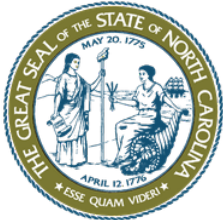


Contract and Technical Specifications For: Franklin Street Streetscape - Phase II Willow Street to South Street



Funded by:



NORTH CAROLINA
**DEPARTMENT of
COMMERCE**

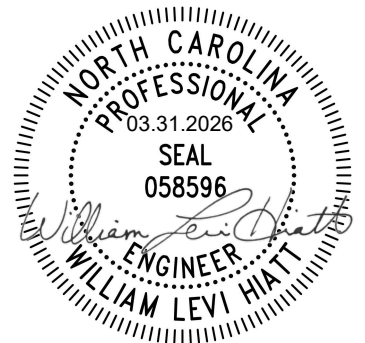


Appalachian
Regional
Commission



Prepared in the office of:
**City of Mount Airy, North Carolina
ENGINEERING DIVISION**

PO Box 70 Mount Airy, North Carolina 27030
Phone: 336.786.3580
www.mountairy.org



April, 2026



CITY OF MOUNT AIRY, NORTH CAROLINA

**CONTRACT DOCUMENTS FOR:
Franklin Street Streetscape - Phase II**

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2	Surveys and Layouts
3	Erosion and Sedimentation Controls
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- Appendix A – DBE Participation Forms
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CITY OF MOUNT AIRY, NORTH CAROLINA
NOTICE TO BIDDERS

Sealed bids for construction of the **Franklin Street Streetscape Phase II – Willow to South** will be received by the City of Mount Airy, North Carolina, hereinafter called the City, in the Mount Airy City Engineers office in the Public Works Building, 440 East Pine Street, Mount Airy, North Carolina until **2:00 p.m.** local time on **Wednesday, April 29, 2026**, and then at said location publicly opened and read.

Construction includes:

Furnishing and installing all granite curb, sidewalks, brick pavers, asphalt, conduit, etc. required for improving the streetscape along Franklin Street in downtown Mount Airy as described in the specifications and as shown on the contract drawings.

NOTE: Prospective bidders are hereby notified that they must have proper license under the state laws governing their trade. General contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina will be observed in receiving and awarding this contract.

Optional Pre-Bid Meeting

An open optional pre-bid meeting will be held for all interested bidders on **Wednesday, April 15, 2026 at 10:00 AM** in the office of Mount Airy Public Works, 440 E. Pine Street, Mount Airy, NC 27030. The meeting will address project questions, issues, bidding procedures and bid forms.

BIDDERS MUST COMPLY WITH ALL SAFETY REQUIREMENTS AS DETAILED IN THE CONTRACT DOCUMENTS. FAILURE TO PROVIDE DOCUMENTATION OF AN ADEQUATE SAFETY PROGRAM SHALL BE CAUSE FOR THE BID TO BE REJECTED.

Bidders must comply with the provisions of the N. C. Contractor's Licensing Act of 1925, as amended.

The City reserves the right to reject any proposal for failure to comply with all requirements of the Notice or of any of the Contract Documents; however, it may waive any minor defects or informalities at its discretion. The City further reserves the right to reject any and all proposals or to award the Contract which in its judgment is in the best interest of the City.

Contract Documents may be examined at the following location:

Public Works Department, City of Mount Airy, 440 East Pine Street, Mount Airy, NC

On-line at:

Dodge Construction Network (subscription required)
HCAC/C Carolinas AGC via iSqFt (subscription required)
NC Commerce Procurement - commerce.nc.gov

Copies of the Contract Documents may be obtained at the City of Mount Airy City, Engineers office in the Municipal Services Building, 440 East Pine Street, Mount Airy, North Carolina 27030, Phone (336) 786-3580, e-mail lhiatt@mountairy.org, upon payment of a non-refundable fee of \$ 100 for each set. A CD or link containing PDF files of the Bidding Documents may be obtained for a non-refundable fee of \$20.

FIVE PERCENT (5%) BID DEPOSIT IS REQUIRED AND MUST BE SEALED IN A SEPARATE ENVELOPE AND ATTACHED TO THE OUTSIDE OF THE ENVELOPE CONTAINING THE PROPOSAL.

THE CITY WILL NOT BE RESPONSIBLE FOR FULL OR PARTIAL SETS OF CONTRACT DOCUMENTS, INCLUDING ANY ADDENDUM, OBTAINED FROM ANY OTHER SOURCE.

NOTICE: The City of Mount Airy maintains an email address list of individuals and companies who wish to be notified by email when a construction contract is let for bid. To be added to this list please send the request to jfreeman@mountairy.org or 440 East Pine Street, Mount Airy, NC 27030. The City does not notify potential bidders and others of new projects by telephone.

Female and minority-owned businesses are encouraged to submit bids.

By Order of the Board of Commissioners of the City of Mount Airy, North Carolina.

Melissa Brame
City Clerk

Dated: March 28, 2026

INSTRUCTIONS TO BIDDERS

1. Defined Terms

Terms used in these Instructions to Bidders are defined in the General Conditions of the Contract Documents.

2. Qualifications of Bidders

Each Bidder must ensure that they are qualified to perform in a satisfactory manner and within the time specified in the Proposal, all of the work covered by the Contract Documents. Bidders must:

- 2.1 Have a well-trained and competent organization which has done work of similar character and value;
- 2.2 Have available to do the work at the proper time or times, adequate equipment and facilities;
- 2.3 Have ample repair parts and supplies to maintain all equipment and facilities properly and with a minimum of delay;
- 2.4 Have an adequate, ongoing Safety Program.

This information will be submitted and evaluated in accordance with the requirements in **Bid Evaluation**.

3. Examination of Contract Documents and Site

3.1 Before submitting their Bid, each Bidder must:

- 3.1.1 Examine the Contract Documents thoroughly;
- 3.1.2 Visit the site to familiarize themselves with local conditions that may in any manner affect performance of the work;
- 3.1.3 Familiarize themselves with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work;
- 3.1.4 Carefully correlate their observations with the requirements of the Contract Documents; and
- 3.1.5 Notify the City in writing of all conflicts, errors, or discrepancies in the Contract Documents.

3.2 Reference is made to Section 1 - General of the Specifications for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by the City in preparing the Drawings and Specifications. Subsurface data (if available) are offered in good faith solely for the purpose of placing the Bidder in receipt of all information available to the City and in no event is to be considered part of the Contract Documents. **Subsurface data are not available for this contract.** Before submitting their Bid, each Bidder will, at their own expense, make such surveys and investigations as they may deem necessary to determine their Bid Price for performance of the work within the terms of the Contract Documents. Any Bidder desiring access to the site for the purpose of subsurface investigations must advise the City through the Office of the City Engineer for coordination of access.

3.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this Article.

4. **Interpretation**

4.1 All questions about the meaning or intent of the Contract documents shall be submitted (in writing) to the City Engineer, City of Mount Airy, P.O. Box 70, Mount Airy, NC, 27030, Attn: William Lev, P.E. Replies will be issued by Addenda, mailed or delivered to all parties recorded by the City as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

4.2 Addenda, when issued, will be on file at the City at least twenty-four (24) hours before Bids are opened. It shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

5. **Bid Security**

Each bid must be accompanied by a bid security which shall not be less than five percent (5%) of the bid amount. The required security must be in the form of cash, a certified or bank cashier's check on some bank or trust company insured by the Federal Deposit Insurance Corporation made payable to the City, or a Bid Bond issued by a surety licensed to conduct business in the State where the project is located. **BID SECURITY MUST BE INCLUDED AND SEALED IN A SEPARATE ENVELOPE AND ATTACHED TO THE OUTSIDE OF THE ENVELOPE CONTAINING THE PROPOSAL.** The Bid security of the successful Bidder will be retained until they have executed the Contract and furnished the required Contract security, whereupon it will be returned; if the Bidder fails to execute and deliver the Contract and furnish the required Contract security within ten (10) calendar days of the Notice of Award, the City may annul the Notice of Award and the Bid security of the Bidder will be forfeited. The Bid security of any Bidder may be retained by the

City until the earlier of (1) the seventh day after the executed Contract is delivered by the City to the Contractor and the required Contract security is furnished or (2) the sixty-first day after Bid opening.

6. Contract Time

The number of days for completion of the work (the Contract Time) is set forth in the Contract. The Contractor shall commence work on the date specified in the Notice to Proceed and shall complete the work within the stipulated Contract time.

7. Subcontractors

7.1 The apparent low bidder will, if requested, submit to the City an experience statement with pertinent information as to similar projects and other evidence of qualifications for each Subcontractor, person or organization who will furnish labor or materials, including the names of equipment manufacturers. If the City after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, the City may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in their Bid Price. Any Subcontractor, other person or organization so listed and to whom the City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the City. This does not remove responsibilities for said Subcontractor, supplier, etc., to comply with the Contract Specifications.

7.2 Contractor shall not be required to employ any Subcontractor, other person or organization against whom the Contractor has reasonable objection.

8. Proposal Form

8.1 Proposals shall be submitted on the Proposal Form furnished with the Contract Documents.

8.2 All blank spaces for Bid prices in the proposal shall be properly completed in ink in both words and numerals. In case of conflict between the Price in words and its equivalent shown in numerals, the words will take precedence. **PROPOSALS SHALL NOT BE CONDITIONAL, LIMITED OR RESTRICTED IN ANY WAY.**

8.3 Bids by Corporations must be executed in the Corporate name by the President or Vice-President (or other Corporate officer accompanied by evidence of authority to sign) and the Corporate Seal shall be affixed and attested by the Secretary or an Assistant Secretary. The Corporate address and state of incorporation shall be shown below the signature.

8.4 Bids by partnership must be executed in the partnership name and signed by a partner, their title must appear under their signature and the official address of the Partnership must be shown below the signature. The City reserves the right to request submission of partnership documents to

determine the authority of the partner to execute the instrument.

- 8.5 All names must be printed in ink below the signature.
- 8.6 The Bid shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be filled in on the Proposal form).
- 8.7 Enter Contractor's license number where called for in the Proposal.

9. Submission of Proposals

- 9.1 Proposals shall be submitted at the time and place indicated in the Notice to Bidders and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder. **A FIVE PERCENT (5%) BID DEPOSIT MUST BE INCLUDED AND SEALED IN A SEPARATE ENVELOPE AND ATTACHED TO THE OUTSIDE OF THE ENVELOPE CONTAINING THE PROPOSAL.** No Proposal will be considered unless filed on or before the time and at the place designated in the Notice to Bidders. Proposals received after the time set for the opening will be returned unopened.
- 9.2 Proposals sent by mail shall be registered mail. The sealed Proposal, marked as indicated above, should be enclosed in an additional sealed envelope similarly marked and addressed to:

**City Engineer, City of Mount Airy
Post Office Box 70
440 East Pine Street
Mount Airy, North Carolina, 27030**

Proposals sent by mail and arriving after the time for receipt of Bids shall not be considered as valid Bids. In such instances, the Bidder shall have no claim against the City.

10. Modification and Withdrawal of Proposals

- 10.1 Written or telegraphic modifications of Proposals may be accepted if received in accordance with the requirements for the **Submission of Proposals**. Bidders are cautioned that if in the opinion of the City such modifications are not explicit, or are in any sense subject to misinterpretation, then the Proposal so amended or modified will be subject to rejection.
- 10.2 Any Bidder upon their properly notarized written request will be given permission to withdraw their Proposal prior to the time scheduled for the opening of Bids. At the time of opening of the Proposals, when such Proposal is included, it will be returned to the Bidder unread. Negligence on the part of the Bidder in preparing their Proposal confers no right for the

withdrawal of the Proposal after it has been opened.

11. Opening of Bids

Proposals will be received and Bids publicly opened and read at the time and place indicated in the Notice to Bidders.

12. Bid Evaluation

12.1 The apparent low bidder, and any other bidders as requested by the City, will be required to provide information pertaining to the following:

- 1) **Financial and Experience Qualifications of Bidder, including a list of appropriate references, a list of previous similar contracting experience, name of individual who will give personal attention to work, and detailed financial information relating to bidder resources.**
- 2) **Safety Qualifications, including OSHA 200 logs for each of the last five years, workers compensation experience modifier for each of the last three years; and written safety program.**

Bidders must provide the above information within ten days of the City's request. These factors and others will be considered in relation to the job and the size of the contractor to assist in determining the contractors qualifications to perform this project.

All information will be kept strictly confidential and used in determining whether the Bidder is qualified to do work set forth in the Contract Documents.

FAILURE TO PROVIDE ALL OF THE ABOVE SHALL BE JUST CAUSE FOR REJECTION OF THE PROPOSAL BY THE CITY.

12.2 In evaluating Bids, the City shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and installed prices as requested in the Proposal forms. The City may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted. The City may conduct such investigations as deemed necessary to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the City's satisfaction within the prescribed time.

The City reserves the right to reject the Bid of any Bidder who does not pass

any such evaluation to City's satisfaction.

13. Bids to Remain Open

All Bids shall remain open for sixty (60) days after the day of the Bid opening, but the City may, at the City's sole discretion, release any Bid prior to that date.

14. Award of Contract

- 14.1 The City reserves the right to reject any and all Bids and waive any and all informalities, and the right to disregard all nonconforming or conditional Bids or counter Proposals.
- 14.2 If a Contract is to be awarded, it will be awarded to the lowest responsible, responsive Bidder whose evaluation by the City indicates to the City that the Award will be in the best interest of the Project.
- 14.3 The City will give the apparent successful Bidder a Notice of Award within thirty (30) days after the day of the Bid opening. The Bidder will be required to appear at the place and at the time designated by the City, in person; or if a firm or corporation, a legally authorized representative shall so appear, and shall execute the Contract within ten (10) calendar days of the date of Notice of Award of Contract.
- 14.4 In addition, the successful Bidder shall procure, execute and deliver to the City and maintain, at his/her own cost and expense, a Performance Bond and a Payment Bond as specified in the General Conditions. A separate Performance and Indemnity bond (Highway Encroachment Installation) shall be provided to the North Carolina Department of Transportation.
- 14.5 Failure or refusal of the Bidder whose Proposal is accepted to execute the Contract as herein before provided shall constitute a breach by such Bidder of the Contract created by the acceptance of the Proposal, and in such event, the City, at the City's option, may determine that such Bidder has abandoned the Contract. Thereupon such Bidder's Proposal and the acceptance thereof shall be null and void. It is understood by the Bidder, in the event of the annulment of the Award, that the amount of the certified check, or Bid Bond, submitted with the Proposal shall be forfeited to the use of the City, not as a penalty, but as liquidated damages.

PROPOSAL

TO: THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF MOUNT AIRY, NORTH CAROLINA

FROM: BIDDER _____

ADDRESS _____

TELEPHONE NO _____

DATE OF BID _____,20__

The undersigned hereby signifies that it is (his/her/their) intention and purpose to enter into a formal contract with the City of Mount Airy, North Carolina to furnish all labor, materials, tools, equipment, apparatus, supplies, etc., required and to do all the work necessary for and because of the construction, erection, and/or installation of the proposed

Franklin Street Streetscape - Phase II

for the City of Mount Airy, North Carolina in accordance with the General Conditions, Technical Specifications; this Proposal; the following forms of Contract and Bonds; and the Drawings, including Addenda Nos. _____ (fill in appropriate numbers); and pursuant with the requirements of the Notice and Instructions to Bidders. There is deposited, herewith, a certified check in the amount of: _____

Dollars (\$ _____), or a Bid Bond in the amount of five percent (5%) of the total AGGREGATE amount of this bid made payable to the City of Mount Airy the same to be refunded to the undersigned under the conditions of and in accordance with the terms of this Proposal which are as follows:

1. THAT: The undersigned has carefully examined the Drawings and Specifications and all other Contract Documents and fully understands them.

THAT: The undersigned carefully examined the site of the project and is familiar with the conditions under which the work, or any part thereof, is to be performed and the conditions which must be fulfilled in furnishing and/or installing, erecting or constructing any or all items of the project.

THAT: The undersigned will provide all necessary tools, machinery, equipment, apparatus, and all other means necessary to do all the work and will furnish all labor, materials and all else required to complete such Contract as may be entered into, in the manner prescribed in and in accordance with the terms of the Specifications and Contract and in accordance with the true intent and meaning thereof, and in accordance with the Plans and/or Drawings

and the requirements of the City under them, in a first class manner.

THAT: The rights of the City are not to be questioned in the award of contracts.

THAT: It is the intention of the City to let contracts on a basis of the bids received in accordance with North Carolina G.S. 143-129 and in such manner as they may deem to be for the best interests of the City.

THAT: The City reserves the right to reject any or all Proposals.

THAT: The work under each Section will be awarded under one contract and that the City shall have the right to include such item or items as the City may deem to be for the best interests of the City.

THAT: On being awarded the Contract, the undersigned will execute a Performance Bond and a Payment Bond, on the forms included herein, each equal to one hundred percent (100%) of the Contract price, as security for the faithful performance of the contract.

THAT: The undersigned shall submit, in the blank spaces provided, all data, guarantees and other information called for.

THAT: The undersigned shall submit, herewith, drawings, or cuts and specifications showing and describing in detail the equipment and/or apparatus which the undersigned proposes to furnish.

THAT: This proposal shall be signed and submitted in the manner prescribed in the Instructions to Bidders.

THAT: Should this Proposal not be accepted by the Mayor and Board of Commissioners of the City of Mount Airy, North Carolina, the five percent (5%) bid deposit will be returned to the undersigned.

THAT: Should this proposal be accepted by the City and the undersigned fail or neglect to execute the Contract and furnish the required bonds within ten days after receiving notification of the acceptance of the Proposal and/or receipt of the formal Contract and Bond forms, the five percent (5%) bid deposit herewith shall be retained by the City as liquidated damages, it being understood that the City reserves the right to extend the time allowed for executing the Contract and/or furnishing the Bond.

THAT: The undersigned will complete such contract as may be entered into within **90 CONSECUTIVE CALENDAR DAYS**, of the date specified in the Notice to Proceed.

THAT: It is the intent of these Contract documents to obtain a contract based on a lump sum price except where unit prices are specifically requested. In the event of errors in the arithmetical extension of unit prices to total prices, the unit price bid shall govern, and the award of the contract shall be based on the recomputed total prices. Where discrepancy

exists between words and numbers, the written word shall govern.

The Bidder's attention is directed to the special sales tax requirements and provisions stated in the Contract General Conditions.

BID SCHEDULE

A. Bidder will complete the Work in accordance with the Contract Documents for the following UNIT price(s):

FRANKLIN STREET STREETScape PHASE II – WILLOW TO SOUTH

	<i>Quantity</i>	<i>Units</i>	<i>Unit Price</i>	<i>Bid</i>
Proposed Decorative Sidewalk				
<i>Mobilization/Incidentals/Demolition</i>	1	LS		
<i>6" Mount Airy Granite Curb (City supplies Granite Curb only)</i>	3000	LF		
<i>6" Concrete Curb</i>	400	LF		
<i>6" Concrete Curb and Gutter</i>	500	LF		
<i>Scored Concrete Sidewalk (inc. aprons)</i>	3100	SY		
<i>ABC Stone for Sidewalks (4")</i>	800	TON		
<i>Single Brick Banding</i>	1500	LF		
<i>Double Brick Banding</i>	2500	LF		
<i>2'x5' Brick Truncated Domes</i>	12	EA		
<i>2" Schedule 40 Conduit</i>	1600	LF		
<i>Landscaping</i>	1	LS		
<i>Decorative Parking/Traffic Signs</i>	6	EA		
			Subtotal	
Proposed Street Construction				
<i>Mobilization/Incidentals/Demolition</i>	1	LS		
<i>ABC Stone for Street (8")</i>	4500	TON		
<i>Asphalt Binder (2")</i>	850	TON		
<i>9.5C Asphalt Surface Coat (2")</i>	850	TON		
<i>Striping</i>	1	LS		
			Subtotal	
			Total	

TOTAL BASE BID _____

_____ AND ____/100 DOLLARS (\$ _____).

ARTICLE 2—UNIT PRICES FOR CHANGES

The following unit prices will apply in the event additions to the work to be performed under this Contract are required:

<u>ITEM</u>	<u>TYPE OF WORK</u>	<u>UNIT</u>	<u>PRICE</u>
1.	Unsuitable Material - Perform Additional Excavation and replace with suitable	CY	\$ _____

2.

