

SPECIFICATIONS AND CONTRACT FORMS

FOR

HABITAT FOR HUMANITY

McNAIR HEIGHTS – PHASE 1

WAYNE COUNTY, NC

JUNE 2025

**ENGINEERING BY:
COX-EDWARDS COMPANY, INC.
1205 PARKWAY DRIVE
GOLDSBORO NC 27534
919-751-5100**

Edwin S. Edwards, NCPE #18081

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McNAIR HEIGHTS – PHASE 1**

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**DIVISION 0 – BIDDING REQUIREMENTS, CONTRACT FORMS, AND
CONDITIONS OF THE CONTRACT**

SECTION 00030
ADVERTISEMENT FOR BIDS

Habitat for Humanity of Goldsboro-Wayne, Inc.

Owner

2719 Graves Drive, Suite 3 (PO Box 10809)

Address

Goldsboro, NC 27534 (27532)

Separate sealed BIDS for the construction of McNAIR HEIGHTS SUBDIVISION – PHASE 1 will be received by Habitat for Humanity at the office of Cox-Edwards Company, Inc., 1205 Parkway Drive, Goldsboro, NC 27534 until 2:00 PM, Monday, August 25, 2025 and then at said office publically opened and read aloud. Work shall include: **Phase 1A** – pavement removal and replacement for installation of approximately 420 LF of 8” sanitary sewer main, 1450 SY of 1.5” thick pavement resurfacing, and water and sewer services; **Phase 1B** - installing approximately 1335 LF of streets with 31’ back to back curb and gutter and 3990 SY of 8” ABC stone with 3” of asphalt pavement; 1120 LF of 8” sanitary sewer main, 1060 LF of 6” water main, and 1820 LF total of 18”, 24”, 30”, and 36” storm sewer pipe for service to 31 residential lots total on Phase 1.

The CONTRACT DOCUMENTS may be examined at the following location:

Cox-Edwards Company, 1205 Parkway Drive. Goldsboro, NC 27534

Dodge Data and Analytics, 2860 South State Highway 161, Suite
160, #501, Grand Prairie, TX 75052-7361
www.construction.com

ConstructConnect, Attn: DPC, 30 Technology Parkway South, Suite 100, Norcross GA 30092
www.constructconnect.com

Construction Journal, 400 SW 7th Street, Stuart FL 34994
www.ConstructionJournal.com

Builders & Contractors Exchange, Inc. 1118 Azalea Garden Rd., Norfolk VA 23502-5612
www.bceva.com

Copies of the CONTRACT DOCUMENTS may be obtained at the office of Cox-Edwards Company, Inc. located at 1205 Parkway Drive, Goldsboro, NC 27534 upon a non-refundable payment of \$220.00 per set.

The OWNER reserves the right to reject any and all BIDS.

BIDDER shall be properly licensed under Chapter 87, General Statutes of North Carolina.

Small, minority, women's, and disadvantaged businesses and labor surplus area firms are encouraged to submit BIDS.

This PROJECT is subject to the good faith efforts and goals for participation by minority businesses required by G.S.143-128.2. The OWNER has adopted a verifiable ten percent (10%) goal for participation by minority businesses in the total value of the WORK .

Funding for the project includes the following:

- City of Goldsboro CDBG - \$1,100,000
- Gold Leaf - \$500,000
- Set Aside by Habitat for Humanity - \$385,000
- Others

BIDDERS shall, within the time frames specified in the BID documents, submit all required affidavits and documentation demonstrating that the BIDDER made the required good faith effort in compliance with G.S. 143-128.2. Failure to file all required affidavits and documentation within the required time frames is grounds for rejection of the BID.

Prospective BIDDERS who have been found guilty of discrimination within the last two (2) years are debarred from bidding.

The OWNER will require a drug-free workplace consistent with this project's specifications.

The ENGINEER is E. Scott Edwards. The ENGINEER'S address is 1205 Parkway Drive, Goldsboro, NC 27534. The ENGINEER'S telephone number is 919-751-5100, e-mail address is: scott@cox-edwards.com.

Executive Director
Matthew Whittle
Habitat for Humanity of Goldsboro-Wayne

END OF SECTION

SECTION 00100

INFORMATION FOR BIDDERS

SEALED BIDS will be received by Habitat for Humanity Goldsboro-Wayne, Inc. (herein called the "OWNER"), at the office of Cox-Edwards Company, Inc. 1205 Parkway Drive, Goldsboro NC 27534 until 2:00 PM, Monday, August 25, 2025 and then at said office publically opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to Habitat for Humanity Goldsboro-Wayne Inc., c/o Cox-Edwards Company, Inc., 1205 Parkway Drive, Goldsboro, NC 27534. Each sealed envelope containing a BID must be plainly marked on the outside as BID for:

McNair Heights Subdivision – Phase 1

and the envelope should bear on the outside the name of the BIDDER, its address, its license number, if applicable, and the name of the PROJECT for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to Cox-Edwards Company, Inc., 1205 Parkway Drive, Goldsboro NC 27534.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the CONTRACT cannot be awarded within specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID SCHEDULE by examination of the site and a review of the PLANS and SPECIFICATIONS including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve it from fulfilling any of the conditions of the CONTRACT.

The NOTICE TO PROCEED shall be issued within twenty (20) days of the execution of the AGREEMENT by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the twenty-(20) day

period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

The OWNER may make such investigations as deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BBID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER based upon the total amount of the BASE BID ITEMS.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the CONTRACT throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

BIDDERS shall carefully examine and investigate the site of the WORK, including subsurface soil and groundwater conditions, the PLANS, SPECIFICATIONS, and the CONTRACT DOCUMENTS. Submission of a BID shall be conclusive evidence that the BIDDER has investigated, knows, and is satisfied as to the conditions to be encountered; the character, quality, and scope of WORK to be performed; the quantities of materials to be furnished; and the requirements of the PLANS, SPECIFICATIONS, and CONTRACT DOCUMENTS, and that the BIDDER has included all associated costs for the WORK within prices shown in his BID.

BIDDERS shall request in writing an interpretation or correction from the ENGINEER for any ambiguity, inconsistency, or error in the PLANS, SPECIFICATIONS, and CONTRACT DOCUMENTS which the BIDDER discovers prior to submitting a BID. The ENGINEER will transmit to all prospective BIDDERS of record such ADDENDA, as the ENGINEER considers necessary in response to such requests.

Oral statements may not be relied upon and will not be binding or legally effective. By submission of a BID, the BIDDER freely and knowingly waives the right to seek additional compensation, to seek an extension of time, or to contest a later interpretation by the ENGINEER for any ambiguity, inconsistency, or error that the BIDDER discovered prior to submission of the BID.

This PROJECT is subject to the good faith efforts and goals for participation by minority businesses required by G.S. 143-128.2. The OWNER has adopted a verifiable ten percent (10%) goal participation by minority businesses in the total value of the WORK.

Prospective BIDDERS who have been found guilty of discrimination within the last two (2) years are debarred from bidding.

The Owner requires and the successful BIDDER shall provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy;
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the successful BIDDER's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the successful BIDDER that the successful BIDDER maintains a drug-free workplace;
4. Establishing an ongoing drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace;
 - The successful BIDDER's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
5. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

Each BIDDER shall complete and include with its BID an **"Identification of HUB Certified/Minority Business Participation"** form identifying the minority businesses that it will use on the PROJECT and the total dollar value of the BID that will be performed by the minority businesses.

Each BIDDER shall also complete and include with its BID one of the following:

1. Affidavit A listing the good faith efforts it has made pursuant to G.S. 143-128.2(f).
2. Affidavit B stating that the BIDDER intends to perform all of the WORK under the CONTRACT with its own workforce.

Within ten (10) calendar days of being informed of being the apparent SUCCESSFUL BIDDER, the lowest responsible, responsive BIDDER shall complete and submit one of the following to the OWNER.

1. Affidavit C including a description of the portion of WORK to be executed by minority businesses, expressed as a percentage of the total CONTRACT PRICE, which is equal to or more than the verifiable ten percent (10%) goal which has been adopted by the OWNER.
2. Affidavit D and supporting documentation of the BIDDER'S good faith efforts to meet the verifiable ten percent (10%) goal which has been adopted by the OWNER. The documentation must include evidence of all good faith efforts that

were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the CONTRACT.

Failure to file a required affidavit or documentation that demonstrates that the BIDDER made the required good faith *effort* is grounds for rejection of the BID.

The OWNER shall not award a CONTRACT until the OWNER has reviewed the required affidavits and documentation and determined, to the OWNER'S satisfaction, that the BIDDER has complied with the pre-award requirements of G.S. 143-128.2 and the CONTRACT DOCUMENTS.

Within thirty (30) calendar days after award of the CONTRACT, the apparent SUCCESSFUL BIDDER shall submit a list of all identified subcontractors (whether minority business or not) that the CONTRACTOR will use on the PROJECT.

The apparent SUCCESSFUL BIDDER shall submit a list of major material and equipment SUPPLIERS when requested by the OWNER.

The ENGINEER is E. Scott Edwards. The ENGINEER'S address is 1205 Parkway Drive, Goldsboro, NC 27534. The ENGINEER'S telephone number is 919-751-5100, e-mail address is scott@cox-edwards.com.

END OF SECTION

BID

Proposal of _____(hereinafter
called "BIDDER", organized and existing under the laws of the State of _____doing
business as _____
(insert "a corporation", "a partnership", or "an individual" as applicable).

To: Habitat for Humanity of Goldsboro-Wayne, Inc. (hereinafter called "OWNER").

The BIDDER hereby proposes to perform all WORK for the construction of:

McNair Heights – Phase 1

In strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within **360** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter.

BIDDER acknowledges receipt of the following ADDENDUM:

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following UNIT PRICES listed below. This is a UNIT PRICE BID.

Item No.	Description	Quantity	Unit	Unit Price	Extended Total
Phase 1A - McNair Street - Sanitary Sewer Replacement					
1	Remove and Replace Existing Sanitary Sewer Manhole at Westview Ct./Berry St. Intersection	1	LS	_____	_____
2	Manhole (0 - 6' depth) and Bedding	1	EA	_____	_____
3	Manhole (6 - 8' depth) and Bedding	1	EA	_____	_____

Item No.	Description	Quantity	Unit	Unit Price	Extended Total
4	8" PVC SDR 35 Sanitary Sewer Main (0 - 6' depth) and Bedding	168	LF	_____	_____
5	8" PVC SDR 35 Sanitary Sewer Main (6 - 8' depth) and Bedding	223	LF	_____	_____
6	8" PVC SDR 35 Sanitary Sewer Main (8 - 10' depth) and Bedding	23	LF	_____	_____
7	Incidental #57 Stabilization Stone Below the 4" Stone Bedding Shown Under the Sanitary Sewer Pipe or Below the 6" Stone Bedding for a Manhole	200	TN	_____	_____
8	4" PVC SCH 40 Sewer Service Pipe	155	LF	_____	_____
9	4" PVC Sewer Service (incl. in-line wye/manhole connection, PVC bends, wyes, and cleanouts)	6	EA	_____	_____
10	Sewer Manhole Removal (0 - 6' depth)	2	EA	_____	_____
11	Sewer Manhole Removal (8 - 10' depth)	1	EA	_____	_____
12	Sanitary Sewer Main Removal (0 - 6' depth)	121	LF	_____	_____
13	Pavement Removal and Replacement	462	SY	_____	_____
14	Asphalt Pavement Resurfacing with 1.5" Thick Superpave Mix, S-9.5B	1446	SY	_____	_____
15	Select Backfill Material on New Sewer Main or Service Lines	590	CY	_____	_____
16	Masonry Plug Inside Existing Manhole	1	EA	_____	_____
17	Masonry Plug at End of Existing Sewer Line	1	EA	_____	_____
18	New 1" Water Service off Existing Water Main (Long) incl. saddle, corporation, copper service pipe, angle meter stop, and MBX-1 meter box	5	EA	_____	_____

Item No.	Description	Quantity	Unit	Unit Price	Extended Total
19	New 1" Water Service off Existing Water Main (Short) incl. saddle, corporation, copper service pipe, angle meter stop, and MBX-1 meter box	1	EA	_____	_____
20	Select Backfill Material on Water Service Lines	50	CY	_____	_____
21	Construction Stakeout of Sewer Manholes	1	LS	_____	_____
Phase 1A Subtotal - Bid Items 1 through 21		\$		_____	_____

Phase 1B - Lots on Berry, Wooten, Foster, and Stovall Streets

Section A - Sanitary Sewer Improvements

22	Manhole (0 - 6' depth) and Bedding	4	EA	_____	_____
23	Doghouse Manhole (0 - 6' depth)and Bedding	1	EA	_____	_____
24	Manhole (6 -8' depth) and Bedding	3	EA	_____	_____
25	Manhole (8 - 10' depth) and Bedding	1	EA	_____	_____
26	8" PVC SDR 35 Sanitary Sewer Main (0 - 6' depth) and Bedding	390	LF	_____	_____
27	8" DIP Sanitary Sewer Main (0 - 6' depth) and Bedding	60	LF	_____	_____
28	8" PVC SDR 35 Sanitary Sewer Main (6 - 8' depth) and Bedding	468	LF	_____	_____
29	8" PVC SDR 35 Sanitary Sewer Main (8 - 10' depth) and Bedding	204	LF	_____	_____
30	Incidental #57 Stabilization Stone Below the 4" Stone Bedding Shown Under the Sanitary Sewer Pipe or Below the 6" Stone Bedding for a Manhole	450	TN	_____	_____
31	8" PVC Plug at End-of-Line	1	EA	_____	_____
32	4" PVC SCH 40 Sewer Service Pipe	730	LF	_____	_____

Item No.	Description	Quantity	Unit	Unit Price	Extended Total
33	4" PVC Sewer Service (incl. in-line wye/manhole connection, PVC bends, wyes, and cleanouts) on New Sewer Main	19	EA	_____	_____
34	4" PVC Sewer Service (incl. in-line wye/manhole connection, PVC bends, wyes, and cleanouts) on Existing Sewer Main	5	EA	_____	_____
35	4" PVC Sewer Service (incl. in-line wye/manhole connection, PVC bends, wyes, and cleanouts) into Existing Sewer Manhole	1	EA	_____	_____
36	Select Backfill Material on New Sewer Main or Service Lines	983	CY	_____	_____
37	Construction Stakeout of Sewer Manholes	1	LS	_____	_____
Subtotal - Section A		\$		_____	_____

