fill shall completely fill the slot to the level of the top of the block unit. The tcp of the block unit shall be broom-cleaned prior to placement of subsequent block courses. No additional courses of precast modular blocks may be stacked before the unit core fill is installed in the blocks on the course below.

5. Base course blocks for gravity wall designs (without geosynthetic soil reinforcement) may be furnished without vertical core slots. If so, disregard item 4 above, for the base course blocks in this application.

6. Nonwoven geotextile fabric shall be placed between the drainage aggregate and the retained soil (gravity wall design) or between the drainage aggregate and the reinforced fill (reinforced wall design) as required on the retaining wall construction drawings.

7. Subsequent courses of block units shall be installed with a running bond (half block horizontal course-to-course offset). With the exception of 90 degree corner units, the shear channel of the upper block shall be fully engaged with the shear knobs of the block course below. The upper block course shall be pushed forward to fully engage the interface shear key between the blocks and to ensure consistent face batter and wall alignment. Geogrid, drainage aggregate, unit core fill, geotextile and properly compacted backfill shall be complete and in-place for each course of block units before the next course of blocks is stacked.

8. The elevation of retained soil fill shall not be less than 1 block course (18" (457 mm)) below the elevation of the reinforced backfill throughout the construction of the retaining wall.

9. If included as part of the precast modular block wall design, cap units shall be secured with an adhesive in accordance with the precast modular block manufacturer's recommendation.
D. Geogrid Reinforcement Installation (if required)
   1. Geogrid reinforcement shall be installed at the locations and elevations shown on the construction drawings on level fill compacted to the requirements of this specification.
   2. Continuous 12" (300 mm) wide strips of geogrid reinforcement shall be passed completely through the vertical core slot of the precast modular block unit and extended to the embedment length shown on the construction plans. The strips shall be staked or anchored as necessary to maintain a taut condition.
   3. Reinforcement length (L) of the geogrid reinforcement is measured from the back of the precast modular block unit. The cut length (Lc) is two times the reinforcement length plus additional length through the block facing unit. The cut length is calculated as follows:

   \[ L_c = 2^*L + 3 \text{ ft} (2^*L + 0.9 \text{ m}) \text{ (28" (710 mm) block unit)} \]
   \[ L_c = 2^*L + 5 \text{ ft} (2^*L + 1.5 \text{ m}) \text{ (41" (1030 mm) block unit)} \]

   4. The geogrid strip shall be continuous throughout its entire length and may not be spliced. The geogrid shall be furnished in nominal, prefabricated roll widths of 12" (300 mm) +/- 1/8" (13 mm). No field modification of the geogrid roll width shall be permitted.
   5. Neither rubber tire nor track vehicles may operate directly on the geogrid. Construction vehicle traffic in the reinforced zone shall be limited to speeds of less than 5 mph (8 km/hr) once a minimum of 9 inches (230 mm) of compacted fill has been placed over the geogrid reinforcement. Sudden braking and turning of construction vehicles in the reinforced zone shall be avoided.

E. Construction Tolerance. Allowable construction tolerance of the retaining wall shall be as follows:
   1. Deviation from the design batter and horizontal alignment, when measured along a 10' (3 m) straight wall section, shall not exceed 3/4" (19 mm).
   2. Deviation from the overall design batter shall not exceed 1/2" (13 mm) per 10' (3 m) of wall height.
   3. The maximum allowable offset (horizontal bulge) of the face in any precast modular block joint shall be 1/2" (13 mm).
   4. The base of the precast modular block wall excavation shall be within 2" (50 mm) of the staked elevations, unless otherwise approved by the Inspection Engineer.
   5. Differential vertical settlement of the face shall not exceed 1' (300 mm) along any 200' (61 m) of wall length.
   6. The maximum allowable vertical displacement of the face in any precast modular block joint shall be 1/2" (13 mm).
   7. The wall face shall be placed within 2" (50 mm) of the horizontal location staked.

3.05 WALL INFILL AND REINFORCED BACKFILL PLACEMENT

A. Backfill material placed immediately behind the drainage aggregate shall be compacted as follows:
   1. 98% of maximum dry density at ± 2% optimum moisture content per ASTM D698 standard proctor or 85% relative density per ASTM D4254.

B. Compactive effort within 3' (0.9 m) of the back of the precast modular blocks should be accomplished with walk-behind compactors. Compaction in this zone shall be within 95% of maximum dry density as measured in accordance with ASTM D698 standard proctor or 80% relative density per ASTM D4254. Heavy equipment should not be operated within 3' (0.9 m) of the back of the precast modular blocks.

C. Backfill material shall be installed in lifts that do not exceed a compacted thickness of 9" (230 mm).
D. At the end of each work day, the Retaining Wall Installation Contractor shall grade the surface of the last lift of the granular wall infill to a 3% ± 1% slope away from the precast modular block wall face and compact it.

E. The General Contractor shall direct the Grading Contractor to protect the precast modular block wall structure against surface water runoff at all times through the use of berms, diversion ditches, silt fence, temporary drains and/or any other necessary measures to prevent soil staining of the wall face, scour of the retaining wall foundation or erosion of the reinforced backfill or wall infill.

3.06 OBSTRUCTIONS IN THE INFILL AND REINFORCED FILL ZONE

A. The Retaining Wall Installation Contractor shall make all required allowances for obstructions behind and through the wall face in accordance with the approved construction shop drawings.

B. Should unplanned obstructions become apparent for which the approved construction shop drawings do not account, the affected portion of the wall shall not be constructed until the Retaining Wall Design Engineer can appropriately address the required procedures for construction of the wall section in question.

3.07 COMPLETION

A. For walls supporting unpaved areas, a minimum of 12" (300 mm) of compacted, low-permeability fill shall be placed over the granular wall infill zone of the precast modular block retaining wall structure. The adjacent retained soil shall be graded to prevent ponding of water behind the completed retaining wall.

B. For retaining walls with crest slopes of 5H:1V or steeper, silt fence shall be installed along the wall crest immediately following construction. The silt fence shall be located 3' to 4' (0.9 m to 1.2 m) behind the uppermost precast modular block unit. The crest slope above the wall shall be immediately seeded to establish vegetation. The General Contractor shall ensure that the seeded slope receives adequate irrigation and erosion protection to support germination and growth.

