



**REQUEST FOR PROPOSAL (RFP)**

**LIFT REPLACEMENT**

**EASTERSEALS NEW HAMPSHIRE**

**LIFT REPLACEMENT PROJECT**

435 South Main Street

Manchester, NH

April 1, 2026

## SECTION 1: PROJECT TEAM



*NOTE: All correspondence, questions, and communication must be in writing to Scalora Consulting Group only. Any other attempts at communication, other than with the parties outlined above is grounds for bid disqualification. Please present questions in written form only via email at [kmynhier@scaloracg.com](mailto:kmynhier@scaloracg.com).*

## SECTION 2: REQUEST FOR PROPOSAL

April 1 , 2026

Project: Lift Replacement Project

RE: Request for Proposal (RFP) for Lift Replacement

On behalf of Easterseals NH, thank you for your interest in submitting a proposal. As previously noted, Easterseals NH will directly hold the contract for the work and will have all legally binding authority on this project. Scalora Consulting Group will be responsible for advising Easterseals NH throughout the design and construction process.

Further, all questions related to this RFP are to be requested of Easterseals NH's Representative, Scalora Consulting Group, via email.

### B. CLIENT BACKGROUND

Since 1936, **Easterseals New Hampshire** has been committed to redefining what's possible for people of all abilities. Every day, they deliver high-quality services that create meaningful opportunities, foster independence, and make a lasting, positive impact on the lives of individuals, families, and communities across the state.

Their comprehensive services span the lifespan and include early childhood centers of excellence; camping and recreation; vocational and employment supports; senior services; substance use treatment and behavioral health care; adult day and community-based programs; residential and educational services; individualized service options; transportation; and specialized supports for Veterans.

### C. PROJECT OBJECTIVES & DESCRIPTION

The lift located at the Early Childhood Centers of Excellence in Manchester, NH, has reached its end of life and needs a replacement. The goal of the project is to replace the existing lift in kind, without structural or architectural modifications.

An initial code review has been completed with no concerns being raised regarding replacement in kind. There is not expected fire suppression or architectural work expected, if we can work within the existing footprint.

The current lift is powered by a circuit located within a building subpanel close to the top level of the lift. There is not currently a disconnect on site, we are aware one needs to be added. This will be performed under a separate contract. If any additional electrical work is required to install your proposed product we need that work to be clarified and discussed prior to award.

The procurement of the lift is being funded by a CDBG (Community Development Block Grant) and needs to be ordered with payment in process prior to the end of May. In order to comply with the guidelines of

the CDBG funding, the equipment needs to be BABA certified, installation will follow Davis Bacon wage rates, including certified payroll. Section 3 requirements for HUD financing will also apply as well as federal guidelines attached to the RFP. Reference the Exhibit documents for full standards.

The awarded contractor will be required to include a breakdown of cost within the attachment section (Reference Section G of the RFP), which includes:

- 1) Price to purchase the platform lift
- 2) Installation of the platform lift
- 3) Storage of the platform lift from the time of order to the beginning. (Estimated to be from May through July)

#### **D. PROJECT SCHEDULE & TIMELINE**

The current schedule proposed is as follows:

1. **Site visit: April 7<sup>th</sup> from 9-10am or by appointment**
2. **Bids Due: April 17<sup>th</sup> (Hardcopy only)**
  - a. **Public Bid Opening at 3pm (bidders are not required to attend bid opening)**
3. Lift Shop Drawings Approved by on or about 05/18/2026
4. Enabling work on or about 06/15/2026
5. Construction Completed 07/31/2026

#### **E. WAIVER OF COSTS**

Easterseals NH appreciates your taking the time to prepare your proposals pursuant to this RFP. Bidder understands that Easterseals NH and Scalora Consulting Group have no obligation to reimburse any costs associated with the development and presentation of a response to this RFP and these costs shall not be chargeable in any manner to Easterseals NH or Scalora Consulting Group. Materials submitted in response to this RFP will become the property of Easterseals NH and shall be returned only at the option of Easterseals NH.

#### **F. IMPLIED OFFER TO DO BUSINESS**

This RFP is not an offer to contract. Acceptance of Proposal Package neither commits Easterseals NH to award a contract to any bidder, even if all requirements stated in this RFP are provided, nor limits Easterseals NH's right to negotiate in its best interest. Easterseals NH reserves the right to contract with a Bidder for reasons other than lowest cost.

#### **G. PROPOSAL PACKAGE FORMAT**

Submissions must be outlined as follows (please use the format of questions below as the basis of your RFP Submission).

##### **1. Title Page**

The title page should clearly state your company name, contact name and email, mailing address, and telephone number.

## 2. Administrative Complaints and Lawsuits

Describe any administrative complaints, charges, and or lawsuits in which your company may have been involved as a defendant in the past five years. For any unresolved items, provide and attach a copy of the applicable complaint or notice of violation. Companies must not be on the federal disbarment list.

## 3. Contract Acceptance

The sample contract provided will be updated to reflect the most current AIA 105 Shortform revisions, however, most modifications that have been made to the document will remain. Acceptance of contract shall be stated in writing as a part of the RFP response

## 4. Team Background & Project Approach

Provide a brief history on similar building types or projects, and other qualifications that distinguish your firm and allow you to stand out compared to other in the market relative to this scope of proposed work. Our team would like your firm to provide the following services:

- Removal and Disposal of existing lift
- Furnish and Installation of the New Lift
- Electrical modifications requirements
- Coordination of Inspections with state/city

## 5. Safety

Please provide whether your firm has had any OSHA Violations over the last two years.

## 6. Organization and Staffing

Within this section provide a Proposed Team Organizational Chart

## 7. Schedule

- A. Provide a brief narrative to describe a preliminary schedule approach for the project. Include the following milestones:
- a. Estimated Shop Drawing Period
  - b. Estimated Lead Time after approval
  - c. Estimated Installation Duration
- B. Alternate schedule approach, should the outlined approach not be feasible, what would be your proposed project schedule.

## 8. Attachments

- A. Product Sheets: Include product package showing the lifts that your company is able to provide without modifying the existing building columns/infrastructure.
- a. If you do not have a product that would fit without modifying the existing building, please submit a product and price that would keep modifications to a minimum.
- B. Compensation: Provide a cost proposal for lift replacement, including removal and disposal of the existing lift.