Section B - Water Main Improvements

38	6" PVC C900 Water Main	1017	LF	_____	_____
39	6" DIP Water Main	40	LF	_____	_____
41	6" MJDI 45° Bend	18	EA	_____	_____
42	Fire Hydrant Assembly incl. 6"x6" MJDI hydrant tee, 6" MJDI gate valve, box, and collar, 6" DIP hydrant leg, and fire hydrant	5	EA	_____	_____
43	Relocated Fire Hydrant with New 6"x6" MJDI hydrant tee, 6" MJDI gate valve, box, and collar, 6" DIP hydrant leg	1	EA	_____	_____
44	6" x 6" MJDI Tee	3	EA	_____	_____
45	6" MJDI Gate Valve, Box, and Concrete Collar	12	EA	_____	_____
46	6" DI Push-In Plug and Backing	3	EA	_____	_____

Item No.	Description	Quantity	Unit	Unit Price	Extended Total
47	New 1" Water Service off New Water Main (Long) incl. saddle, corporation, copper service pipe, angle meter stop, and MBX-1 meter box	13	EA	_____	_____
48	New 1" Water Service off New Water Main (Short) incl. saddle, corporation, copper service pipe, angle meter stop, and MBX-1 meter box	11	EA	_____	_____
49	New 1" Water Service off Existing Water Main (Long) incl. saddle, corporation, copper service pipe, angle meter stop, and MBX-1 meter box	1	EA	_____	_____
50	Cut Existing 6" Water Line and Connect New 6" Water Main	2	EA	_____	_____
51	Incidental #57 Stabilization Stone Around New Water Main	100	TN	_____	_____
52	Construction Stakeout of Water Main, Fire Hydrants, Fittings, and Services	1	LS	_____	_____
Subtotal - Section B		\$		_____	_____
<u>Section C - Street Improvements</u>					
53	Common Excavation	1500	CY	_____	_____
54	Undercut for Roadway Construction	980	CY	_____	_____
55	Select Backfill on Road Build (compacted)	2500	CY	_____	_____
56	Conditioning Base Course	3983	SY	_____	_____
57	8" ABC Stone Base	1760	TN	_____	_____
58	Fine Grade Stone Base and Place 3" Superpave Type S-9.5B Surface Course (2 lifts)	3983	SY	_____	_____
59	Asphalt Pavement Removal (only)	94	SY	_____	_____
60	Curb and Gutter Removal (only)	62	LF	_____	_____
61	Silt Fencing	66	LF	_____	_____

Item No.	Description	Quantity	Unit	Unit Price	Extended Total
62	Temporarily Remove and Re-Install Existing Metal Fence Located Near Storm Sewer Outlet at Lincoln Homes	1	LS	_____	_____
63	Stabilization Construction Entrance	1	EA	_____	_____
64	24" Wide Curb and Gutter	2443	LF	_____	_____
65	Valley Gutter at McNair and Berry Streets	25	SY	_____	_____
66	18" RCP, Class III Storm Sewer	329	LF	_____	_____
67	24" RCP, Class III Storm Sewer	596	LF	_____	_____
68	30" RCP, Class III Storm Sewer	492	LF	_____	_____
69	36" RCP, Class III Storm Sewer	405	LF	_____	_____
70	Drop Inlet Over Existing Pipe at Tie-In	1	LS	_____	_____
71	Drop Inlet (3'-2'2" ID) - 6 - 8' depth	5	EA	_____	_____
72	Curb Inlet (3'-2'2" ID) - 0 - 6' depth	16	EA	_____	_____
73	Curb Inlet (3'-2'2" ID) - 6 - 8' depth	2	EA	_____	_____
74	Storm Sewer Manhole (8 - 10' depth)	2	EA	_____	_____
75	Storm Sewer Manhole (10 - 12' depth)	1	EA	_____	_____
76	Inlet Protection	26	EA	_____	_____
77	Temporary Skimmer Sediment Basin	1	LS	_____	_____
78	Concrete Washout Device	1	LS	_____	_____
79	Class B Rip Rap Material with Fabric Underlayment	1200	SF	_____	_____
80	Interference Manhole for Sanitary Sewer Main	4	EA	_____	_____
81	Interference Manhole for Sewer Service Line	6	EA	_____	_____

Item No.	Description	Quantity	Unit	Unit Price	Extended Total
82	Stormwater Detention Pond	1	LS	_____	_____
83	Seeding and Mulching Street Right-of Way and Disturbed Areas	1	LS	_____	_____
84	Construction Stakeout for Section C	1	LS	_____	_____
85	Select Backfill Material on New Storm Sewer Pipes and Structures	300	CY	_____	_____
86	Allowance – Service of Geotechnical Engineer to field verify site stripping depth, subgrade proof rolling, soil testing if required	1	AL	3,500.00	3,500.00
Subtotal - Section C		\$	_____	_____	_____
Phase 1B Subtotal - Bid Items 22 through 86		\$	_____	_____	_____
Total - Bid Items 1 through 86		\$	_____	_____	_____

Notes:

- Contractor shall provide invoices for allowance bid items in order for actually cost reimbursement of bid item.
- New concrete sidewalks shown shall be installed by the home builder upon construction of each building unit. The accessibility ramps and sidewalk connections shall also be constructed by the builder whose building unit fronts on the ramp.
- New street trees shown shall be installed by the home builder upon construction of each building unit.
- New concrete driveways will be cut in by the home builder upon construction of each building unit.
- Incidental #57 stabilization stone shall be installed at the direction and agreement with the Engineer.
- Select backfill used to replace undercut shall be included in the select backfill bid item(s).
- The costs of water main pressure testing and sampling shall be included in the linear feet price of the new water main pipe.
- The costs of sanitary sewer main and manhole testing shall be included in the linear feet of piping and manholes.
- Phase 1A should be completed prior to starting Phase 1B unless authorized by the Owner's representative.

BID SCHEDULE

The OWNER reserves the right to add or delete quantities of specific items shown on this BID at his discretion at any time during the PROJECT period. Bids shall not be submitted in a manner in which deletion of any item would cause undue hardship on the CONTRACTOR.

The undersigned BIDDER understands that the quantities of WORK as shown herein are subject to increases or decreases, and offers to do the WORK whether the quantities are increased or decreased at the UNIT PRICES stated in the following SCHEDULE.

Bids shall include sales tax and all other applicable taxes and fees.

Respectfully Submitted:

BIDDER:

By_____

Name_____

Title_____

Address_____

Telephone_____

License Number_____

Employer ID No._____

Date_____

ATTEST:

Name_____

Title_____

Identification of HUB Certified/ Minority Business Participation

I, _____,
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #

Work Type

*Minority
Category

****HUB
Certified
(Y/N)**

[illegible]

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

The total value of minority business contracting will be (\$)_____.

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

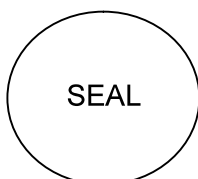
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____
 Signature: _____
 Title: _____



State of _____, County of _____
 Subscribed and sworn to before me this _____ day of _____ 20____
 Notary Public _____
 My commission expires _____

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

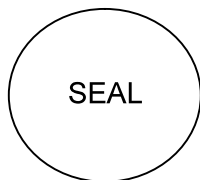
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and
_____ as Surety, are hereby
held and firmly bound unto Habitat for Humanity of Goldsboro-Wayne, Inc. as OWNER
in the penal sum of
_____ Dollars (\$_____)

for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed, this _____ day of _____, 20____. The Condition of the above
obligation is such that whereas the Principal has submitted to Habitat for Humanity of
Goldsboro-Wayne, Inc.

a certain BID, attached hereto and hereby made a part hereof to enter into a contract in
writing, for McNair Heights – Phase 1 project.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the

time within which the OWNER, may accept such BID; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

_____(L.S.)
Principal

Surety

By: _____

IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

---END OF SECTION---

SECTION 00460

CONTRACTOR'S GOOD FAITH EFFORT AND DOCUMENTATION REQUIREMENTS REGARDING RECRUITMENT AND SELECTION OF MINORITY CONTRACTORS

N. C. General Statutes Minority Business Participation Requirements

CONTRACTORS shall comply with the requirements of G. S. 143-128.2.

G. S. 143-128.2. Minority business participation goals.

- a. The state shall have a verifiable ten percent (10%) goal for participation by minority businesses in the total value of work for each State building project, including building projects done by a private entity on a facility to be leased or purchased by the State. A local government unit or other public or private entity that receives State appropriations for a building project or other State grant funds for a building project, including a building project done by a private entity on a facility to be leased by the local government unit, where the project cost is one hundred thousand dollars (\$100,000) or more, shall have a verifiable ten percent (10%) goal for participation by minority businesses in the total value of the work; provided, however, a local government unit may apply a different verifiable goal that was adopted prior to December 1, 2001, if the local government unit had and continues to have a sufficiently strong basis in evidence to justify the use of that goal. On State building projects and building projects subject to the State goal requirement, the Secretary shall identify the appropriate percentage goal, based on adequate data, for each category of minority business as defined in G. S. 143-128.2 (g) (1) based on the specific contract type.

Except as otherwise provided for in this subsection, each city, county, or other local public entity shall adopt, after a notice and public hearing, an appropriate verifiable percentage goal for participation by minority businesses in the total value of work for building projects.

Each entity required to have verifiable percentage goals under this subsection shall make a good faith effort to recruit minority participation in accordance with this section or G. S. 143-131 (b), as applicable.

- b. A public entity shall establish prior to solicitation of bids the good faith efforts that it will take to make it feasible for minority businesses to submit successful bids or proposals for the contracts for building projects. Public entities shall make good faith efforts as set forth in subsection (e) of this section. Public entities shall require contractors to make good faith efforts pursuant to subsection (f) of this section. Each first-tier subcontractor on a construction management at risk project shall comply with the requirements applicable to contractors under this subsection.
- c. Each bidder, which shall mean first-tier subcontractor for construction manager at risk projects for purposes of this subsection, on a project bid under any of the methods authorized under G. S. 143-128 (a1) shall identify

on its bid the minority businesses that it will use on the project and an affidavit listing the good faith efforts it has made pursuant to subsection (f) of this section and the total dollar value of the bid that will be performed by the minority businesses. A contractor, including a first-tier subcontractor on a construction manager at risk project that performs all of the work under a contract with its own workforce may submit an affidavit to that effect in lieu of the affidavit otherwise required under this subsection. The apparent lowest responsible, responsive bidder shall also file the following:

1. Within the time specified in the bid documents, either:
 - a. An affidavit that includes a description of the portion of work to be executed by minority business, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal. An affidavit under this sub-subdivision shall give rise to a presumption that the bidder has made the required good faith effort; or
 - b. Documentation of its good faith effort to meet the goal. The documentation must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.
2. Within 30 days after award of the contract, a list of all identified subcontractors that the contractor will use on the project.

Failure to file a required affidavit or documentation that demonstrates that the contractor made the required good faith effort is grounds for rejection of the bid.

d. No subcontractor who is identified and listed pursuant to subsection (c) of this section may be replaced with a different subcontractor except:

1. If the subcontractor's bid is later determined by the contractor or construction manager at risk to be non-responsible or nonresponsive, or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or
2. With the approval of the public entity for good cause.

Good faith efforts as set forth in G. S. 143-131 (b) shall apply to the selection of a substitute subcontractor. Prior to substituting a subcontractor, the contractor shall identify the substitute subcontractor and inform the public entity of its good faith efforts pursuant to G. S. 143-131 (b).

d. Before awarding a contract, a public entity shall do the following:

1. Develop and implement a minority business participation outreach plan to identify minority businesses that can perform public building projects and

to implement outreach efforts to encourage minority business participation in these projects to include education, recruitment, and interaction between minority businesses and non-minority businesses.

2. Attend the scheduled pre-bid conference.
3. At least 10 days prior to the scheduled day of the bid opening, notify minority businesses that have requested notices from the public construction or repair work and minority businesses that otherwise indicated to the Office of Historically Underutilized Businesses an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:
 - a. A description of the work for which the bid is being solicited.
 - b. The date, time, and location where bids are to be submitted.
 - c. The name of the individual within the public entity who will be available to answer questions about the project.
 - d. Where bid documents may be reviewed.
 - e. Any special requirements that may exist.
4. Utilize other media, as appropriate, likely to inform potential minority businesses of the bid being sought.

f. A public entity shall require bidders to undertake the following good faith efforts to the extent required by the Secretary on projects subject to this section. The Secretary shall adopt rules establishing points to be awarded for taking each effort and the minimum number of points required, depending on project size, cost, type, and other factors considered relevant by the Secretary. In establishing the point system, the Secretary may not require a contractor to earn more than fifty (50) points, and the Secretary must assign each of the efforts listed in the subdivisions (1) through (10) of this subsection at least ten (10) points. The public entity may require that additional good faith efforts be taken, as indicated in its bid specifications. Good faith efforts include:

1. Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least ten (10) days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.
2. Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least ten (10) days before the bid or proposals are due.
3. Breaking down or combining elements of work into economically feasible units to facilitate minority participation.
4. Working with minority trade, community or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
5. Attending any pre-bid meetings scheduled by the public owner.

6. Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
7. Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
8. Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
9. Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
10. Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

g. As used in this section:

1. The term "minority business" means a business:
 - a. In which at least fifty-one percent (51%) is owned by one or more minority persons or socially and economically disadvantaged individuals, or in the case of a corporation, in which at least fifty-one (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
2. The term "minority person" means a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;

d. American Indian, that is, a person having origins in any of the original Indian peoples of North America; or

e. Female.

3. The term "socially and economically disadvantaged individual" means the same as defined in 15 U. S. C. 637.

- h. The State, counties, municipalities, and all other public bodies shall award public building contracts, including those awarded under G. S. 143-128.1, 143-129, and 143-131, without regard to the race, religion, color, creed, national origin, sex, age, or handicapping condition, as defined in G. S. 168A-3. Nothing in this section shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.
- i. Notwithstanding G. S. 132-3 and G. S. 121-5, all public records created pursuant to this section shall be maintained by the public entity for a period of not less than three (3) years from the date of the completion of the building project.
- j. Except as provided in subsections (a), (g), (h) and (l) of this section, this section shall only apply to building projects costing three hundred thousand dollars (\$300,000) or more. This section shall not apply to the purchase and erection of prefabricated or relocatable buildings or portions thereof, except that portion of the work which must be performed at the construction site."

CONTRACTOR'S Good Faith Effort Requirements

In accordance with G. S. 143-128.2 (f), BIDDERS/CONTRACTORS must earn at least fifty (50) points from the good faith efforts listed below for their BID to be considered responsive.