C. The General Contractor shall confirm that the as-built precast modular block wall geometries conform to the requirements of this section. The General Contractor shall notify the Owner of any deviations.

END OF SECTION 1500
Contract Documents

In the event of a conflict of interpretation in the Contract Documents, the following is the general order of precedence:

1. Special Contract Requirements*
2. Special Provisions
3. Supplemental General Conditions
4. General Conditions
5. Supplemental Specifications,
7. Drawings
*Includes Prosecution of Work, Traffic Control plan and Special Attention.

Contract Period: The contract period for this project shall be 120 calendar days, beginning at the date of Notice to Proceed.
CONTRACT AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2019 by and between the City of Manchester, New Hampshire acting through its Department of Highways, hereinafter called the party of the first part and ______________________________ their successors and assigns, part of the second part, hereinafter called the Contractor. Witnessed the, that the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the party of the first part, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor in the construction of the Sheehan-Basquil Park Renovation Phase 1-2019 hereinafter called the project, in the City of Manchester, County of Hillsborough, State of New Hampshire at the unit prices bid by the said Contractor for the respective estimated quantities, aggregating approximately the sum of: ______________________________ ( ), and such other items as are mentioned in the original proposal, which proposal and prices named, together with the General Provisions and Technical Specifications and the Special Provisions accompanying the proposal, and made a part of this Contract and accepted as such, are also agreed by each party as being a part hereof, the said project being situated as follows:

Sheehan-Basquil Park Renovation Phase 1-2019

The Contractor further covenants and agrees that all of the said materials shall be furnished and delivered and all of said labor shall be done and performed in every respect to the satisfaction and approval of the Department of Highways aforesaid, within 120 consecutive calendar days from the date specified in the Notice to Proceed.

The successful Bidder at the time of the execution of the contract, must deposit with the Department of Highways security in the form of a Performance Bond and a Payment Bond, each in the sum equal to 100 percent of the amount of the contract award. The form of the bonds shall be that provided by the Department and the surety shall be acceptable to the City.
IN WITNESS WHEREOF, the parties of this contract have heretounto set their hands and seals as of the day and year first above written.

CITY OF MANCHESTER
(SEAL)

The Honorable Mayor of the
CITY OF MANCHESTER

By_____________________

Joyce Craig

DIRECTOR OF PUBLIC WORKS

By_____________________

Kevin A Sheppard, P.E.

Signed and sealed in
presence of:

_____________________

Date

CONTRACTOR
(SEAL)

By:_____________________

Title:_____________________

Federal I.D. No.__________

Approved as to form and execution

_____________________

City Solicitor
NOTARIZATION

Certificate of Acknowledgment of Contractor, if a Corporation

State of New Hampshire,

ss:

County of Hillsborough,

On this ___ day of ___, 2019

before me personally came ___________________________

to me known, who being duly sworn did say as follows:

that he resides at:

and is the ___________ of __________________________, the corporation

described herein and which executed the foregoing instrument; that he knows the
corporate seal of said corporation; the seal affixed to the foregoing instrument is such
corporate seal and it was so affixed by order of the Board of Directors of said
corporation and by the like order, he signed thereto his name and official designation.

_________________________________________

Notary Public (seal)

_________________________________________

My commission expires: _________________________
STATEMENT OF UNDERSTANDING

Project Safety

WHEREAS this project is subject to all Safety and Health Regulations as promulgated by the U.S. Department of Labor, it shall be a requirement that the Contractor designate a "Safety Officer" who's duty shall be to monitor the project on a daily basis in order to insure that all safety measures alluded to in the contract and otherwise pertinent to this project, are strictly adhered to. Special attention shall be paid to maintaining existing guide, regulatory and warning signs affecting the movement of traffic.

IT IS hereby agreed that responsibility for the above mentioned safety measures is solely that of ______________________ has been designated as the project "Safety Officer".

Date: __________, 2019

________________________________________

By:

Title:
STATEMENT OF COMPLIANCE
Drug Testing Program

WHEREAS this project is subject to federal laws, rules and regulations, and
WHEREAS all drivers of commercial vehicles over 26,000 pounds GVWR are required
to have a Commercial Drivers License (CDL), it is hereby certified that the Alcohol and
Drug Testing requirements for Commercial Motor Vehicle Drivers mandated by the
Federal Highway Administration, United States Department of Transportation are being
complied with.

Date: _______________, 2019

___________________________________________

By:

Title:
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we ______________________

_________________________ a ___________________________ hereinafter
called the "Principal" and _______________________ of ____________________, State

of ______________________ hereinafter called the "Surety", are held and firmly
bound

unto THE CITY OF MANCHESTER, NEW HAMPSHIRE, hereinafter called "Owner",
in the penal sum of (________________________) in lawful money of the United
States, for the payment of which sum well and truly to be made, we bind ourselves, our
heirs, executors, administrators and successors, jointly and severally, firmly by these
presents.

THE CONDITIONS OF THIS OBLIGATION is such that WHEREAS, the Principal
enter into a certain contract with the Owner, dated the (Date) copy of which is hereto
attached and made a part of hereof for the construction of:

Sheehan-Basquil Park Renovation Phase 1 – 2019 in accordance with drawings and
specifications prepared by the City of Manchester, N.H. which contract is by reference
made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all
the undertakings, covenants, terms, conditions and agreements of said contract during the
original term thereof, and any extensions thereof which may be granted by the Owner,
with or without notice to the Surety, and if he shall satisfy all claims and demands
incurred under such contract, and shall fully indemnify and save harmless the Owner
from all costs and damages which it may suffer by reason of failure to do so, and shall
fully reimburse and repay the Owner for all outlay and expense which Owner may incur
in making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and
agrees that no change, extension of time, alteration or addition to the terms of the contract
or to the work to be performed thereunder, or the specifications accompanying the same,
shall in any way affect its obligation on this bond, and it does hereby waive notice of any
such change, extension of time, alteration or addition to the terms of the contract or to do
the work or to the specifications.
PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed and original, this the ___ day of ______________ 2019.