## H. SELECTION PROCESS

Any questions or details regarding the response to the proposals should be coordinated through **Kristi Mynhier**, telephone 781-825-5529, or email at [kmynhier@scaloracg.com](mailto:kmynhier@scaloracg.com). All questions relating to this RFP should be sent via e-mail, and they will be responded to in a timely fashion and sent to all companies proposing on this RFP. Proposals must be sent by mail or delivered in person in a sealed envelope. Please do not contact Easterseals NH or other team personnel directly.

The schedule for submission and the procedure for selecting a bidders list for the RFP will be per the dates highlighted below:

- A. One (1) hard copy, addressed to Chris Wellington, Easterseals New Hampshire by 04/17/2026. Submit to 555 Auburn St, Manchester NH 03103. Bidder may also drop off their bids at 555 Auburn St prior to bid opening.
- B. Bids will be opened at 555 Auburn St, Manchester NH 03103 at 3pm on 4/17/2026. Bids that are received after 3:00pm EST on 4/17/2026 can not be accepted.

The Proposal Package opening shall be public. The basis for selection will include, but not limited to:

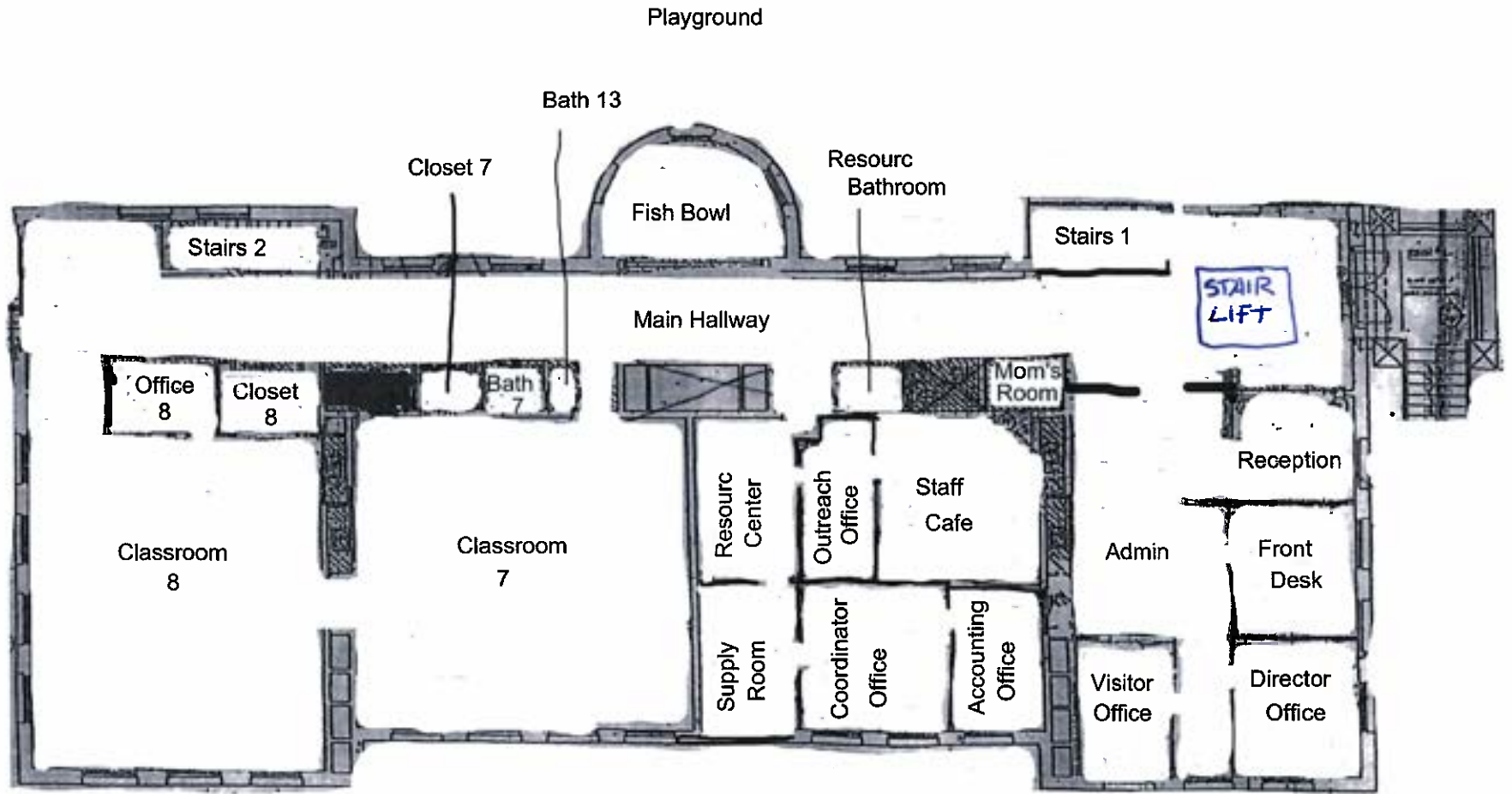
- Product Leadtime
- Product Cost
- Team Experience

## EXHIBIT A – SUPPLEMENTAL DOCUMENTS

- A. Existing Floorplan
- B. Code Report
- C. Existing Site Photos
- D. Proposed Contract
- E. Section 3 & Federal Requirements
- F. Public Notice

435 South Main

1st Floor



A Street



## INDEPENDENT CODE STUDY

Easterseals – 435 South Main Street – Manchester, NH

Client:	Scalora Consulting Group 11 Cordaville Road Ashland, MA 01721	Date:	3/18/2026
		SFC Engineering Contact:	Gabriel Bitzer, P.E. Fire Protection Engineer

### BACKGROUND

At the request of Scalora Consulting (Client), SFC Engineering Partnership, Inc. (SFC) performed an independent code study of the proposed work for the existing Easterseals Facility located at 435 South Main Street in Manchester, NH. The proposed scope of work is limited to the replacement of an existing platform lift located within the building and additional coordination work as needed for facilitating the replacement.

SFC's study included a visual site observations conducted by SFC staff, review of available design documentation and existing documentation provided by the Scalora Group, and evaluation of the proposed scope relative to applicable codes and standards adopted by the State of New Hampshire and enforced by the Authority Having Jurisdiction (AHJ).

The intent of this study is to provide the Client with an independent, engineering-based scoping assessment of the major code considerations associated with the proposed scope of work.