Geotextile Fabric

SY \$ _____

It is understood and agreed by the undersigned that the City reserves the unrestricted privilege to reject any or all of the foregoing unit prices in this Paragraph which it may consider excessive or unreasonable, or to accept, by including the same in the Contract as unit prices applicable in the event of additions to or deductions from the work to be performed under the Contract, any or all of such unit prices which it may consider fair and reasonable.

NOTE: Actual quantities of supplemental items will be observed and verified by the City. Final contract price will be adjusted using the actual quantities and the unit prices shown above.

CONTRACTOR'S LICENSE

The undersigned certifies that he/she/they is/are licensed as a Contractor under the specific State law regulating his/her/their particular trade and that the number of his/her/their license, under which he/she/they is/are now operating is _____

E-VERIFY COMPLIANCE

The contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). In this E-Verify Compliance section, "contractor," "its subcontractors," and "comply" shall have the meanings intended by NCGS 160A-20.1(b). The City is relying on this section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).

LIQUIDATED DAMAGES:

The undersigned agrees, further, that the City may retain those amounts from the amount of compensation due the undersigned, under the terms of the Contract, for each and every calendar day past the contract completion date that the work remains incomplete. This amount is agreed upon as the proper measure of liquidated damages the City will sustain, per day, by the failure of the undersigned to complete the work, within the stipulated time, and it is not to be construed, in any sense, as a penalty.

LIQUIDATED DAMAGES = \$500.00

Liquidated damages may be retained at the above listed rate for each and every day the work remains incomplete after the completion date of the Contract.

Completion for above listed items shall be defined as completely installed including all associated appurtenances, tested and ready for the intended service.

No Contractor shall have a claim against the City as a result of other construction, Contractor's lack of progress or project completion.

INDIVIDUAL:

The Bidder is an individual whose full name is:

and if operating under a trade name, said trade name is as follows:

PARTNERSHIP:

The business is a partnership consisting of individual partners whose full names are as follows:

The partnership does business under the legal name of:

CORPORATION:

The Bidder is a corporation organized and existing under the laws of

the State of _____, which operates under the

legal name _____ and the full names of its

officers are as follows:

President _____

Secretary _____

Registered Agent _____

and it does have a corporate seal. The President is authorized to sign construction

proposals and contracts for the company by action of its Board of Directors taken

_____, a certified copy of which is hereto attached. (Strike out

this last sentence if not applicable.)

Dated _____, 20____

Name of Legal Entity

By: _____
(Signature)

ATTEST – SECRETARY
SEAL - (if Corporation)

Title _____

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

Notary Public

My Commission Expires: _____

BID BOND

MUST BE SEALED IN A SEPARATE ENVELOPE AND ATTACHED TO OUTSIDE OF PROPOSAL ENVELOPE.

This bond is executed on _____, 20__

The name of the PRINCIPAL is _____(1)

_____(2)

The name of the SURETY is _____

The City of Mount Airy, North Carolina is the OWNER

The amount of the bond is (words) _____ Dollars (\$_____)

KNOW ALL MEN BY THESE PRESENTS, the Principal and Surety above named are hereby held and firmly bound unto the above named OWNER hereinafter called the CITY in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the City a certain Bid, attached hereto and hereby made a part hereof to enter into a contract, in writing, for the construction of:

Franklin Street Streetscape - Phase II

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (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 their 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 agree 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 City may accept such Bid; and said 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 first set forth above.

ATTEST:

(Principal)Secretary

Principal

BY: _____(3)
(Principal)

Witness as to Principal

(Address)
(SEAL)

(Address)

ATTEST:

N.C. Resident Agent

(Surety)

(Address)
(SEAL)

BY: _____
(Attorney-In-Fact)

Witness as to Surety

(Address)

(Address)

- (1) Correct name of Contractor;
- (2) Corporation, a Partnership or an Individual, as the case may be;
- (3) If Contractor is a Partnership, all partners should execute bond.

POWER OF ATTORNEY
(Attach)

NOTICE OF AWARD

TO: CONTRACTOR: _____

ADDRESS: _____

OWNER: CITY OF MOUNT AIRY, NORTH CAROLINA

PROJECT: **Franklin Street Streetscape - Phase II**

You are hereby notified that the City has considered the Proposal submitted by you for the above-described project at the Bid Opening on _____, 20___. It appears that it is to the best interest of said Owner to accept your Proposal in the amount of (in words) _____

_____ Dollars (\$ _____)

You are required to deliver to the City three fully-executed counterparts of the Agreement within ten days from the date of the delivery of this Notice to you. If you fail to comply with this requirement, the City will be entitled to consider all your rights arising out of the City's acceptance of your Proposal as abandoned and to award the work covered by your Proposal to another, or to re-advertise the work or otherwise dispose thereof as the City may see fit.

Dated this _____ day of _____, 20_____

City of Mount Airy
Mount Airy, NC 27030

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 20_____

By: _____

Title: _____

CONTRACT

This Contract made the _____ day of _____, 2013, by and between _____ hereinafter called the "**CONTRACTOR**", and the City of Mount Airy, North Carolina hereinafter called the "**CITY**", **WITNESSETH**, That the Contractor and the City, for consideration stated herein, agree as follows:

ARTICLE I, SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all of the work required for the construction of **Franklin Street Streetscape - Phase II** for the City of Mount Airy, North Carolina, all in strict accordance with the drawings and Specifications, including any and all addenda, prepared by the City of Mount Airy, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's Bid and the other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other contract documents constituting a part hereof.

ARTICLE II, THE CONTRACT PRICE

The City shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided herein, in current funds, the sum of

(in words) _____

_____ (\$ _____)

ARTICLE III, TIME OF COMPLETION

The Contractor agrees that the Work will be fully completed within **90 CONSECUTIVE CALENDAR DAYS** of the Notice to Proceed. Any delay of Notice to Proceed date caused by the Contractor will not result in an extension of the completion date. Any delay caused by the City will result in a comparable time extension for completion.

The Contractor further agrees that the liquidated damages provisions of the Proposal shall apply to each calendar day of delay until the Work is substantially completed and to each calendar day of delay until the Work is completed and ready for final payment.

ARTICLE IV, UNIT PRICES FOR CHANGES

The following unit prices will apply in the event additions to or deductions from the work to be performed under this Contract are required:

ARTICLE V, COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Notice to Bidders
2. Instructions to Bidders
3. Proposal
4. This Instrument
5. General Conditions
6. Specifications, including Addenda Numbers _____
7. Drawings

In the event that any provisions in any of the component parts of this Contract conflicts with any provisions in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three original counterparts the day and year first above written.

CONTRACTOR

In Presence of

Secretary-Treasurer
(SEAL)

By _____
(Signature)

Name/Title (print)
OWNER

CITY OF MOUNT AIRY, NORTH CAROLINA

Melissa N. Brame
City Clerk
(SEAL)

By _____
Jon Cawley, Mayor

STATE OF NORTH CAROLINA
COUNTY OF SURRY

THIS IS TO CERTIFY that on this day personally appeared before me **Melissa N. Brame**, with whom I am personally acquainted, who, being by me duly sworn, says that **Jon Cawley** is the Mayor and that she, the said **Melissa N. Brame**, is the City Clerk of the City of Mount Airy, the Municipal Corporation described in and which executed the foregoing Contract; that she knows the common seal of said Corporation; that the seal affixed to said instrument is said common seal; that the name of the Corporation was subscribed thereto by the said Mayor and that the said Mayor and said City Clerk subscribed their names thereto and said common seal was affixed, all by order of the Board of Commissioners of the City of Mount Airy, and that said instrument is the act and deed of said Corporation.

Witness my hand and notarial seal, this the _____ day of _____, 20____

Notary Public

My commission expires: _____

PERFORMANCE BOND

This is a performance bond that is subject to the provisions of Article 3 of Chapter 44A of the North Carolina General Statutes.

This bond is executed on _____, 20____

The name of the PRINCIPAL is _____(1)

_____(2)

The name of the SURETY is _____

The City of Mount Airy is the CONTRACTING BODY.

The amount of the bond is _____ Dollars (\$_____).

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named CONTRACTING BODY, hereinafter called the Contracting Body, in the penal sum of the amount stated above in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal entered into a certain Contract with the Contracting Body, dated the _____ day of _____, 20 _____, for work described by Plans and Specifications prepared by the City of Mount Airy, North Carolina herein called and referred to as the City, a copy of said Contract is hereto attached and made a part hereof for the construction of:

Franklin Street Streetscape - Phase II

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and **during the life of the one year guarantee period**, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and Corporate Seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Principal) Secretary

Principal

BY: _____(3)
(Principal)

Witness as to Principal

(Address)
(SEAL)

(Address)

ATTEST:

N.C. Resident Agent

(Surety)

(Address)
(SEAL)

BY: _____
(Attorney-In-Fact)

(Address)

Witness as to Surety

(Address)

- (1) Correct name of Contractor;
- (2) Corporation, a Partnership or an Individual, as the case may be;
- (3) If Contractor is a Partnership, all partners should execute bond.

2. PAYMENT BOND

This is a payment bond that is subject to the provisions of Article 3 of Chapter 44A of the North Carolina General Statutes.

This bond is executed on _____, 20____

The name of the PRINCIPAL is _____(1)

_____(2)

The name of the SURETY is _____

The City of Mount Airy is the CONTRACTING BODY.

The amount of the bond is _____

_____ Dollars (\$_____).

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named CONTRACTING BODY, hereinafter called the Contracting Body, in the penal sum of the amount stated above in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal entered into a certain Contract with the Contracting Body, dated the _____ day of _____, 20__, for work described by Plans and Specifications prepared by the City of Mount Airy, North Carolina herein called and referred to as the City, a copy of said Contract is hereto attached and made a part hereof for the construction of:

Franklin Street Streetscape - Phase II

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations supplying labor and material in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Principal) Secretary

Principal

BY: _____
(Principal)

Witness as to Principal

(Address)
(SEAL)

(Address)

ATTEST:

N.C. Resident Agent

(Surety)

(Address)
(SEAL)

BY: _____
(Attorney-In-Fact)

(Address)

Witness as to Surety

(Address)

- (1) Correct name of Contractor;
- (2) Corporation, a Partnership or an Individual, as the case may be;
- (3) If Contractor is a Partnership, all partners should execute bond.

STATE OF _____, ACKNOWLEDGMENT BY CORPORATION

COUNTY OF _____

I, _____, a Notary Public for the aforesaid County and State, certify that _____ personally appeared before me this day, and acknowledged that he or she is the Secretary of the Corporation, and that by authority duly given and as the Act of the Corporation, the foregoing three documents (relating to **Franklin Street Streetscape - Phase II** namely, a Contract with the City of Mount Airy, Performance Bond and Payment Bond were all signed in the Corporation's name by its _____ President, whose name is _____, sealed with its Corporate Seal, and attested by him/herself as its said Secretary or Assistant Secretary.

This the _____ day of _____, 20_____

My Commission expires: _____

Notary Public

STATE OF _____, ACKNOWLEDGEMENT BY ATTORNEY
IN FACT FOR SURETY

COUNTY OF _____

I, _____ a Notary Public for the aforesaid County and State, certify that _____ personally appeared before me this day, and acknowledged that he/she is _____ Attorney in Fact for _____ (hereinafter "the Surety"), and that by authority duly given and as the act of the Surety, he or she executed the foregoing two documents (relating to **Franklin Street Streetscape - Phase II**) namely, a Performance Bond and Payment Bond.

This the _____ day of _____, 20_____

My Commission expires: _____

Notary Public

AFFIDAVIT
(To be attached to all Contracts)

STATE OF _____

COUNTY OF _____

_____ being first duly sworn on oath
deposes and says that he/she is _____
(attorney-in-fact or agent) of _____
(bonding company) surety on the attached contract on _____
_____ executed by _____
_____ (Contractor).

Affiant further deposes and says that no officer, official or employee of the City has any interest directly or indirectly, or is receiving any premium, commission fee or other thing of value on account of the same or furnishing of the bond, undertaking or contract of indemnity, guaranty, or suretyship in connection with the above mentioned Contract.

Signed _____

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

Notary Public

COUNTY OF _____

STATE OF _____

My Commission Expires: _____

POWER OF ATTORNEY
(Attach)

CERTIFICATE OF INSURANCE
(ATTACH)

See General Conditions for specific requirements.

There shall appear on each copy of Workmen's Compensation, Public Liability, and Builder's Risk Insurance Certificates the following clause:

"It is agreed that the coverage as stated shall not be canceled or changed until ten days after written notice of such termination or alteration has been sent by Registered Mail to the City."

STATE OF NORTH CAROLINA **CITY OF MOUNT AIRY E-VERIFY AFFIDAVIT**

CITY OF MOUNT AIRY

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
 - 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
 - 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
 - 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
- This ____ day of _____, 20 ____ .

Signature of Affiant
Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the _____
day of _____, 2013.

My Commission Expires: _____

Signature of Notary Printed Name of Notary

(Affix Official/Notarial Seal)

CERTIFICATE OF THE DIRECTOR OF FINANCE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

This the _____ day of _____, 20_____

Director of Finance

NOTICE TO PROCEED

TO: CONTRACTOR: _____

ADDRESS: _____

OWNER: City of Mount Airy
Mount Airy, North Carolina

PROJECT: **Franklin Street Streetscape - Phase II**

Contract Amount: \$ _____

You are hereby notified to commence work on the referenced project on _____, 20 _____ and are to fully complete the work within **90 CONSECUTIVE CALENDAR DAYS** thereafter. Your contract completion date is therefore _____, 20 _____.

The Contract provides for assessment of liquidated damages for each consecutive calendar day after the above established Contract completion date that the work remains incomplete as listed in the Proposal.

City of Mount Airy
Mount Airy, North Carolina

BY: _____

William Levi Hiatt, P.E.
City Engineer

Date: _____

City of Mount Airy
GENERAL CONDITIONS

**GENERAL CONDITIONS
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GENERAL CONDITIONS

1. **DEFINITIONS** – The following terms as used in these Contract Documents are respectively defined as follows:

- a. City: The City of Mount Airy, North Carolina.
- b. City Manager: The City Manager of the City of Mount Airy, North Carolina.
- c. Contractor: The person, firm or corporation to
- d. DENR: Department of Environment and Natural Resources of the State of North Carolina.
- e. Drawings: The maps, profiles, plans and detail drawings accompanying these Specifications of which they are a Part. In case of differences between Specifications and Drawings, the Specifications shall take precedence.
- f. Engineer: The City Engineer of the City of Mount Airy, authorized assistants or as specified elsewhere
- g. Finance Director: The Finance Director of the City of Mount Airy, North Carolina.
- h. Partial Utilization: Use by the City of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
- i. Project: The entire public improvement proposed by the City to be constructed in part or in whole pursuant to the within Contract.
- j. Subcontractor: A person, firm or corporation, other than a Contractor, supplying labor and material or labor for work at the site of the Project.
- k. Substantial Completion: The work (or a specified part thereof) has progressed to the point where, in the opinion of the City as evidenced by the City's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the contract documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by the

City's written recommendation of final payment in accordance with **FINAL PAYMENT AND ACCEPTANCE** in these General Conditions. The terms "substantially completed" and "substantially completed" as applied to all or part of in these General Conditions. The terms "substantially complete" and "substantially completes as applied to all or part of the Work refer to Substantial Completion thereof. When the construction of the Project, or a specified part thereof, involves multiple contracts, Substantial Completion shall require that all contracts necessary to permit utilization of the Project, or a specified part thereof, for the purpose for which it was intended, as determined by the City, be concurrently certified.

- I. Surety: Any person, firm or corporation that has executed, as Surety, the Contractor's Performance Bond and Payment Bond securing the performance of the within Contract.

- m. Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the contract documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the contract documents.

- n. Work on the Project: Work to be performed, including work normally done, at the location of the project.

2. SUBCONTRACTOR- No Subcontractor shall be recognized in any part of this Contract, and **no portion of the Contract shall be sublet without written permission of the City.**

3. **SUPERINTENDENCE**- The Contractor shall, at all times, give his/her personal superintendence to the work or shall have a competent representative on the work, to whom instructions and orders may be given. Such instructions and orders shall have the same effect as if given directly to the Contractor.

4. **WORKMEN AND CONDITIONS**- Incompetent, careless or disorderly foremen or workmen shall not be allowed on the work. Offensive and unsanitary conditions shall not be allowed to exist on the improvements. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his/her plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

5. **RIGHT OF ACCESS**- The City and his/her representatives shall, at all times, have access to the work and the Contractor shall provide proper facilities for such access and inspection.

6. **MATERIALS, TOOLS, & TESTING**- The contractor shall furnish all the necessary materials, apparatus, tools and labor. Materials and apparatus shall be new and the best of their respective kinds, and shall be subject to such standard tests as the City may select in determining the fitness and durability of the materials and apparatus to be furnished. Except as otherwise indicated, inspection and testing of materials shall be provided by the City. The tools shall be suitable for the purpose intended; and all labor shall be performed in an expeditious, thorough and workmanlike manner; all in accordance with these Specifications, the accompanying Drawings, and the directions of the Engineer, and subject to the approval of the City. The tools shall be suitable for the purpose intended; and all labor shall be performed in an expeditious, thorough and workmanlike manner; all in accordance with these Specifications, the accompanying Drawings, and the directions of the Engineer, and subject to the approval of the City.

7. **DEFECTIVE MATERIALS**- Should any of the materials, when delivered upon the locations of the work, be found defective or not in accordance with these Specifications or accompanying Drawings, they shall be immediately removed by the Contractor within 24 hours of notice from the City, otherwise the City may cause the same to be removed at the Contractor's expense plus 15% overhead and administration costs

8. **MATERIAL STORAGE**- All materials delivered or found upon the location of the improvement, shall be snugly piled up so as not to impede travel at or adjacent to the work site, interfere with the operations of any other contractor or prevent the use of any fire hydrant more than is actually necessary in the proper performance of this Contract.

9. **MATERIALS , SERVICES, AND FACILITIES-EXTRA HOURS**- 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, superintendence, temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the time stipulated in the Contract.

10. “OR EQUAL” CLAUSE- Whenever in any of the Contract Documents an article, material or equipment is defined by describing a proprietary product or by using the name of a manufacturer or vendor, the term “or equal”, if not inserted shall be implied. The specified article, material or equipment mentioned shall be understood as indicating the type, function, minimum, standard or design, efficiency and quality desired and shall not be construed in such a manner as to exclude manufacturer’s products of comparable quality, design and efficiency. The Contractor shall comply with the requirements of the contract documents relative to base bid proposals and to the City’s approval of materials and equipment before they are incorporated in the Project.

11. INSURANCE REQUIREMENTS

11.1 Liability Insurance Provisions

- A. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Contractor may not begin work until these insurance coverages have been obtained, nor allow any subcontractor to begin work until these coverages have been obtained.
- B. Workers’ Compensation: Insurance covering all employees Meeting statutory limits in compliance with the applicable state and federal laws. Coverage shall be maintained at statutory limits with employer liability at a minimum of \$1,000,000.
- C. Commercial General Liability: Coverage shall have: no limit on general aggregate. minimum limits of \$5,000,000 on products/completed operations aggregate, personal and advertising injury, bodily injury and property damage for each occurrence. This shall include premises and operations, independent contractors, products and completed operations, broad from property damage, XCU coverage and contractual liability. Coverage shall be written on an occurrence basis.
- D. Business Auto Liability: Coverage shall have: minimum limits of \$2,000,000 per occurrence and \$5,000,000 combined single limit for bodily injury liability and property damage liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.
- E. Umbrella/Excess Liability: At the option of the Contractor, the limits of the primary general liability, auto liability and employers’ liability may be less than stipulated herein, with an excess policy providing the additional limits needed. This form of coverage must be approved by the municipality and will only be accepted when both the primary and excess policies include the coverage and endorsements required herein.