ATTEST:  
______________________________
Principal

______________________________ (S)
(Principal)

______________________________
(Seal) By______________________ (S)

______________________________ (S)
Witness as to Principal

______________________________
Address

ATTEST:  
______________________________
Surety

______________________________ (S)
(SURETY) By___________________ (S)

______________________________ Attorney-in-Fact
(SEAL)

______________________________ (S)
Witness to Surety

______________________________ (Address)

Address

Note: Date of Bond must not be prior to date of Contract.
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That ____________________________ as Principal, hereinafter called Principal, and ____________________________ as surety, hereinafter called Surety, are held and firmly bound unto THE CITY OF MANCHESTER, NEW HAMPSHIRE, as obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of ____________________________ for the payment whereof of Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement, dated ____________, 2019 entered into a contract with Owner for the construction of

Sheehan-Basquil Park Renovation Phase 1 – 2019 in accordance with drawings and specifications prepared by the City of Manchester, N.H. which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work, provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to do the work or the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed and original, this ___ day of _____________, 2019.

ATTEST: ____________________________ Principal
__________________________ (Principal)

(Seal) By_________________________ (S)

__________________________

By: ________________________ Witness as to Principal(s)

__________________________

__________________________ Address

__________________________ Surety

ATTEST: By_____________________ Attorney-in-Fact(s)

__________________________ (Surety)

(Seal)

By: ________________________ ( S)
Witness as to Surety

__________________________

Note: Date of Bond must not be prior to date of Contract.
APPENDIX A
US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SUPPLEMENTARY GENERAL CONDITIONS
APPENDIX B
DAVIS BACON COMPLIANCE
WAGE RATES
CERTIFIED PAYROLL TEMPLATE
APPENDIX A
US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SUPPLEMENTARY GENERAL CONDITIONS

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

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

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

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representatives of the contractors' commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
B. 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.

(c) 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.

C. 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. 1958 c-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.
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.

The contractor agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (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.

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

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   d. "Minority" includes:
      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

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

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

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. 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 of 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 non-working 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 organization's 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 complied 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.

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

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

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

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation or 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 who 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, male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is
employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

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

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

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

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at lease 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 Contractors 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 these requirements, 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).

E. 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
preformed by excluding those of independently operated affiliates, at an appropriate local
office of the State employment service system wherein the opening occurs.

(c) Listing of employment openings with the employment service system pursuant to
this clause shall be made at lease 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 opening 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 the 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 non-disabled 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 is 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
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 employee-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 last three days or less. These terms include 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 exist between the contractor and representatives of his employees.

(i) 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 veteran 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.
F. 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. 170lu. 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.


The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of American 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 payments 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 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 Part 5.5 (a)(1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the 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 Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 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 therefore 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 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) (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 cost 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 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.
(3) Payrolls and basic records. Payrolls and basic records relating hereto shall be
maintained by the contractor during the course of the work reserved for a period of three
years thereafter for all laborers and mechanics working at the site of the work (or under
the United States Housing Act of 1937, or under the housing Act of 1949, in the
construction or development of the project). Such records shall contain the name,
address, and social security number of each such worker, his or her correct classification,
hourly rates of wages paid (including rates of contributions or costs anticipated for bona
fide fringe benefits or cash equivalents thereof of the types described in Sections (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
1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that
the commitment to provide such benefits is enforceable, that the plan or program is
financially responsible, and that the plan
or program has been communicated in writing to the laborers or mechanics affected, and
records which show the costs anticipated or the actual cost incurred in providing such
benefits. Contractors employing apprentices or trainees under approved programs shall
maintain written evidence of the registration of apprenticeship programs and certification
of trainee programs, the registration of the apprentices and trainees, and the ratios and
wage rates prescribed in the applicable programs. (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 Part
5.5(a)(3)(i). This information may be submitted in any form
desired. Optional Form WH-347 is available for this purpose and may be
purchased from the Superintendent of Documents (Federal Stock Number 029-
prime contractor is responsible for the submission of copies of payrolls by all
subcontractors. (Approved by the Office of Management and Budget under OMB
Control Number 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 maintained under 29 CFR Part 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 8;

(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 paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor 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 subcontractors shall make the records required under Paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representative 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 designees may, after written notice to the contractor, sponsor, applicant, 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 Part 5.12.

4. (1) **Apprentices and Trainees. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated 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 journeymen 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 the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.

(i) **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 provision 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 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 this part 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) **Subcontractors.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5 (a) (1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

(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.
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 the employees or their representatives.

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 of 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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.

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 1010, 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, utters, or publishes any statement, knowing the same to be false, shall be fined not more that $5,000 or imprisoned not more that two years, or both."

Complaints, Proceeding, 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 of 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.

Contract Work Hours and Safety Standards Act. As used in this paragraph, the term's "laborers" and "mechanics" include watchmen and guards.

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 he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and done-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.

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 therefor 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 forty hours without payment of the overtime wages required by the clause set forth in subparagraph (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 subcontractors 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 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**

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 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

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

H. **DAVIS-BACON, FEDERAL WAGE RATES**

Davis Bacon applies to the following construction projects:

1. Public Service or Public Facility construction contracts in excess of $2,000.
2. Residential construction projects financed with CDBG funds where the number of units to be rehabilitated or constructed equals 8 or more.
3. Residential construction projects financed with HOME funds where the number of units to be rehabilitated or constructed equals 12 or more.

For these contracts, the appropriate wage rates and payroll forms should be included in the contract. For copies of the wage rates and payroll forms, please contact a CIP representative.
I. Conflict of Interest

No officer, member or employee of Lentex Corporation, or the State of New Hampshire or of the governing body of the locality or localities to which the Project Activities are to be carried out who exercise any function or responsibilities in the review or approval or the undertaking or carrying out of such activities, shall participate in any decisions relating to this agreement which affects his or her personal interest in, or the interest of any corporation, partnership, or association in which they are directly or indirectly interested, nor shall they have any personal or pecuniary interest, direct or indirect, in the Agreement or the proceeds thereof. No member or delegate to the Congress of the United States of America nor resident Commissioner shall be admitted to any share or part hereof or to any benefit arising therefrom.

J. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving Federal financing assistance.

K. Energy Policy and Conservation Act

The Contractor shall comply with the New Hampshire Code for energy conservation in new building construction, when making additions to existing buildings or when structural changes are done due to a change in use or occupancy which would increase the demand for fossil fuel or electrical energy.

L. Architectural Barriers

Contractors and subcontractors agree to comply with the Architectural Barriers Act (PL 90-480, 42 USC 4151) as amended, and the regulations issued or to be issued thereunder, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons.

M. Sanctions and penalties (24 CFR 85.36 (i) (1)) (applicable for contracts in excess of $25,000)

The owner may terminate, and impose appropriate sanctions and penalties if the contractor violates or breaches any agreement terms.

N. Termination for cause/convenience (24 CFR 85.36 (i) (2))

The owner shall have the right at any time, for any reason whatever, to interrupt or terminate any part of 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 owner. Interruption of any part of or all of the required work or services in excess of six months shall be considered a termination. In the event of termination of any part of 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 owner, 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 owner in a form acceptable to both parties.
O. Termination for cause

Events of Default: Any one 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 owner to reimburse the owner 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 owner 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 records and all unfinished documents, data, studies, surveys, drawings, maps, and reports prepared by the contractor shall, at the option of the owner, become the owner’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 owner.

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

P. 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.

Q. 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.

R. Access to Records (24 CFR 85.36 (i) (10))

The owner, the City of Manchester, US Department of Housing and Urban Development, the Comptroller 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 purpose of making audit, examination, excerpts, and transcriptions.

S. Contractor and Subcontractor Records Retention (24 CFR 85.36 (i) (11))

The contractor and subcontractor shall establish, maintain, and preserve property management, project performance, financial management and reporting documents and systems and such other books, records, and other data pertinent to the project as the NH Office of State Planning may require. All records in the possession of the contractor
pertaining to this contract will be retained by the contractor for a period of three (3) years from closeout of the grant by the State, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.

T. Performance and Payment Bonds

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

2. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

3. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**SPECIAL CONDITIONS IN GENERAL**

1.01 Statutory Requirements in General

A. The Contractor shall keep himself fully informed of all existing and future State and National Laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used or employed in the work, or in any way affecting the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same and of all provisions required by law to be made a part of this contract, all of which provisions are hereby incorporated by reference and made a part thereof. If any discrepancy or inconsistency is discovered in the drawings or specifications or contract for this work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the Engineer in writing. He shall at all times himself observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Owner and Engineer and all of its and their officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees or subcontractors.

B. All materials furnished and work done are to comply with all State and Federal laws and regulations.
APPENDIX B
DAVIS BACON COMPLIANCE
WAGE RATES
CERTIFIED PAYROLL TEMPLATE
Davis Bacon Compliance

Prevailing Wages
The Davis-Bacon and Related Acts require that workers receive no less than the prevailing wage being paid for similar work in the locality. Prevailing wages are computed by the U.S. Department of Labor or the Department of Housing and Urban Development and are issued in the form of a Federal or HUD-determined Wage Determination.

Your contract includes a Wage Determination. The Wage Determination lists each classification of worker you will use on this project and the rates you must pay each classification.

You must pay wages...
- At least once a week.
- In full.
You can only make deductions permitted by the Secretary of Labor.

Workers not Listed on the Wage Determination

If you need laborers or mechanics not listed on the Wage Determination after work begins, you must follow these procedures:

1. Report your suggested classification and rate to HUD. Supporting data should also be submitted for Davis-Bacon rates. HUD will submit your request to the Department of Labor (DOL) as long as the rate seems reasonable.

2. Wait until DOL approves the classification and wage rate. The decision will be reported to the contracting agency in writing within a 30 day period. Once approved, it will then become part of the Wage Determination.

3. If an additional classification is needed on a HUD-determined Wage Decision, your request will be approved by HUD. When approved, it then becomes part of the Wage Determination.

Should you disagree with the decision, you can appeal.

Hiring
You can, for the most part, hire anyone you wish. The only exceptions are these:
You cannot hire any contractor or subcontractor who has been suspended or debarred. It is your responsibility to ensure that subcontractors you intend to use are eligible. Further, your contracts with such subcontractors must contain a certification of eligibility clause. Where subcontractors are found to be ineligible, those subcontractors will be immediately terminated and the matter will be referred to the U.S. Department of Labor.
You are not to hire any person under age 16.

What to Tell Worker about Their Wages
You are required to...
- Display the Secretary of Labor’s Wage Poster in a conspicuous place.
- Display the Wage Determination in a conspicuous place.
Failure to do this can be interpreted as a breach of contract.

To Hire Apprentices or Trainees
If you want to hire apprentices or trainees and to pay them less than journeyman wages, they must be enrolled, and individually registered into an apprenticeship or training program approved by the U.S. Department of Labor (or State Apprentice Council recognized by the Department of Labor’s Employment and Training Administration). In addition, the terms for hiring apprentices or trainees must be set forth in the pay schedule accompanying the certificate approving the program. You must, or course, abide by the terms in the schedule.
Example: An approved program will state the proportion of apprentices (or trainees) you can hire, given the size of your whole workforce. You cannot exceed these ratios and continue to pay lower than journeyman wages to the excess apprentices or trainees. You must pay trainees or apprentices no less than the percentages of journeyman wages specified for the apprentice’s stage of training.
The U.S. Department of Labor will approve certain State-run apprentice and trainee programs. However, the Department of Labor has the authority to withdraw approval from State-run training programs. Should this occur, you will be notified by certified letter. You must then...
- Begin paying the trainees full wages required for the classification of work they do (as listed on the wage determination); OR
- Appeal the decision. You may appeal within 30 days after receiving written notice and you can continue to pay reduced wages until a decision is made.
EXCEPTION: DOL approval is not required for trainees you hire who are part of a program you can show was...
- Approved by the U.S. Department of Labor before August 20, 1975;
- Established by agreement of organized labor and management; OR
- Recognized by the Department of Labor under Executive Order 11246, as amended

Overtime
Time and a half means one and one-half times the base hourly rate you pay in wages (in cash or kind) plus fringe benefits. There are strict penalties for failing to pay overtime when it is due. These penalties will be explained before this meeting is complete.