### Review Basis / Codes Evaluated

This evaluation is limited to the fire protection and life safety aspects of the NH State Building Code and NH State Fire Code and the following adopted standards, as applicable to the platform lift only:

- IEBC 2021, International Existing Building Code with NH Amendments
- IBC 2021, International Building Code
- NFPA 1, Fire Code
- NFPA 101, Life Safety Code
- NFPA 70 (2023), National Electric Code with NH Amendments (interface review only)

### Items Included in the Review

Consistent with the proposal, SFC's scope was limited to the following items as they relate to the proposed scope and associated building elements:

- Addressing alteration classification and potential upgrade triggers
- Addressing level of compliance required for accessibility required by the level of alteration
- Addressing need for service disconnect at new lift

### Items Specifically Excluded

The following items are specifically excluded from this third-party review:

- Structural engineering review or certification, including structural adequacy of supports/building construction
- Mechanical system design, including equipment selection, and performance testing
- Comprehensive building/site code compliance review not directly related to the lift (i.e., egress analysis, sprinkler coverage, fire alarm coverage, etc.).

- Preparation of design drawings, specifications, stamped engineering documents, fire alarm design, sprinkler hydraulic calculations, or construction administration services unless separately authorized in writing by the Client

## BUILDING SUMMARY

Based on site observations and Client and facility staff, the facility is understood to be an educational and business occupancy which provides services for students with learning or health issues. The proposed scope of work includes the replacement in kind of the existing lift located within the main entrance of the building.

The lift has three stops which include the ground floor, an intermediate floor located near the school offices, and the second floor which includes access to more classroom spaces and offices. The lift is located within the building's main entrance lobby that is accessed via the parking lot. The lift is provided with unrated glass with metal framing at each stop and along the lift's track.

The building's entrance includes a sloped ramp leading directly to the parking lot which SFC has assumed serves as the building's accessible route/entrance. It is SFC's understanding that the lift is the only accessible means of reaching the other floors within the building. The two-story lobby containing the existing stairwell and lift is open to both floors of the building. The doors separating the lobby from the remainder of the building were noted to be 90-minute hold-opens. For the purposes of this review, SFC has assumed that the lift is considered to be a *platform lift* rather than a LULA or commercial elevator. This assumption is based on the existing configuration of the shaft, components of the lift, and the existing controls present on the lift. SFC did not review the entire building egress system for suitability of the lift in its existing location.

## SCOPE OF WORK - EVALUATION

The proposed lift will maintain the current level of functionality, serve the same number of stories, and include more communication features within the car itself. No reconfiguration of space is proposed as part of the work and the project's intent would be to maintain the existing dimensions of the shaft.

Per IEBC Section 602.1, the scope of work is considered to be a Level 1 Alteration which is defined as:

*Level 1 alterations include the removal and replacement or the covering of existing materials, elements, equipment or fixtures using new materials, elements, equipment or fixtures that serve the same purpose.*

In general, Level 1 Alterations require that the work involved does not reduce the existing level of compliance or create non-compliant conditions. All newly installed components or systems must meet the requirements of the IBC (IEBC §702.7). No additional requirements are established in IEBC Chapter 7 for accessibility, elevators, or lifts for a Level 1 Alteration. As the proposed lift will maintain the current conditions, this would not constitute a reduction in compliance.

Where accessible means of egress or elements are affected in existing buildings as part of an alteration, compliance with IEBC Section 306.7 is also required. Per IEBC Section 306.7.1, an alteration that affects accessibility to, or contains an area of primary function, must be provided with an accessible route. For this occupancy, the location of the lift would be part of the primary function area as it includes the office for guest and student check-in. However, Exception 4 to this section does not require that alterations being undertaken with the primary purpose of increasing accessibility be required to comply with primary function access requirements.

It is SFC's understanding that the new lift will have additional communication features and components to consistent with current accessibility requirements. Additionally, platform lifts installed in accordance with ASME A18.1 are permitted to be a component of an accessible route per IEBC Section 306.7.8. As such, no further accessibility

upgrades would be necessary for the proposed scope of work as the accessible route is maintained via a lift and there is no reduction in accessibility.

Work is classified as a Renovation by the NH State fire code (NFPA 101 §43.2.2.1.2). Per NFPA 101 new work is permitted to meet the requirements of the code applicable to existing buildings (NFPA 101 §43.4.1.3). Therefore, no additional fire code requirements are applicable for the replacement of the lift.

## **ELECTRICAL DISCONNECT - EVALUATION**

For the electrical disconnects, the requirements are established by NFPA 70 (NEC) Section 620.51. A single means for disconnecting all ungrounded main power supply conductors for platform lifts must be provided and be designed so that no pole can be operated independently.

No service disconnect was observed at the platform lift. Therefore, an NEC-compliant service disconnect must be provided. The disconnecting must be located where it is readily accessible to qualified persons. For platform lifts, the disconnecting means must be located within sight of the motor controller. It must be provided with a sign to identify the location of the supply side overcurrent protective device.

## **END OF REPORT**

**Exhibit C:**

- Pictures of Existing Stairlift



**Easterseals New Hampshire, Inc.**

555 Auburn Street • Manchester, NH 03103 • 603.623.8863 • [easterseals.com/nh](http://easterseals.com/nh)



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**AGREEMENT**

Easterseals New Hampshire

Agreement made this        day of [XXXX], [XXXX] by and between:

**“Owner”:**

Phone:  
Email:  
Contact:

**“Consultant”:**

Phone:  
Email:  
Contact:

**Project:**                    Easterseals New Hampshire – Platform Lift Replacement

**Scope of Work:** The Consultant shall provide Platform Lift services for the project known as “Lift Replacement Proeject” as more particularly described in Exhibit 1 attached hereto (the “Services”). f

**Fee:** The Consultant shall be compensated in accordance with a fixed lump sum cost of \$\_\_\_\_\_.

**Owner’s Representative:** The Owner’s shall be represented on the project by Easterseals New Hampshire with support from Scalora Consulting Group.

**WHEREAS**, the Consultant, has visited and familiarized itself with the Site and has reviewed the Scope of Work attached as Exhibit 1 and having familiarized itself with the Project, the Owner, Scalora Consulting Group (SCG), the Scope of Work, the Site and the requirements of the Owner, is desirous of entering into an Agreement with the Owner for the performance of the Services in accordance with the terms and conditions of this Agreement.

**WITNESSETH** that the Owner and the Consultant for the consideration hereinafter named agree as follows:

**1. Services to be Provided.**

1.1 The Consultant represents and warrants that it is licensed, experienced and skilled in the performance of services of a magnitude and complexity comparable to the Services and that it will furnish and complete the Services in accordance with the provisions of this Agreement.

