



REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC SERVICES)

Return Completed Qualifications To:

**Meridian Library District
Library Director
1326 W. Cherry Lane
Meridian, ID 83642**

**TO BE CONSIDERED, QUALIFICATIONS MUST BE RECEIVED IN THE
LIBRARY BY 5:00 P.M. (MST), March 7, 2019**

REQUEST FOR QUALIFICATIONS

Meridian Library District is seeking responses from licensed Idaho Public Works Construction Managers (CMs) to provide their qualifications to perform certain construction manager/general contractor services (“CM/GC Services) in accordance with Idaho Code, 54-4501, *et. seq.*, as determined by the District.

MLD needs to expand branch library locations to meet the growth in population Meridian has experienced, and continues to experience, as well as renovate the existing main library on Cherry Lane. The goal is to provide maximum patron benefit and access with/for minimum cost to the taxpayers.

The District intends to construct the projects using the Construction Manager\General Contractor (CM/GC) delivery process. Firms may submit responses for only one, for several or for all of the projects. The District may select one or more qualified Firm from those who respond to this RFQ for such projects. Responses should address the proposer’s specific qualifications for each of the particular projects described below.

The District’s “Qualification Based Selection” (QBS) is to comply with Idaho Code 67-2320. This procedure provides for an orderly process of: (1) Solicitation of professional qualifications, (2) Evaluation and ranking of qualifications, (3) Establishment of a ranked list of service providers, and (4) Negotiation of scope of services and fees.

A. PROJECT INFORMATION

The District is planning to construct, perform tenant improvements, and/or renovate the following projects for which CM/GC Services are required:

1. North Branch – A developer in North Meridian has offered to work with MLD to build a **NEW** 15,000 sq ft branch library as a part of a commercial development project on a very busy intersection. The currently estimated tenant improvement budget is \$1.3M (Pending funding approval). It is estimated that the project will bid in January 2020.
2. Cherry Lane – The Cherry Lane main library was built in 1996. The site includes (2) buildings, The main library facility, 27,600 sq ft, and a separate property referred to as “The Annex”, 1,840 sq ft which houses back-end departments. The Library is in need of a **RENOVATION** to the 1st floor, an **ADDITION** of a 2nd floor to the existing building, **DEMOLITION** of “The Annex”, and **RECONFIGURATION** of the parking lot and traffic flow. The currently estimated budget for this total scope of work is \$5M (pending funding approval). It is estimated that the project will bid in January 2023.
3. The Hill Branch – The Treasure Valley Family YMCA has offered to donate land for a **NEW** 10,000 – 15,000 sq ft library branch to be part of a new multi-partner collaborative campus. The currently estimated project budget is \$8M (subject to funding approval from the voters). It is estimated that the project will bid in January 2025.
4. unBound – The MLD entering into a lease-to-own agreement at a 2-story 3,800 sq ft

building. The District is planning to **RENOVATE** this facility summer of August 2021. The currently estimated budget is \$1M.

5. Public Bathroom ADA Compliance Improvements – the public restrooms at the Cherry Lane library are outdated and a federal Community Development Block Grant (CDGB) has been awarded by the City of Meridian to fund ADA compliance upgrades in 2019.*

Should a capital funding measure pass, the North branch would have funding in January 2020 and the desired opening to be in 2021. The Cherry Lane branch could not be closed for a renovation until there is an alternate location in place for citizens to use and is scheduled to follow with an opening date desired in 2024. The Hill being the most costly and a new facility would be the final priority.

***CDGB Grant Requirements:**

This project is being funded by a federal Community Development Block Grant. The Davis-Bacon Act applies to this project and it is the responsibility of the Contractor to comply in all aspects of the law. This contract will be subject to HUD-4010 Federal Labor Standards Provisions attached hereto as “Attachment A” and made a part hereof. Paragraph 2 on page 2 of 5 of HUD-4010 states that the District may withhold payment to Contractor for failure to pay wages when due. Davis-Bacon requires wages to be paid not less often than once a week. All subcontractors and any lower tier subcontractors are subject to the same Davis-Bacon Wage requirements as the general contractor.

Time of Performance: Following a Notice to Proceed, the construction shall start on August 1, 2019. Due to this project being federally funded, CDGB Services/Construction must be Substantially Completed by September 15, 2019.

Upon receipt of a Notice to Proceed, the Contractor shall have 60 (sixty) calendar days to complete the work as described herein. This project shall be considered Substantially Complete when the Owner has full and unrestricted use and benefit of the facilities both from an operational and safety standpoint, and only minor incidental work, corrections or repairs remain for the physical completion of the total contract. Contractor shall be liable to the District for any delay beyond this time period in the amount of \$500.00 (five hundred dollars) per calendar day. Such payment shall be construed to be liquidated damages by the Contractor in lieu of any claim or damage because of such delay and not be construed as a penalty.

It is the intent of the District that the three main components of the Project Team will consist of the District including their Independent Owner's Representative, the Architectural Design Teams, and the CM/GC.