When You Have to Pay Fringe Benefits
If the Wage Determination lists fringe benefits, you must either provide them or pay the hourly equivalent in cash. All fringe benefits specified in the Wage Determination must be paid IN ADDITION to the predetermined basic wage.
If the Wage Determination provides for fringe benefits, you must pay no less than the basic wage rate in cash. The part you provide in benefits must...
- Be explained to all employees in writing.
- Be administered through a third party or through an actuarially sound, enforceable, unfunded commitment. (The Secretary of Labor may require unfunded plans to be held in a separate, special account).
Any Department of Labor decision to add, delete, or modify fringe benefits must be attached to the next payroll and sent to HUD.

Equal Employment Opportunity Obligations
Equal Employment Opportunity. The utilization of Apprentices, trainees and journeyman under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and Title 29, Code of Federal Regulations, Part 30. NOTE: This provision is enforced by the U.S. Department of Labor.

What Does HUD Do to Assure Compliance?
Federal regulations require HUD or its designee to monitor your compliance with Federal Labor Standards.
The Department uses a variety of means to assure compliance, including:
Conducting Spot Checks. During spot checks, you must permit compliance personnel to...
- Interview employees at the work site
- Take written statements from employees
- Document observations
- Examine your payroll records
- Examine your records relating to...
  - Fringe benefits
  - Apprentice registration
  - Trainee certification
  - Contracts
  - Time logs
Investigating Complaints. During such investigations, you must permit compliance personnel to perform tasks involved in spot checks so that the facts can be established. These Federal Officers, or their designees, are obliged to report the facts objectively. These officers cannot reveal to you, without a written release...
  - The complainant’s identity
  - All or part of a written statement
REMEMBER: Federal Officers, or their designees, are not to be interfered with.
Authority to require this is published in:
Title 29, Code of Federal Regulations, Part 5

Underpayment of Workers
If a contractor or subcontractor underpays laborers or mechanics, HUD will notify the Prime Contractor in writing. (Remember, the Prime Contractor is responsible for seeing to it that all subcontractors comply with these contract provisions).
All subcontracts made by the contractor (or by subcontractors with lower-tier subcontractors) are subject to these provisions. Each contractor and subcontractor is responsible for inserting these clauses into all contracts involving this project if laborers or mechanics will perform work. Incorporation by reference is not permitted.
The Prime Contractor is...
- Responsible for the correctness and timely submission of all subcontractor’s payrolls; AND
- Liable for violations or underpayments to workers by subcontractors
Contractors should collect, review and forward subcontractor’s payrolls, since failure to submit payrolls promptly, preferably within 7 days after the close of a work week, is a violation. If payrolls are not submitted on time, HUD may withhold advances, draws or final payouts until all payrolls are received.
If you or your subcontractors seriously violate any of these labor standards, HUD can...
* Delay payment of money owed to you, the Prime Contractor;
* Set aside or disburse, from money owed to you, the amounts needed to pay:
  - Wages or fringe benefits
  - Uncompensated overtime
  - Liquidated damages
* Terminate the contract
* Initiate criminal proceedings
* Debar you from working on similar projects for up to one year
* Debar you from working on any Federal projects for up to three years
* Assess liquidated damages (unless violations were inadvertent)
You have the right to appeal such decisions.

Contractor Date
HUD/PHA/City Representative Date
General Decision Number: NH150032 01/02/2015 NH32
Superseded General Decision Number: NH20140032
State: New Hampshire
Construction Type: Highway
County: Hillsborough County in New Hampshire.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

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

* SUNH2011-028 08/15/2011

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**TRUCK DRIVER** includes all axles including Dump Trucks

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<th>TRUCK DRIVER</th>
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<td>Low Bed Truck</td>
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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
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION
PAYROLL

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

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

<table>
<thead>
<tr>
<th>NAME OF CONTRACTOR</th>
<th>OR SUBCONTRACTOR</th>
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<th>PAYROLL NO.</th>
<th>FOR WEEK ENDING</th>
<th>PROJECT AND LOCATION</th>
<th>PROJECT OR CONTRACT NO.</th>
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<tr>
<th>NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER</th>
<th>WORKING DEPARTMENT</th>
<th>WORK CLASSIFICATION</th>
<th>Overtime</th>
<th>(4) DAY AND DATE</th>
<th>(5) TOTAL HOURS</th>
<th>(6) RATE OF PAY</th>
<th>(7) GROSS AMOUNT EARNED</th>
<th>(8) DEDUCTIONS</th>
<th>FICA</th>
<th>WITHHOLDING TAX</th>
<th>OTHER</th>
<th>TOTAL DEDUCTIONS</th>
<th>NET WAGES PAID FOR WEEK</th>
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information contained in 29 C.F.R. §§ 3.3, 5.5(c). The Copeland Act (40 U.S.C. § 3144) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. §§ 5.5(c) requires contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3012, 200 Constitution Avenue, N.W., Washington, D.C. 20210.
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

<table>
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<th>EXCEPTION (CRAFT)</th>
<th>EXPLANATION</th>
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REMARKS

NAME AND TITLE SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.
APPENDIX C
SECTION 3 SUMMARY REPORT
MINORITY OR WOMEN OWNED (MBE/WBE) BUSINESS
### Contract and Subcontract Activity

**U.S. Department of Housing and Urban Development**

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, direct 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 enterprises concerning Minority Business Development. If the information is 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.

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<th>1b.</th>
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<td>Program Code (Not applicable for CPD programs)</td>
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<td>Business Identification Number (ID)</td>
<td>10b.</td>
<td>Government Code (See below)</td>
</tr>
<tr>
<td>11a.</td>
<td>Subcontractor Identification Number (ID)</td>
<td>11b.</td>
<td>Program Code (Not applicable for CPD programs)</td>
</tr>
<tr>
<td>12a.</td>
<td>Name of Contractor/Subcontractor</td>
<td>12b.</td>
<td>Government Code (See below)</td>
</tr>
</tbody>
</table>

**Notes:**
- All forms and instructions are available online at [HUD-2516](https://www.hud.gov) (9/16)
Section 3

What is Section 3?
Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

How does Section 3 promote self-sufficiency?
Section 3 is a starting point to obtain job training, employment and contracting opportunities. From this integral foundation coupled with other resources comes the opportunity for economic advancement and self-sufficiency.