11.2 Special Requirements

- A. The City is to be included as an additional insured on both the commercial general liability, and business auto liability, and umbrella excess liability policies.
- B. Contractor shall deliver to the City, with copies to each additional insured, certificates of insurance which Contractor is required to purchase and maintain in accordance with **INSURANCE REQUIREMENTS**. Wording on the certificates which states that the company will “endeavor” to provide a thirty day notice and that failure to provide such notice shall impose no liability on the company, its agents or representatives is not acceptable.
- C. Coverage shall remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective work.
- D. Completed operations insurance shall remain in effect for at least two years after final payment, and Contractor shall furnish the City, and other additional insured to whom a certificate has been issued, evidence satisfactory to the City of continuation of such insurance.
- E. Renewal certificates shall be sent to the City 30 days prior to an expiration date. Policies shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days prior written notice has been given to the City and Contractor and other additional insured to whom a certificate has been issued.
- F. It shall be the responsibility of the Contractor to insure that all subcontractors comply with these insurance requirements.

11.3 Property Insurance Requirements

- A. Unless otherwise provided, Contractor shall purchase and maintain property insurance upon the work at the site in the amount of the full replacement cost.

This insurance shall:

1. Include the interests of the City, Contractor, Subcontractors, and any other persons or entities identified as having an insurable interest and shall be listed as an insured or additional insured;
2. Be written on a Installation Floater “all-risk” or open peril or open peril or special causes of loss policy form that shall at least include insurance for physical loss or

damage to the Work, temporary buildings, false work and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Law and Regulations, and water damage;

3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. Cover materials and equipment stored at the site or at another location that was agreed to in writing by the City prior to being incorporated in the Work;
5. Be maintained in effect until final payment is made unless otherwise agreed to in writing by the City and Contractor with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. All the policies of insurance (and the certificates of other evidence thereof) required to be purchased and maintained by Contractor in accordance of) required to be purchased and maintained by Contractor in accordance with paragraph A will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days' prior written notice has been given to the City and Contractor and to each other additional insured to whom a certificate of insurance has been issued.

11.4 Indemnification/ Hold Harmless

Contractor agrees to protect, defend, indemnify and hold the City, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlement costs, charges, professional fees or other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance thereof that are due in whole or in part to the negligence of the contractor, its officers, employees, agents, subcontractors, or suppliers. The contractor further agrees to investigate, handle, respond to, provide defense for and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

12. ROYALTIES AND PATENT INFRINGEMENTS – The Contractor shall indemnify and save harmless the City from any and all suits and expense over and above the expense included in the Contract price for royalties or infringements on patents that may be involved in the construction of the appliances contracted for, or any of the parts thereof, or in the use of said appliances or any of the parts thereof hereafter, and said Contractor shall defend, at his/her proper cost and expense, any and all suits and actions of every kind whatsoever, that may be brought against the indemnified parties by reason of the construction or use of said appliances, or any of the parts thereof.

13. TIME FOR BEGINNING AND COMPLETION – The work shall be commenced at the time stated in the notice to the Contractor to proceed and shall be completed within the time limit stipulated in the **NOTICE TO PROCEED**.

14. CONTRACT SECURITY – The Contractor shall furnish a Performance Bond and a Payment Bond each in an amount at least equal to 100 percent of the Contract price as Security for the faithful performance of this Contract.

The Performance Bond shall remain in effect until at least one year after the date when final payment becomes due, except as provided otherwise by laws or Regulations or by the contract documents. The City shall evidence release of the Performance Bond in writing and the Bond shall be in effect until said release has been obtained from the City.

The Contractor shall provide a Performance and Indemnity Bond to N.C.D.O.T. in accordance with Encroachment Agreement between the City and the North Carolina Department of Transportation. The contractor shall comply with all of the requirements included in the Encroachment Agreement. Encroachment Agreements are on file at the City.

15. ASSIGNMENTS – The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the City. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

16. EXTRAS – Except as otherwise herein provided, no charge for any extra work or materials will be allowed unless the same has been ordered in writing by the City and the price stated in such order.

17. CHANGES IN WORK – The City, upon proper action by its governing body (as evidenced by the execution of this Contract), may authorize changes in, additions to, or deductions from the work to be performed or the material to be furnished pursuant to the provisions of the contract or any other contract document.

Adjustments, if any, in the amounts to be paid to the Contractor by reason of any such change, addition or deduction shall be determined by one or more of the following methods:

- a) By a supplemental schedule of prices contained in the Contractor's original Bid and incorporated in the construction Contract.
- b) By an acceptable lump sum or unit price proposal form the Contractor.
- c) Information obtained from a schedule of values provided by the Contractor and accepted by the City.

Any such changes shall not violate this Contract or Bonds.

18. CLAIMS FOR EXTRA COST – If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or an extension of time, he/she shall notify the City in writing within 10 calendar days after the receipt of such instructions and, in any event, before proceeding to execute the work. Thereafter, the procedure shall be the same as that described in **CHANGES IN WORK**. No such claims shall be valid unless made in accordance with the terms of this Paragraph.

19. PAYMENTS TO CONTRACTOR –

- A. An estimate of the cost of construction completed shall be prepared by the Contractor and forwarded to the City on or about the first of each month for approval. Estimates shall be prepared on a form approved by the City. Estimates shall become due to the Contractor upon approval. Estimates shall be prepared on a form approved by the City. Estimates shall become due to the Contractor upon approval by the City, with payment to be made within 30 days of the date of approval.

To ensure proper performance of the Contract, Owner will retain **five percent (5%)** of the amount of each approved Pay Application until the project work is **50%** complete provided that the Contractor continues to perform satisfactorily and any non-conforming work identified in writing prior to that date has been corrected by the Contractor and accepted by the Owner. If the Owner determines the Contractor's performance is unsatisfactory, the Owner may reinstate retainage in the amount of 5% for each subsequent periodic Pay Application until the Contractor's performance becomes satisfactory. The project shall be deemed fifty percent (50%) complete when the contractor's gross project invoices, equal or exceed fifty percent (50%) of the value of the contract,

Following 50% completion of the project, the Owner may also withhold additional retainage from any subsequent periodic payment, not to exceed 5%, in order to allow the Owner to retain 2 ½% total retainage through the completion of the project.

Within sixty (60) days after the submission of a final pay request, the Owner with written consent of the surety shall release to the Contractor all retainage on payments held by the Owner if (1) the Owner receives a certificate of substantial completion from the architect, engineer, or designer in charge of the project; or (2) the owner receives beneficial occupancy or use of the project. However, the owner may retain sufficient funds to secure completion of the project or corrections on any work. If the owner retains funds, the amount retained shall not exceed two and one-half times the estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the consent of the contractor's surety. Retainer provisions contained in Contractor's subcontracts may not exceed the terms and conditions for retainage provided herein. Contractors are further required to satisfy the retainage provisions of N.C.G.S. 143-134.1(b2) with regard to subcontracts for early finishing trades (structural steel, piling, caisson, and demolition) and to coordinate the release of retainage for such trades from the retainage held by the Owner from the Contractor pursuant to statute.

Nothing shall prevent the Owner from withholding payment to the Contractor in addition to the amounts identified herein for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

NO PAYMENT SHALL BE MADE FOR STORED MATERIALS.

- B. Before the Payment of any estimate is made, the Contractor shall certify under oath:
- 1) the names and addresses of all Subcontractors furnishing labor, material, or services and of all persons furnishing material included in such estimate.
 - 2) that all bills for materials and labor included in preceding estimates have been paid in full (or if not paid in full, a list of unpaid bills giving the amounts paid to each supplier or Subcontractor, together with the reason for non-payment) and
 - 3) that all bills for materials and labor included in such estimate have been or will be paid from the proceeds thereof.

In addition to the foregoing, the City may require the Contractor to furnish waivers of lien signed by all persons furnishing labor or materials included in any estimate submitted by or on behalf of the Contractor.

A sample affidavit of Contractor and a sample affidavit for final payment are included at the end of these General Conditions.

- C. Upon completion of the Contract, the entire balance found to be due shall be paid to the Contractor after 45 days if the Contract has been fully completed.

20. PAYMENTS BY CONTRACTOR – The Contractor shall pay:

- a) For all transportation and utility services not later than the 20th day of the calendar month next following that in which services are rendered;
- b) To each of his/her Subcontractors, not later than the 7th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his/her Subcontractors, to the extent of each Subcontractor's interest therein.

Payments under b) may be limited in accordance with the provisions of Paragraph 19.B.2, if approved by the City.

In addition to any and all other rights by this Contract granted to or reserved by the City, if the Contractor shall at any time have failed, neglected or refused, without just cause, to pay for materials and labor furnished or services rendered to the Contractor included in any previous estimate by the City, the City may require the Contractor to pay or provide for the payment thereof prior to payment of any estimate submitted for payment in accordance with the provisions of **PAYMENTS TO CONTRACTOR.**

21. RIGHT OF THE CITY TO TERMINATE CONTRACT

A: **DEFAULT TERMINATION** – In the event of default in the performance of, or violation of, any of the terms and conditions of this Contract by the Contractor or Subcontractor, the City may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract with the reasons therefore. Unless within 10 calendar days after the service of such notice, such default shall be fully cured and/or such violation discontinued and all damages by reason thereof paid or provisions made for the payment thereof to the satisfaction of the City. The City, at its option, may terminate this Contract by serving a written notice of such termination upon the Contractor and the Surety. In the event of such termination, the Surety shall have the right to take over and perform this Contract; provided, however, that if the Surety does not commence performance thereof within 15 calendar days after the service upon it of such notice of termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, for the account of and at the expense of the Contractor. In the event that the City shall take over the work as aforesaid, the Contractor and his/her Surety shall be liable to the City for any excess cost occasioned to the City thereby, and the City may take possession of, and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary or useful in connection therewith.

B: **TERMINATION FOR CONVIENCE** – The City may terminate this Agreement at any time by written notice to the Contractor. Such termination shall be effective in the manner specified in such written notice. Upon a termination for convenience, the City shall pay Contractor for Work performed to the date of termination. Contractor shall accept such payment as full and final payment and shall make no claim of any kind against the City, including but not limited to any claim for additional payment.

22. CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF – In addition to any other rights or options herein granted to or reserved by the City, the City may withhold from any payment otherwise due to the Contractor hereunder an amount or amounts sufficient to cover:

- a) Just claims due and payable to any person for labor or materials furnished in and about the performance of the Work on the Project under this Contract,
- b) The estimated cost remedying, replacing, or restoring any defective work or material performed or furnished in and about the Project,
- c) Past-due payments to any Subcontractor, and
- d) Accrued damages for delay in accordance with **DELAYS-DAMAGES.**

The City shall have the right to disburse such funds as have been withheld pursuant to this Paragraph to the party or parties entitled thereto and will render to the Contractor a proper accounting hereof, but in so doing shall be liable to the Contractor only for gross negligence or willful misconduct in making such payment or disbursement of funds so withheld.

23. NOTICE AND SERVICE THEREOF – Where, in any of the contract documents, there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given; as to the City, when written notice shall be delivered to the City, or shall have been placed in the United States mails addressed to the City Manager of the City of Mount Airy, at the place where the Bids for the Contract were opened; as to the Contractor, when a written notice shall be delivered to the chief representative of the Contractor at the site of the Project or by mailing such written notice in the United States mails addressed to the Contractor at the place stated in his/her Bid; as to the Surety on the Performance or other Bond, when a written notice is placed in the United States mail addressed to the Surety at the home office of such Surety or to its agents, who executed such Performance or other Bond on behalf of such Surety.

24. DELAYS – DAMAGES – If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time limit stipulated in the Contract or any extension thereof, or fails to complete said work within such time, the City may, by written notice to the Contractor, terminate his/her right to proceed with the work or such part of the work as to which there has been delay as provided in **RIGHT OF THE CITY TO TERMINATE CONTRACT.**

If the City does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay the City the amount indicated in the contract as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed or accepted and the Contractor and his/her Sureties shall be liable for the amount thereof; **Provided**, that the right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages because of any delays in the completion of work due 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 enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of Subcontractors due to such causes, if the Contractor shall within 10 calendar days from the beginning of any such delay (unless the City shall grant a further period of time prior to the date of final settlement of the Contract) notify the City in writing of the causes of delay. Upon receipt of such notice, the City shall investigate the alleged justification for the delay and may extend the time for completing the work when, in its judgment, the facts justify such an extension. The City's findings in respect thereto shall be final and conclusive on the parties hereto.

25. POINTS OF BEGINNING – SUSPENSION OF WORK – The work shall begin at such points as the City may designate and shall be carried on so as to cause as little inconvenience to the public as possible. The City may suspend the work at and for any time that weather or other conditions require, and the Contractor's time for completion shall be extended an equal length of time. Upon completion of a portion of this Contract, the City shall have the right to take possession and make use of the completed portion, but such possession and use shall not be held to be final acceptance of the work.

26. SUBSTANTIAL COMPLETION; PARTIAL UTILIZATION –

A. After the completion and successful start-up and testing of the Work as required by the contract documents, including required manufacturer's service, and when the Contractor considers the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that the City issue a Certificate of Substantial Completion. A Certificate of Substantial Completion is included at the end of these General Conditions. Within a reasonable time thereafter, the Contractor and the City shall make an inspection of the Work to determine the status of completion, and if sufficiently complete, in accordance with the contract documents, same shall be operated by the City to demonstrate that it can function on a continuous basis prior to the City's certification of Substantial Completion. The Contractor's attention is directed to the definition of Substantial Completion.

During the test period of operation, the Contractor shall furnish, at his/her expense and upon call, the necessary equipment, tools, materials and qualified service personnel to perform all trouble-shooting and repair type work required due to the malfunctioning, failure or improper operation of equipment or materials provided under his/her Contract.

Upon completion of the test period of operation, if the City does not consider the Work substantially complete, the City will notify the Contractor in writing giving the reasons therefore. If the City considers the Work substantially complete, the City will prepare and deliver a tentative Certificate of Substantial Completion to the contractor which shows the date of Substantial Completion. There shall be attached to the Certificate (if appropriate) a tentative list of items to be completed or corrected before final payment.

The City shall have the right to exclude the Contractor from the Work after the date of Substantial Completion, but the City shall allow the Contractor reasonable access to complete or correct items on the tentative list.

The issuance of a Certificate of Substantial Completion does not constitute an acceptance of Work that is not in accordance with the contract documents or a release of Contractor's obligation to perform the Work in accordance with the contract documents.

B. Use by the City at the City's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which the city and the Contractor agree constitutes a separately functioning and usable part of the Work that can be used by the City for its intended purpose without significant interference with the Contractor's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

The City at any time may request the Contractor in writing to permit the City to use any such part of the Work which the City believes to be ready for its intended use and substantially complete. If the Contractor agrees that such part of the Work is substantially complete, the Contractor will certify to the City that such part of the Work is substantially complete and request the City to issue a certificate of Substantial Completion for that part of the Work. The Contractor at any time may notify the City in writing that the Contractor considers any such part of the Work ready for its intended use and substantially complete and request the city to issue a Certificate of Substantial Completion for that part of the Work. The provisions of Paragraph A of this section will apply with respect to the determination of and certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

If the City finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with Paragraph B of this section; provided that no such use or occupancy shall commence before the insurers providing the property insurance required by the contract documents have acknowledge notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such particular use or occupancy.

Use or occupancy of the Work or any part thereof by the City does not constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the contract documents.

27. DEFECTS – If within the guarantee period there shall appear any defects in the work, materials, apparatus, workmanship, or subsidence of the Project of failure in the operation or performance of any part thereof or guarantee required hereunder due to the failure, neglect or refusal of the Contractor to comply with the terms and provisions of this Contract or the Specifications for the work, such defect or failure and any damage to other parts of the Project resulting from same shall be repaired, restored, corrected or made good to the satisfaction of, and without cost to, the City. All engineering, inspection, legal and other costs and expense to the City occasioned by or resulting from such defect or failure shall be paid by the Contractor upon demand by the City or may be deducted from any money due the Contractor.

28. REPAIRS BY CITY – If within 5 calendar days after notice from the City to Contractor so to do, the Contractor fails to repair, restore, correct or make good any defect or failure to in **DEFECTS**, the City shall have the right so to do at the expense of the Contractor and any engineering, inspection, legal or other costs and expense incurred by the City in so doing shall be paid by the Contractor upon demand by the City or may be deducted from any money due the Contractor.

29. FINAL PAYMENT AND ACCEPTANCE – Upon written notice from the Contractor that the entire Work or an agreed portion thereof is complete, the City will make a final inspection with the Contractor and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete. The Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

After the Contractor has completed all such corrections to the satisfaction of the City and delivered in accordance with the contract documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of inspection, marked-up record documents and other documents, the Contractor may request final payment shall be accompanied (except as previously delivered) by:

- a) All documentation called for in the contract documents;
- b) Consent of the Surety, if any, to final payment, and;
- c) Complete and legally effective releases or waivers (satisfactory to the City) of all Liens arising out of or filed in connection with the Work.

In lieu of such releases or waivers of Liens and as approved by the City, the Contractor may furnish receipts or releases in full and an affidavit of Contractor that:

- a) The releases and receipts include all labor, services, material, and equipment for which a Lien could be filed, and
- b) All payrolls, material and equipment bills and other indebtedness connected with the Work for which the City or City's property might in any way be responsible, have been paid or otherwise satisfied.

If any Subcontractor or supplier fails to furnish such a release or receipt in full, Contractor may furnish a Bond or other collateral satisfactory to the City to indemnify the City against any Lien.

If, on the basis of the City's observation of the Work during construction and final inspection, and the City's review of the final request for payment and accompanying documentation as required by the Contract Documentations, the City is satisfied that the Work has been completed and the Contractor's other obligations under the contract documents have been fulfilled, the City will, within ten days after receipt of the final request for payment, indicate in writing the City's recommendation of payment and present the request to the City for payment. At the same time the city will also give written notice to the Contractor that the Work is acceptable subject to the provisions of **WAIVER OF CLAIMS**. Otherwise, the City will return the request to the Contractor,

indicating in writing the reasons for refusing to recommend final payment, in which case the Contractor shall make the necessary corrections and resubmit the request.

A sample Notice of Acceptability of Work is included at the end of these General Conditions.

The City shall make a final payment in accordance with the requirements of **PAYMENTS TO CONTRACTOR** of these General Conditions. All prior estimates and payments shall be subject to correction in the final request and payment, but in the absence of error or manifest mistakes, it is agreed that any estimate, when approved by the City, shall be conclusive of the work done and materials furnished as shown therein. Any payment, however, final otherwise, shall not release the Contractor or his/her Surety from any obligations under the contract documents and the Bid Bond, Performance Bond, and Payment Bond.

30. GUARANTEE – The Contractor shall guarantee that all materials and equipment furnished and work performed under this Contract are free from all defects for a period of **ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION** or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the contract documents or by any specific provisions of the contract documents or by any specific provisions of the contract documents.

The provisions of **DEFECTS** and **REPAIRS BY CITY** shall apply to any defect in the work, materials, apparatus or workmanship of the Project or failure in the operation or performance of any part thereof or guarantees required hereunder determined by the City to have occurred, development, developed or appeared during the guarantee period.