- (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. **(10 points)**
- (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. **(10 points)**
- (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. **(15 points)**
- (4) Working with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. **(10 points)**
- (5) Attending any pre-bid meetings scheduled by the public owner. **(10 points)**
- (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. **(20 points)**
- (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. **(15 points)**
- (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. **(25 points)**
- (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. **(20 points)**
- (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. **(20 points)**

CONTRACTOR'S Minority Business Participation Documentation Requirements

CONTRACTORS shall document minority business participation good faith efforts as follows.

1. Complete and include with the BID an “**Identification of Minority Business Participation**” form identifying the minority businesses that it will use on the PROJECT and the total dollar value of the BID that will be performed by the minority businesses. A blank copy of the “**Identification of Minority Business Participation**” form is included with the BID forms.
2. Complete and include with the BID one of the following.
 - a. **Affidavit A** listing the good faith efforts it has made pursuant to G. S. 143-128.2 (f). A blank copy of Affidavit A is included with the BID forms.
 - b. **Affidavit B** stating that the BIDDER intends to perform all of the WORK under the CONTRACT with its own workforce. A blank copy of Affidavit B is included with the BID forms.
3. Complete and submit one of the following within ten (10) calendar days from the date of the NOTICE TO PROCEED LOW BIDDER.
 - a. **Affidavit C** including a description of the portion of WORK to be executed by minority businesses, expressed as a percentage of the total CONTRACT PRICE, which is equal to or more than the verifiable ten percent (10%) goal which has been adopted by the OWNER. A blank copy of Affidavit C is included within this section.
 - b. **Affidavit D** and supporting documentation of the CONTRACTOR'S good faith efforts to meet the verifiable ten percent (10%) goal which has been adopted by the OWNER. The documentation must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the CONTRACT. A blank copy of Affidavit D is included within this section.
4. Submit a list of all identified subcontractors (whether minority business or not) that the CONTRACTOR will use on the PROJECT within thirty (30) calendar days after award of the CONTRACT.

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 25% of the bidders total contract price, then the bidder must complete this affidavit.

This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

(Project Name)
Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

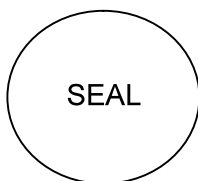
*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 25% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

Project ID# _____ (Project Name) Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- Copies of quotes or responses received from each firm responding to the solicitation.
- A telephone log of follow-up calls to each firm sent a solicitation.
- For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- Copy of pre-bid roster
- Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- Letter detailing reasons for rejection of minority business due to lack of qualification.
- Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

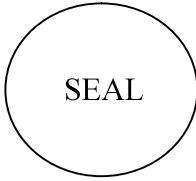
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

SECTION 00490

NOTICE TO PROPOSED LOW BIDDER

To: _____

PROJECT NAME: McNair Heights – Phase 1

The OWNER has reviewed BIDS received for the above described WORK in response to its ADVERTISEMENT FOR BIDS.

You are hereby notified that your BID for items in the amount of _____ Dollars (\$_____) is the apparent lowest, responsible, responsive BID and that you are the PROPOSED LOW BIDDER.

You are required to return an acknowledged copy of this NOTICE TO PROPOSED LOW BIDDER to the OWNER.

Dated this _____ day of _____, 2025.

OWNER: Habitat for Humanity of Goldsboro-Wayne, Inc.

By _____

Name _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED LOW BIDDER is hereby acknowledged
this the

_____ day of _____, 2025.

PROPOSED LOW BIDDER

By _____

Name _____

Title _____

---END OF SECTION---

SECTION 00500

NOTICE OF AWARD

To: _____

PROJECT Name: McNair Heights – Phase 1

The OWNER has considered the BID submitted by you for the above described WORK in response to its ADVERTISEMENT FOR BIDS and INFORMATION FOR BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of _____
(\$ _____).

You are required by the INFORMATION FOR BIDDERS to execute the AGREEMENT and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and certificates of insurance within twenty (20) calendar days from the date of this Notice to you.

If you fail to execute said AGREEMENT and to furnish said BONDS within twenty (20) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required by G.S. 143-128.2 (c) to submit a list of all identified subcontractors (whether minority business or not) that you will on this CONTRACT within thirty (30) calendar days after award of the CONTRACT.

If you fail to submit a list of all identified subcontractors within thirty (30) calendar days after award of the CONTRACT, the OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2025.

OWNER:

Habitat for Humanity of Goldsboro-Wayne, Inc.

By_____

Name _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this the
____ day of _____, 2025.

CONTRACTOR:

By_____

Name _____

Title _____

---END OF SECTION---

SECTION 00550

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2025, by and between Habitat for Humanity of Goldsboro-Wayne, Inc., hereinafter called "OWNER" and

_____ doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and on consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of:

McNair Heights – Phase 1

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within _____ calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR shall pay liquidated damages in the amount of \$500.00 for consecutive calendar day beyond the completion date set in the NOTICE TO PROCEED.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the unit prices which total \$ _____ as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and include the following:
 - A. ADVERTISEMENT FOR BIDS
 - B. INFORMATION FOR BIDDERS
 - C. BID
 - D. AGREEMENT
 - E. NOTICE TO PROCEED
 - F. CHANGE ORDER
 - G. PLANS PREPARED BY Cox-Edwards Company, Inc. dated June 11, 2025.
 - H. SPECIFICATIONS prepared or issued by Cox-Edwards Company, Inc. dated June 11, 2025.

SECTION 00550

I. ADDENDA:

No. _____, dated _____, 2025
No. _____, dated _____, 2025
No. _____, dated _____, 2025
No. _____, dated _____, 2025
No. _____, dated _____, 2025

6. The OWNER will pay to the CONTRACTOR within 30 days of partial payment request submitted to the OWNER.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER:

By _____

Name _____

Title _____

Address _____

(SEAL)

ATTEST:

Name _____

Title _____

SECTION 00550

CONTRACTOR:

(SEAL)

By _____

Name _____

Title _____

Address _____

Telephone _____

E-mail _____

ATTEST:

Name _____

Title _____

---END OF SECTION---

NOTICE TO PROCEED

To: _____

PROJECT NAME: McNair Heights – Phase 1

You are hereby notified to commence WORK in accordance with the AGREEMENT dated _____ on or before _____ and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____.

You are required to return an acknowledgment copy of this NOTICE TO PROCEED to the OWNER.

Dated this _____ day of _____, 2025.

OWNER:

Habitat for Humanity of Goldsboro-Wayne, Inc.

By _____

Name _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this the
_____ day of _____, 2025.

CONTRACTOR:

By _____

Name _____

Title _____

---END OF SECTION---

SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

_____, hereinafter called
(Corporation, Partnership or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the _____

Habitat for Humanity of Goldsboro-Wayne, Inc.

(Name of Owner)

2719 Graves Drive, Suite 3, Goldsboro NC 27534

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, (\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 2025, a copy of which is hereto attached and made a part hereof the construction of:

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

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise

affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2025.

ATTEST:

PRINCIPAL:

(Principal) Secretary

Principal

(SEAL)

Witness as to Principal

By _____

Address

Address

ATTEST:

SURETY:

(SEAL)

Surety

Witness as to Surety

By _____
Attorney-in-Fact

Address

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

---END OF SECTION---

SECTION 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

_____, hereinafter called
(Corporation, Partnership or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the _____

Habitat for Humanity of Goldsboro-Wayne, Inc.

(Name of Owner)

2719 Graves Drive, Suite 3, Goldsboro NC 27534

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, (\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 2025, a copy of which is hereto attached and made a part hereof the construction of:

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

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise

affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2025.

ATTEST:

PRINCIPAL:

(Principal) Secretary

Principal

(SEAL)

Witness as to Principal

By _____

Address

Address

ATTEST:

SURETY:

(SEAL)

Surety

Witness as to Surety

By _____
Attorney-in-Fact

Address

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

---END OF SECTION---

SECTION 00650

CONTRACTOR'S CERTIFICATE OF INSURANCE

To be provided by CONTRACTOR

See next page for SPECIAL INSTRUCTIONS

CERTIFICATES OF INSURANCE

SPECIAL INSTRUCTIONS

Paragraph 21.2 of the GENERAL CONDITIONS reads:

- 21.2 Certificate of Insurance acceptable to the OWNER shall be filled with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless a fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

Therefore the cancellation clause on the bottom of standard forms of Certificates of Insurance must be changed as follows:

Cancellation:

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 15 days written notice to the below named certificate holder.

Certificates of Insurance which do not meet the requirements of Paragraph 21.2 of the GENERAL CONDITIONS will not be accepted by the OWNER.

---END OF SECTION---

SECTION 00702

GENERAL CONDITIONS

SECTION 00702

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports, and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services, and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination, and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-way
29. Guaranty
30. Taxes

1. DEFINITIONS

- 1.1 Wherever used in the contract documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA – Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the contract documents, drawings, and specifications, by additions, deletions, clarifications, or corrections.
- 1.3 BID – The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 BIDDER – Any person, firm, or corporation submitting a BID for the WORK.
- 1.5 BONDS – Bid, Performance, and Payment Bonds and other instruments of surety, furnished by the Contractor and the Contractor's surety in accordance with the contract documents.
- 1.6 CHANGE ORDER – A written order to the Contractor authorizing an addition, deletion, or revision in the WORK within the general scope of the contract documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 1.7 CONTRACT DOCUMENTS – The contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order Drawings, Specifications, and Addenda.
- 1.8 CONTRACT PRICE – The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.9 CONTRACT TIME – The number of calendar days stated in the Contract Documents for the completion of the WORK.
- 1.10 CONTRACTOR – The person, firm, or corporation with whom the OWNER has executed the Agreement.
- 1.11 DRAWINGS – The parts of the Contract Documents which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the Engineer.
- 1.12 ENGINEER – The person, firm, or corporation named as such in the Contract Documents.
- 1.13 FIELD ORDER – A written order effecting a change in the WORK not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

- 1.14 NOTICE OF AWARD – The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1.15 NOTICE TO PROCEED – Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.
- 1.16 OWNER – A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the WORK is to be performed.
- 1.17 PROJECT – The undertaking to be performed as provided in the Contract Documents.
- 1.18 RESIDENT PROJECT REPRESENTATIVE – The authorized representative of the OWNER who is assigned to the project site or any part thereof.
- 1.19 SHOP DRAWINGS – All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier, or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.20 SPECIFICATIONS – A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.21 SUBCONTRACTOR – An individual, firm, or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the WORK at the site.
- 1.22 SUBSTANTIAL COMPLETION – That date certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.
- 1.23 SUPPLEMENTAL GENERAL CONDITIONS – Modifications to General Conditions required by a Federal agency for participation in the Project and approved by the agency in writing prior to inclusion in the Contract Documents, or such requirements that may be imposed by applicable state laws.
- 1.24 SUPPLIER – Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.25 WORK – All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

- 1.26 WRITTEN NOTICE – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the WORK. Failure by the OWNER to demand Written Notices as required within the Contract Documents on any item shall not alleviate the Contractor of his obligation to provide said written notice.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 2.1 The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the WORK required by the Contract Documents.
- 2.2 The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS, AND RECORDS

- 3.1 The Contractor shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the Contract Documents for the WORK to be performed.
- 3.2 Prior to the first partial payment estimate the Contractor shall submit construction progress schedules showing the order in which the Contractor proposes to carry on the WORK, including dates at which the various parts of the WORK will be started, estimated date of completion of each part, and, as applicable:
- 3.2.1 The dates at which special detail drawings will be required; and
- 3.2.2 Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- 3.3 The Contractor shall also submit a schedule of payments that the Contractor anticipates will be earned during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

- 4.1 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the OWNER.

- 4.2 In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over general Drawings.
- 4.3 Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

5. SHOP DRAWINGS

- 5.1 The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the WORK as required by the Contract Documents. The Engineer shall promptly review all Shop Drawings. The Engineer's approval of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any Shop Drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.
- 5.2 When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that he has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.
- 5.3 Portions of the WORK requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the Engineer. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

6. MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials, and equipment shall be applied, installed connected, erected, used, cleaned and conditioned as directed by the manufacturer.

- 6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.
- 6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.
- 7.2 The OWNER shall provide all inspection and testing services not required by the Contract Documents.
- 7.3 The Contractor shall provide at the Contractor's expense the testing and inspection services required by the Contract Documents.
- 7.4 If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.
- 7.5 Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from the obligations to perform the WORK in accordance with the requirements of the Contract Documents.
- 7.6 The Engineer and the Engineer's representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.
- 7.7 If any WORK is covered contrary to the written instructions of the Engineer it must, if requested by the Engineer, be uncovered for the Engineer's observation and replaced at the Contractor's expense.
- 7.8 If the Engineer considers it necessary or advisable that covered WORK be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory

reconstruction. If, however, such WORK is not found defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

8. SUBSTITUTIONS

- 8.1 Whenever a material, article, or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment or equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

9. PATENTS

- 9.1 The Contractor shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified, however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the Engineer.

10. SURVEYS, PERMITS, REGULATIONS

- 10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the Contract Documents. From the information provided by the OWNER, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

- 10.2 The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.
- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental General Conditions. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS

- 11.1 The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. The Contractor will take all necessary precautions for the safety of, and will provide the necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 11.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the WORK may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the OWNER, of the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.
- 11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Engineer or OWNER, shall act to prevent threatened damage, injury or loss. The Contractor will give the Engineer

prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the Contract Documents caused thereby. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Engineer for approval.

12. SUPERVISION BY CONTRACTOR

12.1 The Contractor will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques sequences and procedures of construction. The Contractor will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designed in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by Change Order.

13.2 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the WORK. The Contractor shall proceed with the performance of any changes in the WORK so ordered by the Engineer unless the Contractor believes that such Field Order entitles the Contractor to a change in Contract Price or Time, or both, in which event the Contractor shall give the Engineer WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

14.1 The Contract Price may be changed by a Change Order. The value of any WORK covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

14.1.1 Unit Prices previously approved.

14.1.2 An agreed lump sum.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 15.1 The date of beginning and the time for completion of the WORK are essential conditions of the Contract Documents and the WORK embraced shall be commenced on a date specified in the Notice to Proceed.
- 15.2 The Contractor will proceed with the WORK at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the OWNER, that the Contract Time for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.
- 15.3 If the Contractor shall fail to complete the WORK within the Contract Time, or extension of time granted by the OWNER, then the Contractor will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the Contractor shall be in default after the time specified in the Contract Documents.
- 15.4 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the Contractor has promptly given WRITTEN NOTICE of such delay to the OWNER or Engineer.
- 15.4.1 To any preference, priority or allocation order duly issued by the OWNER in writing.
- 15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another Contractor in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather: and
- 15.4.3 To any delays of Subcontractors occasioned by any of the cause specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. CORRECTION OF WORK

- 16.1 The Contractor shall promptly remove from the premises all WORK rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the WORK in accordance with the Contract Documents and without expense to the OWNER and shall bear the expense of making good all WORK of other Contractors destroyed or damaged by such removal and replacement.
- 16.2 All removal and replacement WORK shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the Contractor.