- Federal, state and local programs
- Advocacy groups
- Community and faith-based organizations

How does Section 3 promote homeownership?
Section 3 is a starting point to homeownership. Once a Section 3 resident has obtained employment or contracting opportunities they have begun the first step to self-sufficiency.
Remember, “It doesn’t have to be fields of dreams”. Homeownership is achievable. For more information visit our HUD website.

Who are Section 3 residents?
Section 3 residents are:

- Public housing residents or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below HUD’s income limits.

Determining Income Levels
- Low income is defined as 80% or below the median income of that area.
- Very low income is defined as 50% or below the median income of that area.

What is a Section 3 business concern?
A business that:
- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
• Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

What programs are covered?
Section 3 applies to HUD-funded Public and Indian Housing assistance for development, operating, and modernization expenditures.
Section 3 also applies to certain HUD-funded Housing and Community Development projects that complete housing rehabilitation, housing construction, and other public construction.

What types of economic opportunities are available under Section 3?
• Job training
• Employment
• Contracts

Any employment resulting from these expenditures, including administration, management, clerical support, and construction, is subject to compliance with Section 3.

Examples of Opportunities include:
• Accounting
• Architecture
• Appliance repair
• Bookkeeping
• Bricklaying
• Carpentry
• Carpet Installation
• Catering
• Cement/Masonry
• Computer/Information
• Demolition
• Drywall
• Electrical
• Elevator Construction
• Engineering
• Fencing
• Florists
• Heating
• Iron Works
• Janitorial
• Landscaping
• Machine Operation
• Manufacturing
• Marketing
• Painting
• Payroll Photography
• Plastering
• Plumbing
• Printing Purchasing
• Research
• Surveying
• Tile setting
• Transportation
• Word processing

Who will award the economic opportunities?
Recipients of HUD financial assistance will award the economic opportunities. They and their contractors and subcontractors are required to provide, to the greatest extent feasible, economic opportunities consistent with existing Federal, State, and local laws and regulations.
Who receives priority under Section 3?
For training and employment:

- Persons in public and assisted housing
- Persons in the area where the HUD financial assistance is spent
- Participants in HUD Youthbuild programs
- Homeless persons

For contracting:

- Businesses that meet the definition of a Section 3 business concern

How can businesses find Section 3 residents to work for them?
Businesses can recruit Section 3 residents in public housing developments and in the neighborhoods where the HUD assistance is being spent. Effective ways of informing residents about available training and job opportunities are:

- Contacting resident organizations, local community development and employment agencies
- Distributing flyers
- Posting signs
- Placing ads in local newspapers

Are recipients, contractors, and subcontractors required to provide long-term employment opportunities, not simply seasonal or temporary employment?
Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very low-income persons, including permanent employment and long-term jobs.

Recipients and contractors are encouraged to have Section 3 residents make up at least 30 percent of their permanent, full-time staff.

A Section 3 resident who has been employed for 3 years may no longer be counted towards meeting the 30 percent requirement. This encourages recipients to continue hiring Section 3 residents when employment opportunities are available.

What if it appears an entity is not complying with Section 3?
There is a complaint process. Section 3 residents, businesses, or a representative for either may file a complaint if it seems a recipient is violating Section 3 requirements are being on a HUD-funded project.

Will HUD require compliance?
Yes. HUD monitors the performance of contractors, reviews annual reports from recipients, and investigates complaints. HUD also examines employment and
contract records for evidence that recipients are training and employing Section 3 residents and awarding contracts to Section 3 businesses.

**How can Section 3 residents or Section 3 business concerns allege Section 3 violations?**

You can file a written complaint with your [local HUD Field Office](#).

A written complaint should contain:

- Name and address of the person filing the complaint
- Name and address of subject of complaint (HUD recipient, contractor or subcontractor)
- Description of acts or omissions in alleged violation of Section 3
- Statement of corrective action sought i.e. training, employment or contracts
Section 3 Summary Report

Project CIP Number/Name –

Name of Contractor/Subcontractor –

Contract Amount – $

Is your Business a Section 3 Business Concern – Yes or No

Section 3 business concerns are businesses that can provide evidence that they meet one of the following:

51 percent or more owned by Section 3 residents; or

At least 30 percent of its fully time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or

Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

Job Category of Employees (Pick all that apply): Administrative, Carpentry, Case management, Clerical, Electrical, Facilities/Maintenance, Masonry, Plumbing, Professional, Technical (Bookkeeping, IT, etc), Other (Describe)

Number of Employees that your firm will employ for this contract –

Number of New Employees hired as a result of this project –

Number of New Hires that are Section 3 Residents –

Section 3 resident – A Public Housing resident or an individual who resides in Manchester who is a low or very low income person as that term is defined by the U.S. Department of Housing and Urban Development.

Please refer to the income guidelines:

_HUD Income Limits by Household Size – Manchester, NH – 2018 (rev:4/2/18)_

<table>
<thead>
<tr>
<th>Program</th>
<th>1 Person</th>
<th>2 Person</th>
<th>3 Person</th>
<th>4 Person</th>
<th>5 Person</th>
<th>6 Person</th>
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<tbody>
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<td>$52,900</td>
<td>$59,500</td>
<td>$66,100</td>
<td>$71,400</td>
<td>$76,700</td>
<td>$82,000</td>
<td>$87,300</td>
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</table>
ATTACHMENT A
US DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT
SUPPLEMENTARY GENERAL CONDITIONS

During the performance of this contract the Consultant/Vendor agrees to comply with the following rules, regulations, policies and procedures in accordance with the requirements associated with the use of Community Development Block Grant monies for project funding.

1. **RESTRICTION ON DISBURSEMENTS.** No money under this Agreement shall be disbursed by the Consultant/Vendor to any subContractor/Vendor except pursuant to a written contract which incorporates the applicable Supplementary General Conditions and unless the subContractor/Vendor is in compliance with DHUD requirements with regard to accounting and fiscal matters, to the extent they are applicable.