For Work (and damage to other Work resulting therefrom) that has been corrected, removed or replaced under **GUARANTEE**, the guarantee period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

The Contractor shall be required to show proof of insurance coverages meeting the requirements of **INSURANCE** prior to performing any work on the project during the guarantee period.

31. WAIVER OF CLAIMS – The making and acceptance of final payment will constitute:

- a) A waiver of all claims by the City against the Contractor, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to **FINAL PAYMENT AND ACCEPTANCE**, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from the Contractor's continuing obligations under the Contract Documents; and
- b) A waiver of all claims by the Contractor against the City other than those previously made in writing and still unsettled and still unsettled.

32. INSPECTION BEFORE BIDDING – It is required that the Contractor make a careful inspection of the conditions under which these improvements are to be installed. This is to be done before a Bid is submitted.

33. SHOP DRAWINGS – In order that the City may determine conformance with information given in the Drawings and Specifications and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Drawings and Specifications, the Contractor shall cause to be prepared and shall submit to the City working drawings of piping; detail drawings of steel reinforcing, both bars and mesh, showing size and arrangement; apparatus and materials; outline drawings, connection diagrams and other data for related equipment and appurtenances. Drawings shall be suitable for coordinating work of the various trades.

Shop Drawing Requirements for this Project are included in the Specifications. The City's review of shop drawings shall not release the Contractor from complying with the contract documents.

34. UTILITY OUTAGE – Prior to the start of any construction activity which would or could result in the shutdown of an existing utility, the Contractor shall submit to the City, a statement outlining in detail the procedure or procedures expected to be followed, together with any necessary drawings. Requests for such shutdowns shall be made through the City as far in advance as possible, but will normally not be considered unless **minimum** of seven calendar days prior notice is given.

35. CHANGES BY CITY – The City reserves the right to change the position of the Project or any of its features and appurtenances as shown on the drawings in order to avoid existing utilities or other unknown obstructions encountered in the progress of the work.

36. LOCATION OF UTILITIES – Such information as is included in the contract documents relative to the identity and location of existing underground utility facilities is the best information presently available. The City assumes no responsibility for the accuracy of their locations or that all utilities are shown. The Contractor shall verify the locations of the existing utilities in the work area. Existing utilities and obstructions that will be encountered during construction shall be located and their elevations determined in advance of construction.

37. NUMBER OF CONTRACTS – It is the intention of the City to award one contract for the construction of all of the work described in these Specifications as previously specified in the Information to Bidders.

38. RIGHTS-OF-WAY AND EASEMENTS – Work under this Contract is to be performed at the Project site on or within public streets, highways or alleys or within specified rights-of-way or easements acquired for the project. The Contractor is cautioned that the activities of his/her agents and employees and of all equipment operators, truckers and delivery personnel employed by him/her or their Subcontractors or material suppliers must be confined to such areas. Any damages to property, streets, highways, rights-of-way or easements are the sole responsibility of the Contractor and must be promptly settled by the Contractor.

The Contractor shall perform all required work within the rights-of-way and easements provided. If the Contractor determines that the required work dictates the need for additional work areas, such additional work areas shall be acquired by the Contractor at no additional cost to the City.

39. BARRICADES AND LIGHTS – The Contractor shall provide, erect and maintain barricades, suitable and sufficient warning lights, cones, and take all necessary precautions for the protection of the public. All barricades and obstructions shall be illuminated at night for the full period of reduced visibility and at least from sunset to sunrise.

40. STAKING – The City will establish the location and elevation of bench marks for the Project. The Contractor shall carefully preserve all control points established by the City. Control points originally established by the City and subsequently disturbed or destroyed by the Contractor shall be replaced at the expense of the Contractor.

41. RECORD DOCUMENTS – The Contractor shall keep one record copy of all Specifications, Drawings, addenda, change orders and shop drawings at the Contractor's office. The record documents shall be kept current, and shall be available to the City for inspection at all times. Record documents shall be properly labeled, shall be kept in a clean, dry and legible condition, and shall not be used for construction purposes.

The record drawings shall be annotated by the Contractor to show all changes made during construction in accordance with the Record Drawing Requirements of this Project. Prior to Final Payment, the Contractor shall deliver the record drawings to the City with certification that the record drawings, as submitted, show all changes made during construction as required by the contract documents.

If the project was designed by an agency other than the City, the Contractor shall obtain from the design agency a digital copy/copies of the drawings and furnish them to the City.

42. CHANGE ORDER WORK – The Contractor agrees to perform change order work without claim for additional compensation for delay.

A change order will not be authorized for work that could have been determined by a careful examination of the site conditions and the contract documents.

43. COORDINATION – The Contractor shall be responsible for coordinating all work to be performed on the Project so that the work can proceed without delay and the Project schedule can be maintained.

The City may request a progress meeting when deemed necessary. The Contractor shall attend such meetings when requested.

The Contractor shall coordinate the work of his/her own employees and of his/her Subcontractors.

If the Contractor has a break in work progress (whether due to weather, work on another project, etc.), the Contractor shall notify the City as soon as work resumes on this project.

44. NO DAMAGE FOR DELAY – If the work of the Contractor is delayed because of any acts or omissions of any other Contractor or the City, the Contractor shall, on that account, have no claim against the City other than for an equitable adjustment in the time required for performance of the work.

45. CHANGES TO ACCOMMODATE MATERIALS AND EQUIPMENT TO BE PROVIDED – The Contractor shall provide materials and equipment to fit and be capable of use and/or operation. If materials and equipment provided by the Contractor require changes in his/her work, the Contractor shall make the required changes at his/her expense. The changes shall not be made until the City has given approval.

46. SCHEDULE OF VALUES – Upon the notice of award, the Contractor shall prepare a preliminary schedule of values for all the work which will include quantities and prices of items aggregating the contract price to serve as the basis for progress payments during construction. Four copies of the preliminary schedule of values shall be prepared and submitted to the City. At least 10 days before submission of the first progress payment application, the schedule of values shall be finalized and acceptable to the City as to form and content.

The schedule of values may also be considered by the City in the determination of adjustments in the amount to be paid the Contractor by reason of changes in work under **CHANGES IN WORK** of these General Conditions.

47. SILTATION AND EROSION – The Contractor shall comply with all applicable provisions of the Sedimentation Pollution Control Act of 1973, General Statute, 113A-51 through 66. The Contractor shall be responsible for incorporating conservational procedures necessary to comply with this Act in minimizing erosion and sediment pollution associated with the construction of this Project as shown and as directed by the City.

48. NORTH CAROLINA SALES TAXES – All contractors are required to pay North Carolina Sales and/or Use Taxes and County Sales Taxes where applicable on all equipment and materials incorporated into the project.

The Contractor will be required to submit a statement showing the **INVOICE NO.**, the **INVOICE DATE**, the **VENDOR'S NAME**, the **AMOUNT OF INVOICE** and the **SALES and/or USE TAXES PAID ON EACH INVOICE** for each and every item of material or equipment incorporated into the Project. **STATE AND COUNTY TAXES SHALL BE LISTED SEPARATELY.** The Contractor shall be required to submit a Tax Statement each month, properly executed before a Notary and delivered in an original and two copies.

The Contractor shall maintain invoices subject to audit for not less than two years from date of submission of certificate.

The Contractor shall be responsible for compliance with the above by his/her Subcontractors.

49. COPIES OF CONTRACT DOCUMENTS – The Contractor will be furnished without charge Contract Documents as follows:

<u>Specifications</u>	<u>Full Size Drawings</u>
3	3

Additional sets of Drawings and Specifications requested by the Contractor will be furnished at the cost of reproduction plus handling.

50.

AFFIDAVIT OF CONTRACTOR

State of _____

County of _____

_____ (Affiant), being first duly sworn, says that:

Affiant is the (1) _____

of (2) _____, the Contractor

having a contract with (2) _____

the City, for (3) _____.

A. Subcontractors

Affiant further says that all bills for material and labor included in preceding estimates have been paid in full, that all bills for material and labor included in Estimate No. _____ dated _____, 20__, have been or will be paid from the proceeds thereof, and that the following shows the names and addresses of every subcontractor in the employ of said (2)

giving the amount, if any, which is due, or to become due to them, or any of them, for work done or machinery, material or fuel furnished to date hereof under said contract; all of the foregoing pursuant to the terms of the General Conditions of the contract documents.

<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE</u>	<u>AMOUNT DUE OR TO BECOME DUE TO DATE HERE OF</u>
_____	_____	_____	_____
_____	_____	_____	_____

B. Materialmen

Said affiant further says that all bills for machinery, material or fuel included in preceding estimates have been paid in full, that all bills for machinery, material or fuel included in Estimate No. _____ dated _____, 20__, have been or will be paid from the proceeds thereof, and that the following shows the names and addresses of every person furnishing

machinery, material or fuel to (2) _____

_____ giving the amount, if any, which is due, or to become due to them, or any of them, for machinery, material or fuel furnished to date hereof under said contract; all of the foregoing pursuant to the terms of the General Conditions of the contract documents.

<u>NAME</u>	<u>ADDRESS</u>	<u>KIND OF MACHINERY MATERIAL OR FUEL</u>	<u>AMOUNT DUE OR TO BECOME DUE TO DATE HEREOF</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(AFFIDAVIT OF CONTRACTOR)
PAGE 2 OF 3

C. Labor

Said affiant further says that the following shows the names and addresses of every unpaid laborer in the employ of

(2) _____

furnishing labor under said contract, giving the amount, if any, which is due for labor done to date hereof:

<u>NAME</u>	<u>ADDRESS</u>	<u>HOURS</u>	<u>AMOUNT DUE TO DATE HEREOF</u>
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Affiant says that the amounts due or to become due to said subcontractors, materialmen and laborers for work done or machinery, material or fuel furnished, to date hereof to (2) _____

is fully and correctly set forth opposite their names, respectively, in the aforesaid statements.

Affiant says that (2) _____

has not employed or purchased or procured machinery, material or fuel from, or subcontracted with any person, firm or corporation, other than those above mentioned, and owes for no labor performed or machinery, material or fuel furnished, under said contract, other than above set forth.

AFFIANT

SWORN TO before me and subscribed in my presence this _____ day of _____, 20_____.

My commission expires: _____

NOTARY PUBLIC

- Note: (1) Secretary, Treasurer, one of firm, or agent, as case may be
- (2) Name and Address
- (3) Project title per contract documents

51.

AFFIDAVIT FOR FINAL PAYMENT

State of _____

County of _____

We, _____ Contractor

on _____ (project name) hereby certify that all bills for material and labor, including subcontractors, incurred in connection with the above mentioned project, have been fully paid and that there are no taxes due or owing to the State of North Carolina or any political subdivision thereof. We also certify that no liens have been filed against or notice of such action received by our company or our subcontractors.

CONTRACTOR

By _____

By _____

SWORN TO before me and subscribed in my presence this _____ day of _____, 20_____.

My commission expires: _____

NOTARY PUBLIC

52. CERTIFICATE OF SUBSTANTIAL COMPLETION
(to be submitted by contractor)

PROJECT _____
(Title per Contract Documents)

CONSTRUCTION CONTRACT DATE _____

CONTRACTOR _____

This Certificate of Substantial Completion applies to all Work under the contract documents or to the following specified parts thereof:

By: _____
(Contractors Authorized Signature)

Title: _____

(this portion to be completed by the City)

The work to which this Certificate applies was inspected by authorized representatives of the City and Contractor on _____, 20__, and that Work is declared to be substantially complete in accordance with the contract documents.

DATE OF SUBSTANTIAL COMPLETION

_____ The work appears to be complete (no punch list).

_____ A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of Contractor to complete all the Work in accordance with the contract documents. The items in the tentative list shall be completed or corrected by Contractor within _____ days of the above date of Substantial Completion.

(CERTIFICATE OF SUBSTANTIAL COMPLETION)
PAGE 1 OF 2

This certificate does not constitute an acceptance of Work not in accordance with the contract documents nor is it a release of Contractor's obligation to complete the Work in accordance with the contract documents.

Executed by the City of Mount Airy on _____, 20 _____

By: _____
(Authorized Signature)

Title: _____

(CERTIFICATE OF SUBSTANTIAL COMPLETION)
PAGE 2 OF 2

53.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT _____
(Title Per Contract Documents)

SECTION _____

CONSTRUCTION CONTRACT DATE _____

TO _____
CONTRACTOR

The undersigned hereby gives notice to the Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable expressly subject to the provisions of the above Contract.

By: _____
(Authorized Signature)

Title: _____

Dated: _____, 20____

(NOTICE OF ACCEPTABILITY OF WORK)
PAGE 1 OF 1

TECHNICAL SPECIFICATIONS

SECTION 1 - GENERAL

1.00 Scope of Work

The work required under this Contract, and in accordance with these Specifications, consists of furnishing equipment, superintendence, labor, skill, material, and all other items necessary for the construction pertaining to this Contract. The Contractor shall perform all work required for such construction in accordance with the Contract Documents, and subject to the terms and conditions of the Contract, complete and ready for use.

1.01 General Arrangement

Contract Drawings indicate the extent and general arrangement of the work. If any departures from the Contract Drawings are deemed necessary by the Contractor to accommodate the materials and equipment he/she proposes to furnish, details of such departures and reasons therefore shall be submitted as soon as practicable to the City for approval. No such departures shall be made without the prior written approval of the City. Approved changes shall be made without additional cost to the City.

The specific equipment proposed for use by the Contractor on the project may require change, in structures, piping, or other work to provide a complete satisfactory operating installation. The Contractor shall submit to the City for approval, all necessary Drawings and Details showing such changes to verify conformance with the overall performance requirements. The Bid Price shall include all costs in connection with the preparation of new Drawings and details and all changes to construction work to accommodate the proposed equipment.

1.02 Additional City's Expenses

In the event the work of this Contract is not completed within the time set forth in the Contract or within the time to which such completion may have been extended in accordance with the Contract Documents, the additional engineering or inspection charges incurred by the City may be charged to the Contractor and deducted from the monies due him/her. Extra work or supplemental Contract work added to the original Contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the City before assessing engineering and inspection charges against the Contractor.

1.03 Time of Work

Unless otherwise specifically permitted, work shall generally be done between the hours of 7:00 a.m. and 7:00 p.m., and not on Saturdays or Sundays, except as necessary, for the proper care and protection of work already performed. No work shall be done on the following holidays observed by the City: New Year's Day, Martin Luther King Day, Easter Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving (2 days), and Christmas (2 days).

If it shall become imperative to perform work at night, the City shall be informed a reasonable time in advance of the beginning of such work. Temporary lighting and all other necessary facilities for performing and inspecting the work shall be provided and maintained by the Contractor.

Unless otherwise specifically permitted, all work that would be subject to damage shall be stopped during inclement, stormy, or freezing weather. Only such work as will not suffer injury to workmanship or materials will be permitted. Contractor shall carefully protect the work against damage or injury from the weather; and when work is permitted during freezing weather, the contractor shall provide and maintain approved facilities for heating the materials and for protecting the finished work.

1.04 Limits of Work Area

The Contractor shall confine the construction operations within the limits of public rights-of-way or easements shown on the Contract Drawings. Storage of equipment and materials, or erection and use of sheds or trailers outside these limits, if such areas are the property of the City, shall be used only with the City's approval. Storage of materials or equipment on private property outside the designated easements will not be permitted unless the Contractor secures written approval from the property owner. This agreement shall clearly define the terms and conditions of the approval including any rents or payments as requested by the property owner.

Subsurface Data – No subsurface investigation was done for this Contract.

The Bidder may make his/her own subsurface investigation as he/she deems necessary to determine, to their satisfaction, the subsurface conditions. All borings or test pits must be coordinated with the City and back filled in an acceptable manner.

The Bidder further acknowledges that he/she assumes all risks contingent upon the nature of the subsurface conditions to be actually encountered by him/her in performing the work covered by the Contract, even though such actual conditions may result in the Bidder performing more or less work than he/she originally anticipated.

1.05 Protection of Property and Structures

Contractor shall be responsible for the preservation and protection of property adjacent to the work site against damage or injury as a result of his/her operations under this Contract. The Contractor shall, at his/her own expense, sustain in their places and protect from direct or indirect injury all pipes, poles, conduits, walls, buildings and other structures, utilities and property in the vicinity of their work. Such sustaining and supporting shall be carefully done by the Contractor as required by the Company or party owning the structure or Agency controlling it. The Contractor shall take all risks attending the presence or proximity of pipes, poles, conduits, walls, buildings and other structures, utilities and property in the vicinity of the work and he/she shall be responsible for all damage caused by his/her work, to any of them, or to any person or property by reason of injury to them whether such structures are or are not shown on the Contract Drawings. Any damage or injury occurring on account of any act, omission or negligence on the part of the Contractor shall be restored in a proper and satisfactory manner or replaced by and at the expense of the Contractor to an equal or superior

condition than previously existed.

Contractor shall comply promptly with such safety regulations as may be prescribed by the City, or the local authorities having jurisdiction, and shall when so directed, properly correct any unsafe conditions created by, or unsafe practices on the part of his/her employees. In the event of the Contractor's failure to comply, the City may take the necessary measures to correct the conditions or practices complained of; and all costs thereof will be deducted from any monies due the Contractor. Failure of the City to direct the correction of unsafe conditions or practices shall not relieve the Contractor of his/her responsibility hereunder.

In the event of any claims for damage or alleged damage to property as a result of work under this Contract, the Contractor shall be responsible for all costs in connection with the settlement of or defense against such claims. Prior to commencing work in the vicinity of property adjacent to the work site, the Contractor at his/her own expense shall take such surveys as may be necessary to establish the existing condition of the property. Before final payment can be made, the Contractor shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

1.06 Existing Utilities and Structures

The term existing utilities shall be deemed to refer to both publicly-owned and privately-owned utilities such as electric power and lighting, telephone, water, gas, storm drains, and sanitary sewers, and all appurtenant structures.

THE INFORMATION ON THE CONTRACT DRAWINGS IS SHOWN FOR THE CONVENIENCE OF THE CONTRACTOR, BUT IS NOT GUARANTEED TO BE CORRECT OR COMPLETE. UNDERGROUND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE CONTRACTOR SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE CITY IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THE INFORMATION GIVEN; THAT THE CONTRACTOR SHALL HAVE NO CLAIM FOR DELAY OR EXTRA COMPENSATION ON ACCOUNT OF INCORRECTNESS, INSUFFICIENCY, OR ABSENCE OF INFORMATION REGARDING OBSTRUCTIONS REVEALED OR NOT REVEALED BY THE CONTRACT DRAWINGS; AND THAT HE/SHE SHALL NOT HAVE CLAIM FOR RELIEF FROM ANY OBLIGATION OR RESPONSIBILITY UNDER THE CONTRACT BECAUSE THE EXTENT, LOCATION, SIZE OR CHARACTER OF ANY PIPE OR OTHER UNDERGROUND STRUCTURE IS INCORRECTLY SHOWN OR HAS BEEN OMITTED FROM THE CONTRACT DRAWINGS.

The location of the pipes and structures as shown on the Contract Drawings is in accordance with the best information available, as to the obstructions to be avoided, but can be considered only as approximate and may be changed by the City if the progress of work reveals other obstructions.

The work shall be carried out in a manner to prevent disruption of existing services and to avoid damage to the existing utilities. Temporary connections shall be provided, as required, to insure no interruption of the existing services. Any damage resulting from the work of this Contract shall be promptly repaired by the Contractor at his/her own expense in a manner approved by the City and further subject to the requirements of any authority having jurisdiction. Where it is required by the authority having jurisdiction that they perform their own repairs or have them done by others, the Contractor shall be responsible for all costs thereof.

Where excavations by the Contractor require any utility lines or appurtenant structures to be temporarily supported and otherwise protected during the construction work, such support and protection shall be provided by the Contractor. All such work shall be performed in a manner satisfactory to the City and the respective authority having jurisdiction over such work. In the event the Contractor fails to provide proper support or protection to any existing utility, the City may, at their discretion, have the respective authority provide such support or protection as may be necessary to insure the safety of such utility; and the costs of such measures shall be paid by the Contractor.