The District contact for questions and information regarding the RFQ is:

Gretchen Caserotti
Library Director
Meridian Library District
1326 W Cherry Lane
Meridian, ID 83642
Phone: (208) 888-4451 x1226
director@mld.org

The Independent Owner's Representative is:

Ken Fisher
Paradigm of Idaho, Inc.
2502 N. Bogus Basin Road
Boise, Idaho 83702
Phone: (208) 867-3652Ken@paradigm-ors.biz

The Architects for The North Branch, Cherry Lane, The Hill & unBound are:

Traci Lesneski & Dagmara Larsen
MSR Architects
710 S. 2nd St. Suite. 800
Minneapolis, MN 55401
(612) 375-0336
Traci@msrdesign.com
Dagmara@msrdesign.com

B. REQUIRED SERVICES (SCOPE OF WORK)

Throughout the project, the CM/GC(s) shall provide the District with professional construction management and desired general contractor services and represent the District's interests in completing the projects on time, within budget, and as planned with a minimum of difficulties. It is anticipated that AIA Document A133-2009 (the Form Contract) will form the basis of agreements for CM/GC Services to be entered into for the projects; provided however, the District reserves the right to change, modify or amend the Form Contract in formulating the final contracts to be entered into by the District. The contract must contain the necessary elements and meet the requirements contained in Idaho Code Title 54, Chapter 45. CM/GC Services shall include, but are not limited to, pre-construction services through design of the projects and construction services as desired by the District through project completion of those services. For purposes of this RFQ, proposers should describe their qualifications to provide CM/GC Services as those services are generally described in the Form Contract.

C. RESPONSE, FORMAT, CONTENT, AND EVALUATION CRITERIA

Proposers may choose to submit a proposal for one or more projects. Proposals should identify which project and/or projects they want to propose on and tailor their response accordingly. Responses must include the following information in this sequence. Respondents are invited to include innovative methods and/or procedures, which they can provide to assist in ensuring successful completion of the project. Unique qualities and/or capabilities and cost efficiencies may be identified. For each of the specific areas listed below, your responses should include a description of responders' qualification to service as a CM/GC. Responses for each Project will be scored and ranked. Firms must specify the projects for which they are submitting a response.

Written Requirements for Responses to Request for Qualifications	Possible Points For Each Section of Proposal
1. Cover Letter (limit to one page)	1
2. Complete the “ CM/GC INFORMATION ” as provided on Part G	1
3. COMPANY PROFILE. Describe your firm's history, size, resources, philosophy of service, typical volume of work, financial stability, and basic construction management techniques and methods. Describe how your particular expertise, experience and/or techniques can be an advantage to the District in completing the projects.	15

<p>4. PROJECT APPROACH. Describe your approach to Providing CM/GC Services described in the Form Contract. A) Preconstruction Services, B) Construction Services as a CM/GC depending the projects you choose to propose on. Discuss how you would provide leadership to facilitate teamwork and communications among all parties involved in the project covered by your response. Identify personnel to whom construction management responsibility will be assigned by names, titles, roles, qualifications, experience, and resumes. Provide an organizational chart clearly illustrating proposed staffing.</p>	20
<p>5. TOTAL PROJECT BUDGET CONTROL. Submit detailed description of how your firm provides and periodically updates construction cost estimates and participation in Value Management during project design, and successfully tracks and reports construction costs, including line item costs for each bid package, fee, permits, reimbursable costs, CM/GC fees, and all other project costs.</p>	15
<p>6. SCHEDULING. Describe the primary scheduling techniques you use and the software you will employ to produce an effective construction schedule. Provide examples of successful construction management and scheduling services provided on complex, multi-phase projects. Discuss in detail how you intend to enforce contract schedule compliance.</p>	15
<p>7. HOME OFFICE SUPPORT. Describe your home office support staff by name, position, and provide a flow chart of how pay requests will be received, approved, and prepared for payment.</p>	5
<p>8. PAST PERFORMANCE. Name three (3) recent and relevant projects of similar size and scope to that of the District's projects for which you will propose on that you completed demonstrating your firm's ability to manage and complete projects within budget and on schedule. Include a current letter of reference from the owner of <u>each</u> project.</p>	20

D. RESPONSE SUBMISSION PROCEDURES

1. Written responses to the RFQ will be accepted at the Meridian Library District, 1326 W. Cherry Lane, Meridian, ID 83642 Until 5:00PM March 7, 2019
2. Submittals shall include one (1) original and five (5) copies of the proposal and one (1) USB flash drive. The original must be marked “original” and be dated and signed by a duly authorized partner or corporate officer. Proposals must be sealed in an opaque package and clearly marked: **Construction Management/General Contractor Qualifications Proposal**
3. Responses shall include a copy of each submitter’s current Construction Manager and Public Works Contractor Licenses and Certificate of Authority from the Idaho Secretary of State demonstrating that the submitter entity has current licenses and certificates necessary to perform the proposed services, is lawfully in existence and is in good standing in the state of Idaho.
4. All questions regarding this RFQ must be directed to Gretchen Caserotti, 1326 W Cherry Lane Meridian, ID 83642, Phone (208) 888-4451, email director@mld.org. The District may elect to forward some questions to their Independent Owner’s Representative, Ken Fisher of Paradigm of Idaho, Inc. but all questions must be submitted in writing in email format by March 6, 2019 and directed to Ms. Caserotti. Response to significant questions will be answered by Addendum to this RFQ. Submitting firms are requested to **NOT** contact library staff or Library Trustees.
5. Those interested in submitting a response to the RFQ are responsible to make sure they have any and all addenda to the RFQ issued by the District and that they consider any addenda in their response. In the event that is necessary to revise any part of the RFQ, timely addenda will be posted on the web page and sent via e-mail to those firms that have submitted a written request to the Director to be sent a copy of any addenda.