2. **DEFINITIONS.** (As used in this Agreement).

   a. **Consultant**, means **Alchemy Lead Management**, the business entity that has the responsibility for the administration of this project.
   b. **Area** means the geographical confines of the Project worksite.
   c. **SubContractor/Vendor** means an entity, other than the Consultant/Vendor that furnishes services or supplies (other than standard commercial supplies, office space or printing services).
   d. **DHUD** means the Secretary of Housing and Urban Development or a person authorized to act on his behalf.
   e. **Program** means the Community Development Block Grant Program approved by DHUD as the same may from time to time be amended.

3. **RECORDS.**

   a. **Establishment and Maintenance of Records.** Records shall be maintained in accordance with requirements prescribed by DHUD or the City with respect to all matters covered by this Agreement. Except as otherwise authorized by DHUD, such records shall be maintained for a period four (4) years after receipt of the final payment under this Agreement.
   b. **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

4. **REPORTS AND INFORMATION.** At such times and in such form as the City or DHUD may require there shall be furnished to DHUD or the City such statements, records, reports, data and
information as the City or DHUD may request pertaining to matters covered by this Agreement.

5. **AUDITS AND INSPECTIONS.** At any time during normal business hours and as often as the City, DHUD and/or the Comptroller General of the United States may deem necessary, there shall be made available to the City, DHUD and/or representatives of the Comptroller General for examination, all of its records with respect to all matters covered by this Agreement and the Consultant/Vendor shall permit the City DHUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, employment and other data relating to all matters covered by this contract.

6. **DHUD REQUIREMENTS.** Unearned payments under this Contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by DHUD at any time.

7. **CONFLICT OF INTEREST.**

   a. **Interest of Consultant/Vendor and Employees.** The Consultant/Vendor agrees that it will incorporate into every contract required to be in writing the following provision:

      The Consultant/Vendor covenants that no person who presently exercises any functions or responsibilities in connection with the Program, has any personal financial interest, direct or indirect, in this Agreement. The Consultant/Vendor further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the geographical confines of the City or any parcels therein, which could conflict in any manner or degree with the performance of its services hereunder. The Consultant/Vendor further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of the Consultant/Vendor or its employees must be disclosed to the City; provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

8. **AFFIRMATIVE ACTION/EQUAL OPPORTUNITY/ NON-DISCRIMINATION.**
   a. In all hiring or employment made possible by or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin, marital status, familial status, age or mental or physical handicap, and (2) affirmative action will
be taken to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, marital status, familial status, age, mental or physical handicap. This requirement shall apply to but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices to be provided by DHUD setting forth the provisions of this nondiscrimination clause.

b. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, marital status, familial status, age, mental or physical handicap.

c. No person in the United States shall, on the ground of race, color, religion, or national origin, marital status, familial status, age, mental or physical handicap be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The Consultant/Vendor and each employer will comply with all requirements imposed by or pursuant to the regulations of DHUD effectuating Title VI of the Civil Rights Act of 1964.

d. The Consultant/Vendor hereby agrees that it will incorporate into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained pursuant to this Agreement, the equal opportunity clause which is a part of the labor standards provisions attached hereto.

e. The Consultant/Vendor further agrees that it will be bound by the equal opportunity clause and other provisions of 41 CFR Chapter 60 with respect to its own employment practices when it participates in federally assisted construction work:

f. The Consultant/Vendor agrees that it will assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of subContractor/Vendors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish DHUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist DHUD in the discharge of its primary responsibility for securing compliance.

g. The Consultant/Vendor further agrees that it will refrain from entering into any subcontract or subcontract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant/Vendor debarred from or who has not
demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order. In addition, the Consultant/Vendor agrees that if it fails or refuses to comply with these undertakings the City may take any or all of the following actions: terminate or suspend in whole or in part this contract; refrain from awarding any further contracts to the Consultant/Vendor under this program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Consultant/Vendor; and refer the case to the Department of Justice for appropriate legal proceedings.

9. **AFFIRMATIVE ACTION - HANDICAPPED WORKERS.**

a. The Consultant/Vendor 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 Consultant/Vendor 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 Consultant/Vendor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issues pursuant to the Act.

c. In the event of the Consultant/Vendor'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 issues pursuant to the Act.

d. The Consultant/Vendor 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 Consultant/Vendor. Such notices shall state the Consultant/Vendor'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 Consultant/Vendor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Consultant/Vendor 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.
b. The Consultant/Vendor will include the provisions of this clause substituting the word "SubContractor/Vendor" for "Consultant/Vendor" in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issues pursuant to section 503 of the Act, so that such provisions will be binding upon each subContractor/Vendor or vendor. The Consultant/Vendor 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 of noncompliance.

10. **AFFIRMATIVE ACTION - DISABLED VETERANS AND VIETNAM VETERANS**

a. The Consultant/Vendor 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 Consultant/Vendor 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 any employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Consultant/Vendor agrees to list all employment openings, which exist at the time of the execution of this Agreement and those which occur during the performance of this Agreement, including those not generated by this Agreement and including those occurring at an establishment of the Consultant/Vendor other than the one wherein the services and activities funded under this Agreement are 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.

c. 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 Consultant/Vendor 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 Consultant/Vendor 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, (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 USC 1787. The Consultant/Vendor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Agreement identifying data for each hiring location. The Consultant/Vendor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the Agreement, 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 opening, recruitment and placement.

e. Whenever the Consultant/Vendor 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 Consultant/Vendor 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 Consultant/Vendor may advise the State system when it is no longer bound by this Agreement clause.

f. This clause does not apply to the listing of employment openings which occur and are filed 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 apply to openings which the Consultant/Vendor 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 Consultant/Vendor'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, the Commonwealth of Puerto Rico, and the Virgin Islands.