17. SUBSURFACE CONDITIONS

17.1 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the Contract Documents.

17.2 The OWNER shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the required WRITTEN NOTICE has been given; provided that the OWNER may, if the OWNER determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION, AND DELAY

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by WRITTEN NOTICE to the Contractor and the Engineer which shall fix the date on which WORK shall be resumed. The Contractor will resume that WORK on the date so fixed. The Contractor will be so allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

18.2 If the Contractor is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workman or suitable materials or equipment, or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents, then the OWNER may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the WORK by whatever method the OWNER may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such

excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the Contractor will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the Engineer and incorporated in a Change Order.

- 18.3 Where the Contractor's services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the Contractor will not release the Contractor from compliance with the Contract Documents.
- 18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the Contractor and the Engineer, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case the Contractor shall be paid for all WORK executed and any expense sustained plus reasonable profit.
- 18.5 If, through no act or fault of the Contractor, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the Engineer fails to act on any respect for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the Engineer terminate the Contract and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the Contractor may upon ten (10) days WRITTEN NOTICE to the OWNER and the Engineer stop the WORK until paid all amounts then due, in which event and upon resumption of the WORK Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the WORK.
- 18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the OWNER or Engineer.

19. PAYMENT TO CONTRACTOR

- 19.1 At least ten (10) days before each progress payment falls due (but not more than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the WORK performed during the period covered by the partial payment

estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect the OWNER'S interest therein, including applicable insurance. The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, and present the partial payment estimate to the OWNER, or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the work as been completed. At 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the Engineer certifies that the job is not proceeding satisfactorily, but amount previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the WORK is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the WORK, any amount retained may be paid to the Contractor. When the WORK has been substantially completed except for WORK which cannot be completed because of weather conditions, lack of materials or other reasons which the judgment of the OWNER are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the WORK still to be completed.

- 19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- 19.3 Prior to Substantial Completion, the OWNER, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the WORK. Such use may not constitute an acceptance of such portions of the WORK.
- 19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.
- 19.5 Upon completion and acceptance of the WORK, the Engineer shall issue a certificate attached to the final payment request that the WORK has been accepted under the conditions of the Contract Documents. The

entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the WORK.

19.6 The Contractor will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demand of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The Contractors shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. IF the Contractor fails to do so the OWNER may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the Contractor, the Contractor's Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the OWNER shall not be liable to the Contractor for any such payment made in good faith.

19.7 If the OWNER fails to make payment thirty (30) days after approval by the Engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until payment is received by the Contractor.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds.

21. INSURANCE

21.1 The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the Contractor's execution of the WORK, whether such execution

be by the Contractor, and Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
 - 21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
 - 21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
 - 21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
 - 21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- 21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been given to the OWNER.
- 21.3 The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, Liability insurance as hereinafter specified:
- 21.3.1 Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any Subcontractor employed by the Contractor or anyone directly or indirectly employed by the Contractor or by a Subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregate for any such damage sustained by two or more persons in any one accident.
 - 21.3.2 The Contractor shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the Project to the full insurable value thereof for the benefit of the OWNER, the Contractor, and Subcontractors as their interest may appear. This

provision shall in no way release the Contractor or Contractor's surety from obligations under the Contract Documents to fully complete the project.

21.4 The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of the Contractor's employees at the site of the project and in case any WORK is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case of employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

21.5 The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the Contract Price totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the WORK is accepted by the OWNER. The policy shall name as the insured the Contractor, and the OWNER.

22. CONTRACT SECURITY

22.1 The Contractor shall within twenty (20) days after the receipt of the Notice of Award furnish the OWNER with the Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the WORK provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such Bond shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new

surety or sureties shall have furnished an acceptable Bond to the OWNER.

23. ASSIGNMENTS

- 23.1 Neither the Contractor nor the OWNER shall sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION

- 24.1 The Contractor will indemnify and hold harmless the OWNER and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.
- 24.2 In any and all claims against the OWNER or the Engineer, or any of their agents or employees, by any employee of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- 24.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

25. SEPARATE CONTRACTS

- 25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate the WORK with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unusable for such proper execution and results.
- 25.2 The OWNER may perform additional WORK related to the Project or the OWNER may let other contracts containing provisions similar to these.

The Contractor will afford the other Contractors who are parties to such Contracts (or the OWNER, if the OWNER is performing the additional WORK) reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate the WORK with theirs.

- 25.3 If the performance of additional WORK by other Contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional WORK. If the Contractor believes that the performance of such additional WORK by the OWNER or others involves it in additional expense or entitles it to an extension of the Contract Time, the Contractor may make a claim thereof as provided in Sections 14 and 15.

26. SUBCONTRACTING

- 26.1 The Contractor may utilize the services of specialty Subcontracts on those parts of the WORK which, under normal contracting practices, are performed by specialty Subcontractors.
- 26.2 The Contractor shall not award WORK to Subcontractor (s), in excess of twenty (20%) percent of the Contract Price, without prior written approval of the OWNER and the funding agency. Justification for Subcontracting greater than twenty (20%) percent of the Contract Price shall be submitted by the Contractor to the Engineer for recommendations and forwarding to the OWNER and the funding agency.
- 26.3 The Contractor shall be fully responsible to the OWNER for the acts and omissions of its Subcontractors, and or persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.
- 26.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the WORK of Subcontractors and give the Contractor the same power as regards terminating any subcontract that the OWNER may exercise over the Contractor under any provision of the Contract Documents.
- 26.5 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the OWNER.

27. ENGINEER'S AUTHORITY

- 27.1 The Engineer shall act as the OWNER'S representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed, and shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the WORK is proceeding in accordance with the Contract Documents.

27.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be at the factory or fabrication plant of the source of material supply.

27.3 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

28. LAND AND RIGHTS-OF-WAY

28.1 Prior to issuance of Notice to Proceed, the OWNER, shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The Contractor shall provide at its own expense and without liability to the OWNER any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

29. GUARANTEE

29.1 The Contractor shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from the defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of the damage of other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other WORK that may be necessary by such defects, the OWNER may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

30. TAXES

30.1 The Contractor will pay all sales, consumer, use, and other similar taxes required by the laws of the place where the WORK is performed.

----END OF SECTION---

SECTION 00802
SUPPLEMENTAL GENERAL CONDITIONS

SECTION 00802

SUPPLEMENTAL GENERAL CONDITIONS

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3. Schedules, Reports, and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
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41. Cost Information
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43. Use and Occupancy Prior to Acceptance by Owner
44. As Builts
45. Control of Erosion, Siltation, and Pollution

1. DEFINITIONS

- 1.1 Engineer – Shall mean the firm of Cox-Edwards Company, Inc. including its duly authorized representatives, such representatives acting severally within the scope of the particular duties entrusted to them and as defined within this document.
- 1.2 Owner – Shall mean Habitat for Humanity
- 1.3 Shall – Mandatory

2. ADDITIONAL INSTRUCTIONS AND DETAILED DRAWINGS

- 2.1 Refer to Section 2 in the General Conditions

3. SCHEDULES, REPORTS, AND RECORDS

- 3.1 Refer to Section 3 in the General Conditions

4. DRAWINGS AND SPECIFICATIONS

- 4.1 The Contractor will be furnished four (4) sets of plans, drawings, and specifications after the execution of the Contract. Additional plans, drawings, and specifications may be obtained on request at the cost of reproduction plus ten percent (10%) for handling charges.
- 4.2 The Contractor shall be furnished with such revised plans, drawings, and specifications as may be required to show any authorized changes or extra work.
- 4.3 All plans, drawings and specifications are the property of Cox-Edwards Company, Inc., and are furnished to the OWNER and Contractor for the construction of this WORK only.
- 4.4 The Contractor shall check all dimensions and quantities on all plans, schedules, etc. The data provided on the plans and drawings is believed to be accurate but the accuracy is not guaranteed. All levels, locations, measurements, and dimensions on the job site should be verified by the Contractor prior to construction. The Contractor shall not be allowed to take or receive any advantages due to any errors or omissions in the drawings or specifications. Any errors or omissions shall be promptly brought to the attention of the Engineer. Full instructions to the Contractor shall be furnished upon the discovery of any errors or omissions and the Contractor shall carry out such instructions as if originally specified.
- 4.5 Plans and specifications should be used together. Specifications may include items not shown on plans and plans may include items not addressed in specifications. In the event that discrepancies exist between plans and specifications, such discrepancies shall immediately be brought to the Engineer's attention. The better quality or greater quantity involved in any such discrepancy shall govern unless otherwise directed by the Engineer. All items necessary or incidental for a complete installation shall be provided and constructed although all such items may not be included in the plans and specifications.
- 4.6 In case of conflict between different Sections of the Specifications, the Specifications shall be interpreted in the following order:

- 4.6.1 Permits
- 4.6.2 Change Orders
- 4.6.3 Agreements
- 4.6.4 Bid
- 4.6.5 Detailed Specifications
- 4.6.6 Division 1 – General Requirements
- 4.6.7 Supplemental General Conditions
- 4.6.8 General Conditions
- 4.7 The Contractor shall keep at least one set of plans and specifications at the construction site at all times.
- 4.8 One set of plans and specifications shall be returned by the Contractor to the Engineer upon completion of the project illustrating in red pencil any and all changes made during construction. This set of plans and specifications shall be maintained current throughout the Project and available to the Engineer.

5. SHOP DRAWINGS

- 5.1 “Shop Drawings” shall be submitted for all fabricated items or parts. All shop drawings shall first be reviewed by the Contractor and shall bear the Contractor’s seal denoting the Contractor’s approval as well as the Project name and date. Shop drawings shall be transmitted to the Engineer for approval by a cover letter from the Contractor.
- 5.2 Five (5) copies of all shop drawings shall be submitted by the Contractor to the Engineer for the Engineer’s review. The Engineer will approve or disapprove shop drawings within ten (10) working days from the date received. The Engineer’s approval of shop drawings shall not be construed in any manner as relieving the Contractor from the responsibility for compliance with the Contract Documents and for the proper fitting and construction of all Work.
- 5.3 Any errors associated with shop drawings shall also be the sole responsibility of the Contractor.
- 5.4 No work covered by shop drawings shall be initiated in any manner unless prior approval has been obtained from the Engineer. Any delays in WORK caused by the Contractor’s failure to promptly submit shop drawings for approval shall be the sole responsibility of the Contractor, and shall not be considered as adequate justification for an extension of the Contract Period.
- 5.5 Four (4) complete, bound sets of all operator’s instructions, service and parts manuals, lubrication drawings, and detail drawings, etc., shall be submitted to the OWNER by the Contractor for all equipment and other items of standard manufacture prior to final acceptance of the completed Project.
- 5.6 Three (3) copies of equipment guarantees or certificates from the appropriate manufacturer shall be furnished by the Contractor to the OWNER.

6. MATERIALS, SERVICES and FACILITIES

- 6.1 All materials and equipment provided by the Contractor shall be new and unused and shall strictly adhere to the requirements of the Contract Documents.
- 6.2 Competent and skilled personnel shall be provided for all services and labor. Manufacturer's representatives shall be used for the installation of specific equipment if requested by the Engineer.
- 6.3 All equipment and materials shall be subject to future rejection if it is determined that such equipment and materials do not strictly adhere to requirements of the Contract Documents, are defective, or are not as reported by the Contractor to the Engineer or OWNER.
- 6.4 All items of equipment shall be the latest model at the time of delivery unless otherwise directed by the Engineer.
- 6.5 All materials shall conform to the latest requirements of the American Society for Testing Materials. In addition, detail specifications shall be strictly adhered to.
- 6.6 The Contractor shall be responsible for insuring the continuity of supply for all materials, equipment, etc. Time delays caused by the Contractor's failure to promptly order equipment shall be the responsibility of the Contractor.
- 6.7 Contractor shall schedule deliveries of all equipment, materials, etc., in such a manner as not to interfere with other work.
- 6.8 Contractor shall cause the materials to be stored in such a manner as to protect them from vandalism, flooding, fire, and freezing.
- 6.9 Any WORK necessary to be performed after regular hours, on Sundays or Legal Holidays, shall be performed without additional expense to the OWNER. The Engineer will be notified seven (7) days in advance of WORK to be done on legal holidays, Saturdays, or Sundays.

7. INSPECTION AND TESTING

- 7.1 No WORK shall be covered without the approval of the Engineer. Any WORK that is covered prior to inspection and approval of the Engineer shall be uncovered at the request of the Engineer at the expense of the Contractor.
- 7.2 Inspection services of all WORK will be provided in a timely manner by the Engineer. Supervision and inspection services provided by the Engineer shall be performed solely for the purpose of determining general conformity of the WORK with the Contractor Documents and shall not be construed in any manner as liability by the Engineer for the Contractor's WORK performed under the Contract Documents.
- 7.3 Contractor shall submit to the Engineer samples of materials he proposes to use at least seven (7) days in advance of construction and shall not use such materials until permission is granted by the Engineer. There shall be no payment for samples submitted.

- 7.4 Contractor shall bear the expense of the tests and reports on test required by the Contract Documents or by the Engineer. The testing laboratory or agency must be approved by the Engineer.
- 7.5 Payment for resident inspection beyond the original Contract Time shall be an additional expense to the OWNER.
- 7.6 Contractor shall notify the Engineer seven (7) days in advance of WORK to be done on legal holidays, Saturdays, or Sundays.
- 7.7 All tests unless otherwise directed shall be in accordance with the requirements of the latest edition of the applicable standards. A partial list of these standards include, but are not limited to, the following:
- | | | |
|--------|------------|---|
| 7.7.1 | A.A.S.H.O. | American Association of State Highway Officials |
| 7.7.2 | A.C.I. | American Concrete Institute |
| 7.7.3 | A.I.S.C. | American Institute of Steel Construction |
| 7.7.4 | A.N.S.I. | American National Standards Institute |
| 7.7.5 | A.S.T.M. | American Society for Testing and Materials |
| 7.7.6 | A.W.W.A. | American Water Works Association |
| 7.7.7 | C.P.I. | Clay Pipe Institute |
| 7.7.8 | C.S. | Commercial Standards |
| 7.7.9 | F.S. | Federal Specifications |
| 7.7.10 | N.E.C. | National Electric Code |
| 7.7.11 | T.M.C.A. | Tile and Marble Contractors of America |

8. SUBSTITUTIONS

- 8.1 Contractors shall not submit BIDS on substitute items unless prior approval in writing has been obtained from the Engineer.
- 8.2 Proposed substitute items, which must be equivalent to items described by the Contract Documents, shall be submitted to the Engineer for approval at least fourteen (14) days prior to BID opening. It shall be the Contractor's responsibility to submit all items of information as necessary to the Engineer concerning substitute equipment in order that the Engineer may make the necessary judgment of the substitute item.
- 8.3 Any design changes which may result due to acceptance of a substitute item and which will create an increase in cost shall be the responsibility of the Contractor.