E. SELECTION TIMELINE AND PROCEDURES

1. The estimated RFQ schedule is as follows:

RFQ advertisements:	February 1 – 15, 2019
RFQ available:	February 8 – March 7, 2019
RFQ proposals due:	March 7, 2019
Evaluation committee ranking:	March 8, 2019
Interview notification:	March 11, 2019
Evaluation committee interview and selection:	March 15, 2019
Recommendation to Board of Trustees:	March 20, 2019

The District may modify this schedule.

2. The representatives of District Board of Trustees and their designees will evaluate all responses.
3. Proposals will be ranked on qualifications and interviews conducted at the sole discretion of the District
4. All persons or entities who submit responses to this Request for Qualifications will be notified when the District has chosen to hire a CM/GC for the project, or has determined to submit a new Request for Qualifications. In issuing this RFQ, the District is not obligated to pursue any of the projects or hire any of the responding firms.
5. The District reserves the right to award each project individually.

F. PROPOSAL GUIDELINES

1. The District will not be liable for any costs incurred in the preparation and production of a proposal or any work performed prior to the execution of a contract for Construction Manager Services.
2. All responses and other materials submitted will become the property of the District.
3. All information contained in the RFQ and acceptable provisions of the selected firm's response may be made a part of the contract for CM\GC Services.
4. The District reserves the right to:
 - a. Waive any informalities or irregularities and reject any or all responses received as a result of this RFQ
 - b. Following initial selection, negotiate the scope of services, contract terms and compensation for Construction Management Services provided.
 - c. Conduct investigations required to determine the respondent's performance record and ability to perform the work specified as part of the RFQ.
 - d. Modify any dates or times in the RFQ
 - e. Supplement, amend, or otherwise modify the RFQ or cancel this request with or without the substitution of another RFQ.
 - f. Disqualify any respondent who fails to provide information or data requested herein, who provides inaccurate or misleading information or data, who has any real or apparent conflict of interest or on the basis of past performance with the District.

G. CONSTRUCTION MANAGER / GENERAL CONTRACTOR INFORMATION

1. Contact information for your firm's main office as follows:

Firm Name: _____

Mailing Address: _____

(City, State, Zip)

Physical Address: _____

(City, State, Zip)

Telephone: _____ Fax: _____

E-mail Address: _____

2. Name, title, address, telephone, and fax number of the firm's officer responsible to the District for all work to be provided under this RFQ:

Name/Title: _____

Mailing Address: _____

(City, State, Zip)

Physical Address: _____

(City, State, Zip)

Telephone: _____ Fax: _____

E-mail Address: _____

3. Please check the appropriate box to identify the legal status of the entity making this proposal.

☐Corporation ☐Partnership ☐Limited Liability ☐Other (explain)

Please provide the following license information:

Idaho Public Works Construction Management License #: _____, held by
_____ (name of licensed CM who will be responsible).

Idaho Public Works Contractor License #: _____

4. Contact information of the office where your project team will be located and from which the work for this assignment will be conducted, if different than "1." above.

Firm Name: _____

Mailing Address: _____

(City, State, Zip)

Physical Address: _____

(City, State, Zip)

Telephone: _____ Fax: _____

E-mail Address: _____

5. Provide a letter from Surety for the project or projects you propose on demonstrating the firm's ability to obtain necessary bonding.
6. State the contact information for your current insurance company(s) that provides coverage for your firm in the areas of liability, builder's risk and workers' compensation.

Company Name: _____

Agent Name: _____

Address: _____

(City, State, Zip)

Telephone: _____ Fax: _____

E-mail Address: _____

7. If you answer yes to any of the following questions, provide complete explanation on a separate sheet.

a. Has any one of your current or former sureties or bonding companies ever been required to perform under or canceled a labor or material payment or a performance bond issued on your firm's behalf?

☐ Yes ☐ No

b. Has your firm ever been denied coverage or had coverage terminated or cancelled by any insurer during the past five (5) years? (If so, please state the company, date, reason and specific details.)

☐ Yes ☐ No

c. Within the past five (5) years has your current firm or any predecessor organization been involved as a party or filed a claim in any bankruptcy, litigation, mediation or arbitration proceedings?

☐ Yes ☐ No

8. Name, title and signature of your firm's officer who was responsible for the preparation and hereby verifies the accuracy of your proposal.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Attachment A: HUD-4010, page 12

Federal Labor Standards Provisions

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

Applicability

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

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

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

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

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

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

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

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

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination.

The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee.

(Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

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

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

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable

classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

11. Complaints, Proceedings, or Testimony by

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

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

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

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

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