1.2 The Consultant accepts the relationship of trust and confidence established with the Owner by this Agreement and covenants with the Owner to cooperate with the Owner, SCG and with the Project Team (as established by the Owner for the Project) and to use the Consultant's best skill, effort and judgment in furthering the interests of the Owner in respect of the Project.

1.3 The Services and the Consultant's performance of its obligations under this Agreement must comply with all applicable federal and local laws, codes, permits and authorizations, the instructions of the Owner and with the requirements of this Agreement.

1.4 The Consultant shall be solely responsible for the performance of the Services. The Consultant shall be responsible for the acts and omissions and for the conduct of all of its employees and for all other persons and entities performing Services for an on behalf of the Consultant.

1.5 The Consultant shall perform the Services and its obligations under this Agreement with its most diligent efforts and consistent with the best practices and professional skill and care ordinarily provided by first class Consultants working on projects of a comparable size, nature, standards of quality and complexity, where such obligations and services are being performed under the same or similar circumstances (the "Standard of Care"). Nothing in this Agreement shall be interpreted in such a way as to impose a lower standard of care upon the Consultant other than the standard of care set out in this Article 1.5

1.6 All Services shall be performed using the Consultant's own forces, which in all cases shall be appropriately qualified, trained and licensed individuals. All individuals employed by the Consultant for the performance of the Services shall be employees of the Consultant and shall not be considered or hold themselves out to be employees of the Owner.

1.7 The Owner may require the Consultant to perform services outside of the Scope of the Work ("Additional Services") at any time following the execution of the Agreement, without invalidating the Agreement. Such Additional Services shall be performed by the Consultant in accordance with the Standard of Care. The Consultant shall be compensated for the performance of any Additional Services in accordance with the provisions of Article 6.3 below.

1.8 The Consultant shall perform the Services so as to achieve an efficient and organized permitting and construction process.

1.9 The Consultant acknowledges that notwithstanding any in-house Consulting expertise which the Owner has or to which the Owner may have access, the Owner is not and will not rely on such in-house expertise but is and will rely solely on the Consultant's expertise of the Consultant for the Services.

1.10 The Consultant shall provide any information required from it in a timely manner.

1.11 The intent of this Agreement is to include all items necessary for the proper execution of the Services. Items omitted from the Scope of Work shall be included within the scope of the Agreement if they are required by applicable law, regulation, or code, if they are reasonably inferable from the intent of the Agreement, or if they are necessary to produce the intended results.

1.12 The Consultant agrees to physically attend all meetings required by the Owner and/or by SCG.

1.13 The Consultant shall promptly re-issue at no cost to the Owner portions of or all of the documents prepared by the Consultant (the "Consultant Documents") if (i) necessary to correct errors or omissions found prior to or during the course of the design process, (ii) necessary due to failure to follow the instructions of the Owner and/or any authority having jurisdiction over the Project during any phase of Services or the construction of the Project, (iii) necessary due to Consultant's failure to comply with the terms of this Agreement, or (iv) necessary to comply with applicable law. The Consultant shall also be responsible for and shall indemnify the Owner for all additional costs incurred by the Owner, including additional construction and consultants' costs, as a result of such errors and/or omissions and the additional time and/or work made necessary as a result of such errors and omissions and the Consultant's subsequent correction of the Consultant's Documents.

1.14 The Consultant may have commenced the performance of the Services prior to the execution of this Agreement. It is the intention of the Parties that all Services shall be subject to the provisions of this Agreement, regardless of when such Services are actually performed.

**2. Timing of the Performance of the Services.**

2.1 The Consultant shall perform the Services as is consistent with the Standard of Care set out in Article 1.5 above, with the orderly progress of the Project, in accordance with the Project Schedule attached hereto as Exhibit 3, and in accordance with any subsequent updates or revisions to the Project Schedule. The parties agree that time is of the essence with respect to this Agreement and the performance of the Services.

2.2 The Consultant agrees to and will at all times provide adequate numbers of fully trained, qualified and licensed employees and adequate resources and to complete the Services in accordance with the dates and milestones identified in the Project Schedule and with the Owner's requirements.

Owner:

Dated:

\_\_\_\_\_  
Consultant's Signature

2.3 In the event that the Consultant's performance of the Services is delayed for any cause, the Consultant shall immediately notify the Owner and SCG in writing. Such written notice shall include a detailed description of the cause of the delay, a good faith estimate of the effect of such a delay upon the Project Schedule and identification of the action(s) which the Consultant can take to mitigate or eliminate such delay, including the estimated cost of such action. The Owner and the Consultant shall agree on the action to be taken by the Consultant and the additional compensation, if any, to be paid to the Consultant in respect thereof. In the event that the Owner and the Consultant cannot agree on the compensation due to the Consultant for action taken to mitigate and/or eliminate delay, the Consultant shall nevertheless proceed with the agreed upon or the Owner-directed course of action and the parties shall resolve any dispute in accordance with the provisions of Articles 11 and 12 below.

2.4 In the event that the Consultant fails to perform the Services and/or its obligations under this Agreement in accordance with the provisions of this Agreement, the Scope of Work, the Project Schedule or the Owner's requirements, The Owner may either (i) require that the Consultant provide reasonable evidence that the Services can be performed by the Consultant in accordance with the provisions of this Agreement, the Scope of Work, the Project Schedule and/or the Owner's requirements or (ii) terminate this Agreement in accordance with the provisions of Article 9 below. If the Consultant fails to provide evidence satisfactory to the Owner, in the Owner's sole discretion, that the Services will be performed in accordance with the provisions of this Agreement, the Scope of Work, and/or the Owner's requirements and/or the Project Schedule, the Owner may require the Consultant to provide additional evidence to the Owner that the Consultant has employed and dedicated to the Project a sufficient number of individuals who are licensed and qualified to perform the Services and/or that the Consultant has sufficient resources to perform and complete its obligations under this Agreement, in accordance with the Scope of Work, the Project Schedule, the Owner's requirements and with the provisions of this Agreement.

### 3. Copyrights and Licenses.

3.1 Intellectual property rights to drawings, specifications, and requirements, tangible or intangible, furnished by Owner to Consultant ("Owner Materials"), including copyright rights, patents, and patent applications, shall belong solely and exclusively to the Owner or to the Owner's licensors. The Owner hereby grants to the Consultant a non-exclusive license to reproduce and use the Owner Materials, as well as the Consultant's Documents described in Article 7.5 below, solely in connection with the Project.