9. PATENTS

- 9.1 In the event that any suit is brought against the OWNER involving patents, the OWNER shall reserve the right to withhold payment to the Contractor in such amount that may be necessary to defend the OWNER against such suit.

- 9.2 The Contractor shall protect, defend, indemnify and save harmless the OWNER and Engineer and each of their employees from liability of any nature or kind, concerning any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the OWNER.
- 9.3 If the Contractor uses any design, device or material covered by letters, patent or copyright, he shall provide for such use by mutual agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that without exception the Contract Prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the WORK. The Contractor and/or his surety shall indemnify and save harmless the OWNER and Engineer of the WORK from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with WORK agreed to be performed under the Contract, and shall indemnify the OWNER and Engineer for any cost, expense or damage which it may be obliged to pay be reason of such infringement at any time during the prosecution of the WORK or after completion of the WORK.

10. SURVEYS, PERMITS AND REGULATIONS

- 10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principle component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the Contract Documents.
- 10.2 If a staking allowance is not shown in the Bid Schedule, the Contractor shall at his own expense provide cut sheets, offsets and surveying personnel as necessary to perform all other WORK.
- 10.3 If a staking allowance is shown in the Bid Schedule, the Engineer will provide construction-surveying services to stake out the proposed works on a one-time basis within the allowance shown in the Bid Schedule. The stakeout work will be performed in accordance with generally accepted engineering practice. The Contractor shall preserve all stakes, benchmarks, and other survey points. The Contractor shall be responsible for all costs resulting from the loss or destruction of survey points. If the Engineer is required to restake the project due to the Contractor's failure to preserve survey points, the Contractor shall reimburse the Engineer for his costs at the Engineer's current rate schedule. The time to be charged shall include the time necessary to perform the work of restaking, figuring new cut sheets, and traveling time. All costs associated with restaking work shall be borne by the Contractor without reimbursement through the Contract allowance.
- 10.4 Bench marks or other control points established by the Engineer shall be protected by the Contractor. The Contractor shall bear the expense of re-establishing any bench mark or control point provided by the Engineer if necessary due to loss or destruction.
- 10.5 The Contractor shall solely bear the expense associated with rectifying WORK improperly installed due to not maintaining or protecting bench marks or controls.
- 10.6 The Contractor shall at his expense obtain all permits.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

- 11.1 The Contractor shall be solely responsible for the conditions of the job site in connection with the WORK to be performed. This requirement shall apply continuously during the project period and not be limited solely to normal working hours.
- 11.2 All rules, regulations, requirements laws, etc., of all applicable local, state and federal agencies shall be strictly adhered to.
- 11.3 Inspection services rendered by the Engineer are not intended and shall not be construed to include review of adequacy of Contractor's safety measures. The Contractor shall make himself familiar with all applicable safety requirements. The Engineer shall in no way be construed as responsible for safety precautions or actions taken or not taken by the Contractor.
- 11.4 Contractor shall be solely responsible for the care of WORK covered by the Contract Documents and for all materials, supplies, equipment, etc., delivered, constructed, or stored at the site and all injury or damages to the same no matter what the cause. Suitable protection measures for all items of equipment, materials; etc., involved in the WORK shall be provided by the Contractor. The Contractor shall in particular take all necessary precautions to prevent damage, which may result from vandalism, flooding, fire, and freezing.
- 11.5 Any damages to any above or underground existing utilities shall be the sole responsibility of the Contractor.
- 11.6 All property disturbed in the process of construction shall be restored to the condition which existed prior to construction. The Project site shall be left in a neat condition. Any disturbed areas shall be graded in such a manner that adequate drainage will be provided. Seeding will be required as necessary.
- 11.7 The Contractor shall provide temporary toilet facilities. Such facilities shall comply with all appropriate regulations and laws.
- 11.8 The Contractor shall be responsible for providing safe, potable water for all employees.
- 11.9 The Contractor shall take whatever measures are necessary, including shoring and bracing, to protect and guard against damage to all buildings, structures, foundations, walks, and other property along and adjacent to the Contractor's line of work, or directly or indirectly affected by his work. The Contractor shall repair, replace, or restore all such damage to the satisfaction of the OWNER at no additional expense to the OWNER.
- 11.10 The Contractor shall at all times protect all open excavations or other hazardous areas on the Project as follows:
 - 11.10.1 The Contractor shall furnish "electrical flashing barricades".
 - 11.10.2 The Contractor shall furnish adequate "soft shoulder" signs.
 - 11.10.3 The Contractor shall furnish any other protection signs.
 - 11.10.4 The Contractor shall surround each excavation with a continuous line of barricades (with flashing devices) spaced so that no one could pass through.

11.11 The Contractor shall at all times safely guard the OWNER'S Property from injury or loss in connection with this Contract. He shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the OWNER or his duly authorized representative.

11.12 In case of an emergency, which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Engineer in a diligent manner. He shall notify the Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra WORK shall be promptly submitted to the Engineer for approval.

12. SUPERVISION BY CONTRACTOR

12.1 Refer to Section 12 in the General Conditions.

13. CHANGES IN THE WORK

13.1 The Owner may make changes in the WORK covered by this Contract by making alterations therein, additions thereto, or omissions therefrom without invalidating the Contract and without relieving or releasing the Contractor from any guarantee given to him pertinent to the Contract provision without affecting validity of the guarantee bond and without relieving or releasing the surety or sureties of said bonds. All such extra work shall be executed under conditions of the original Contract and in accordance with the applicable provisions of the specifications.

13.2 Except in an emergency endangering life or property, no change shall be made by the Contractor except upon Written Order from the Engineer countersigned by the OWNER authorizing such change, and no claim for an adjustment of the Contract Price shall be valid unless so presented. It shall be normal procedure for such change to be prepared by the Engineer and signed by the Contractor and the Engineer prior to the countersignature by the OWNER. Such Change Orders shall at all times be approved by letter from the OWNER to the Engineer prior to final execution. Approval by the OWNER shall be deemed as the final step in the execution of the Change Order.

13.3 In determining values of changes either additive or subtractive Contractors are restricted to the use of either of the three following methods singly or in combination:

13.3.1 Where the extra WORK involved is covered by unit prices quoted in the proposal, the value of the Change shall be computed to be the application of unit prices based on quantities estimated and agreed upon prior to the execution of such WORK subject to limitations in section 14.1.2 of General Conditions.

13.3.2 In determining the value of any Change which is not covered by unit prices quoted in the proposal, the value of the change shall be negotiated and agreed upon prior to the issuance of the order: and the order shall stipulate the corresponding lump sum, and the adjustment of the Contract price, either additive or subtractive.

13.3.3 Upon completion of the Change, the Change Order will be prepared as outlined above under either 13.3.1 or 13.3.2 of both.

- 13.4 It shall be agreed and understood that all modifications agreed upon shall not in any way affect the validity of the original Contract Documents or the liability of the Contractor. All work performed involving changes shall be subject to the provisions of the Contract Documents.
- 13.5 All materials or equipment which develops defects before the completion of the Project or during the period of guarantee following completion shall be removed and replaced by the Contractor notwithstanding that it may have been previously inspected and tested.
- 13.6 Failure by the Engineer to condemn defective work, equipment, etc., shall not imply acceptance of the Work, materials, etc., or release the Contractor of the obligation of removing or replacing such work, materials, etc., at the Contractor's expense.
- 13.6.1 Due to a lack of standardization of equipment as produced by different manufacturers, it may be necessary to make modifications in the structures, building, piping, controls, etc., to accommodate a particular item of equipment being utilized. The Bid Price for any equipment offered shall include the cost of implementing all necessary changes.

14. CHANGES IN CONTRACT PRICE

- 14.1 Any changes from the scope of WORK that justifies additional compensation due the Contractor and not covered by the Contract and/or Change Orders shall be identified by a written claim for extra cost as follows:
- 14.1.1 The Contractor shall in writing immediately request a Written Change Order for any extra work requested prior to conducting such work if he feels that extra compensation is justified. If a difference of opinion exists between the Engineer and the Contractor as to whether additional payment is justifiable, the Contractor shall complete any such extra work requested and file a claim for extra payment as described in 14.1.2.
- 14.1.2 The Contractor shall file a written claim for any extra cost, along with all supporting documents, within fifteen (15) days after performing the initial portion of such WORK for which extra cost is requested. The OWNER shall have the right to review, approve, or reject any such request.
- 14.1.3 No claim by the Contractor for an adjustment hereunder shall be allowed if asserted beyond fifteen (15) days from date of performing the initial portion of such work or after the Project is declared substantially complete.
- 14.2 The Contractor shall be responsible for determining all subsurface conditions at the project site prior to bidding the project. No additional compensation shall be paid for subsurface conditions.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 15.1 It is hereby understood and mutually agreed by and between the Contractor and OWNER, that the date of beginning and the time for completion as specified in the Contract of work to be done hereunder are essential conditions of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.

- 15.2 The Contractor agrees that said WORK shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified.
- 15.3 It is expressly understood and agreed, by and between the Contractor and the OWNER that the time for the completion of the WORK described herein is reasonable.
- 15.4 Weather conditions shall be considered normal and reasonable if weather conditions during the Contract Period are equal to or less than one standard deviation based upon the latest thirty (30) year "normal" climatic conditions as published by NOAA.
- 15.5 If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the OWNER, then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay the OWNER the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the WORK.
- 15.6 The said amount is fixed and agreed upon by and between the Contractor and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount is agreed to be the amount of damages which the OWNER would sustain and said amount shall be retained from time to time by the OWNER from current periodical estimates.
- 15.7 It is further agreed that time is of the essence on each and every portion of this Contract wherein a definite and certain length of time is fixed for the performance of any act whatsoever, and where under the Contract an additional time is allowed for the completion of any WORK, the new time limit fixed by such extension shall be of the essence of this Contract.
- 15.8 The Contractor shall not be charged with liquidated damages or any excess cost when the OWNER determines that the Contractor is without fault and the reasons for the time extension are acceptable to the OWNER.
- 15.9 The Contractor shall within ten (10) days from the beginning of any justified delay notify the OWNER, in writing, of the cause of the delay. The OWNER shall within a reasonable time notify the Contractor of their decision regarding the acceptability of the delay and whether a time extension shall be granted.
- 15.10 The OWNER shall have the right to deduct said liquidated damages from any money in the OWNER'S hands, otherwise due or becoming due to the Contractor.
- 15.11 The assessment of liquidated damages for failure to complete the WORK within the time specified shall not in any manner be construed as a waiver of the OWNER'S right to collect additional damages which the OWNER may obtain by failure of the Contractor to carry out the terms of the Contract Documents.

16. CORRECTIONS OF WORK

- 16.1 The Contractor shall bear all compensation for any inspection or supervisory services required for corrected work due to failure to comply with the Contract Documents or due to Contractor's negligence.

17. SUBSURFACE CONDITIONS

- 17.1 The Contractor shall be responsible for determining all subsurface conditions at the Project site prior to bidding the project.
- 17.2 Any subsurface structures such as gas lines, water lines, sewer lines, electric lines, telephone lines, storm sewer lines, etc., uncovered or discovered by the Contractor which differs from that indicated on the plan drawings shall be immediately brought to the attention of the Engineer. Such structures shall be uncovered and supported by the Contractor if necessary to complete the WORK at the Contractor's expense. All repair of these structures shall be at the Contractor's expense.
- 17.3 Protection of existing subsurface utilities shall be the sole responsibility of the Contractor. Contractor shall provide for and maintain the flow of all sewers, drains, water mains, etc., encountered during the progress of construction.
- 17.4 All costs for determining subsurface conditions and dealing with subsurface conditions shall be included in the unit price of the respective construction items.
- 17.5 Where utilities are shown on the plans, their location is believed to be accurate; however, the Engineer in no way guarantees the accuracy of the locations indicated for underground utilities. The Contractor should personally verify the location of all underground structures. Protection of all underground structures, including utilities, whether or not identified by the plans, shall be the sole responsibility of the Contractor. Any damages to underground structures shall be repaired by the Contractor to the satisfaction of the OWNER at no additional expense to the OWNER.

18. SUSPENSION OF WORK, TERMINATION AND DELAY

- 18.1 Reasons justifying the termination of a contract by the OWNER include, but are not limited to, the following:
- 18.1.1 Failure or refusal to comply with requests or instructions of the Engineer within a reasonable time.
- 18.1.2 Failure or refusal to remove rejected materials.
- 18.1.3 Failure or refusal to perform anew any defective or unacceptable WORK.
- 18.1.4 Bankruptcy or insolvency, or the making of an assignment for the benefit of creditors.
- 18.1.5 Failure to provide a qualified superintendent, or sufficient and competent workmen or Subcontractors to conduct WORK in a satisfactory and workmanlike manner; or failure to complete the work in accordance with the agreed progress schedule.
- 18.1.6 Failure to provide proper materials, equipment or supplies.
- 18.1.7 Violation or failure to comply with important provisions of the Contract Documents.
- 18.1.8 Failure to complete the WORK within the contract period or any extension granted by the OWNER.
- 18.1.9 Failure to contact the Engineer daily as required within the Contract Documents.