1.07 Field Verification of Utilities and Interferences

THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF THE LOCATION AND ELEVATION OF ALL UTILITIES AND STRUCTURES WHICH CROSS THE WORK SITES OR WHICH MAY BE AFFECTED BY HIS/HER OPERATIONS. The Contractor shall excavate as needed to verify exact locations or elevations of utilities or other interferences in order to assure proper protection of existing utilities or structures. No extra payment will be made for such field verification or any excavations or other work or expense incurred by the Contractor in properly locating and protecting utilities or other interferences.

1.08 Applicable Standards and Codes

Wherever reference is made to any published standards, codes, or standard specifications, it shall mean the latest standard code, specification, or tentative specification of the technical society, organization, or body referred to, which is in effect at the date of the Notice to Bidders.

The following is a partial list of typical abbreviations that may be used in the specifications and the organizations to which they refer:

AASHTO	- American Association of State Highway Transportation Officials
ACI	- American Concrete Institute
ACIFS	- American Cast Iron Flange Standards
AGA	- American Gas Association
AGMA	- American Gear Manufacturers Association
AIA	- American Institute of Architects
AISC	- American Institute of Steel Construction
ANSI	- American National Standard Institute
API	- American Petroleum Institute
ASCE	- American Society of Civil Engineers
ASHRAE	- American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	- American Society of Mechanical Engineers
ASTM	- American Society of Testing and Materials
AWS	- American Welding Society
AWWA	- American Water Works Association
CRSI	- Concrete Reinforcing Steel Institute
EEI	- Edison Electric Institute
Fed. Spec	- Federal Specifications
IEEE	- Institute of Electrical and Electronic Engineers
IPCEA	- Insulated Power Cable Engineers Association
ISO	- Insurance Service Offices
NBS	- National Bureau of Standards
NCDEQ	- North Carolina Department of Environmental Quality
NCDOT	- North Carolina Department of Transportation
NEC	- National Electric Code
NEM	- National Electrical Manufacturers Association
OSHA	- Occupational Safety and Health Act
UL	- Underwriters Laboratory

Contractor shall, when required, furnish evidence satisfactory to the City that materials and methods are in accordance with such standards where so specified.

In the event any questions arise as to the application of these standards or codes, copies shall be supplied on site by the Contractor.

1.09 Working Drawings

Before fabrication of any materials, the Contractor shall submit shop drawings to the City for review. The Contractor shall be responsible for securing all of the information, details, dimensions, drawings, etc., necessary to prepare the shop drawings. The Contractor shall field verify all dimensions and elevations required for completeness and accuracy of the drawings.

Shop drawings shall be submitted for the following:

- a. Pipes, fittings and joints (all sizes and materials)
- b. All reinforced concrete structures and manholes (including steps, frames and covers).
- c. Hydrants, valves, couplings, and valve boxes.

All submittals shall be thoroughly checked by the contractor for accuracy and conformance to the intent of the contract documents before being submitted to the City and shall bear the contractor's stamp of approval certifying that they have been so checked. Submittals without the contractor's stamp of approval will not be reviewed by the City and will be returned to the contractor.

Submittals shall be transmitted in sufficient time to allow the City at least twenty days for review and processing.

The Contractor shall transmit five (5) prints of each submittal to the City for review. All submittals shall be accompanied by a letter of transmittal, in duplicate, containing date, project title, Contractor's name, number and titles of submittals, notification of departures, and any other pertinent data to facilitate review.

If a submittal is satisfactory to the City, the City will annotate the submittal "Furnish as Submitted" or "Furnish as Corrected", retain three (3) copies, and return all remaining to the Contractor. Unless noted, no further re-submittals are required if annotated as above. If a re-submittal is required, the City will annotate the submittal "Revise and Resubmit" and transmit three (3) copies to the Contractor for appropriate action. The Contractor shall revise and resubmit submittals as required by the City until submittals are acceptable to the City. It is understood by the Contractor that the City may charge the Contractor for the review in the event a submittal is not approved (either "Furnish as Submitted" or "Furnish as Corrected") by the third submittal for a system or piece of equipment. These charges shall be for all costs associated with engineering review, meetings with the Contractor or manufacturer, etc. commencing with the fourth submittal of a system or type of equipment submitted for a particular Specification Section.

The acceptance of a Working Drawing by the City will constitute acceptance of the subject matter for which the drawing was submitted and not for any other structure, material, equipment, or appurtenances indicated as shown.

The City's review of the Contractor's submittals shall in no way relieve the Contractor of any of his/her responsibilities under the Contract. An acceptance of a submittal shall be interpreted to mean that the City has no specific objections to the submitted material subject to conformance with the Contract Drawings and Specifications.

The City's review will be confined to general arrangement and compliance with the Contract Drawings and Specifications only, and will not be for the purpose of checking dimensions, weights, clearances, fitting, tolerances, interferences, coordination of trades, etc.

1.10 Equipment and Materials

All equipment, materials, instruments, or devices incorporated in this project shall be new and unused, unless indicated otherwise in the Contract Documents.

Equipment and materials to be incorporated in the work shall be delivered sufficiently in advance of their installation and use to prevent delay in the execution of the work, and they shall be delivered as nearly as feasible in the order required for executing the work.

The Contractor shall protect all equipment and materials from deterioration and damage. Any equipment or materials of whatever kind which may have become damaged or deteriorated from any cause shall be removed and replaced by good satisfactory items and at the Contractor's expense for both labor and materials.

Storage - Contractor shall store his/her equipment and materials at the contractors designated storage area in accordance with the manufacturer's recommendations and as directed by the City, and in conformity to applicable statutes, ordinances, regulations, and rulings of the public authority having jurisdiction.

Contractor shall not store unnecessary materials or equipment on the job site and shall take care to prevent any structure from being loaded with a weight which will endanger its security or the safety of persons.

Materials shall not be placed within twenty (20) feet of fire hydrants. Gutters, drainage channels, and inlets shall be kept unobstructed at all times.

The Contractor shall enforce the instructions of the City regarding the posting of regulatory signs for loadings on structures, fire safety, and smoking areas.

1.11 Operation and Maintenance Instructions/Manuals

Individual Instructions - The Contractor, through manufacturer's representatives or other qualified individuals, shall provide instruction of designated employees of the City in the operation and care of all equipment installed hereunder.

Written Instructions - The Contractor shall furnish and deliver to the City, prior to the 80% completion point of construction, five (5) complete sets of instructions, technical bulletins, and any other printed matter such as diagrams, prints or drawings, containing full information required for the proper operation, maintenance, and repair of the equipment. Included in this submission shall be a spare parts diagram and complete spare parts list. These requirements are a prerequisite to the operation and acceptance of equipment. Each set of instructions shall be bound together in appropriate three-ring binders. A detailed Table of Contents shall be provided for each set. Written operation and maintenance instructions shall be required for all equipment items supplied for this project. The amount of detail shall be commensurate with the complexity of the

equipment item.

Information not applicable to the specific piece of equipment installed on this project shall be struck from the submission. Information provided shall include a source of replacement parts and names of service representatives, including address and telephone number.

When written instructions include shop drawings and other information previously reviewed by the City, and which accurately depict the equipment installed, shall be incorporated in the instructions. Extensive pictorial cuts of equipment are required for operator reference in servicing.

1.12 Substitutions

Whenever a particular brand or make of material, equipment, or other item is specified, or is indicated on the Contract Drawings, it is for the purpose of establishing a standard of quality, design, and type desired and to supplement the detailed Specifications. Any other brand or make, which in the opinion of the City, is equivalent to that specified or indicated may be offered as a substitute to the following provisions:

- A. Contractor shall submit for each proposed substitution sufficient details, complete descriptive literature, and performance data together with samples of the materials, where feasible, to enable the City to determine if the proposed substitution is equal.
- B. Contractor shall submit certified tests, where applicable, by an independent laboratory attesting that the proposed substitution is equal.
- C. A list of installations where the proposed substitution is equal.
- D. Requests for substitutions shall include full information concerning cost savings resulting from such substitutions to the City.
- E. Where the approval of a substitution requires revision or redesign of any part of the work, all such revision and redesign, and all new drawings and details required therefore, shall be provided by the Contractor at his/her own cost and expense, and shall be subject to the approval of the City.
- F. In all cases, the City shall be the sole judge as to whether a proposed substitution is to be approved. The Contractor shall abide by the City's decision when proposed substitute items are judged to be unacceptable and shall in such instances furnish the item specified or indicated. No substitute items shall be used in the work without written approval of the City.

The Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the City in considering a substitution proposed by the Contractor or by reason of the failure of the City to approve a substitution proposed by the Contractor. Acceptance of any proposed substitution shall in no way release the Contractor from any of the provisions of the Contract Documents.

1.13 Imperfect Work, Equipment, or Materials

Any defective or imperfect work, equipment, or materials furnished by the Contractor which is discovered before the final acceptance of the work, as established by the Certificate of Substantial Completion, or during subsequent guarantee period, shall be removed immediately even though it may have been overlooked by the City and estimated for payment. Any equipment or materials condemned or rejected by the City shall be tagged as such and shall be immediately removed from the site. Satisfactory work or materials shall be substituted for that rejected.

The City may order tests of imperfect or damaged work, equipment, or materials to determine the required functional capability for possible acceptance, if there is no other reason for rejection. The cost of such tests shall be borne by the Contractor; and the nature, tester, extent, and supervision of the tests will be as determined by the City. If the results of the tests indicate that the required functional capability of the work, equipment, or material was not impaired, consistent with the final general appearance of the same, the work, equipment, or material may be deemed acceptable. If the results of such tests reveal that the required functional capability of the questionable work, equipment, or materials has been impaired, then such work, equipment, or materials shall be deemed imperfect and shall be replaced. The Contractor may elect to replace the imperfect work, equipment, or material in lieu of performing the tests.

1.14 Construction Permits, Easements and Encroachments

The City shall obtain or cause to be obtained all permanent and temporary construction easements as shown on the Contract Drawings. The Contractor shall verify that these agreements have been obtained and shall comply with the conditions set forth in each agreement.

The Contractor shall obtain and keep current any other necessary construction permits from those authorities or agencies having jurisdiction over land areas, utilities, or structures which are located within the Contract limits and which will be occupied, encountered, used, or temporarily interrupted by the Contractor's operations unless otherwise stated. Copies shall be maintained on-site at all times for review by the appropriate agency or the City. When construction permits are accompanied by regulations or requirements issued by a particular authority or agency, it shall be the Contractor's responsibility to familiarize himself/herself and comply with such regulations or requirements as they apply to his/her operations on this project.

1.15 Sanitary Regulations

Sanitary conveniences, in sufficient numbers, for the use of all persons employed on the work and properly screened from public observation, shall be provided and maintained at suitable locations by the Contractor, all as prescribed by State Labor Regulations and local ordinances, and finally removed from the site when no longer needed. The contents of same shall be removed and disposed of in a satisfactory manner, as the occasion requires. **THE CONTRACTOR SHALL RIGOROUSLY PROHIBIT THE COMMITTANCE OF NUISANCES WITHIN, ON, OR ABOUT THE WORK.** The Contractor shall supply sufficient drinking water for all his/her employees, but only from approved sources. The Contractor shall also obey and enforce other local sanitary regulations and orders.

1.16 Temporary Services

The Contractor shall make arrangements for providing electric power, fuel, heat, water, and other temporary services to prosecute his/her construction operations.

1.17 Traffic Regulation and Maintenance of Traffic

The Contractor shall obey all traffic laws and comply with all the requirements, rules, and regulations of the North Carolina Department of Transportation and local authorities having jurisdiction and to maintain adequate warning signal lights, barriers, etc., for the protection of traffic on public roadways.

The Contractor shall maintain traffic and protect the public from all damage to persons and property within the Contract limits, in accordance with the Contract Documents and all applicable State and local regulations. The Contractor shall conduct his/her operations so as to maintain and protect access, for vehicular and pedestrian traffic, to and from all properties adjoining or adjacent to those streets affected by his/her operations, and to subject the public to a minimum of delay and inconvenience. Suitable signs, barricades, cones, railings, etc., shall be erected and the work outlined by adequate lighting at night. Danger lights shall be provided as required. Watchmen and flagmen shall be provided as may be necessary for the protection of traffic.

Warning signs shall be provided along all highways while work is in progress; and where traffic direction is required, flaggers shall be designated by the Contractor to direct traffic past the equipment, machinery, or construction operations. Barricades and lights shall be provided as required to protect traffic. Where trenches have been cut in road shoulders on which traffic may pass at times, red flags, cones and warning signs shall be placed at frequent intervals and maintained until the shoulder is safe for travel. The traveling public shall be warned of the construction with signing that is in accordance with the latest edition of the **Manual on Uniform Traffic Control Devices**.

All signs and barricades shall meet the minimum requirements of and conform to the standard outline in the manual entitled "Manual on Uniform Traffic Control Devices for Streets and Highways", published by the United States Department of Transportation, Federal Highway Administration, 1978(or latest edition), and a sign supplement to the manual published by the North Carolina Department of Transportation, Division of Highways, Traffic Engineering Branch entitled "Construction and Maintenance Operations Supplement to the Manual on Uniform Traffic Control Devices in 1980", or

their latest supplement.

During the progress of the work, driveways, sidewalks, and crossings of highways and streets shall be kept open for the passage of pedestrians and traffic and shall not be unnecessarily obstructed unless authorized by the authority having jurisdiction over the same.

The Contractor shall take such measures, at his/her own expense, as may be necessary to keep the streets open for traffic and shall give advance notice to the local Fire and Police Departments of his/her proposed street operations at the beginning of each working day.

The Contractor shall, in writing, give residents 48-72 hours advance notice of his/her proposed street operations to allow residents to make other arrangements for driveway and street parking and access to driveways. The Contractor shall also give at least 24 hours advance notice to the Police Department for parking spaces required to be vacant for construction purposes.

The Contractor shall notify the North Carolina Department of Transportation at least five (5) working days in advance of work on State Highway Rights-Of-Way, and shall fully cooperate with the Department.

The Contractor shall construct and maintain, without extra compensation, such adequate and proper bridges over excavations as may be necessary or directed for the purpose of accommodating pedestrians or vehicles.

All temporary means constructed by the Contractor shall be removed upon completion of work unless otherwise specified by the City and any damage done to public or private property shall be repaired by the Contractor.

All dirt spilled from the Contractor's trucks on existing pavements over which it is hauled or which has otherwise been deposited thereon shall be removed by the Contractor whenever in the opinion of the City, North Carolina Department of Transportation or the local authorities having jurisdiction, the accumulation is sufficient to cause the formation of mud, dust, interference with traffic, or create a traffic hazard. The area shall be flushed as necessary or as directed by the City.

1.18 Weather Conditions

No work shall be done when the weather is unsuitable. The Contractor shall take necessary precautions (in the event of impending storms) to protect all work, materials, or equipment from damage or deterioration due to floods, driving rain or wind, and snow storms. The City reserves the right to order that additional protection measures over and beyond those proposed by the Contractor, be taken to safeguard all components of the project. The Contractor shall not claim any compensation for such precautionary measures so ordered, nor claim any compensation from the City for damage to the work from weather elements.

The mixing and placing of concrete or pavement courses, the laying of masonry, and installation of pipelines shall be stopped during rain storms, if ordered by the City; and

all freshly placed work shall be protected by canvas or other suitable covering in such manner as to prevent running water from coming in contact with it. Sufficient coverings shall be provided and kept ready at hand for this purpose.

1.19 Fire Protection

The Contractor shall take all necessary precautions to prevent fires at, or adjacent to the work and to his/her buildings. He/she shall provide adequate facilities for extinguishing fires which do occur. **BURNING OF TRASH OR DEBRIS WILL NOT BE PERMITTED, UNLESS A PERMIT IS OBTAINED FROM THE FIRE CHIEF.**

When fire or explosion hazards are created or exist in the vicinity of the work as a result of the locations of gas mains, fuel tanks, gas tanks, or similar hazardous utilities or devices, the Contractor shall immediately alert the Fire Chief, and the City of such utility, tank, or device to prevent the occurrence of fire or explosion.

The Contractor shall exercise all safety precautions and shall comply with all instructions issued by the Fire Chief and shall cooperate with the City to prevent the occurrence of fire or explosion.

1.20 Chemicals

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, glue, polymer, reactant of other classifications, must show approval of either EPA or USDA. Contractor shall comply with requirements of the Occupational Safety Health Administration (OSHA) right to know law (1910.1200) and the Hazardous Waste Operations and Emergency Response law (1910.120) for use of all hazardous materials.

1.21 Safety and Health Regulations

The contractor shall comply with all applicable Occupational Safety Health Administration (OSHA) requirements in the General Industry (1910) and Construction (1926) Standards.

Each Contractor is to demonstrate the ability to conduct a safety program commensurate with the work under contract. The Contractor is to submit in writing a proposed comprehensive safety program to the City for approval before the contract is awarded. The program is to specifically state what provisions the Contractor proposes to take for the safety and health of all employees, including subcontractors and rental equipment operators. The program shall be site specific and provide details relevant to the work to be done, the hazards associated with the work, and the actions that will be necessary to minimize the identified hazards. The Contractor shall appoint a Safety Coordinator to represent the Contractor on all safety matters.

Representatives for the Contractor will be required to participate in a pre-job safety review with the City Safety Coordinator and the City Engineer or their representative before the start of construction. The purpose of this meeting will be to discuss the safety program and implementation of all health and safety standards pertinent to the work under this contract. A training calendar for supervisors and employees will be agreed upon at this meeting. Monthly meetings of Contractor and City representatives

will be held to review the effectiveness of the Contractor's safety effort, resolve current health and safety problems, and coordinate safety activities for upcoming work.

The City shall have access to any work permits or other safety related documentation upon request. A copy of all investigations of job related accidents and diseases shall be provided to the city each month. All fatal or serious incidents resulting in the hospitalization of three or more persons must be reported to the City within eight hours. Other occurrences with serious accident potential, such as equipment failures, slides, and cave-ins must also be reported to the City within eight hours.

The contractor shall conform to the following procedures before entering confined spaces (manholes, vaults, etc.).

A. Existing (live) manholes:

1. Pre-entry and continuous atmosphere monitor while manhole is occupied.

B. Newly constructed manholes:

1. Plug manhole at existing manhole tie-in;
2. Pre-entry and periodic monitor while manhole is occupied.

The City reserves the right to suspend work and/or terminate the contract if safety procedures are not followed, or if there is a refusal to comply.

1.22 Cooperation

The Contractor shall allow the City or designated agents, and other project contractors or their agents, to enter upon the work for the purpose of constructing, operating, maintaining, removing, repairing, altering, or replacing such pipes, conduits, manholes, wires, poles, or other structures and appliances now located on the site or which may be required to be installed at or in the work. The Contractor shall cooperate with all aforesaid parties and shall allow reasonable provisions for the prosecution of any other work by the City, or others, to be done in connection with his/her work, or in connection with normal use of any existing facilities.

1.23 Inspections and Tests

The Contractor shall allow the City ample time and opportunity for testing materials and equipment to be used in the work. The Contractor shall advise the City promptly upon placing orders for materials so that arrangements may be made, if desired, for inspection before shipment from the place of manufacture. The Contractor shall at all times furnish the City and his/her representatives, facilities including labor, and allow proper time for inspecting and testing materials, equipment, and workmanship. The Contractor must anticipate possible delays that may be caused him/her in the execution of the work due to the necessity of materials and equipment being inspected and accepted for use. The Contractor shall furnish at his/her own expense, all samples of materials required by the City for testing, and shall make his/her own arrangements for providing water, electric power, or fuel for the various inspections and tests of structures and equipment.