3.2 Upon execution of this Agreement, the Consultant grants to the Owner an irrevocable license to use its Consultant's Documents solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project. The Consultant shall obtain similar irrevocable licenses from its consultants consistent with this Agreement. The license granted

under this section permits the Owner to authorize the contractor or a construction manager and any of their subcontractors, sub-subcontractors, and material or equipment suppliers, as well as any of the Owner's consultants and separate contractors, to reproduce applicable portions of such Consultant's Documents solely and exclusively for use in performing services or construction for the Project.

3.3 The provisions of this Article 7 shall survive the expiration and/or termination of this Agreement.

### 4. Insurance.

4.1 The Consultant shall have submitted to the Owner prior to the execution of this Agreement copies of insurance certificates evidencing commercial general liability and worker's compensation required by the Owner to be carried by the Consultant under this Agreement. Copies of such insurance certificates are attached hereto as Exhibit 4. Following approval of such insurance by the Owner, the Consultant shall maintain both the levels and types of insurance for the duration of this Agreement.

4.2 The Consultant hereby represents and warrants that all insurance required to be carried by it under this Agreement are and will be written on an occurrence form and that such coverages will not be canceled, non-renewed or materially changed through endorsement or through other policies of insurance without thirty (30) days' advanced written notice to the Owner.

4.3 All insurance required under this Agreement shall be issued by companies with an A.M. Best rating of A-8 or better. Coverage for the Additional Insureds (as defined below) shall apply on a priority and non-contributory basis irrespective of any other insurance, whether collective or not. All policies (except professional liability) shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds.

4.4 The Owner, its affiliates, SCG and their respective owners, directors, officers, employees, agents, representatives and any direct or indirect subsidiaries, successors and assigns shall be named as "Additional Insureds" on all policies.

4.5 The Consultant waives all rights against the Owner, its affiliates, SCG and their respective agents, representatives, owners, officers, directors, employees and any direct or indirect subsidiaries, successors and assigns for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements as stated in the Insurance Requirements set out in Exhibit 4.

### 5. Indemnification.

5.1 To the fullest extent permitted by law, the Consultant at its own expense shall defend, indemnify and hold harmless the Owner, its affiliates, SCG and their respective owners, directors, officers, agents, representatives, employees, and any direct or indirect subsidiaries, successors and assigns, and each of them

(the "Indemnified Parties") from and against any claims, actions, proceedings, liabilities, losses, damages, costs and expenses, including reasonable legal fees, which the Indemnified Parties may sustain by reason of any bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), misconduct or any wrongful or negligent act or omission of the Consultant, its owners, consultants, officers, agents, employees, or subconsultants arising out of the Services hereunder or arising out of or resulting from the Consultant's failure to comply with the terms of this Agreement, including but not limited to the Consultant's failure to perform the Services in accordance with the Standard of Care. This indemnity and hold harmless obligation shall survive the expiration or termination of this Agreement.

5.2 In the event of a claim by a third party for which an Indemnified Party seeks indemnification hereunder, the Owner or its legal representative shall promptly notify the Consultant in writing of any such claim and forward all related documents to the Consultant. The Indemnified Party shall then defend the case at the Consultant's sole expense. The Indemnified Party shall have sole and exclusive control of the defense of any such claim, provided that the Consultant and its counsel shall have the right, at their expense, to participate in the defense of the claim. The Consultant shall pay to such Indemnified Party any and all damages and expenses, including attorney's fees, incurred and the amounts paid in settlement or to satisfy the judgment.

## 6. The Owner's Rights and Responsibilities.

6.1 The Owner is relying on the Consultant to exercise the Standard of Care in connection with the performance of the Services. Notwithstanding anything else set forth herein, any "approval" or "consent" by the Owner in the context of the design of the Project and/or the performance of the Services means only approval of programmatic and/or aesthetic design intent.

6.2 The Owner's Representative for the Project shall be [\_\_\_\_\_]. Mr. [\_\_\_\_\_] is authorized to act on the Owner's behalf with respect to the Project.

6.3 The Owner may withhold any payment due to the Consultant in whole or in part, to the extent reasonably necessary for the Owner's protection, which shall be assessed in the Owner's sole judgment.

6.4 The Owner may suspend the Project and/or the Services at any time, with or without cause.

## 7. Fee.

7.1 The Owner agrees to compensate the Consultant for the performance of all Services performed, furnished, and provided by the Consultant under this Agreement at a lump sum of \$XXXXX]. Such payments are to be made in the manner and at the time hereinafter provided below.

7.2 Prior to performing any Additional Services, the Consultant shall notify the Owner in writing of the fact that the Consultant considers that it is being requested to perform services outside of the Scope of Work, as set out in Exhibit 1 and as interpreted by the provision of Article 1.11 above ("Additional Services"). The Consultant shall not be entitled to payment for any work not identified in the Scope of Work attached as Exhibit 1, as interpreted by the provisions of Article 1.11 above, unless it shall first have notified the Owner in writing and the Owner has approved such Additional Services in writing. Failure of the Consultant to comply with the notice requirements set out in this Article 6.2 shall constitute a waiver by the Consultant to any right or entitlement which it may have had, under this Agreement or in equity to additional payment for such work.

7.3 In the event the Consultant is directed by the Owner in writing to perform Additional Services, such Additional Services shall also be compensated at the rates shown in Exhibit 2.

7.4 No partial payment, or certificate thereof, shall constitute the acceptance or approval by the Owner of the Services for which the partial payment is made. No partial payment shall constitute a waiver by the Owner of any right to require fulfillment of the entire scope of this Agreement. Neither the final payment nor any partial payment, nor any certificate for either, shall constitute acceptance by the Owner of improperly performed work nor of any element of the Consultant's performance determined to be at variance with this Agreement.

7.5 The Consultant shall submit an invoice to the Owner by the last day of each calendar month. The Consultant's invoice shall show the number of hours worked in the preceding month and shall be accompanied by such additional information as may be required by the Owner. Payments are due and payable no later than Thirty (30) days from the date of the Owner's receipt of the Consultant's invoice.

## 8. Claims of the Consultant.

8.1 The Consultant shall have no claim for extra or additional compensation or for any damage allegedly sustained or for any changes or modifications to the Services other than an entitlement to additional payment, at the Hourly Rates set out in Exhibit 2, provided always that such additional work has been pre-approved by the Owner in writing as described above in Article 6.2 above.

8.2 Notwithstanding the foregoing, the acceptance by the Consultant of any payment hereunder shall operate as a waiver and release of its rights to receive or make claim for additional compensation for any work, labor, or materials, performed or furnished by it prior to the date of acceptance of said payment.