19. PAYMENTS TO THE CONTRACTOR

- 19.1 The request for payment may include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site. Any request for payment for stored materials shall include a detailed inventory of materials on site and invoices for materials received as of the predesignated cut off date.
- 19.2 The Engineer may recommend that payment be withheld for reasons such as the following:
 - 19.2.1 Defective WORK not corrected;
 - 19.2.2 Suits or other claims filed against the OWNER or the Contractor by other parties;
 - 19.2.3 Failure of Contractor to make timely payments to Subcontractors, employees, etc.;
 - 19.2.4 Reasonable doubt that project can be completed for the unpaid balance;
 - 19.2.5 Damages to other parties or construction;
 - 19.2.6 Failure or refusal of the Contractor to comply with instructions of the OWNER or Engineer within a reasonable time;
 - 19.2.7 Liquidated damages payable by the Contractor; and
 - 19.2.8 Any other violations or failures to comply with the requirements of the Contract Documents.
 - 19.2.9 Failure to contact the Engineer daily as required within the Contract Documents.
 - 19.2.10 Failure of Contractor to maintain and provide as-built drawings.
- 19.3 The OWNER shall, within ten (10) days of presentation to him, pay the Contractor a progress payment on the basis of the approved partial payment request.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

- 20.1 Final payment shall not be construed as a release to the Contractor or his Surety from any obligation under this Contract or under any Bonds including, but not limited to, (1) obligations stemming from or pertaining to materials defects, (2) faulty WORK or materials appearing after payment, (3) failure of equipment to perform efficiently in accordance with the Contract Documents including plans and specifications, and (4) unsettled claims, claims for non-payment of laborers, mechanics, etc.

21. INSURANCE

- 21.1 Refer to Section 21 in the General Conditions.

22. CONTRACT SECURITY

- 22.1 The Performance Bond shall be valid and in full force and effect throughout the Contract period and throughout the one (1) year guarantee period.
- 22.2 The Payment Bond shall be valid and in full force and effect throughout the Contract period and throughout the longer period of one (1) year from the day on which the last of the labor was performed or material was furnished by any claimant under the Payment Bond or one (1) year from the day on which final settlement is made with the Contractor.

23. ASSIGNMENTS

23.1 Refer to Section 23 in the General Conditions.

24. INDEMNIFICATION

24.1 Refer to Section 24 in the General Conditions.

25. SEPARATE CONTRACTS

25.1 Refer to Section 25 in the General Conditions.

26. SUBCONTRACTING

26.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the WORK which, under normal contracting practices, are performed by specialty Subcontractors.

26.2 The Contractor shall not award any work to any Subcontractor without prior written approval of the OWNER, which approval will not be given until the Contractor submits to the OWNER a Written statement concerning the proposed award to the Subcontractor, which statement will contain such information as the OWNER may require.

26.3 The Contractor shall be as fully responsible to the OWNER for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the WORK to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the WORK of Subcontractors and to give the Contractor the same power as regards terminating any Subcontract that the OWNER may exercise over the Contractor under any provision of the Contract Documents.

26.5 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the OWNER.

26.6 The Contractor's Superintendent must be on the job site at any time WORK is being performed by his crew or Subcontractors.

26.7 Superintendent must be approved by the Engineer prior to any WORK being done. (List of Superintendent's qualifications and experience must be submitted upon request.)

27. ENGINEER'S AUTHORITY

27.1 The Engineer has the authority to suspend all work by the Contractor for reasons believed sufficient by the Engineer. Such reasons include, but are not limited to, the failure of the Contractor to follow instructions, effectively carry out the provisions of the Contract Documents, and supply trained labor, inclement weather, and other similar provisions. The Contractor shall remain responsible for protecting and safeguarding all WORK and storage areas during such periods when WORK is suspended.

27.2 All defective material, equipment, or workmanship shall be rejected by the Engineer at the time it is discovered, even though the same item that is discovered defective may previously have been accepted and paid for.

27.3 The Engineer shall have the authority to require that the Contractor immediately dismiss any of the Contractor's employees who are incompetent, disorderly, incorrigible, etc. Any such employee shall not be permitted to return to the Project unless written permission is granted by the Engineer.

28. LAND AND RIGHT-OF-WAY

28.1 Refer to Section 28 of the General Conditions.

29. GUARANTEE

29.1 Refer to Section 29 of the General Conditions.

30. TAXES

30.1 The Contractor shall, without additional expense to the OWNER, pay all applicable federal, state and local taxes of every kind, except taxes and assessments on the real property comprising the site of the Project, and such taxes shall be considered incidental and included in the Total Bid.

30.2 The Contractor shall furnish the OWNER with statements evidencing payment of any sales, use or excise tax and such other documents as may be necessary for the OWNER to make request for tax refund as provided by applicable law. Three (3) copies of the sales tax report and associated documents shall be furnished to the OWNER before final payment on the Contract is made to the Contractor.

31. CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES

31.1 The Contractor shall and will, in good workmanlike manner, do and perform all WORK and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise specified, necessary or proper to perform and complete all the WORK required by this Contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this Contract and any and all supplemental plans and drawings, and in accordance with the directions of the Engineer given from time to time during the progress of the WORK. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications, and shall do, carry on and complete the entire WORK to satisfaction of the Engineer and the OWNER.

31.2 If, through acts of neglect on the part of the Contractor, any other Contractors or any other Contractors or any Subcontractor shall suffer loss of damage on WORK, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the OWNER or the Engineer on account of any damage alleged to have been sustained, the OWNER or the Engineer shall notify the Contractor, who shall indemnify and save harmless the OWNER and the Engineer against any such claim.

- 31.3 The Contractor expressly undertakes at his own expense:
- 31.3.1 To take every precaution against injury to persons or damage to property;
 - 31.3.2 To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the WORK as will not unduly interfere with the progress of his WORK of any other Contractors.
 - 31.3.3 To place upon the WORK or any part thereof only such loads as are consistent with the safety of that portion of the WORK;
 - 31.3.4 To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of WORK shall present a neat, orderly and workmanlike appearance.
 - 31.3.5 Before final payment to remove all surplus materials, falsework, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
 - 31.3.6 To effect all cutting, fitting, or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other Contractor.
- 31.4 The CONTRACTOR shall be responsible for payment of all utility bills until date of substantial completion.
- 31.5 The CONTRACTOR shall at his expense be responsible for acquisition of all needed permits and Bonds.
- 31.6 The CONTRACTOR shall pay:
- 31.6.1 For all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered,
 - 31.6.2 For all materials, tools and other expendable equipment to the extent of ninety (90%) percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the Project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the WORK in or on which such material, tools, and equipment are incorporated or used, and
 - 31.6.3 To each of his Subcontractors not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the WORK performed by his Subcontractors to the extent of each Subcontractors interest therein.

32. PRE-BID EXAMINATION OF CONDITIONS

- 32.1 Submission of a bid shall be conclusive evidence that the Contractor has fully examined and investigated the site of the WORK, including subsurface soil and groundwater conditions, the plans, and the Contract Documents; that the Contractor knows and is satisfied as to the conditions to be encountered, the

character, quality, and scope of WORK to be performed, the quantities of materials to be furnished, and the requirements of the plans and Contract Documents; and that the Contractor has included all associated costs for the WORK within the prices shown in his bid.

33. WORK SCHEDULING

- 33.1 The Contractor shall submit to the Engineer within thirty (30) days after award of Contract a schedule for the completion of all WORK described in the Contract Documents. Scheduling shall include the proper order of construction considering purchase time, shop drawing approval, material, equipment, deliveries, etc. Normal work hours as well as work schedules shall also be included.
- 33.2 The Contractor shall provide the Engineer with immediate notification of any normal work day lost due to rain, etc., in order to prevent the Engineer from providing inspection services when the Contractor does not plan to work.
- 33.3 If the Contractor does not adhere to the schedule submitted, he may be ordered by the Engineer to increase work forces, provide extra equipment, etc., as necessary to complete the job in the time specified in the Contract Documents.
- 33.4 Within ten (10) days after execution of the Contract Documents, the Contractor shall deliver to the Owner for approval an estimated monthly payment schedule that will become due to the Contractor in accordance with the progress schedule.
- 33.5 Inclement Weather - During periods of inclement weather when the Contractor is unable to perform his duties in a first class manner, all construction activities will be ceased and efforts taken to properly secure and protect previous Work completed and materials, equipment, etc., in storage.
- 33.6 Saturdays, Sundays, Holidays and Overtime – Any Work performed after regular working hours, on legal holidays or weekends shall be performed by the Contractor at no additional expense to the OWNER and at the discretion of the OWNER. The Engineer shall be notified seven (7) days in advance of work to be performed on legal holidays, Saturdays, or Sundays.

34. ADDITIONAL OR SUBSTITUTE BOND

- 34.1 If at any time the OWNER for justifiable cause, shall be or become dissatisfied with the Surety or Sureties for the Performance and/or Payment Bonds, the Contractor shall within five (5) days after notice from the OWNER to do so substitute an acceptable BOND (of Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable BOND to the OWNER.

35. ACCESS TO SITE

- 35.1 The Contractor is advised that WORK by others will be in progress during the Contract Period. Access to the site may be limited. The Contractor shall coordinate his proposed schedule and routes of ingress and egress with that of the other Work in progress at the same time.

36. REGISTRATION OF CHEMICALS

- 36.1 All chemicals used during Project construction or furnished such as herbicides, pesticides, disinfectants, polymers, reagents, or other classifications must show approval of USDA. Use of such chemicals and disposal of residue shall be in strict conformance with instructions.

37. PERSONAL LIABILITY OF THE ENGINEER

- 37.1 There shall be no liability upon the Engineer or his representatives associated with fulfilling the requirements of the Contract Documents or in exercising any authority granted by the Contract Documents, it being understood that in all such matters that the Engineer is acting as an agent and representative of the OWNER.

38. REQUIRED PROVISIONS DEEMED INSERTED

- 38.1 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

39. ORDER OF CONSTRUCTION

- 39.1 The Engineer shall have authority to determine the general order in which the construction work will be performed. The general order shall include the starting point and order of the major items of construction. The general order of work is not the daily sequence of construction activities. The Engineer will determine the general order of construction when it is in the best interest of the OWNER.

40. CONTRACTOR – ENGINEER COORDINATION

- 40.1 The Contractor shall coordinate all work with the OWNER and ENGINEER and at a time deemed appropriate by the OWNER or ENGINEER.

41. COST INFORMATION

- 41.1 When a contract is awarded on a lump sum basis, the Contractor shall submit to the Engineer a segregation of his lump sum BID into items similar to the various subdivisions of the general and detailed specifications, the sum of which shall be equal the lump sum BID. The cost of various other materials or items shall be submitted to the Engineer as requested.

42. FINAL MEASUREMENTS

- 42.1 Final measurements for any unit price items in contracts will be made by the Engineer. The Contractor shall at his own expense provide help and other assistance as may be required for making final measurements.

43. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY OWNER

- 43.1 The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the OWNER, provided the OWNER:

- 43.1.1 Secures written consent of the Contractor except in the event, in the opinion of the Engineer, the Contractor is chargeable with unwarranted delay in completing the Contract requirements;
 - 43.1.2 Secures consent of the Surety;
 - 43.1.3 Secures endorsement from the insurance carrier(s) permitting occupancy of the building or use of the project during the remaining period of construction; or
 - 43.1.4 When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit from the insurance carrier to complete construction.
- 43.2 The Contractor shall have tested and placed into operation any portion of the facilities requested for occupancy by the OWNER prior to formal acceptance by the OWNER. At the time the OWNER takes occupancy, he shall assume the responsibility for operation and normal maintenance, including utilities and other expenses ordinarily associated with the operation and maintenance of the facilities occupied. IF the occupied facilities become inoperative due to the fault of the Contractor or equipment, materials, etc., the Contractor shall take whatever actions are necessary to correct the situation to the OWNER'S satisfaction. Utility bills, etc., incurred during this "downtime" shall be the responsibility of the Contractor.

44. AS-BUILTS

- 44.1 The Contractor shall provide to the OWNER one (1) set of complete as-built drawings acceptable to the Engineer.

45. CONTROL OF EROSION, SILTATION, AND POLLUTION

- 45.1 The Contractor shall take whatever measures are necessary to minimize soil erosion and siltation, water pollution, and air pollution. The Contractor shall also comply with the applicable regulations of all legally constituted authorities relating to pollution prevention and control. The Contractor shall keep himself fully informed of all prevention and control. The Contractor shall keep himself fully informed of all such regulations which in any way affect the conduct of the work. In the event of conflict between such regulations and the requirements of these specifications, the more restrictive requirements shall apply.
- 45.2 Failure on the part of the Contractor to perform the necessary measures to control erosion, siltation, and pollution will result in the Engineer notifying the Contractor to take such measures. In the event that the Contractor fails to perform such measures within 24 hours after receipt of such notice, the Engineer may suspend the work with no extension of Contract Time, or may proceed to have such measures performed by others at the Contractor's expense, or both.
- 45.3 The Contractor's attention is directed to the project plans showing minimum erosion and sedimentation control measures to be taken during the construction. Bidders are further advised that all construction operations shall meet all requirements of the Sedimentation Pollution Control Act GS 113A-54; that all work shall be subject to review and inspection by the North Carolina Department of Environment, Health, and Natural Resources and that corrective action relative to erosion and sedimentation control measures required by the Department of Environment, Health, and Natural Resources during the course of the Work shall be complied with even though such measures are not described in detail in the project specifications or shown on the project plans.

- 45.4 The successful bidder shall schedule his construction activities so that erosion problems will be minimized during the course of the work. Where land disturbing activities occur, the disturbed area shall be seeded and mulched within 30 days after ceasing land-disturbing activities. All erosion and sedimentation structures or measures shall be cleaned, replaced, and maintained etc. as required during the course of the WORK.
- 45.5 The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent the eroding of soil and silting of rivers, streams, lakes, reservoirs, ditches, ground surfaces, or other property. Should any erosion or siltation occur, the Contractor shall take immediate action to correct the situation. The Contractor shall remove and properly dispose of any material washed into rivers, streams, lakes reservoirs, ditches, storm sewers, or other property. The Contractor shall be liable for any damage to private or public property resulting from insufficient erosion and siltation control measures.
- 45.6 Construction operations in rivers, streams, ditches, and water improvements shall be restricted to those areas which must be entered for the performance of Work shown on the plans. Excavated materials shall not be deposited in rivers, streams, ditches, or impoundments except that temporary earth dikes may be used when approved by the Engineer, but such dikes shall be completely removed in such manner as to prevent siltation. Frequent fording of flowing streams with equipment will not be permitted. Temporary bridges or other structures shall be used wherever frequent crossings are necessary.
- 45.7 Temporary and permanent erosion control measures shall be provided as shown on the plans or as directed by the Engineer. Temporary erosion control measures shall include but not be limited to the use of temporary berms, dikes, drainage ditches, silt basins, silt ditches, slope drains, structures, vegetation mulches, mats, netting, gravel, or other necessary methods. Temporary erosion control may include work outside the right-of-way or construction limits.
- 45.8 The Engineer may limit the area over which excavation, embankment, and grading operations are performed whenever the Contractor's operations are not effectively minimizing erosion and/or siltation.
- 45.9 The Contractor shall take every precaution throughout the life of the project to prevent the pollution of rivers, streams, and water impoundments. Pollutants such as chemicals, fuels, lubricants, bitumens, sewage, and other harmful waste shall not be discharged into or alongside rivers, streams, or impoundments, or into natural or manmade channels leading thereto. The Contractor shall also comply with all federal, state and local water and air pollution laws.