The Contractor shall furnish the services of representatives of the manufacturers of certain equipment, as prescribed in other Sections of the Specifications. The Contractor shall also place orders for such equipment on the basis that, after the equipment has been tested, prior to final acceptance of the work, the manufacturer shall furnish the City with certified statements that the equipment has been installed properly and is ready to be placed in functional operation. Tests and analyses required of equipment shall be paid for by the Contractor, unless specified otherwise in the Section which covers a particular piece of equipment.

Where other tests or analyses are specifically required in Standard Specifications, the cost shall be borne by the Contractor. The City will bear the cost of all tests, inspections, or investigations undertaken by the order of the City for the purpose of determining conformance with the Contract Documents, if such tests, inspection, or investigations are not specifically required by the Contract Documents, and if conformance is ascertained thereby. Whenever nonconformance is determined by the City as a result of such tests, inspections, or investigations, the Contractor shall bear the full cost thereof or shall reimburse the City for said cost. In this connection, the cost of any additional tests and investigations, which are ordered by the City to ascertain subsequent conformance with the Contract Documents, shall be borne by the Contractor.

1.24 Periodic Cleanup; Basic Site Restoration

During construction, the Contractor shall regularly remove from the site of the work all accumulated debris and surplus materials of any kind which result from his/her operations. Unused equipment and tools shall be stored as directed by the City.

When the work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights-of-way, easements, or private property, the Contractor shall (as the work progresses) promptly backfill, compact, grade, and otherwise restore the disturbed area to the basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or functions consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance. The Contractor shall perform the cleanup work on a regular basis and as frequently as ordered by the City.

Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the City, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.

Upon failure of the Contractor to perform periodic cleanup and basic restoration of the site to the City's satisfaction, the City may, upon 24 hours prior written notice to the Contractor, without prejudice to any other rights or remedies of the City, cause such work for which the Contractor is responsible to be accomplished to the extent deemed necessary by the City, and all costs resulting therefrom shall be charged to the Contractor and deducted from the amounts of money that may be due him/her.

1.25 Dust Control

Contractor shall take all necessary measures to control dust from his/her operations, and to prevent spillage of excavated materials on public roads.

Contractor shall remove all spillage of excavated materials, debris or dust from public roads by methods approved by the City.

Contractor shall flush specified locations and at such frequencies as may be required by the City to control dust/mud and prevent it from becoming a nuisance to the surrounding area.

Dust control and cleaning measures shall be provided at no additional cost to the City.

1.26 Final Cleanup; Site Rehabilitation

Before finally leaving the site, the Contractor shall remove from the site of the work all accumulated debris and surplus materials of any kind which resulted from his/her operation, including construction equipment, tools, sheds, sanitary enclosures, etc. The Contractor shall leave all equipment, fixtures, and work, which he/she has installed, in a clean condition. The complete project shall be turned over to the City in a neat and orderly condition.

The site of the work shall be rehabilitated or developed in accordance with other sections of the Specifications and the Drawings. In the absence of any portion of these requirements, the Contractor shall completely rehabilitate the site to a condition and appearance equal or superior to that which existed just prior to construction, except for those items whose permanent removal or relocation was required in the Contract Documents or ordered by the City.

1.27 Final Inspection

Final cleaning and repairing shall be so arranged as to be finished upon completion of the construction work.

The City will make their final inspection of the work during the progress of final cleaning and repairing, and any portion of the work finally inspected and accepted by the City shall be kept clean by the Contractor, until the final acceptance of the entire work.

When the Contractor has finally cleaned and repaired the whole or any portion of the work, he/she shall notify the City that he/she is ready for final inspection of the whole or a portion of the work, and the City will thereupon inspect the work. If the work is not found satisfactory, the City will order further cleaning, repairs, or replacement.

When such further cleaning or repairing is completed, the City, upon further notice, will again inspect the work. The "Final Payment" will not be processed until the Contractor has complied with the requirements set forth, and the City has made their final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the Contract Documents.

1.28 Project Close Out

As construction of the project enters the final stages of completion, the Contractor shall, in concert with accomplishing the requirements set forth in the Contract Documents, attend to or have already completed the following items as they apply to the Contract.

- A. Required testing of project components.
- B. Correcting or replacing defective work, including completion of items previously overlooked or work which remains incomplete, all as evidenced by the City's "Punch" Lists.
- C. Notify other Contractors of completion of work such that connections and/or coordination between different projects can be made.
- D. Attend to any other items listed herein or brought to the Contractor's attention by the City.

Before the Certificate of Substantial Completion is issued, the Contractor shall submit to the City certain records, certifications, etc., which are specified elsewhere in the Contract Documents. Missing, incomplete, or unacceptable items, as determined by the City, shall constitute grounds for withholding Final Payment to the Contractor. A partial list of such items appears below, but it shall be the Contractor's responsibility to submit any other items which are required in the Contract Documents:

- A. Test results of project components.
- B. Any special guarantees or bonds (Submit to City).
- C. Certification of equipment or materials in compliance with Contract Documents.
- D. Operation and maintenance instructions or manuals for each item of equipment.
- E. One set of neatly marked-up record drawings showing as-built changes and additions to the work under the Contract.

The Contractor's attention is directed to the fact that required certifications and information under Items C, and D above, must actually be submitted earlier in accordance with other sections of the Specification.

1.29 Blasting and Explosives

When blasting is utilized at the site of work, the Contractor shall take all precautions and provide all protective measures necessary to prevent damage to property and structures or injury to persons. Prior to blasting, the Contractor shall secure all permits required by law for blasting operations and shall provide any additional hazard insurance required by the City. The Contractor shall have a fully qualified and experienced blasting foreman in charge of all blasting operations. The Contractor shall undertake the

complete drilling and blasting operations, including handling and storing of explosives, in accordance with Federal, State and Local laws and regulations in conformance with the recommendations and practices of the Institute of Makers of Explosives. **NO BLASTING SHALL COMMENCE WITHOUT PRIOR NOTIFICATION BEING GIVEN TO THE ENGINEER'S REPRESENTATIVE, POLICE AND FIRE DEPARTMENTS.** Blasting shall be covered or otherwise satisfactorily confined. Contractor shall be responsible for and shall bear the expense of any damage of whatever nature caused by blasting or accidental explosions.

1.30 Additional Definitions

Certain Specification Sections refer to Divisions of Contract Specifications. Sections are each individually numbered portions of the Specifications (numeric) such as 8, 10, etc. The term Section is used as a convenience term meaning all Subsections within a numerical grouping. Section 1, would thus include Subsections 1.00 and 1.02. Section 12 would include Subsections 12.00 or ...08, etc.

1.31 Construction Video

The Contractor is required to video tape the entire project route. The video should clearly identify existing site conditions prior to construction. The Contractor shall present one original DVD and digital copy of the video tape to the City prior to construction.

1.32 Ultimate Disposition of Claims by One Contractor Arising From Alleged Damage by Another Contractor

The Contractor in signing his/her Contract hereby agrees that, in the event that another Contractor working on this Project makes a claim against the City for money damages for loss of time or for other reasons, which conditions are alleged to have been caused or occasioned by the method of operation or lack of progress of the Contractor first above, and in the event that such allegations are substantiated in the opinion of the City, the City may assess in turn such money damages and withhold from progress payment against the offending Contractor first above, in addition to such other damages to which it may be entitled under Section 1, and the General Conditions of the Contract Documents.

* * * *

SECTION 2 - SURVEYS AND LAYOUT

2.00 General

All work under this Contract shall be constructed in accordance with the lines and grades shown on the Contract Drawings or as directed by the City. The Contractor shall be responsible for all the field horizontal layout and vertical control of the pipeline(s) to be constructed under this Contract including connection to new and existing facilities and other items necessary for completion of the Contract.

2.01 Information Provided to the Contractor

- A. The City will furnish the Contractor a dimensioned plan (Contract Drawings) showing the location of the proposed pipeline(s) and appurtenances to be constructed under this Contract. In some instances, the control points will be referenced and dimensioned with respect to existing landmarks. The locations of the new facilities are based upon an actual field survey and it is possible that some of the original control points are in place although no expressed or implied warranty is given as to the presence or correctness of any of these points. The Contractor shall be responsible for all ground control.
- B. All elevations refer to the mean sea level datum as established by U.S. Geological Survey.
- C. Elevation of existing ground, structures, and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake-out survey shall be referred immediately to the City for interpretation or correctness.

2.02 Contractor's Layout Work

The Contractor shall furnish all personnel, materials, and equipment necessary for the layout work required for work under this Contract.

The Contractor shall be solely responsible for all locations, dimensions, and levels, and shall field verify all elevations and dimensions. No data other than the information contained in the written orders of the City shall justify departure from the Contract Documents.

The Contractor's layout work shall be done by a competent person capable of interpreting the survey data furnished and control points established on the ground for the purpose of laying out his/her work both horizontally and vertically.

Contractor shall establish all base lines for the location of the principal component parts of the work. Based upon the information provided by the Contract Drawings, the Contractor shall develop and make all detailed surveys necessary for construction including stakes for all working points, lines, and elevations.

Contractor shall have the responsibility to carefully preserve the bench marks, reference points and stakes; and in the case of destruction thereof by the Contractor or

resulting from his/her negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points, and stakes.

Existing or new control points, property markers, and monuments that will be or are destroyed during the normal causes of construction shall be reestablished by the Contractor; and all reference ties recorded therefore shall be furnished to the City. All computations necessary to establish the exact position of the work shall be made and preserved by the Contractor.

The Contractor shall exercise special care of pipe alignment where future connections are indicated to insure that future connections can be made without major alterations and realignments.

At the completion of the work, the Contractor shall furnish Record Drawings indicating the final location of all structures, piping, etc. The Record Drawings shall also show the size and elevation of all piping, finished grades, and elevation of all structures.

2.03 Checking by the Engineer

The Engineer may check all or any portion of the layout work, at any time during construction. The Contractor shall afford all necessary assistance to the City in carrying out such checks. Any necessary corrections to the work shall be immediately made by the Contractor. Such checking by the Engineer shall not relieve the Contractor of any responsibilities for the accuracy or completeness of the work.

* * * *

SECTION 3 - EROSION AND SEDIMENTATION CONTROLS

3.00 General

It is the intent of this Specification that the Contractor conduct the construction activities in such a manner that erosion of disturbed areas and off-site sedimentation be absolutely minimized.

All work under this Contract shall be done in conformance with and subject to the limitations of the North Carolina Rules and Regulations for Erosion and Sedimentation Control as adopted by the North Carolina Sedimentation Control Commission (15 NCAC, Chapter 4).

The following excerpts from the regulations are particularly important:

- 1) slopes left exposed will, within 15 working days of completion of any phase of grading, be planted or otherwise provided with ground cover, devices, or structures sufficient to restrain erosion...(Section 6b)
- 2) a ground cover sufficient to restrain erosion must be planted or otherwise provided within 15 working days on that portion of the tract (disturbed area) upon which further active construction is not being undertaken...(Section 6c)

Erosion and sedimentation controls applicable to this project shall include but not be limited to the following items of work:

1. Temporary diversion ditches shall be constructed adjacent to disturbed areas as shown on the Contract Drawings to collect surface runoff from disturbed areas and direct the runoff to the temporary sediment basins. All such temporary diversion ditches shall terminate with temporary sediment basins as shown on the Contract Drawings.
2. Erect silt fence at locations shown on the Contract Drawings and at other locations directed by the City/DEQ.
3. Provide temporary or permanent ground cover adequate to restrain erosion on erodible slopes or other areas that will be left unworked for periods exceeding 15 calendar days.
4. The Contractor shall be responsible for developing suitable erosion control measures for all off site waste and borrow areas to the satisfaction of the City. The Contractor is also advised that off site borrow areas more than one acre in size shall comply with all provisions of N.C. Mining Act.
5. Construct 50-foot gravel buffers at entrances from public roads to all unpaved access roads or storage areas used by the Contractor. The Contractor shall maintain the gravel buffers for the Contract duration or until final pavement, where applicable, has been constructed.

6. Provide other types of erosion and sedimentation control devices at the locations shown on the Contract Drawings, or as specified herein.

The bidder shall include in his/her bid the cost of the measures shown on the plans, and the cost of all additional measures that he/she determines will be necessary to satisfy DEQ throughout the life of the project. Change orders will not be issued for additional erosion control devices and measures that may be required. Failure to provide necessary measures to satisfy DEQ may result in a stop-work order from the City. The Contractor shall not be granted a contract extension due to time lost by issuance of such stop-work order.

If a notice of violation is received by the City for failure by the Contractor to properly maintain the erosion control measures, the Contractor shall correct all deficiencies immediately. ALL PAYMENTS TO THE CONTRACTOR WILL BE SUSPENDED UNTIL THE CITY RECEIVES A WRITTEN NOTICE OF COMPLIANCE FROM THE DIVISION OF LAND RESOURCES.

3.01 Silt Fence

Silt fences shall be erected as shown on the Contract Drawings and specified herein. The silt fences shall be erected and maintained to the satisfaction of the City until a vigorous vegetative ground cover has been established. Proper maintenance shall include, but not be limited to, the periodic removal of trapped sediments and replacement of the filter fabric should it deteriorate to a point that in the opinion of the City it will no longer provide an adequate runoff filter. Replacement of the filter fabric, if required by the City, will be at the Contractor's expense. Erosion control devices shall be established prior to or concurrent with the clearing operation in a given area.

Posts: Posts for silt fence shall be steel (unless otherwise approved by the City), and shall have the following properties:

ASTM Designation: ASTM 702
Length: 5-Feet Long (T-Type)
Weight: 1.25#/Foot (min.)
Area of Anchor Plate: 14 Sq. In.

Note: Five (T) Fasteners shall be furnished with each post.

Wire Fabric: Wire Fabric for the silt fence shall have the following properties:

Wire Fabric Designation: 832-12-10-12.5 Class 1
 ASTM Designation: ASTM A116
 Width: 32"
 Number of Line Wires: 8
 Stay Wire Spacing: 12"
 Line and Stay Wires: 12.5 Ga.
 Top and Bottom Wires: 10 Ga.
 Wire Coating: ASTM Class 1 Zinc Coating

Filter Fabric: Filter Fabric for the silt fence shall have the following minimum properties:

	<u>Value</u>	<u>Test</u>	<u>Method</u>
Weight	2.8 oz/yd ²		ASTM D3776
Grab Tensile Strength	120 lbs		ASTM D4632
Grab Elongation	23%		ASTM D4632
Trapezoid Tear Strength	65 lbs		ASTM D4533
Mullen Burst Strength	310 lbs		ASTM D3786
Puncture Strength	75 lbs		ASTM D3787
Retained Strength (500 hrs. accelerated UV exposure)	90%		ASTM D4355
Filtration Efficiency	75%		VTM-51
Flow Rate	.30 gal/ft ² /min		VTM-51
Height	36 inches		

Filter fabric shall be a woven geotextile made specifically for sediment control. Filter fabric shall not rot when buried and shall resist attack from soil chemicals, alkalis and acids in the PH range from 2 to 13, and shall resist damage due to prolonged ultraviolet exposure. Filter fabric shall be Type WCF-120, as manufactured by On-Site Systems, Style GTF-180, as manufactured by Exxon Chemicals Co., or equal.

After the completion of the project, the Contractor shall remove all silt fence in areas where a good stand of grass has been established and erosion is no longer evident. Removal of the remainder of the silt fence shall occur as other areas are established. Removal of silt fence shall be permitted only with the prior approval of the City.

The City/DEQ may direct the Contractor (at the Contractor's expense) to erect and maintain silt fence at other locations not shown on the Contract Drawings.

3.02 Synthetic Geotextile Filter Fabric

The filter fabric shall be a woven synthetic cloth such as Amoco 2002 as manufactured by Amoco Fabrics and Fibers Company, or equal.

During all periods of shipment and storage, the fabric shall be wrapped in heavy-duty protective covering which will protect the fabric from sunlight, mud, dust, dirt, and debris. The fabric shall not be exposed to temperatures greater than 140°F. After the protective covering has been removed, the fabric shall not be left uncovered under any circumstances for longer than three (3) days.

In particular, the filter fabric shall have the following mechanical properties:

Grab Tensile Strength (ASTM D 4632) - 200 lbs minimum
Grab Tensile Elongation (ASTM D 4632) - 15% maximum
Puncture Strength (ASTM D 3787) - 90 lb. minimum
Bursting Strength (ASTM D 3786) - 400 psi minimum
EOS (Equivalent Opening Size) - (30/70) US Std Sieve, CW-02215
Ultraviolet Resistance (ASTM G-26/ D 4355) - 70%
(% retained)

The fabric will be visually inspected by the City. The City reserves the right to sample and test at any time and reject, if necessary, any material based on visual inspection or verification tests.

Filter fabric shall be installed in such a manner that all splice joints are provided with a minimum overlap of 12-inches. Field splices of filter fabric shall be anchored with anchor pins to ensure that required overlap is maintained. At the time of installation, the fabric will be rejected if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, or storage.

Backfilling operations shall be done so as to prevent damage to the filter fabric. Damaged sections of filter fabric shall be replaced at no cost to the City.

Installation of filter fabric shall be done in a manner so as not to rupture, tear, puncture, cut, or abrade the materials. Where such damage occurs, it shall be repaired with a patch which extends at least 18 inches beyond the edge of the damaged area. Filter fabric shall be protected by an opaque, waterproof, and oil proof covering during transportation and storage. The fabric shall be protected from exposure to sunlight.

3.03 Temporary Sediment Basins

Temporary sediment basins shall be constructed as shown on the Contract Drawings and as specified herein. The temporary sediment basins shall be constructed and maintained to the satisfaction of the City until a vegetative ground cover has been established. Proper maintenance will include, but not be limited to, the periodic removal of trapped sediments.

The City/DEQ may direct the Contractor (at the Contractor's expense) to erect and maintain temporary sediment basins at other locations not shown on the Contract Drawings.

3.04 Stone Check Dams

Stone check dams shall be constructed as shown on the Contract Drawings and as specified herein. The stone check dams shall be constructed and maintained to the satisfaction of the City until a good vegetative ground cover has been established. Proper maintenance will include, but not be limited to, the periodic removal of trapped sediments. The stone check dams shall include the excavation, grading, stone for erosion control or rip rap, washed stone, etc., and all maintenance activities required.

The City/DEQ may direct the Contractor (at the Contractor's expense) to erect and maintain stone check dams at other locations not shown on the Contract Drawings.

3.05 Stone Filters

Stone filters shall be constructed as shown on the Contract Drawings and as specified herein. The stone filters shall be constructed and maintained to the satisfaction of the City until a good vegetative ground cover has been established. Proper maintenance will include, but not be limited to, the periodic removal of trapped sediments. The stone filters shall include the excavation, grading, washed stone, mesh hardware cloth, steel post, etc., and all maintenance activities required.

The City/DEQ may direct the Contractor (at the Contractor's expense) to erect and maintain stone filters at other locations not shown on the Contract Drawings.

3.06 Rip Rap

The Contractor shall place rip rap as shown on the Contract Drawings. The stone for rip rap shall consist of field stone or rough unhewn quarry stone. The stone shall be sound, tough, dense, and resistant to the action of air and water. The rip rap shall be of the size shown on the Contract Drawings.

During placing, the stone shall be graded so that the smaller stones are uniformly distributed throughout the mass. The Contractor may place the stone by mechanical methods, augmented by hand placing where necessary or ordered by the City.

The placed rip rap shall form a properly graded, dense, neat layer of stone. The placed rip rap shall have a minimum depth of 12 inches. Rip rap shall be placed on a minimum of 6" of No. 57 stone or on filter fabric, placed on the subgrade before installation of the rip rap.

The City/DEQ may direct the Contractor (at the Contractor's expense) to place rip rap at other locations not shown on the Contract Drawings.