(3) "Positions that will be filled from with the Consultant/Vendor's organization" means employment openings for which no consideration will be given to persons outside the Consultant/Vendor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Consultant/Vendor proposed 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 Consultant/Vendor proposes to fill pursuant to a customary and traditional employer union hiring arrangement" means employment openings which the Consultant/Vendor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Consultant/Vendor and representatives of his employees.

i. The Consultant/Vendor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issues pursuant to the Act.

j. In the event of the Consultant/Vendor'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 Consultant/Vendor 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 Consultant/Vendor'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 Consultant/Vendor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Consultant/Vendor 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 Consultant/Vendor will include the provisions of this clause substituting the word "SubContractor/Vendor" for "Consultant/Vendor" 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/Vendor or vendor. The Consultant/Vendor 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.

11. **Opportunities for Residents.** In all work made possible or resulting from this Contract affirmative action will be taken to ensure that residents of the area are given maximum opportunity for training and employment and that business concerns located in or owned in substantial part by residents of the area are to the greatest extent feasible, awarded contracts.

12. **Equal Opportunity:** During the performance of the Contract, the Consultant/Vendor agrees as follows:

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

   b. The Consultant/Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant/Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, age, marital status, familial or mental or physical handicap.

   c. The Consultant/Vendor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant/Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
d. The Consultant/Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by DHUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

e. The Consultant/Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by DHUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Consultant/Vendor's non-compliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders this Contract may be cancelled, terminated, or suspended in whole or in part and the Consultant/Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The Consultant/Vendor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through F above and paragraph H through P below in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issues pursuant to section 204 of Executive Order 11246 of September 24 1965, so that such provisions will be binding upon each subContractor/Vendor or vendor. The Consultant/Vendor will take such action with respect to any subcontract or purchase order as DHUD may direct as a means of enforcing such provision, including sanctions for noncompliance: provided however, that in the event a Consultant/Vendor becomes involved in, or is threatened with, litigation with a subContractor/Vendor or vendor as a result of such direction by DHUD, the Consultant/Vendor may request the United States to enter into such litigation to protect the interest of the United States.

h. Non-Segregated Facilities. The Consultant/Vendor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The Consultant/Vendor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks,
rooms and storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, sex, religion, color or national origin, marital status, familial status, age, mental or physical handicap, because of habit, local custom, or otherwise.

i. **Davis-Bacon Act.** N/A

j. **Compliance with Copeland Regulations (29 CFR Part 3).** The Consultant/Vendor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

k. **Subcontracts.** The Consultant/Vendor will insert in any subcontracts the clauses contained in 29 CFR 5.5 (a) (1) through (5) and (7) and such other clauses as DHUD may by appropriate instruction require, and also a clause requiring subContractor/Vendors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

l. **Contract termination; debarment.** A breach of paragraphs (a) through (k) may be grounds for termination of the Contract, and for debarment as provided in 29 CFR

13. **POLITICAL ACTIVITY PROHIBITED.** None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

14. **LOBBYING PROHIBITED.** None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the congress. The Consultant/Vendor certifies, to the best of their knowledge and belief that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant/Vendor to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperating Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative Contract.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee
of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, the Consultant/Vendor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The Consultant/Vendor shall require that the language of this certification be included in the award documents for all subcontracts under this contract.

15. **ENVIRONMENTAL COMPLIANCE - THE CLEAN AIR ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE ENVIRONMENTAL PROTECTION AGENCY** Notwithstanding any other provision, the Consultant/Vendor agrees to comply with the Clean Air Act, as amended (42 U.S.C. 1857 et. seq.), the Federal Water Pollution Control Act, as amended 33 USC 1251 et seq, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time and the standards issued pursuant thereto, in the fulfillment of services under this Contract. Further the Consultant/Vendor agrees to insert in any contract or subcontract in excess of $100,000 the following certifications:

During the performance of this contract, the Consultant/Vendor agrees as follows:

a. The Consultant/Vendor 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.

b. The Consultant/Vendor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1958 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 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 hereunder.

c. The Consultant/Vendor 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.

d. The Consultant/Vendor agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subContractor/Vendor to take such action as the Government may direct as a means of enforcing such provisions.

16. **PROHIBITION OF AND ELIMINATION OF LEAD-BASED PAINT HAZARD.**
17. **FEMALE AND MINORITY PARTICIPATION CONSTRUCTION PROJECTS.** – N/A

18. **MINORITY AND WOMEN OWNED BUSINESSES.** – The Consultant/Vendor agrees to take all necessary affirmative steps to ensure that businesses owned by women and minorities and labor surplus firms are used when possible during the performance of this Contract. Such affirmative steps shall be taken in accordance with 24 CFR 85.36(e)(2)(i-v).

19. **ARCHITECTURAL BARRIERS ACT. (P.L. 90-480), 42 U.S.C. 4151 as amended,** N/A

20. **SECTIONS 503 & 504 OF THE REHABILITATION ACT OF 1973.** As amended, provides that no otherwise qualified handicapped individual shall, solely by reasons of his or her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

21. **THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (P.L. 90-190); THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (80 Stat 915, 116 USC 470); and E.O. NO. 11593 of MAY 31, 1971 as specified in 24 CFR 58.** – N/A

22. **THE ENERGY POLICY AND CONSERVATION ACT - P.L. 94-163 AND NH STATE ENERGY CODE (RSA 115-D).**

23. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

24. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States shall, on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

25. **THE AGE DISCRIMINATION ACT OF 1975 (42 USC 6101, ET SEQ).** As amended, provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination - under any program or activity receiving federal financial assistance.

26. **NONDISCRIMINATION.** Title VI of the Civil Rights Act of 1974 (PL 88-352), as amended, (42 USC 2000 d) the Fair Housing Act of 1968 (PL 90-284), Executive Orders 11063 and 12259, and the requirements imposed by the Regulations of the Department of
Housing and Urban Development (CFR 107 and 24 CFR 570.496) issued pursuant to that Title.

27. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

The Consultant/Vendor shall cause the applicable provisions of this Section of the General Provisions to be inserted in all subcontracts for any work or Project Activities covered by this contract so that the provisions will be binding on each subContractor/Vendor; provided, however, that the foregoing provisions shall not apply to contracts for standard commercial supplies or raw materials. The Consultant/Vendor shall take such action with respect to any subcontract as the Consultant/Vendor, or where applicable, the United States, may direct as a means of enforcing such provisions, including sanctions for noncompliance.