

DUPLIN COUNTY

MAGNOLIA MUNICIPAL  
AUDITORIUM DEMOLITION

June 7, 2023

FINAL SPECIFICATIONS

Bid Date: June 30, 2023

Prepared by:

Joshua E. Outlaw, P.E.  
The ADAMS COMPANY, Inc.  
708 Abner Phillips Road  
Warsaw, NC 28398  
Phone: 910-293-2770  
Firm Lic. No. – C-4438



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SECTION 00050

ADVERTISEMENT FOR BIDS  
Magnolia Municipal Auditorium Demolition Project  
Duplin County

Separate, sealed BIDS for the County of Duplin for the Magnolia Municipal Auditorium Demolition Project will be received by Duplin County at 224 Seminary St, Kenansville, NC 28349 until 10:00 am Eastern Time on June 30, 2023 and then at said office publicly opened and read aloud. The bidder shall show such evidence by clearly displaying his or her current license number on the outside of the sealed envelope in which the proposal is delivered, to ensure that the BIDDER is properly licensed under Chapter 87, General Statutes of North Carolina.

The project will include demolition and removal of existing auditorium structure and remediation of the site, to include, but not limited to, removal and proper disposal of hazardous building materials and demolition debris, backfilling of dirt, and topsoil, leveling, and seeding of cleared site.

The Information for Bidders, Bid Form, Drawings, Specifications and other CONTRACT DOCUMENTS may be examined at the following locations:

The ADAMS COMPANY, Inc., 708 Abner Phillips Rd., Warsaw, NC 28398

Digital copies of the CONTRACT DOCUMENTS can be obtained via email from the office of the Engineer located at The ADAMS COMPANY, Inc. at 910-293-2770 or [adamsco.robert@gmail.com](mailto:adamsco.robert@gmail.com). Printed copies of CONTRACT DOCUMENTS may be obtained at the office of the Engineer located at The ADAMS COMPANY, Inc., 708 Abner Phillips Rd., Warsaw, NC 28398 upon payment of \$200.00 for each set.

All project related questions are to be submitted in writing to Robert Houston at 708 Abner Phillips Rd., Warsaw, NC 28398 or [adamsco.robert@gmail.com](mailto:adamsco.robert@gmail.com).

No Pre-Bid meeting will be held.

This project is funded through Duplin County, NC with Community Development Block Grant – Disaster Recovery (CDBG-DR) funds by the North Carolina Office of Recovery and Resiliency (NCORR). Bidders are advised to carefully review regulatory requirements included in the project specifications. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout. Duplin County is an equal-opportunity employer. Minority-Owned and/or Woman-Owned Business Enterprises are encouraged to reply.

No bidder may withdraw his/her bid within 60 days after the actual date of the opening thereof.

The County of Duplin reserves the right to waive any informalities or to reject any or all bids.

Bid, Performance, and Payment Bonds will not be required for this project.

June 15, 2023

Date

Davis Brinson

County Manager

## SECTION 00100

## INFORMATION FOR BIDDERS

BIDS will be received by the County of Duplin (herein called the "OWNER"), at the County Administrative Building until **10:00 am on June 30, 2023.**

Each BID may be submitted in a sealed envelope, addressed to Davis Brinson at Duplin County, 224 Seminary St, Kenansville, NC 28439. Each sealed envelope containing a BID must be plainly marked on the outside as BID for Magnolia Municipal Auditorium Demolition Project, and the envelope should bear on the outside the name of the BIDDER, his address, his license number, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at PO Box 910, Kenansville, NC 28349.

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

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

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

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

The following must be included with the BID:

- Bid (00200)
- Bid Compliance Submittals (00201): Identification of HUB Certified/Minority Business Participation and Affidavit A or B
- E-Verify Affidavit
- Non-Collusion Affidavit

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

A BID BOND will not be required.

A Performance BOND and a Payment BOND will not be required.

The party to whom the contract is awarded will be required to execute the Agreement and obtain a Certificate of Insurance within twenty (20) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the OWNER will proceed to have the work completed by another company.

The OWNER within twenty (20) days of receipt of acceptable Certificate of Insurance and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within twenty (20) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the twenty (20) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

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

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

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

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

BID.