3.07 Stone for Erosion Control

The Contractor shall place Stone for Erosion Control as shown on the Contract Drawings, as specified herein and as specified in Section 1042-2 of the NCDOT Standard Specifications. The Stone for Erosion Control shall be Class (A) or Class (B), as shown on the Contract Drawings.

Stone for Erosion Control shall be dumped and placed in such a manner that the larger rock fragments are uniformly distributed throughout the rock mass and the smaller fragments fill the voids between the larger fragments. Rearranging of individual stones by equipment or by hand shall only be required to the extent necessary to secure the results specified above and to protect structures from damage when rock material is placed against the structures. The placed stone shall be the minimum thickness shown on the Contract Drawings and shall have a layer of synthetic geotextile filter fabric or a minimum of 6" of No. 57 stone placed between the soil and the Class (A) or Class (B) stone.

The City/DEQ may direct the Contractor (at the Contractor's expense) to place Stone for Erosion Control at other locations not shown on the Contract Drawings.

3.08 Other Work

In addition to the silt fences, temporary sediment basins, stone filters, etc., shown on the Contract Drawings, the Contractor shall provide adequate means to prevent any sediment from entering any storm drains (curb inlet filter box), ditches, streams, or bodies of water downstream of any area disturbed by construction. Excavation materials shall be placed upstream of any trench or other excavation to prevent sedimentation of offsite areas. In areas where a natural buffer area exists between the work area and the closest stream or water course, this area shall not be disturbed. All streets and driveways shall be scraped, swept, and flushed as necessary to prevent the accumulation of dirt and debris. Work associated with this provision shall be considered incidental to the project and no specific payment will be made.

3.09 Temporary Ground Cover

Provide temporary or permanent ground cover adequate to restrain erosion on erodible slopes or other areas that will be left unworked for periods exceeding 15 calendar days.

No specific payment will be made for temporary ground cover. Cost associated with this provision shall be deemed as included in the Lump Sum Bid.

3.10 Establishment of Erosion Control Devices

Due to the nature of the work required by this Contract, it is anticipated that the location and nature of the erosion control devices will be adjusted on several occasions to reflect the current phase of construction. Erosion control devices shall be established prior to or concurrent with the clearing operations in a given area. Where such practice is not feasible, the erosion control device(s) shall be established **immediately** following completion of the clearing operation.

The construction schedule adopted by the Contractor will impact the placement and need for specific devices required for the control of erosion. The Contractor shall develop and implement such additional techniques as may be required to minimize erosion and off-site sedimentation. The location and extent of erosion control devices shall be revised at each phase of construction that results in a change in either the quantity or direction of surface runoff from construction areas. All deviations from the control provisions shown on the Contract Drawings shall have the prior approval of the City.

3.11 Maintenance of Erosion Control Devices

The Contractor shall furnish the labor, materials and equipment required for routine maintenance of all erosion control devices. Maintenance shall be scheduled as required for a particular device to maintain the removal efficiency and intent of the device. Maintenance shall include but not be limited to 1) the removal and satisfactory disposal of trapped sediments from basins or silt barriers and 2) replacement of filter fabrics used for silt fences. Sediments removed from erosion control devices shall be disposed of in locations that will not result in off site sedimentation as approved by the City.

3.12 Measurement and Payment

All work required to control erosion and maintain devices shall be considered incidental to the project and no specific payment will be made.

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SECTION 4 - SITE PREPARATION

4.00 General

The Contractor shall be responsible for all site preparation necessary for the work shown on the Contract Drawings and specified herein. This includes, but is not limited to the proper removal and storage of topsoil, the proper removal and disposal of all spoil and refuse materials, and the removal and reinstallation of any items such as driveways, culverts, storm drains, paved ditches, signs, pavements, walks, fences, mailboxes, etc. as may be necessary for carrying out the work. The restoration of surfaces shall be done in accordance with the requirements of **SURFACE RESTORATION** section.

The removal of signs shall be done in accordance with and subject to the approval of the North Carolina Department of Transportation. Temporary signs shall be furnished and installed by the Contractor as necessary and as required. All Regulatory Signs, shall be replaced immediately following backfilling or at the end of each day, whichever occurs first.

Where removal of existing structures (such as driveway culverts, storm drains, etc, and/or utilities) is required in order to carry out the work, the Contractor shall be responsible for re-installing these items to their original condition and functional capacity.

The Contractor shall provide adequate means to prevent any sediment from entering any storm drains (curb inlet filter box), ditches, streams, or bodies of water downstream of any area disturbed by construction. Excavated materials shall be placed upstream of any trench or other excavation to prevent sedimentation of off-site areas. In areas where a natural buffer area exists between the work area and the closest stream or water course, this area shall not be disturbed. All streets and driveways shall be scraped and swept as necessary (minimum daily) to prevent the accumulation of dirt and debris. The Contractor shall apply a pavement protector (such as screenings, sand, etc.) prior to depositing soil, etc. on the pavement surfaces. If deemed necessary by the City, the street shall be flushed using a street flusher.

At the completion of the work at this site each day, all debris and excess construction materials shall be removed by the Contractor, and the site shall be left clean and presentable.

4.01 Clearing and Grubbing

The Contractor shall clear and grub any proposed permanent easements as shown on the Contract Drawings and specified herein. Unless otherwise noted, the Contractor shall clear and grub all areas within 12.5 feet of the proposed utility line. The City will take into consideration a property owner's request to not remove trees, plants, etc. within the permanent easement area. The Contractor shall notify the City of any clearing and grubbing that is required outside the proposed easement, and shall obtain the City's approval of the proposed limits of the areas to be cleared and grubbed prior to starting any work. The Contractor shall also clear and grub such portions of the highway or street rights-of-way required for placement of the utility line.

Clearing shall consist of cutting, removal, and satisfactory disposal of all trees, fallen timber, brush, rubbish, sanitary landfill material, and other perishable and objectionable material within the designated areas.

Grubbing shall consist of the removal and disposal of all stumps, roots, logs, sticks, and other perishable materials to a depth of at least 6 inches below ground surface. Topsoil shall be stripped from the work area and kept in piles until needed for final grading.

In temporary construction easement locations, only those trees, shrubs, etc. shall be removed which are in actual interference with excavation or grading work under this Contract, and removal shall be subject to approval by the City. However, the City reserves the right to order additional trees and shrubs, etc. removed at no additional cost to the City, if such, in their opinion, are too close to the work to be maintained or have become damaged due to the Contractor's operations.

4.02 Disposal of Cleared and Grubbed Material

All trees, stumps, roots, bushes, refuse, etc. shall be removed from the site and properly disposed of by the Contractor. **OPEN BURNING WILL NOT BE PERMITTED, UNLESS A PERMIT IS OBTAINED FROM THE CITY FIRE CHIEF OR FIRE MARSHALL (IF APPROPRIATE). THE CONTRACTOR WILL ADVISE THE CITY IF A PERMIT IS APPROVED. BURYING OF CLEARED MATERIAL ON SITE WILL NOT BE PERMITTED.** Disposal areas (off-site) are subject to approval by the City.

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SECTION 9 - CONCRETE

9.00 General

Class A concrete shall be used for structures requiring relatively precise form work and accurate placement for reinforcing steel.

Class B concrete shall be used for pipe encasement, concrete arches, and thrust blocks.

Reinforcing steel incorporated with Class A or Class B concrete shall conform to ASTM A615, grade 60.

9.01 Concrete Materials

Cement shall conform to standard specifications of ASTM C150 for Type 1 Portland Cement. Fine aggregate shall be well graded natural sand and coarse aggregate shall be crushed stone or gravel. They shall conform to standard specifications of ASTM C33 for concrete aggregates. Coarse aggregate shall be of designated size 1-inch to No. 4 in accordance with the gradation for that range of sizes in the ASTM specification referred to above. The Contractor shall furnish for approval standard samples of one cubic foot each of fine and coarse aggregates. For the purpose of this work, only water from a potable water system or another approved source may be used.

9.02 Ready-Mixed Concrete

Ready-Mixed Concrete shall be used on the work provided it complies fully with the requirements of these Specifications, and the current ASTM Specifications for Ready-Mixed Concrete C94. The concrete shall be mixed in an approved truck drum mixer. The truck mixer shall be equipped with a tank for carrying the mixing water, and the water shall be added to the tank at the proportioning plant. Water added to the mixer shall be measured to the nearest gallon by use of a water meter. The mixing equipment shall be capable of combining the aggregate, cement and water within the specified time in a thoroughly mixed uniform mass, and be capable of discharging the mixture without segregation of ingredients. **HAND MIXING OF CONCRETE WILL NOT BE PERMITTED.**

Any truck drum mixers suspected of not producing uniform mixes shall be tested for uniformity as outlined in ASTM C94. Slump variation in excess of 1-inch or air content variation in excess of 1% shall be cause for rejection of the truck drum mixer for use on the project. Trucks so rejected may be retested at less than rated capacity and if found acceptable may be utilized on the project at the reduced capacity.

A written delivery slip or ticket, prepared and signed by the licensed weighmaster, shall be made out at the proportioning plant for each truck drum mixer. Any truck drum mixer delivering concrete to the job site, which is not accompanied by a delivery slip, will be rejected and such truck shall immediately depart from the job site.

Retempering of concrete by adding water to a partially unloaded truck will not be permitted. The addition of water for minor slump adjustment, before any concrete is discharged shall be controlled by the City.

9.03 Proportioning

The following specifications shall apply:

	<u>Class A Concrete</u>	<u>Class B Concrete</u>
Minimum cement content, sacks per cu. yd. with rounded course aggregate	6.0	5.0
Minimum cement content, sacks per cu. yd. with angular course aggregate	6.5	5.5
Maximum water-cement ratio gal. per sack	5.67	6.8
Slump range	2" to 4"	2" to 4"
Minimum strength - 28 days psi.	3,500	2,500

It shall be noted that the above specifications are minimum rather than design strengths. The mix shall be approximately 1 part cement, 2 parts sand, and 2 parts coarse aggregate for Class A concrete and approximately 1-3-4, respectively, for Class B concrete by weight, with adjustments made to give the best workability while maintaining the specified water-cement ratios. If necessary to obtain proper workability, cement in addition to the minimum specified sacks per cubic yard of concrete shall be added. The Contractor shall submit certifications from the Ready-Mixed Concrete supplier certifying that the proposed mix to be supplied has been proven to satisfy the above specifications. Such certifications shall be subject to the approval of the City and, in lieu of the same, the Contractor shall have test cylinders made of the concrete mix he/she proposes to use and submit strength test certificates of an approved laboratory prior to placing concrete. Class A concrete shall be used, unless stated herein or shown otherwise on the drawings.

9.04 Form work

Forms for concrete shall be sound, true and tight, and sufficiently rigid to prevent displacement and sagging between supports. For Class A concrete, no form ties shall be used that will leave metal within 1-inch of the finished surface of the concrete, and lumber used for exposed faces shall be of seasoned stock which has been coated with an approved lubricant.

Forms shall be left in place until the concrete has set sufficiently to permit their removal without danger to the structure. No forms shall be removed in less than seven (7) days or until permission to do so has been given by the City. For Class B concrete, where the concrete is not required to be poured against undisturbed material, it shall be contained by sand bags, stones, brick, or lumber to provide the required shape.

9.05 Placing Concrete

Concrete shall not be placed until the forms have been cleaned, and oiled, nor until all hangers, pipe, conduits, bolts, anchors, wire, and any other fixtures required to be embedded therein have been placed and anchored by the Contractor, nor until all loose debris in the bottoms of forms or in keyways have been removed, nor until all debris, water, snow, ice, and foreign matter have been removed from the space to be occupied by the concrete. The Contractor shall notify the City in advance of placement, allowing sufficient time for a concurrent inspection and for any corrective measures which may be required.

Concrete shall be conveyed as rapidly as practicable to the point of deposit by methods which prevent the separation or loss of the ingredients. It shall be so deposited that rehandling will be unnecessary. Where concrete is conveyed to position by chutes, a practically continuous flow in the chute shall be maintained. The angle and discharge arrangement of the chute shall be such as to prevent segregation of the concrete ingredients. The delivery end of the chute shall be as close as possible to the point of deposit and in no case shall the free pour from the delivery end of the chute exceed five (5) feet.

Special care must be exercised to prevent splashing of forms or reinforcement with concrete, and any such splashes or accumulations of hardened or partially hardened concrete on the forms or reinforcement above the general level of the concrete already in place must be removed before the work proceeds. Concrete shall be placed in such a way as to prevent any segregation.

Concrete shall be spaded and rodded to thoroughly embed all reinforcement and fixtures. When forms are removed, surfaces shall be even and dense, free from aggregate pockets or honeycomb areas. Special care shall be taken to secure dense concrete around all inserts. Pockets or honeycombs shall be chipped back to solid concrete, as directed by the City, and grouted per "Type I" concrete finish. At the City's option an approved bonding agent may be required.

9.06 Nonshrink Grout

Nonshrink grout shall be Master Builders "Embeco 636", U.S. Grout Corp. "Five Star Grout", or equal. Grout shall be nonstaining and shall be mixed, placed and cured in accordance with the manufacturer's recommendations. Compressive strength of grout shall be 4,000 PSI minimum.

9.07 Admixtures

Under no circumstances will any additive or chemical be permitted for the purpose of preventing freezing. In no case will calcium chloride be used in concrete.

9.08 Concrete Work in Hot Weather

When air temperatures exceed 85 degrees F, or when extremely dry conditions exist even at lower temperatures, particularly if accompanied by high winds, the Contractor and his/her concrete supplier shall exercise special and precautionary measures in preparing, delivering, placing, finishing, curing and protecting the concrete mix. The Contractor shall consult with the City regarding such measures prior to each day's pouring operation, and the City reserves the right to modify the proposed measures consistent with the requirements of this Section of the Specifications. All necessary materials and equipment shall be on hand and in position prior to each pouring operation.

The temperature of the concrete mix when placed shall not exceed 90 degrees F. Temperature of mixing water and aggregates shall be carefully controlled and monitored at the supplier's plant, with haul distance to the job site being taken into account.

All concrete work in hot weather shall be performed in accordance with ACI 305 "Recommended Practice in Hot Weather Concreting" unless modified herein.

9.09 Concrete Work in Cold Weather

The City may prohibit the placing of concrete at any time when atmospheric conditions are unsuitable. If permitted, concrete delivered when the surrounding air temperature is 40 degrees F or lower, shall have a minimum temperature, as placed, of 55 degrees F and a maximum temperature, as placed, of 75 degrees F. All aggregate and water shall be preheated, and all reinforcement, forms, and ground with which the concrete is to come in contact shall be defrosted by an approved method. Concrete shall not be placed on frozen ground. Delivery schedules shall be carefully planned in advance so that concrete is placed as soon as it arrives at the pouring location, allowance being made for mixing time as specified elsewhere.

9.10 Watertight Structures

Portions of structures below finished grade shall be watertight from any infiltrating groundwater. The Contractor shall prosecute the required work in such a manner as to achieve this result. Any leaks or evidence of infiltrating groundwater, which appear during construction of the project, shall be repaired by a method approved by the City.

9.11 Repair of Unacceptable Concrete

Areas of concrete in which cracking, spalling, or other signs of deterioration develop during initial curing or the one-year maintenance period shall be removed and replaced, or repaired in accordance with this Subsection as directed by the City. Submit manufacturer's product data sheets and recommended application procedures to the City for approval, for repairs made in accordance with this clause.

* * * *

SECTION 12 - SURFACE RESTORATION

12.00 General

The Contractor shall furnish all labor, equipment and materials required to perform and complete the restoration of all surfaces in the excavation and work area. The Contractor shall remove all surface materials of whatever nature and shall properly store, guard, and preserve as much material as may be required for restoration of disturbed areas. Topsoil or loam, where encountered, shall be piled separately from other excavated materials to prevent mixing and shall be backfilled to a compacted depth equal to the original condition.

Depressions that occur along the line of excavation, due to the settlement, shall be brought to grade, restoring the surface to its original condition. Where trenches cross or disturb improved or unimproved driveways the ground surface shall be returned to its original condition by the Contractor at the Contractor's own expense.

12.01 Final Grading and Finished Grade Adjustments

All areas disturbed during the course of the work shall be brought to the original grade of the adjacent ground surfaces. The surface shall be graded smoothly with all stones and debris removed. Where called for in the Contract Drawings, the Contractor shall provide all labor and materials necessary to perform any adjustments in grade needed to obtain minimum cover.

Excess fill material from the project excavation may be used for grade adjustments provided that it is free of rocks (over 2-inches in diameter), roots or other objectional materials. The fill material shall be spread evenly and compacted to 85 percent Standard Proctor density in lifts not to exceed one (1) foot in depth. A minimum of 6-inches of good quality topsoil shall be provided for all areas that require surface restoration. Surface restoration shall be as specified under this Section.

If in the event that sufficient fill material or topsoil is not available, the Contractor shall supply all such material at his/her own expense.

12.02 Maintenance and Restoration of Unpaved Surfaces

All grassed and natural areas (including shoulders of roads) disturbed during the course of the work shall be reseeded, unless otherwise indicated on the plans. The topsoil shall be replaced and raked to an even grade with all stones, and debris removed.

Water will be furnished to the Contractor by the City from existing facilities as directed by the City, at prevailing city rates. The Contractor shall furnish all hoses and connections necessary to complete the landscaping work.

The Contractor shall install stone (match existing) around mail boxes removed during the construction. The stone shall be installed immediately after the mail box has been reinstalled (to prevent ruts and reduce the amount of mud being tracked onto the pavement).

All grass, fertilizer and mulch applications shall be furnished and placed in accordance with the following table (match existing grass as appropriate):

Fall Permanent Seeding

August 15 - November 1

Lime	2 tons/ac
5-10-10 Fertilizer	1000 lbs./ac
0-20-0	500 lbs./ac
Unscarified Sericea Lespedeza	60 lbs./ac
Ky-31 Fescue	30 lbs./ac
Rye Grain	25 lbs./ac
Straw Mulch	2 tons/ac

Winter Temporary Cover

November 1 - February 28

Lime	2 tons/ac
10-10-10 Fertilizer	700 lbs./ac
Oats	50 lbs./ac
Rye Grain	20 lbs./ac
Straw Mulch	2 tons/ac

Spring Permanent Seeding

March 1 - April 30

Lime	2 tons/ac
5-10-10 Fertilizer	1000 lbs./ac
0-20-0	500 lbs./ac
Scarified Sericea Lespedeza	50 lbs./ac
KY-31 Fescue	30 lbs./ac
Browntop Millet	20 lbs./ac
Straw Mulch	2 tons/ac

Late Spring Permanent Seeding

March 15 - June 30

Lime	2 tons/ac
10-10-10 Fertilizer	1000 lbs./ac
0-20-0	500 lbs./ac
Scarified Sericea Lespedeza	40 lbs./ac
Common Bermuda Grass (hulled)	8 lbs./ac
Straw Mulch	2 tons/ac

Summer Temporary Cover

June - August 15

Lime	2 tons/ac
10-10-10 Fertilizer	700 lbs./ac
Browntop Millet	40 lbs./ac
Straw Mulch	2 tons/ac

Where temporary cover is placed, the Contractor shall be responsible for subsequent placement of permanent seeding based on the time schedule stipulated in the above table.

After seeding, the area shall be rolled and mulched with fine grain straw at the application rate specified. An asphaltic tack coat, or an approved equal treatment shall be used to hold the mulch in place.

Seeded areas that fail to establish a vigorous stand of grass adequate to restrain accelerated erosion shall be reseeded at the Contractor's expense. The Contractor shall not be eligible for final payment until a vigorous stand of grass has been established for all disturbed areas.

Unpaved Roads and Driveways

After construction, the Contractor shall restore the stone base (match existing) to its original condition. Additional stone shall be provided by the Contractor at his/her expense if a suitable surface cannot be established.