8.3 Neither the Owner, SCG nor any officer, owner, director, representative, consultant, employee or agent of any of them shall be personally liable to the Consultant under the terms or provisions of this Agreement or under any other legal theory for the Owner's payment obligations or otherwise, or because of any breach hereof by the Owner, the Consultant agreeing to look

solely to the assets of the Owner for the satisfaction of any liability of the Owner under this Agreement. In no event shall the Owner be liable to the Consultant except for payment for the Services pursuant to the terms of this Agreement. Neither the Owner nor any of the entities identified above shall ever be liable to the Consultant for indirect or consequential damages.

## **9. Assignment.**

9.1 Neither this Agreement nor any of the funds due or becoming due hereunder may be assigned or sublet by the Consultant without the prior written consent of the Owner.

9.2 The Owner may assign this Agreement at its sole discretion. The Consultant hereby consents to such assignment and agrees to be bound to the assignee, by the terms of this Agreement.

## **10. Owner's Remedies.**

10.1 The Consultant stipulates and agrees that each of the agreements and covenants herein contained, and by it made, constitutes a material condition of this Agreement. In the event of any breach by the Consultant of any condition of this Agreement herein incorporated by reference, then, and in that event, the Owner may:

10.2 Deduct from any payment otherwise due or becoming due all sums chargeable to Consultant and damages due from said breach; and

10.3 Terminate the Agreement for default in the following manner: the Owner shall give to the Consultant written notice of the breach or breaches, and, unless said breach or breaches are cured within forty-eight (48) hours from the date of the notice, the Agreement shall be deemed terminated for default.

10.4 If the termination for default is determined to be unjustified then such termination shall be deemed a termination for convenience pursuant to Article 11.

10.5 In the event that the Owner and/or SCG is a party to any legal proceeding on account of any acts, omissions or conduct of the Consultant, the Consultant agrees to pay the Owner and/or SCG all expenses including attorneys' fees and expenses incurred in connection with the legal proceeding and any damages assessed against the Owner and/or SCG as a result of the Consultant's acts, omissions or conduct.

## **11. Termination for Convenience.**

11.1 The Owner may notify the Consultant to discontinue or terminate all Services or any part of the Services for convenience. Such notice shall be given to the Consultant in writing, and, thereupon, the Consultant shall discontinue the Services or such part thereof as the Owner so designates.

11.2 If the Owner notifies the Consultant to discontinue all Services, or any part hereof, the Owner shall pay, and the

Consultant shall accept as full payment for all Services performed by the Consultant, payment for the Services performed together with any actual reasonable expenses incurred by the Consultant as a result of the termination of this Agreement.

11.3 The Consultant shall not be paid, and neither the Consultant nor any entity claiming through the Consultant, shall have any claim for loss of anticipated profits, for loss of expected reimbursement, or for any increased expenses resulting directly or indirectly from the discontinuance of any or all work.

## **12. Dispute Resolution.**

12.1 The Owner and the Consultant agree that for all disputes under this Agreement, responsible persons selected by each party will meet together and use good faith efforts (including exchange of all necessary documentation) to resolve the issue between them within fifteen (15) days of the written request of either party. The parties further agree that, as a condition precedent to instituting arbitration proceedings against each other, if required by the Owner, they shall participate in non-binding mediation in Boston, Massachusetts pursuant to the Mediation Rules of the American Arbitration Association. Where mediation of a dispute is required by the Owner, such mediation shall be a condition precedent to the commencement of arbitration proceedings.

12.2 Any claim, dispute or other matter arising out of or related to this Agreement, subject to but not resolved by Mediation, shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to all parties of this Agreement, and filed with the person or entity administering the arbitration.

## **13. Arbitration**

13.1 A demand for arbitration shall not be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

13.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

13.3 Any arbitration which takes place in accordance with this Article 13 shall be held in Boston, unless another location is mutually agreed upon.

13.4 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

13.5 The Owner, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (i) the arbitration agreement governing the other arbitration permits consolidation, (ii) the arbitrations to be consolidated substantially involve common questions of law or fact and (iii) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

13.6 The Owner, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

13.7 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Article 13, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

**14. Confidentiality.**

14.1 The Services performed by the Consultant under this Agreement may not be used in any promotional or marketing materials and shall be kept strictly confidential by Consultant and all of its consultants and subconsultants (of all tiers) working on the Project.

14.2 The Consultant shall maintain as confidential and shall not disclose, copy, or use for purposes other than the performance of this Agreement, any Confidential Information of the Owner and agrees to protect the Owner's Confidential Information with the same degree of care a prudent person would exercise to protect its own confidential information and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof. The Consultant shall further ensure that its consultants and subconsultants comply with the requirements of this Article 14.

14.3 For the purposes of this Agreement, "Confidential Information" shall mean any and all written, oral and visual technical, trade secret or business information of the Client or its affiliates, including without limitation, financial information: business or real estate plans, requirements or strategies; technology or security plans, equipment or systems, any of which are disclosed to or made known to the Consultant by the Client or its affiliates, contractors, agents or representatives.

14.4 The Consultant shall immediately notify the Owner in writing of any unauthorized, negligent or inadvertent use or disclosure of or access to the Owner's Confidential Information promptly following Consultant's discovery of such use,

disclosure or access and shall promptly take measures to minimize the effect of such inadvertent use, disclosure or access and prevent its recurrence.

14.5 The Consultant shall be liable under this Agreement to the Owner for any use or disclosure in violation of this Article 14 by the Consultant or any of the Consultant's personnel, consultants, subconsultants (of any tier), attorneys, accountants, independent contractors, or other advisors. Upon expiration or termination of this Agreement, or at any time upon demand by the Owner, the Consultant agrees to return to the Owner all of the Owner's Confidential Information. The parties agree that disclosure of the Owner's Confidential Information will cause irreparable damage to the Owner and therefore, in addition to all other remedies available at law or in equity, the Owner shall have the right to seek injunctive relief, and to recover the amount of damages (including reasonable attorneys' fees and expenses) incurred in connection with such unauthorized use.

14.6 The Consultant shall not in any manner advertise, publish, or disclose the existence of this Agreement or its terms or that Contractor has furnished or has contracted to furnish the Partnering Services described in this Partnering Agreement.

14.7 The provisions of this Article 14 shall survive the expiration or termination of this Agreement.

**15. Miscellaneous.**

15.1 This Agreement is intended to incorporate by reference all applicable provisions of law which by law are required to be incorporated in this Agreement.

15.2 This Agreement and all attached exhibits shall constitute the entire contract between the parties and shall supercede any proposal, agreements and representations made by the Owner and by the Consultant and may not be altered or amended in any respect except by writing duly executed by the parties hereto.