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

This project is subject to the provisions of the Davis-Bacon and Related Acts. Bidders' attention is directed to enclosed DBRA Wage Determination and Federal Labor Standard Provisions contained within these specifications. The selected respondent will be required to have an active registration with SAM.GOV prior to contract execution. The selected respondent will be required to submit documentation in compliance with requirements and regulations set forth by the North Carolina Office of Recovery and Resiliency.

The County of Duplin is committed to and supportive of efforts to effectively maintain and/or increase the use of Small and Minority/Women owned business and Historically Underutilized Businesses (HUB) contract participation for Construction Projects, services (including professional and consulting services) and commodities purchases.

The Engineer for this project may be contacted at the following address:

Robert Houston  
The Adams Company, Inc  
708 Abner Phillips Rd.  
Warsaw, NC 28398  
910-293-2770

SECTION 00200

BID

PROPOSAL OF \_\_\_\_\_  
(hereinafter called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_  
doing business as \_\_\_\_\_ (insert "a  
corporation", "a partnership", or "an individual" as applicable).

TO COUNTY OF DUPLIN (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK  
for the construction of Magnolia Municipal Auditorium Demolition Project in strict accordance  
with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated  
below.

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified  
in the NOTICE TO PROCEED and to fully complete the PROJECT within 60 consecutive  
calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$350.00  
for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the  
following lump sum listed below.



BID SCHEDULE

BIDS shall include sales tax and all other applicable taxes, fees and permits.

The line item prices shall include but not be limited to labor and supervision, materials, tools, demolition, excavation, earthwork, backfill, compaction, fine grading, seeding and mulching; erosion and sedimentation control, repair or replacement of all existing underground utilities or facilities encountered, removal and disposal of all debris, total job complete.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1.	Asbestos Abatement (All cost for removal and proper disposal of asbestos materials from pipe in crawlspace and all coated roof materials as noted in inspection report)	1	LS	\$ _____	\$ _____
2.	Building Demolition (includes removal, and offsite disposal of all wood, masonry, glass, metal, vegetation, and other debris located in the project area, approx. 200 CY of topsoil, leveling, and seeding as shown on plan)	1	LS	\$ _____	\$ _____
3.	Select Fill Material	290	CY	\$ _____	\$ _____
4.	Project Sign	1	LS	\$ _____	\$ _____
<b>Total Project Bid</b>				<b>\$ _____</b>	

Respectfully submitted:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Individual (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
License Number

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Office Phone

\_\_\_\_\_  
Cell Phone

(SEAL - if BID is by a corporation)

**SECTION 00201**

**BID COMPLIANCE SUBMITTALS**

# 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:

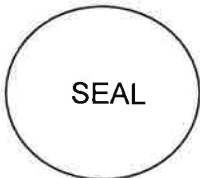
**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

- 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 \_\_\_\_\_

# State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of \_\_\_\_\_

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

If the goal of 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.

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.



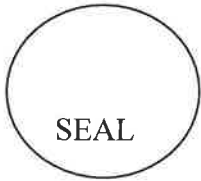
Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

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 \_\_\_\_\_

**E-VERIFY AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by  
and on behalf of \_\_\_\_\_ (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 \_\_\_\_\_
  - b. NO \_\_\_\_\_
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

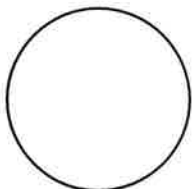
Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_



Seal

\_\_\_\_\_  
Notary Public

**NON-COLLUSION AFFIDAVIT**

STATE OF NORTH CAROLINA

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ of \_\_\_\_\_, the bidder that has submitted the attached bid;
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a **collusive** or **sham** bid;
4. Neither the said bidder nor any of its officers, partners, owners agents, representatives, employees, parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a **collusive** or **sham** bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price of any other bidder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Durham or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
TITLE

Subscribed and sworn before me,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

SECTION 00350  
NOTICE OF AWARD

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description:

Magnolia Municipal Auditorium Demolition Project including:  
Demolition and removal of existing structure and remediation of the site.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated June 15, 2023 and Information for Bidders.