Ditch and Swale Erosion Protection

Erosion mats shall be used in ditches and swales where the slope exceeds 5% or on slopes greater than 4:1 and where shown on the drawings.

The blanket shall consist of a machine produced mat of curled wood excelsior of 80% 6-inch or longer fiber length, with consistent thickness and the fiber evenly distributed over the entire area of the blanket. The top side of each blanket shall be covered with a 3-inch x 1-inch biodegradable extruded plastic net. The blanket shall be smolder resistant without the use of chemical additives. Blankets shall be Type 11, 48-inch width x 180 feet long, weighing 65 pounds (plus or minus) per roll, as manufactured by Amoco, American Excelsior Company, or equal.

Blanket staples shall be made of wire, .091-inch in diameter or greater, "U" shaped with legs 6-inches in length and a 1-inch crown.

The area to be covered shall be properly graded and seeded before the blanket is applied. Unroll blanket so that the netting is on top and the fibers are in contact with the soil. Install in direction of water flow, butted snugly at ends. Staple ends and sides one (1) row alternately spaced down the center. The staples shall be driven vertically into the ground.

12.03 Restoration of Paved Surfaces

Where trenches cross or disturb paved streets, driveways, parking areas, sidewalks, curbs, etc., the Contractor shall remove where necessary and shall replace all portions of pavements, curbs, sidewalks, driveways, and traffic markings, etc. destroyed or damaged by his/her operation. **Where the Contractor installs a utility line/service (sewer, water, drainage, etc.) under a curb/gutter, a standard section (10' minimum) of the curb/gutter shall be removed and replaced by the Contractor.** The Contractor shall take all precautions (including screenings, sand, etc.) to protect the existing pavement from damage by his/her equipment during construction. It is the intent of these specifications that the Contractor leave all paved surfaces affected by the construction work equal to or better than the original condition and that all work be done in conformance with approved practice.

The City shall be advised, when concrete sub-base is encountered under existing pavement, it shall be replaced with the flexible base pavement as described herein or as shown on the pavement repair detail.

The Contractor shall not begin final restoration work until the subgrade has been inspected and approved by the agency having authority over the rights-of-way. All pavement and road restoration within the State or City, or privately owned rights-of-way shall be done as specified herein and as detailed on the Contract Drawings, to the requirements of the North Carolina Department of Transportation Standard Specification, January, 1984 (or latest edition), and to the approval of the N.C. Department of Transportation and the City.

Depressions that occur along the line of the excavation, due to settlement, shall be brought to grade, restoring the base course to its original condition, prior to final pavement restoration.

Final flexible pavement restoration shall be deferred at least two (2) weeks after the trench area has been backfilled and exposed to traffic. However, final pavement restoration shall be completed not later than six (6) weeks after the trench area has been backfilled and exposed to traffic, weather permitting. If the Contractor must be continually reminded to keep trench areas topped off with stone, the City will require the Contractor to temporarily patch the area/areas (cold patch). **The Contractor shall temporarily patch high traffic areas (binder or cold patch) immediately after the backfilling operation.**

The existing pavement shall be cut back with a pavement saw and squared off in a neat and workmanlike manner as directed by the City. In general, the base for bituminous pavements shall extend at least one (1) foot on undisturbed subgrade.

The Contractor shall maintain all paved surfaces until accepted. The paved areas will not be accepted until after the Contractor has completed all phases of the work, including all necessary transportation, hauling, and severe usage of the paved areas. The City will be the sole judge in this matter.

Minimum pavement specifications for asphalt surfaces are to be as indicated in the contract drawings. Minimum pavement specifications for concrete surfaces are as follows:

Portland Cement Concrete Pavements

Driveways - The existing concrete shall be cut-back with a pavement saw to the next joint beyond the Trench Excavation Limits and shall be replaced to the full length (as measured parallel to the roadway). Existing concrete driveways that do not have existing joints shall be cut-back (saw cut) to the Trench Excavation Limit (minimum) or to a width sufficient to remove concrete damaged by construction or equipment on the property line side of the trench and to the edge of the highway pavement on the highway side of the trench and to the full length (as measured parallel to the highway). No patching shall be allowed.

The existing concrete shall be cut-back and squared off in a neat and workmanlike manner as directed by the City. Concrete and work shall be as follows:

Concrete - Class A

Thickness - 6 inches

Finish - As directed(to match adjacent concrete)

Reinforcement* - Steel mesh shall be 6 x 6 - W2.0 x W2.0 WWF (6 x 6 - 8 x 8 WWF)

Placement of Reinforcement - As directed
(typically 3 inches from top of slab)

Joint Material - Bituminous premolded filler type; 1/2-inch thick for expansion joints against all structures surrounded by driveway. One-inch thick where concrete abuts against existing pavements or structures. Match existing material as appropriate.

Sidewalks - Sidewalks shall be replaced to the next joint beyond the Trench Excavation Limits and to the full width of the sidewalk. Concrete and work shall be as follows:

Concrete - Class A

Thickness - 5 inches

Finish - As directed (to match adjacent concrete)

Reinforcement* - Steel mesh shall be 6 x 6 - W2.0 x W2.0 WWF (6 x 6 - 8 x 8 WWF)

Joint Material - Bituminous premolded filler type; 1/2-inch thick for expansion joints against all structures surrounded by walk. One-inch thick where walks abut against other pavements or structures. Match existing material as appropriate.

Expansion joint spacing - Approximately 20 feet or as directed by the City.

Curbs - Curbs shall be rebuilt to original lines, grade, cross-section and finish. Any curbing that has settled or shifted shall be relaid.

Concrete - Class A

Joints - As directed

Expansion - 1/2-inch bituminous expansion joint material, matching cross-section, at ends of replacement sections

*Reinforcement required even when original had none.

* * * *

APPENDIX A
DBE Participation Forms

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)

*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 _____

Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

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 10% 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 _____

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 10% 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 Name)
Project ID# _____ 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:

- A. 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.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. 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.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. 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.

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.

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

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 _____

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor: _____

Address & Phone: _____

Project Name: _____

Project ID: _____

Pay Application #: _____ Period: _____

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period.

MBE FIRM NAME	* TYPE OF MBE	AMOUNT PAID THIS MONTH (With This Pay App)	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

*Minority categories: Black (B), Hispanic (H), Asian American (AA), American Indian (AI), White Female (WF), Socially and Economically Disadvantaged (SED)

Approved/Certified By:

Name

Title

Date

Signature

SUBMIT WITH EACH PAY REQUEST - FINAL PAYMENT - FINAL REPORT

APPENDIX B
NCGS 143-128.2

§ 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 or purchased 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 businesses, 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 or 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 nonresponsible 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).

(e) 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 nonminority businesses.
- (2) Attend the scheduled prebid conference.
- (3) At least 10 days prior to the scheduled day of bid opening, notify minority businesses that have requested notices from the public entity for 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 subdivisions (1) through (10) of this subsection at least 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 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 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 prebid 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 either of the following:
 - a. A business that meets both of the following conditions:
 1. At least fifty-one percent (51%) of the business 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 percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 2. 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.
 - b. An Employee Stock Ownership Plan company in which at least fifty-one percent (51%) of the plan participants are minority persons or socially and economically disadvantaged individuals.
- (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 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 years from the date of the completion of the building project.

(j) Except as provided in subsections (a), (g), (h) and (i) 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. (2001-496, s. 3.1; 2023-134, s. 20.4(a); 2024-44, s. 4.)

APPENDIX C

Davis-Bacon Act Information

This project's funding requires compliance with the Davis-Bacon Act. Information pertaining to the Act and the General Wage Decision applicable to the project are attached.

This content is from the eCFR and is authoritative but unofficial.

Title 29 – Labor

Subtitle A – Office of the Secretary of Labor

Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)

Subpart A – Davis-Bacon and Related Acts Provisions and Procedures

Source: 48 FR 19540, Apr. 29, 1983, unless otherwise noted.

Authority: 5 U.S.C. 301; Reorganization Plan No. 14 of 1950, 5 U.S.C. appendix; 28 U.S.C. 2461 note; 40 U.S.C. 3141 *et seq.*; 40 U.S.C. 3145; 40 U.S.C. 3148; 40 U.S.C. 3701 *et seq.*; Secretary's Order No. 01-2014, 79 FR 77527; and the laws referenced by § 5.1(a).

Source: 48 FR 19541, Apr. 29, 1983, unless otherwise noted.

Editorial Note: Nomenclature changes to subpart A of part 5 appear at 61 FR 19984, May 3, 1996.

§ 5.5 Contract provisions and related matters.

(a) **Required contract clauses.** The Agency head will cause or require the contracting officer to require the contracting officer to insert in full, or (for contracts covered by the Federal Acquisition Regulation (48 CFR chapter 1)) by reference, in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the laws referenced by § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) **Minimum wages –**

(i) **Wage rates and fringe benefits.** 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 paragraphs (d) and (e) of this section, 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 this section; 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 paragraph (a)(4) of this section. 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 paragraph (a)(1)(iii) of this section) 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 paragraph (a)(1)(iii) of this section, 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 paragraph (a)(1)(iii)(A)(3) of this section. 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 paragraphs (a)(1)(iii)(C) and (D) of this section. 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 paragraph (a)(1)(iii)(C) or (D) of this section 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 § 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 [write in name of Federal agency 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 the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section 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 § 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 paragraph (a)(3)(iv) of this section, the [Agency] 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 paragraph (a)(2)(i) or (b)(3)(i) of this section, 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 paragraph (a)(1)(v) of this section 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 the [write in name of appropriate Federal agency] 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 the [write in name of agency]. 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 paragraph (a)(3)(i)(B) of this section, 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 website 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 paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, 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 paragraph (a)(3)(ii)(C) of this section.
- (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.
- (ii) **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 paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] 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 § 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 the [write in name of appropriate Federal agency] 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 the [write in name of agency], 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 journeyworkers 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 paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, 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 journeyworkers 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 paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] 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 § 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 § 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, this part, or 29 CFR part 1 or 3;
- (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, this part, or 29 CFR part 1 or 3;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

(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 paragraphs (b)(1) through (5) of this section 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 paragraph (a) of this section or 29 CFR 4.6. As used in this paragraph (b), 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 paragraph (b)(1) of this section 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 paragraph (b)(1) of this section, in the sum of \$33 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 paragraph (b)(1).

(3) **Withholding for unpaid wages and liquidated damages** –

(i) **Withholding process.** The [write in the name of the Federal agency 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 this paragraph (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 § 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 paragraph (a)(2)(i) or (b)(3)(i) of this section, 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 reprourement 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.

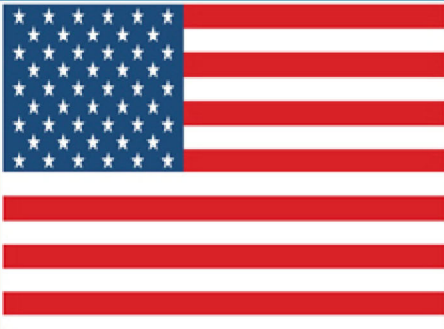
(4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (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 this part;
 - (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 this part;
 - (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
 - (iv) Informing any other person about their rights under CWHSSA or this part.
- (c) **CWHSSA required records clause.** In addition to the clauses contained in paragraph (b) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by § 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 § 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.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control No.
(a)(1)(ii)(B)	1235-0023
(a)(1)(ii)(C)	1235-0023
(a)(1)(iv)	1235-0023
(a)(3)(i)	1235-0023
(a)(3)(ii)(A)	1235-0023
	1235-0008
(c)	1235-0023

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008; 81 FR 43450, July 1, 2016; 82 FR 2225, 2226, Jan. 9, 2017; 83 FR 12, Jan 2, 2018; 84 FR 218, Jan. 23, 2019; 87 FR 2334, Jan. 14, 2022; 88 FR 2215, Jan. 13, 2023; 88 FR 57734, Aug. 23, 2023; 89 FR 1815, Jan. 11, 2024; 90 FR 1859, Jan. 10, 2025]



Davis-Bacon Act Poster (Government Construction)



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SINCE 1991

1-800-322-3636

Employee Rights Under the Davis-Bacon Act

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 (Revised April 2009)

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://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.dol.gov%2fagencies%2fwfd%2fgovernment-contracts&c=E,1,FoR0zmFDTqncNCp0u5ri135VgmZDe80LmCy83c2-xFxA95Kz0wkElWoEovDNSbcq9noCSBU3Esfpay1700rZwn-tXQ1fIpL3tIcr6YVoxqHhbAQsFVkgkQ,,&typo=1>.

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

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2f%2fwww.dol.gov%2fwfd%2fgovcontracts&c=E,1,hvCoXou_sfZ1FAenNn80gWqXyOLz0jS5cUcWlx40lkhvG2GQaK08AqDJSmw5p9i8hiTMFW0yMZWaYX0jzRlbJ7vQ0LGgIocEtVK6jdEiM5MpNIGQieU,&typo=1.

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

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

for the classifications and rates under that identifier.

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or

by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION

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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	
																			TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)		TOTAL DEDUCTIONS
								HOURS WORKED EACH DAY															
							ST																
							OT																
							ST																
							OT																
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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:

- 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.
- 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.
- The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.
- 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	

- 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		FB NAME		FB NAME		TOTAL HOURLY CREDIT
	FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		
	PLAN NO.		PLAN NO.		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		<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	\$	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	\$	Hourly Credit	\$	Hourly Credit	\$	\$

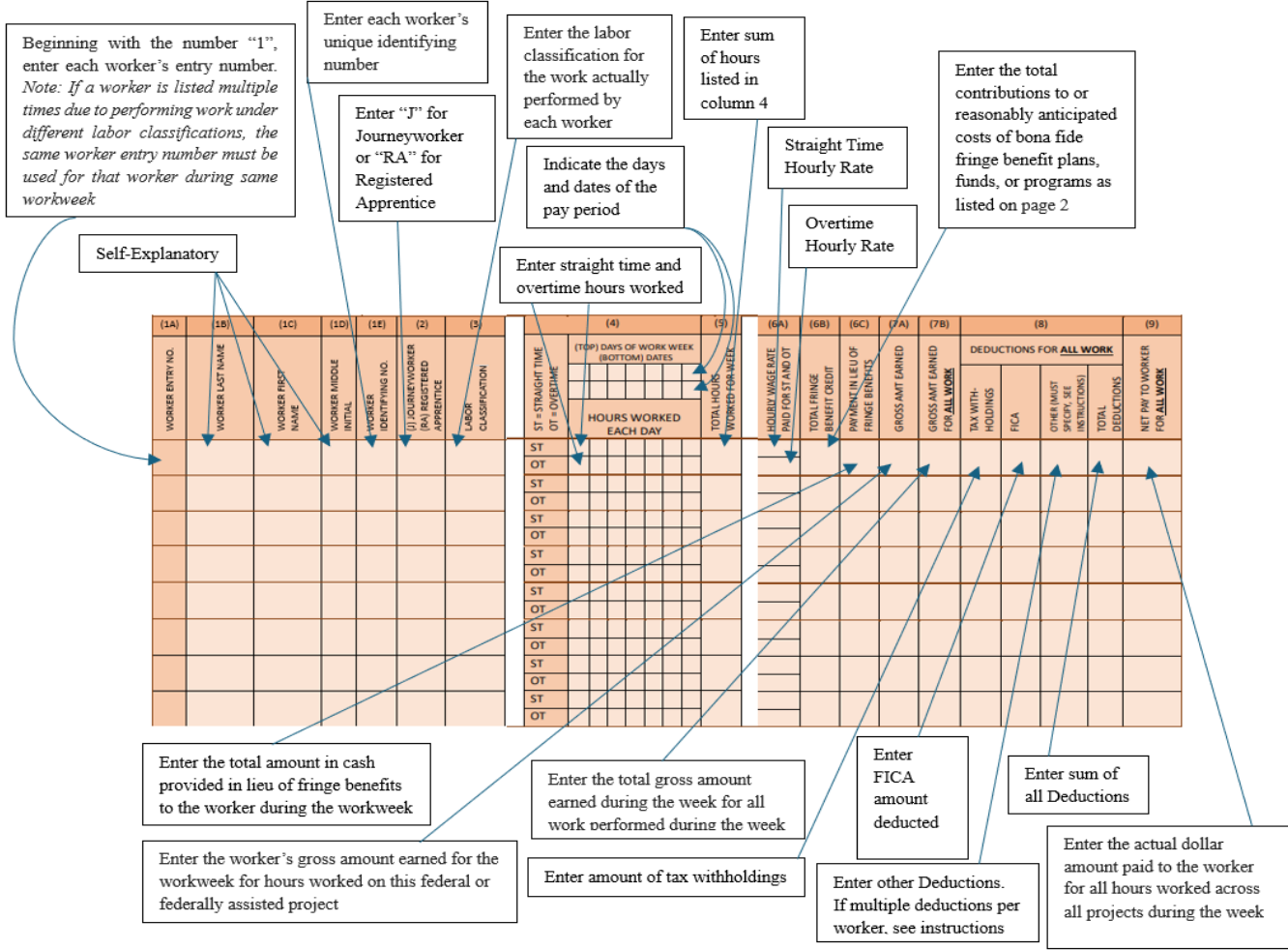
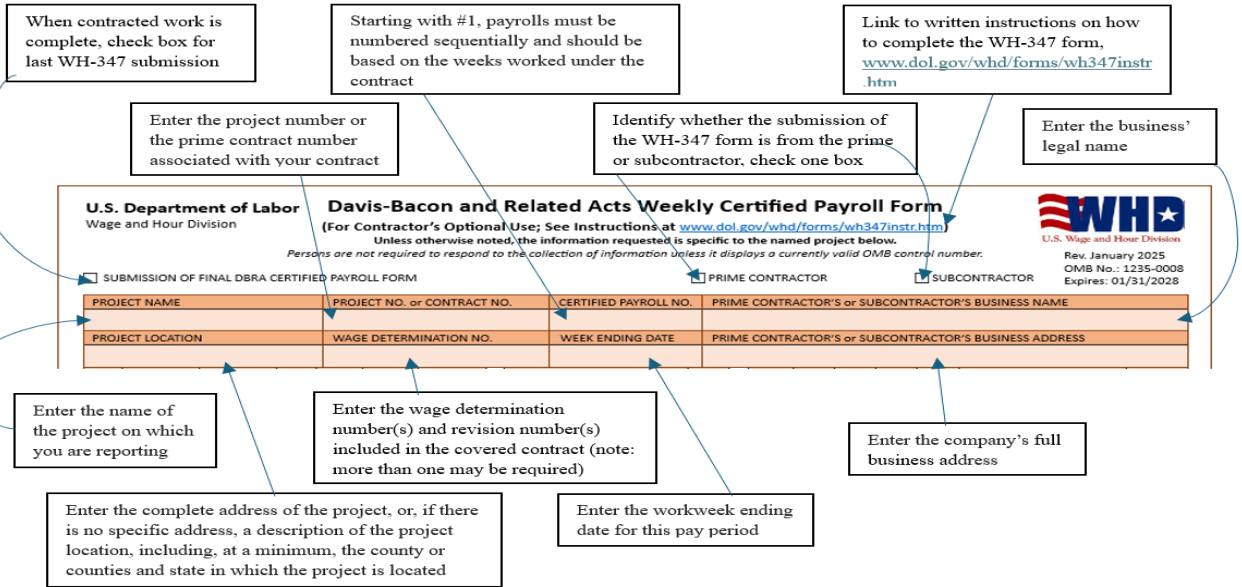
- All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

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.

How to correctly fill out the Davis-Bacon and Related Acts Weekly Certified Payroll WH-347 Form
 The completion of the WH-347 Davis Bacon and Related Acts Weekly Certified Payroll Form is optional;
 The required weekly certified payroll information may be submitted using Optional Form WH-347 or in
 any other format desired.



END