---END OF SECTION---

SECTION 00805

HUD-4010 FEDERAL LABOR STANDARDS PROVISIONS

A. 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.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) 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 classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must 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.

iv. Fringe benefits not expressed as an hourly rate

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working 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; and

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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must 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, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must 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 must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it 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 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons 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 he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) 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 or her 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 29 CFR 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 U.S.C. § 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.

SECTION 00806

WH-347 PAYROLL FORM AND INSTRUCTIONS

U.S. Department of Labor

Wage and Hour Division

Davis-Bacon and Related Acts Weekly Certified Payroll Form

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

Unless otherwise noted, the information requested is specific to the named project below.

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



Rev. January 2025
OMB No.: 1235-0008
Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM

☐ PRIME CONTRACTOR

☐ SUBCONTRACTOR

PROJECT NAME				PROJECT NO. or CONTRACT NO.			CERTIFIED PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME																
PROJECT LOCATION				WAGE DETERMINATION NO.			WEEK ENDING DATE		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS																
(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)				(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)			(9)					
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERED APPRENTICE	LABOR CLASSIFICATION	ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES							TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR ALL WORK	DEDUCTIONS FOR ALL WORK				NET PAY TO WORKER FOR ALL WORK
								HOURS WORKED EACH DAY													TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)	TOTAL DEDUCTIONS	
							ST																		
							OT																		
							ST																		
							OT																		
							ST																		
							OT																		
							ST																		
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210 (over)

PROJECT NAME			PROJECT NO. or CONTRACT NO.			PAYROLL NO.			PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME									
PROJECT LOCATION						WEEK ENDING DATE			CERTIFYING OFFICIAL'S NAME AND TITLE									
I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:																		
<input type="checkbox"/> The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.																		
<input type="checkbox"/> All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.																		
<input type="checkbox"/> The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.																		
<input type="checkbox"/> Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.																		
APPRENTICESHIP PROGRAM NAME						REGISTERED			NAME OF LABOR CLASSIFICATION									
						<input type="checkbox"/> OA		<input type="checkbox"/> SAA										
						<input type="checkbox"/> OA		<input type="checkbox"/> SAA										
						<input type="checkbox"/> OA		<input type="checkbox"/> SAA										
<input type="checkbox"/> Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.																		
HOURLY CREDIT FOR FRINGE BENEFITS																		
If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.																		
NAME OF WORKER		FB NAME				FB NAME				FB NAME				FB NAME				TOTAL HOURLY CREDIT
		FB TYPE				FB TYPE				FB TYPE				FB TYPE				
		PLAN NO.				PLAN NO.				PLAN NO.				PLAN NO.				
		<input type="checkbox"/> Funded		<input type="checkbox"/> Unfunded		<input type="checkbox"/> Funded		<input type="checkbox"/> Unfunded		<input type="checkbox"/> Funded		<input type="checkbox"/> Unfunded		<input type="checkbox"/> Funded		<input type="checkbox"/> Unfunded		
		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		\$
		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		\$
		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		\$
		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		\$
		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		\$
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		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		\$
		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		\$
		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		\$
<input type="checkbox"/> All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.																		
ADDITIONAL REMARKS																		
SIGNATURE OF CERTIFYING OFFICIAL						DATE		TELEPHONE NUMBER				EMAIL ADDRESS						
								(____) ____ -____										
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.																		

Wage and Hour Division

Instructions For Completing Davis-Bacon and Related Acts Weekly Certified Payroll Form, WH-347

- [WH-347 \(PDF\)](#)
OMB Control No. 1235-0008, Expires 01/31/2028.

General: Form WH-347 is available for the convenience of contractors and subcontractors to submit certified weekly payrolls in connection with their Federal or federally assisted construction contracts and subcontracts. Properly completed, this form will satisfy the requirements of the regulations in parts 3 and 5 of Title 29 of the Code of Federal Regulations (CFR) as to certified payrolls submitted in connection with contracts subject to the Davis-Bacon and Related Acts (DBRA).

While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, “furnish a statement on the wages paid each employee during the prior week.” U.S. Department of Labor (DOL) Regulations at 29 CFR 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the Federal agency is not party to the contract, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency that provided the Federal assistance). Each certified payroll must be accompanied by a signed “Statement of Compliance” (e.g., page 2 of the WH-347 or another document with *identical* wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to help determine whether workers have received legally required wages and fringe benefits.

Under the DBRA, contractors and subcontractors are required to pay not less than the prevailing wage, including fringe benefits, as predetermined by DOL. The contractor’s obligation to pay fringe benefits may be met through the contractor’s contributions to or reasonably anticipated costs of bona fide benefit plans, funds, or programs, or by paying workers cash in lieu of fringe benefits.

Form WH-347 provides fields for contractors and subcontractors to document all wages paid to each worker, whether paid entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits, and provides for the contractor or subcontractor’s certification in the Statement of Compliance (as shown on page 2 of Form WH-347) that the data and payroll information on the form are accurate and complete. The Statement of Compliance also provides for the representation that the contractor or subcontractor is paying its workers, including registered apprentices, at least the required wage rates, satisfying its fringe benefits obligations, and maintaining required payroll records.

Detailed instructions for completing the first page of Form WH-347 follow:

“Check Box” for Submission of Final DBRA Certified Payroll Form: Mark the box to indicate that this submission is for the final week of work on the project for the contractor or subcontractor.

“Check Box” for Prime Contractor or Subcontractor: Mark the appropriate box to indicate whether it is the prime contractor or a subcontractor on the project for which certified payroll is being reported.

Project Name: Enter the name of the project on which you are reporting.

Project No. or Contract No.: Enter the project number or the prime contract number assigned by the relevant contracting agency (if available).

Certified Payroll No.: Beginning with the number “1”, each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

Prime Contractor’s/Subcontractor’s Business Name: Enter the business’ legal name.

Project Location: Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

Wage Determination No.: Enter the wage determination number(s) and revision number(s) included in the covered contract and relevant to the submitted certified payroll form (e.g., if there are multiple wage determinations applicable to the project, please list all wage determinations that applied to the work performed by the workers in this pay period).

Week Ending Date: Enter the workweek ending date for this pay period.

Prime Contractor's/Subcontractor's Business Address: Enter the company's full business address.

Column 1A – Worker Entry No.: Beginning with the number “1”, enter each worker’s entry number (e.g., entry in row 2 may be 2, entry in row 3 may be 3, etc. If reporting more than 8 entries, row 1 on page 2 may be entry 9 and row 1 on page 3 may be entry 17, etc.). If a worker works in more than one labor classification during the course of the week, the contractor should show the number of hours the worker worked in each classification using separate rows. In such circumstances, the same worker entry number should be used on each row associated with the worker.

Column 1B – Worker Last Name: Self-explanatory.

Column 1C – Worker First Name: Self-explanatory.

Column 1D – Worker Middle Initial: Self-explanatory.

Column 1E – Worker Identifying No.: Enter each worker’s individual identifying number (e.g., last four digits of the worker’s social security number or any number specific to the individual worker) on each weekly certified payroll submitted. **Note:** *workers’ full Social Security numbers must **not** be included.*

Column 2 – Journeyworker / Registered Apprentice: Enter “J” if the worker is a journeyworker or “RA” if the worker is a registered apprentice in an apprenticeship program approved by DOL’s Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA). For registered apprentices, also list their level of progression within the approved program.

Column 3 – Labor Classification: List the labor classification for the work actually performed by each worker. Labor classifications are found in the applicable Davis-Bacon wage determination(s) that are included in the contract for this project. If the wage determination(s) does not include a labor classification for work that a worker has performed on this contract, contact the Contracting Officer or Agency representative immediately.

If a worker performed work in more than one labor classification during the week, the worker must be paid at least the rate specified for the appropriate labor classification for the time actually worked in that labor classification. In such circumstances, an accurate breakdown of hours worked in each labor classification must be shown on the submitted payroll by using a separate row for each labor classification in which the worker performed work. If the contractor did not maintain an accurate breakdown of hours worked by a worker in each labor classification, the worker must be paid for all hours worked using the highest applicable prevailing wage rate (basic hourly rate and fringe benefits).

Column 4 – Hours Worked Each Day: In column 4 in the table above row 1, please enter the first letter for each day of the contractor’s workweek in each box on the top row and its corresponding date in each box on the second row below it. For example, if a contractor’s workweek starts on Tuesday and ends on Monday, enter “T” for Tuesday in the first box of the first row and continue with the appropriate letter identifying the day of the week for each box ending with “M” on the last box of the first row. In the second row, enter the corresponding date for each day of the week. Please see example below:

T	W	T	F	S	S	M
6/16	6/17	6/18	6/19	6/20	6/21	6/22

For worker-specific entries, please enter hours worked on this project as straight time (“ST”) and overtime (“OT”) in the applicable boxes. On all contracts subject to the Contract Work Hours and Safety Standards Act (CWHSSA), enter hours worked on this project in excess of 40 hours total in the week as overtime (“OT”) (including hours worked on and off the site of the work of the covered contract). **Note:** *For more information about compliance with overtime requirements on Federal and federally assisted contracts, please visit [Overtime Pay on Government Contracts](#).*

Column 5 – Total Hours Worked for the Week: Enter the total number of the hours worked entered in column four.

Column 6A – Hourly Wage Rate Paid for ST and OT: For each worker, list the actual hourly rate paid for straight time (top row) and overtime (bottom row) worked for work in the classification indicated in column 3. If the worker was paid at a higher rate than the wage rate required on the wage determination, indicate the wage rate the worker was actually paid. **Note:** *do not include cash payments in lieu of fringe benefits in this column.*

Column 6B – Total Fringe Benefit Credit: Enter the total of the contractor's or subcontractor's contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs for which the contractor or subcontractor is taking a credit toward satisfying Davis-Bacon prevailing fringe benefit rates as listed on page 2 of Form WH-347 under "Hourly Credit for Fringe Benefits". This amount should equal the worker's total hours worked in this period multiplied by the hourly credit for fringe benefits as listed under the Total Hourly Credit column on page 2 of Form WH-347 under "Hourly Credit for Fringe Benefits".

Column 6C – Payment in Lieu of Fringe Benefits: Enter the total amount in cash provided in lieu of fringe benefits to the worker during the workweek. This amount should equal the worker's total hours worked in this period multiplied by the hourly rate provided to the worker as cash in lieu of fringe benefits.

Column 7A – Gross Amount Earned: Enter the worker's gross amount earned for the workweek for hours worked on this Federal or federally assisted project.

Column 7B – Gross Amount Earned for all Work: If part of a worker's weekly wage was earned on projects or work other than the project described on this payroll, including non-DBRA covered projects, enter in column 7B the total gross amount earned during the week for all work performed during the week.

Column 8 – Deductions for all Work: Enter all deductions made from worker's total gross amount earned for all work (Column 7B). Columns are provided for entering deductions made for tax withholdings, FICA, and "Other" deductions. If the amount under "Other" deductions is specific to one deduction, please describe the deduction under "Additional Remarks" on page 2 of this certified payroll form. If the amount under the "Other" deductions made from the worker's pay is a result of more than one deduction, submit an addendum that itemizes each deduction and includes a description and amount for each deduction listed on that document. Enter the total amount for all deductions actually made under the "Total Deductions" column (include the amounts listed under the Tax Withholdings, FICA and Other columns). All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR part 3. If a worker worked on other jobs in addition to this project, do not pro-rate the deductions; instead, show actual deductions from the worker's weekly gross wage for all projects. **Note:** *Except for deductions listed in 29 CFR 3.5, all deductions must have prior approval from the Department of Labor.*

Column 9 – Net Payment to Worker for All Work: Enter the actual dollar amount paid to the worker for all hours worked across all projects (including non-DBRA covered projects) during the week.

Detailed instructions for completing the second page of Form WH-347 follow:

Project Name: Enter the name of the project on which you are reporting.

Project No. Or Contract No.: Enter the project or prime contract number associated with your contract assigned by the relevant contracting agency (if available).

Payroll No.: Beginning with the number "1", each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

Prime Contractor's/Subcontractor's Business Name: Enter the business' legal name.

Project Location: Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

Week Ending Date: Enter the workweek ending date for this pay period.

Certifying Official's Name and Title: Print the name and official title of the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form.

Statement of Compliance: While the "Statement of Compliance" need not be notarized, the statement (on page 2 of this certified payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

If applicable, please "check" each of the 6 boxes certifying the accompanying statement as accurate. Boxes 1, 2, 3 and 6 (i.e., the first three boxes and the last box) always **must** be checked to certify that the contractor or subcontractor completing the form is in compliance with the DBRA.

If any worker is being paid as an apprentice during the period, box 4 **must** be checked and each program name in which the contractor has registered apprentices working on the project during this payroll period must be listed, with the appropriate box checked to indicate whether the apprenticeship program is registered with DOL's Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA), and the name of the labor classification entered. If more than three entries are required, please submit an addendum providing the requested information with the submission of the certified payroll. If box 4 is not applicable, do not check the box and enter "Not Applicable" or "N/A" in the entry subsection, under Apprenticeship Program Name.

If the contractor or subcontractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs, box 5 must be checked and the subsections titled "Hourly Credit for Fringe Benefits" must be completed. In the first column, list each worker entry number (entered in column 1A on the first page) and name of worker for whom the contractor or subcontractor claimed an hourly fringe benefit credit (this should mirror the worker names and order found on Page 1 of the certified payroll form). In the following columns, list each fringe benefit plan name in the top row, fringe benefit plan type in the second row, fringe benefit plan number in the third row, mark whether the fringe benefit plan is funded or unfunded in the fourth row, and state the hourly amount of credit claimed for each worker under each applicable plan in the rows below. In the last column, list the total hourly cost of fringe benefit provided for each worker. Where the contractor or subcontractor is claiming a credit for the reasonably anticipated costs of fringe benefits provided directly by the contractor (commonly referred to as an "unfunded plan"), the contractor or subcontractor must have prior approval from the Department of Labor prior to claiming such credit as required in 29 CFR 5.28. If more than six bona fide fringe benefits are provided to the workers for which the contractor is claiming a credit, submit an addendum for each providing the information requested in this section.