15.3 Any article or provision of this Agreement which may be deemed in violation of law shall not affect in any manner the remaining provisions of this Agreement.

15.4 No action or failure to act by the Owner shall constitute a waiver of any right or duty afforded to it under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence to any breach under this Agreement, except as may be specifically agreed to in writing by the Owner.

15.5 This Agreement shall be governed by and interpreted in accordance with the laws of the City of Lawrence, MA, except that the provisions of the Federal Arbitration Act shall govern Article 13.

15.6 The parties have negotiated this Agreement in good faith. Any ambiguities in the language of this Agreement are not to be construed or resolved against either party based on the fact that

Owner:

Dated:

\_\_\_\_\_  
Consultant's Signature

such party was principally responsible for the drafting of this Agreement.

15.7 Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Owner.

15.8 The Owner and the Consultant each represents and warrants that the execution and delivery of this Agreement has been duly authorized, that it has full power and authority to perform its obligations under this Agreement and that the person executing this Agreement on its behalf has full authority to do so.

15.9 This Agreement is not intended to create, nor should it be construed as creating an agency, joint venture, partnership, or similar relationship between the parties. The Consultant will act solely as an independent contractor of the Owner and neither the Owner nor the Consultant will have the right to act for or bind the other party in any way as to represent that the other party is in any way responsible for any acts or omissions of such party.

15.10 The performance of both parties may be suspended to the extent and for the period of time that such party is prevented or delayed from fulfilling its obligations due to a Force Majeure Event. A Force Majeure Event shall mean any unforeseen event beyond a party's reasonable control (including, without limitation, acts of God, acts of terrorism, acts of civil or military authority, fires, floods, wars or riots); provided that the non-performing party is without fault in failing to prevent or causing such default or delay, and such defect or delay could not have been prevented or circumvented by the non-performing party through the use of alternate services, work around plans or reasonable precautions. After ninety (90) cumulative days of suspension as a result of a Force Majeure Event, the Owner may, at its sole discretion, terminate the Agreement without further liability.

15.11 All notices given hereunder shall be in writing and deemed duly given when delivered to the parties at the address shown on the first page of this Agreement.

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

By: \_\_\_\_\_

Date:

\_\_\_\_\_ (printed name)

By: \_\_\_\_\_

Date:

\_\_\_\_\_ (printed name)

# **Exhibit 1**

## **SCOPE OF WORK**

# SCOPE OF WORK

## **Exhibit 2**

### HOURLY RATES

# HOURLY RATES

CLASSIFICATION

HOURLY RATE

\* Hourly rate will be determined utilizing current prevailing wage rates for the respective project.

## **Exhibit 3**

# PROJECT SCHEDULE

# PROJECT SCHEDULE

## **Exhibit 4**

# INSURANCE REQUIREMENTS

# INSURANCE REQUIREMENTS

General Liability Insurance – no less than \$1,000,000 per occurrence/ \$2,000,000 aggregate

Workers Compensation Insurance – no less than \$1,000,000

Automobile Liability Insurance – no less than \$1,000,000

Commercial Excess/Umbrella Liability coverage – no less than \$2,000,000 per occurrence / \$2,000,000 aggregate

## **SPECIAL FEDERAL PROVISIONS**

The following Federal Provisions become binding on the contractor(s) and incorporated in the Bid Document in their entirety.

### **A. UNIFORM ADMINISTRATIVE REQUIREMENTS**

This project is subject to all requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance") that may be applicable to this contract.

- (1) Unique Entity Identifier (UEI) – The contractor must obtain a UEI, pursuant 2 CFR Part 25
- (2) Debarment and Suspension - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of SPECIAL FEDERAL PROVISIONS 116 parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. The Owner will verify exclusion status of all contractors and subcontractors with awards.

### **B. FEDERAL EQUAL OPPORTUNITY AND NON-DISCRIMINATION PROVISIONS**

- (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.

### **C. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS**

- (1) 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.
- (2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.

### **D. 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.
- (3) The contractor agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (4) The contractor agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) 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.

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

- (1) As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by

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

- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 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 workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - 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 7 a 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 least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The 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 included 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).

**F. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA**

- (1) 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.
- (2) The contractor agrees to list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed by excluding those of independently operated affiliates, at an appropriate local office of the State employment service system wherein the opening occurs.
- (3) 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 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.
- (4) 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.

- (5) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.
- (6) 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.
- (7) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
- (8) As used in this clause:
  - a. "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.
  - b. "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.
  - c. "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.
  - d. "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.
  - e. The contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

- f. 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.
- g. 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.
- h. 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.
- i. 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.

**G. SECTION 3 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968, AS AMENDED**

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- c. The contractor agrees to post any job or training opportunities related to this project at HUD Section 3 Opportunity Portal (<https://hudapps.hud.gov/OpportunityPortal/>), and send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause. The contractor shall post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractors of Section 3 projects agree to make a good faith effort to attract subcontractors listed in the New Hampshire Department of Transportation's

Disadvantaged Business Enterprise ([DBE Directory](#)) or the State of Massachusetts' [DBE Directory](#).

- e. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- f. The contractor agrees to provide the Application for Certification as a Section 3 Business Concern (Attachment B) and, if necessary, Section 3 Worker Self-Affirmation forms (Attachment F) for each worker on the project.
- g. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(17) **SUSPENSIONS AND TERMINATIONS.**

In accordance with 2 CFR 200 Subpart D, Remedies for noncompliance, the following conditions regarding suspension and terminations shall be in effect.

A. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall

violate any of the covenants, agreements or stipulations of this Agreement, the Owner or US HUD 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 thirty (30) days before the effective date of such termination. In such event, all records, assets, property and documents of any nature, prepared or purchased by the Contractor under this Agreement, shall at the option of the HUD, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed to the date of termination.

**K. 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.

**L. 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.

**M. ACCESS TO RECORDS (24 CFR 85.36 (I) (10))**

The Property owner, 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.

**N. 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 HUD may require. All records in the possession of the contractor pertaining to this contract will be retained by the contractor for a period of five (5) years from closeout of the grant by the HUD, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.

**O. 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.

**P. SPECIAL CONDITIONS IN GENERAL**

Statutory Requirements in General

1. The Contractor shall keep themselves 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. The contractor shall at all times observe and comply with, and shall cause all 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 the Owner and US HUD 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 the contractor or their employees or subcontractors.
2. All materials furnished and work done are to comply with all Municipal, State and Federal laws and regulations.