Note: If the contractor or subcontractor is meeting its fringe benefit obligations partially through contributions to or reasonably anticipated costs of a bona fide fringe benefit plan and partially through the payment of cash in lieu of fringe benefits, the contractor or subcontractor should enter the respective amounts in this section and in column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1. If the contractor or subcontractor is meeting its fringe benefits obligations by simply paying the cash equivalent to each worker, check the box but do not complete the subsection, because those payments will be reported under column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1.

Additional Remarks: Optional space for additional information on deductions, hourly cost of fringe benefits, or explanations. If more space is needed, please continue remarks on a separate page. If the optional space or separate pages are used, please include all contractor and project information required by the form.

Signature of Certifying Official, Date, Telephone Number, and Email Address: The Statement of Compliance must be signed by the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form. Enter the phone number and email address of the individual who is signing the statement and the date signed. Legally valid electronic signatures are acceptable. A legally valid electronic signature includes any electronic process that indicates acceptance of the certified payroll record and includes an electronic method of verifying the signer's identity. **Note:** Photocopies or scanned copies of signatures do not satisfy this requirement.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html.

Submit Feedback

Topics	Worker Rights	For Employers	Resources	Interpretive Guidance	State Laws
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DisasterAssistance.gov

USA.gov

LABOR DEPARTMENT

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Office of Inspector General

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Wage Determinations

Accessibility Statement

Wage and Hour Division

An agency within the U.S.
Department of Labor

200 Constitution Ave NW
Washington, DC 20210
[1-866-4-US-WAGE](tel:1-866-4-US-WAGE)
[1-866-487-9243](tel:1-866-487-9243)
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SECTION 00807
DAVIS-BACON WAGE DECISIONS

Superseded General Decision Number: NC20240080

State: North Carolina

Construction Type: Heavy

Counties: Chatham, Durham, Edgecombe, Greene, Nash, Orange, Person, Pitt and Wayne Counties in North Carolina.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 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.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. 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 that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 13.98 **	0.69
ELECTRICIAN.....	\$ 15.41 **	3.13
LABORER: Common or General.....	\$ 10.35 **	2.84
LABORER: Pipelayer.....	\$ 12.70 **	2.04
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.16 **	3.18
OPERATOR: Bulldozer.....	\$ 14.63 **	0.00
OPERATOR: Loader.....	\$ 15.13 **	2.79
TRUCK DRIVER.....	\$ 13.12 **	1.89

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

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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>.

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)).

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

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State Adopted Rate Identifiers

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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

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

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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 or by mail to:

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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"

Superseded General Decision Number: NC20240090

State: North Carolina

Construction Type: Highway

Counties: Brunswick, Cumberland, Currituck, Edgecombe, Franklin, Greene, Hoke, Johnston, Nash, New Hanover, Onslow, Pender, Pitt, Wake and Wayne Counties in North Carolina.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 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.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. 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 that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/03/2025

SUNC2014-005 11/17/2014

	Rates	Fringes
BLASTER.....	\$ 21.04	
CARPENTER.....	\$ 13.72 **	
CEMENT MASON/CONCRETE FINISHER...	\$ 14.48 **	
ELECTRICIAN		
Electrician.....	\$ 17.97	
Telecommunications		
Technician.....	\$ 16.79 **	.63
IRONWORKER.....	\$ 16.02 **	
LABORER		
Asphalt Raker and Spreader..	\$ 12.46 **	
Asphalt Screed/Jackman.....	\$ 14.33 **	
Carpenter Tender.....	\$ 12.88 **	
Cement Mason/Concrete		
Finisher Tender.....	\$ 12.54 **	
Common or General.....	\$ 10.20 **	
Guardrail/Fence Installer...	\$ 12.87 **	
Pipelayer.....	\$ 12.17 **	
Traffic Signal/Lighting		
Installer.....	\$ 14.89 **	
PAINTER		
Bridge.....	\$ 24.57	
POWER EQUIPMENT OPERATOR		
Asphalt Broom Tractor.....	\$ 11.85 **	
Bulldozer Fine.....	\$ 17.04 **	
Bulldozer Rough.....	\$ 14.34 **	
Concrete Grinder/Groover...	\$ 20.34	2.30
Crane Boom Trucks.....	\$ 20.54	
Crane Other.....	\$ 20.08	
Crane Rough/All Terrain.....	\$ 20.67	
Drill Operator Rock.....	\$ 14.38 **	
Drill Operator Structure....	\$ 21.14	
Excavator Fine.....	\$ 16.60 **	
Excavator Rough.....	\$ 14.00 **	
Grader/Blade Fine.....	\$ 18.47	
Grader/Blade Rough.....	\$ 14.62 **	
Loader 2 Cubic Yards or		
Less.....	\$ 13.76 **	
Loader Greater Than 2		
Cubic Yards.....	\$ 14.14 **	
Material Transfer Vehicle		
(Shuttle Buggy).....	\$ 15.18 **	
Mechanic.....	\$ 17.55 **	
Milling Machine.....	\$ 15.36 **	
Off-Road Hauler/Water		
Tanker.....	\$ 11.36 **	
Oiler/Greaser.....	\$ 13.55 **	
Pavement Marking Equipment..	\$ 12.11 **	
Paver Asphalt.....	\$ 15.59 **	

Paver Concrete.....	\$ 18.20	
Roller Asphalt Breakdown....	\$ 12.45	**
Roller Asphalt Finish.....	\$ 13.85	**
Roller Other.....	\$ 11.36	**
Scraper Finish.....	\$ 12.71	**
Scraper Rough.....	\$ 11.35	**
Slip Form Machine.....	\$ 16.50	**
Tack Truck/Distributor		
Operator.....	\$ 14.52	**

TRUCK DRIVER

GVWR of 26,000 or Less.....	\$ 11.12	**
GVWR of 26,001 Lbs or		
Greater.....	\$ 12.37	**

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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>.

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)).

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.

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END OF GENERAL DECISION"

SECTION 00844

NC Division of Water Infrastructure MBE/WBE (DBE) Compliance Supplement Instructions for CDBG-I Program

(This package combines the various aspects of State of NC HUB program requirements and Federal DBE requirements into a single compliance supplement to eliminate redundancy and ambiguity)

ITEM:	WHAT TO DO WITH IT:
Good Faith Efforts Form	Provided by all bidders to be responsive
Table A (summary of firms on job)	Provided by all bidders to be responsive
Table B (per trade being subcontracted)	Provided by all bidders to be responsive (if subcontracting is achieved)
Provide documentation of anything you did that is mentioned later in this supplement. Documentation includes, but not limited to: <ul style="list-style-type: none">• Proof of trade paper advertisement• Print out of DBE sources used• Solicitation via emails and/or letters	Provided by all bidders to be responsive (if subcontracting is achieved) Local Governments must retain copies in grant files.

NOTES ON THIS COMPLIANCE SUPPLEMENT

MBE = Minority Owned Business Enterprise
WBE = Women Owned Business Enterprise

HUB = Historically Underutilized Business
DBE = Disadvantaged Business Enterprise

State of NC MBE/WBE participation goal: 10% (combined)

These are goals that the State of North Carolina reports against and are not quotas. Good faith efforts must be adhered to, and all forms provided regardless of what percentage utilization is achieved.

DBE (MBE or WBE) Certification:

For a firm to count towards the goals, a firm must be properly certified. **Table A** and **Table B** both provide spaces to note who certified the firm. The North Carolina Department of Administration (NCDOA) (<https://ncadmin.nc.gov/businesses/hub>) and North Carolina Department of Transportation (NCDOT) (<https://www.ebs.nc.gov/VendorDirectory/default.html>) are the most common certifications we see listed. However, some contractors do not register with both agencies; therefore, check both lists. All certifications will be verified during the review of bids.

You have any questions on complying with these requirements, please contact the HUB office at 984-236-0130 or visit their website at <https://ncadmin.nc.gov/businesses/hub>.

GUIDANCE ON MBE/WBE OUTREACH

1. Minimum Acceptable Outreach Standards

The program shall include minority and woman-owned businesses in all contracting activities entered by the participating jurisdiction to facilitate the provision of any federal and state law applicable to such jurisdiction. Minimum HUD standards require that each participating jurisdiction's outreach effort to minority and women-owned businesses be:

- A good faith, comprehensive and continuing endeavor to solicit bids from M/WBEs;

SECTION 00844

- Supported by a statement of public policy and commitment published in the print media of widest local circulation;
- Supported by an office and/or a key, ranking staff person with oversight responsibilities and access to the chief elected official; and
- Designed to utilize all available and appropriate public and private sector local resources.

2. Guidelines for a Minority/Women Business Outreach Program

Under the minimum HUD standards cited above, the following guidelines are provided for use by participating jurisdictions in implementing outreach programs to ensure the inclusion, to the maximum extent possible, of entities owned by minorities and women. Each participating jurisdiction should:

- Develop a systematic method for identifying and maintaining an inventory of certified minority and women's business enterprises (MBEs and WBEs), their capabilities, services, supplies and/or products;
- Utilize the local media, electronic and print, to market and promote contract and business opportunities for MBEs and WBEs;
- Develop informational and documentary materials (fact sheets, program guides, procurement forecasts, etc.) on contract/subcontract opportunities for MBEs and WBEs;
- Develop procurement procedures that facilitate opportunities for MBEs and WBEs to participate as vendors and supplies of goods and services;
- Sponsor business opportunity-related meetings, conferences, seminars, etc., with minority and women business organizations; and
- Maintain centralized records with statistical data on the utilization and participation of MBEs and WBEs as contractors/subcontractors in all HUD-assisted program contracting activities.

Each participating jurisdiction, utilizing the standards and guidelines listed above, shall prescribe procedures and actions it will undertake in implementing a minority and women's business enterprise outreach program. The above items represent basic outreach-related activities and are not all-inclusive actions a participating jurisdiction may undertake.

Pertinent State of North Carolina Administrative Code Regarding M/WBE Compliance. The provisions in this Compliance Supplement constitute compliance with the Rules below.

Owner Requirements	01 NCAC 30I .0306
Contractor Requirements	01 NCAC 30I .0308

RESOURCES

Some sources for identifying MBE/WBE (DBE) firms:

- <https://www.doa.nc.gov/divisions/historically-underutilized-businesses-hub> (NCDOA)
- <https://www.ebs.nc.gov/VendorDirectory/default.html> (NCDOT)

Some sources for finding minority trade papers for potential solicitation advertisements and Federal advertising options:

- <https://www.mbda.gov/> (US Dept. of Commerce)

Section 3 Information resources available here:

- <https://www.deq.nc.gov/about/divisions/water-infrastructure/i-have-funding/cdbg-i-compliance-and-reporting-information#Tab-Section3Resources-1830>

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GOOD FAITH EFFORTS FORM

Attempts to provide subcontracting opportunities for MBE/WBE firms. Per 01 NCAC 30I .0101, 50 points must be claimed below by the bidder. (*This is identical to State of NC Affidavit A*)

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended pre-bid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

SECTION 00844

Results of Good Faith Efforts Undertaken (you must check one box below)

- ☐ No subcontractors are being used for this contracted work. Fill out **Table A** listing only the Prime Contractor. *(This statement takes the place of State of NC Affidavit B)*
- ☐ Subcontractors are being used. Fill out **Table A** to list the Prime Contractor and selected subcontractors. Fill out **Table B** for each trade. **Each Table B lists a minimum of 3 firms.**
- ☐ Subcontractors are being used. If any **Table B** has fewer than 3 solicitations, you must also advertise in an M/WBE trade paper and indicate what source of M/WBE firms you used (must list at least one). Some possible papers and sources of M/WBE firms are listed in the Instructions of this Supplement.

Name of the Trade Paper: _____

Submit proof of advertisement with package

M/WBE Sources: Source: _____ Source: _____

Submit printouts from M/WBE source(s)

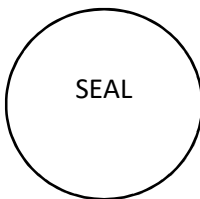
Certification Statement and Affidavit of Contractor.

The below affidavit constitutes compliance with 01NCAC 30I .0308(7)(a) and (b) and takes the place of State of North Carolina Affidavits C and D.

I have read the information in this compliance supplement and all information provided to the State in this package is accurate and true to the extent of my knowledge including the calculated percentages and the good faith efforts presented herein.

Prime Contractor Company Name (Print)

Prime Contractor Representative (Sign & Date)



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My Commission Expires _____

SECTION 00844**Table A: Prime Contractor and list of selected subcontractors**

List Prime and ALL of the selected subcontractors (both DBE's and non-DBE's) being used on the project (use multiple **Table A** if needed). Each Trade listed on this sheet should have a **completed Table B: Subcontract Solicitation List** showing the MWBE/DBE firms (and Section 3 firms**) contacted and given opportunities to bid.

Company Name (list prime first then subs)	Company Address and Phone	Trade (Above) and Price (Below)	MBE or WBE certified by which state agency (NCDOT, NCDOA)? <u>if applicable*</u>	(Local Governments Only) Listed on federal and state debarred lists?
		\$		
		\$		
		\$		
		\$		

Calculate M/WBE utilization as a percent (00.00%) of the prime contract. Limited to 100% even if the Prime is a DBE.

M/WBE/DBE subs total	\$	_____ %
Prime Contract Price	\$	

**Submit documentation of certification*

***MWBE/DBE/HUB outreach should be done concurrently with Section 3 firm outreach. Ask the M/WBE firms if they may qualify for Section 3 and if they will complete the Section 3 self-certification.*

Note: Table A substitutes the State of NC "Identification of Minority Participation" form

SECTION 00844**Table B: Subcontract Solicitation List**

Each Trade being subcontracted should have a completed **Table B** showing the DBE firms (and Section 3***) contacted and given opportunities to bid. Use as many of these sheets as necessary to cover every trade being subbed out.

Trade: _____ (enter the trade being solicited, paving, hauling etc.)

- List the firm being used on the project first. If a minimum of three MWBE/DBE firms are not listed, additional information must be provided showing advertisements and/or sources used to identify MWBE/DBE subs.

Company Name	Company Address and Phone	MBE or WBE and certified by which state agency (NCDOT, NCDOA), if applicable*	How was this firm contacted (email, letter, phone) and what was the result of the solicitation? **

*Submit documentation of certification

**Must all solicitation documentation, including but not limited to: copies of emails, letters, contact lists, advertisement in trade newspaper, etc. If phone calls were made this sheet can serve as documentation of calls.

***MWBE/DBE/HUB Outreach should be done concurrently with Section 3 firm outreach. Ask the MWBE firms if they may qualify for Section 3 and if they will complete the Section 3 self-certification.