## SECTION 3

### HUD SECTION 3 BUSINESS REGISTRY CERTIFICATION

Use this form to self-certify your Section 3 business.

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#### Business Information

Business Name\*: \_\_\_\_\_

Address\* (Street, City, State, ZIP): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business phone Number:\* \_\_\_\_\_

Business Website: \_\_\_\_\_

Business Contact Person:\* \_\_\_\_\_

Business Email:\* \_\_\_\_\_

Contact Person Phone Number: \_\_\_\_\_

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#### Business Details

Number of Employees:\* \_\_\_\_\_

North American Industry Classification System (NAICS): \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Areas NOT Willing to serve: \_\_\_\_\_

Business License: \_\_\_\_\_

Year Business Established:\* \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

Business Capabilities Narrative: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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#### Small Business

Identify as a small business \_\_\_

\* [Am I a small Business?](#)

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#### Business Designations

\_\_\_ DOL Registered Apprenticeship provider

\_\_\_ DOL Youthbuild Participant/Grantee

\_\_\_ HUBZone Firm\*

\_\_\_ Labor Union Certified Firm

\_\_\_ Minority-Owned Business

\_\_\_ SBA 8a Firm

\_\_\_ Public Housing Resident Owned Business

\_\_\_ Woman Owned Business

\* *HUBZone Firm Have its principal office located in a historically underutilized business zones, or have at least 35 percent of its employees living in a [Qualified HUBZone](#).*

**Provided Services**

- Accounting       Architecture       Asphalt/Paving       Brick Masonry
- Carpentry       Consulting       Demolition       Electrical
- Engineering       General Contractor       HVAC       IT
- Insulation       Janitorial       Landscaping       Lead Hazard Control
- Maintenance       Painting Dry Wall       Plumbing       Roofing
- Security       Signage/Graphics       Steel Fabrication
- Other \_\_\_\_\_

**Currently Hiring**

Yes \_\_\_\*      No \_\_\_

\*If yes, HUD’s Section 3 Opportunity Portal is a resource for posting employment opportunities for Section 3 eligible workers.

**Section 3 Criteria Self-Certification (Current)\***

Your business is eligible to apply for preference as a section 3 business if, in addition to meeting all applicable state and local regulations, it self-certifies that it meets one or more of the following criteria, documented within the last six-month period. Initial all that apply.

- A. It is at least 51% owned and controlled by low- or very low-income persons;
- B. Over 75% of the labor hours performed for the business over the prior three-month period are performed by section 3 workers; (\$26.90/hr or \$55,950/year)
- C. It is a business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing
- My business does not meet any of the listed criteria

**Self-Certification**

By Signing this form, my business certifies that the statements and information contained on this form are true and accurate, and meet the required HUD Section 3 business self-certification eligibility requirements in accordance with 24 CFR Part 75. HUD accepts the firm's self-certification that it meets the requirements of a Section 3 Business, but has not validated this claim or substantiated its validity. HUD does not endorse the services provided by any firms that apply for self-certification. A Section 3 business is not entitled to a contract simply by being listed in the HUD Section 3 Business Registry database. Businesses that self-certify their eligibility may receive preference as a Section 3 business, subject to verification from local recipient agencies or HUD. Information that is misrepresented on this form will be grounds for terminating Section 3 certification, or any contract(s) that may be awarded. Firms that misrepresent their eligibility to receive preference as a Section 3 business may face financial or criminal penalties.

**Business owner:\***

Sign: \_\_\_\_\_ Date \_\_\_\_\_

Print: \_\_\_\_\_

# Equal Employment Opportunity is **THE LAW**

## Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).

## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### **DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

### **RETALIATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

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## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

# “EEO is the Law” Poster Supplement

## Employers Holding Federal Contracts or Subcontracts Section Revisions

*The Executive Order 11246 section is revised as follows:*

### **RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits employment discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **PAY SECRECY**

Executive Order 11246, as amended, protects applicants and employees from discrimination based on inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees.

*The Individuals with Disabilities section is revised as follows:*

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship to the employer. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

*The Vietnam Era, Special Disabled Veterans section is revised as follows:*

### **PROTECTED VETERANS**

The Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits employment discrimination against, and requires affirmative action to recruit, employ, and advance in employment, disabled veterans, recently separated veterans (i.e., within three years of discharge or release from active duty), active duty wartime or campaign badge veterans, or Armed Forces service medal veterans.

*Mandatory Supplement to EEOC P/E-1 (Revised 11/09) “EEO is the Law” Poster.*

If you believe that you have experienced discrimination contact OFCCP: 1-800-397-6251 | TTY 1-877-889-5627 | [www.dol.gov](http://www.dol.gov).



a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

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

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 SUNH2015-007 06/16/2017

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 24.43	6.49
CEMENT MASON/CONCRETE FINISHER...	\$ 27.70	2.61
DRYWALL FINISHER/TAPER.....	\$ 28.67	11.69
GLAZIER.....	\$ 27.74	3.74
IRONWORKER, REINFORCING.....	\$ 22.60	19.89
IRONWORKER, STRUCTURAL.....	\$ 24.05	12.75
LABORER: Common or General.....	\$ 17.46	9.86
LABORER: Mason Tender - Brick...	\$ 17.01	4.43
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 24.08	4.75
OPERATOR: Crane.....	\$ 27.42	3.83
OPERATOR: Loader.....	\$ 22.54	2.29
OPERATOR: Roller.....	\$ 23.56	3.28
PAINTER (Brush and Roller).....	\$ 20.00	3.28
PAINTER: Spray.....	\$ 22.99	3.28
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 25.17	11.87
PLUMBER.....	\$ 23.97	9.68

ROOFER.....	\$ 17.55	3.25
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 33.83	10.09
SPRINKLER FITTER (Fire Sprinklers).....	\$ 31.29	9.78
WATERPROOFER.....	\$ 31.22	3.70

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at

[www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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) (iii)).

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination

- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail 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 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.

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END OF GENERAL DECISION

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## **PUBLIC NOTICE**

Easter Seals New Hampshire, Inc is seeking a platform (shaftway) lift companies to bid on a federally funded lift replacement project for a childcare facility located at 435 S Main St in Manchester NH. Funding has been provided by the City of Manchester through a Community Development Block Grant.

This will be a public bid process. Bidding info is available at <https://eastersealsnh.org/rfp>.

Questions or inquiries can be emailed to Kristi, [KMynhier@scaloracg.com](mailto:KMynhier@scaloracg.com).