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

You are required by the Information for BIDDERS to execute the certificates of insurance within twenty (20) calendar days from the date of this Notice to you.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Owner: County of Duplin \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by  
\_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF SECTION

SECTION 00400

CONTRACT AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the County of Duplin, hereinafter called "OWNER" and \_\_\_\_\_ doing business as a corporation hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of the Magnolia Municipal Auditorium Demolition Project.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 60 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the unit prices which total \$ \_\_\_\_\_, as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Advertisement For BIDS
- (B) Information For BIDDERS
- (C) BID
- (D) BID BOND – N/A
- (E) CONTRACT AGREEMENT
- (F) PAYMENT & PERFORMANCE BONDS – N/A
- (G) NOTICE OF AWARD
- (H) NOTICE TO PROCEED
- (I) CHANGE ORDER
- (J) DRAWINGS prepared by Joshua E. Outlaw, PE dated 6/7/23
- (K) SPECIFICATIONS issued by Joshua E. Outlaw, PE dated 6/7/23
- (L) ADDENDA:
  - No. \_\_\_\_\_, dated \_\_\_\_\_
  - No. \_\_\_\_\_, dated \_\_\_\_\_

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions of the SPECIFICATIONS such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

**OWNER:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: PO Box 910

Kenansville, NC 28349

Telephone: 910-296-2100

(SEAL)

ATTEST:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACTOR:**

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

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SECTION 00450

NOTICE TO PROCEED

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
Project: Magnolia Municipal Auditorium  
Demolition Project  
\_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_ on or before \_\_\_\_\_, and you are to complete the WORK within 60 consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_.

Owner: County of Duplin  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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



**CHANGE ORDER**

ORDER NUMBER: \_\_\_\_\_

NAME OF PROJECT: Magnolia Municipal Auditorium Demolition

OWNER: County of Duplin

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

AGREEMENT DATE: \_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Justification:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Original CONTRACT PRICE: \$ \_\_\_\_\_

Previous CHANGE ORDER(s): \$ \_\_\_\_\_

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(s): \$ \_\_\_\_\_

This CHANGE ORDER will Change the CONTRACT by: \$ \_\_\_\_\_

**The New CONTRACT PRICE including this CHANGE ORDER will be:** \$ \_\_\_\_\_

The Current CONTRACT TIME (Incl. previous Changes): \_\_\_\_\_ Calendar Days

The CONTRACT TIME will be Changed by: \_\_\_\_\_ Calendar days.

**The New CONTRACT TIME:** \_\_\_\_\_ **Calendar Days**

The date of completion of ALL WORK will be \_\_\_\_\_ (date).

APPROVALS REQUIRED:

To be effective, this Change Order must be approved by the Federal agency if it changes the scope or the objective of the PROJECT, of if it increases the budgeted amounts of the Federal funds needed to complete the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by:

\_\_\_\_\_  
County of Duplin

Recommended by:

\_\_\_\_\_  
The Adams Company, Inc.

Accepted by:

\_\_\_\_\_  
Contractor

SECTION 00600  
CONTRACTOR'S CERTIFICATE OF INSURANCE  
GOES HERE

SECTION 00650  
GENERAL CONDITIONS

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

1. DEFINITIONS:

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS, by additions, deletions, clarifications or corrections.
- 1.3 BID: The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 BIDDER: Any person, firm or corporation submitting a BID for the WORK.
- 1.5 BONDS: Bid, Performance, and Payment Bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- 1.6 CHANGE ORDER: A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT ITEM.
- 1.7 CONTRACT DOCUMENTS: The contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications, and Addenda.
- 1.8 CONTRACT PRICE: The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.9 CONTRACT TIME: The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.
- 1.11 DRAWINGS: The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.12 ENGINEER: The person, firm or corporation named as such in the CONTRACT DOCUMENTS.

- 1.13 FIELD ORDER: A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.14 NOTICE OF AWARD: The WRITTEN NOTICE of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1.15 NOTICE TO PROCEED: Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.16 OWNER: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.
- 1.17 PROJECT: The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.18 RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- 1.19 SHOP DRAWINGS: ALL DRAWINGS, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.20 SPECIFICATIONS: A part of the CONTRACT DOCUMENTS having written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.21 SUBCONTRACTOR: An individual, firm or corporation having a direct contact with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.22 SUBSTANTIAL COMPLETION: That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
- 1.23 SUPPLIERS: Any person, supplier or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

- 1.24 WORK: All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.25 WRITTEN NOTICE: Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.
2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:
- 2.1 The CONTRACTOR may be furnished additional instructions and detail DRAWINGS, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2 The additional DRAWINGS and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail DRAWINGS and instructions.
3. SCHEDULES, REPORTS AND RECORDS:
- 3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the OWNER may request concerning WORK performed or to be performed.
- 3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit schedules showing the order in which he proposed to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, and, as applicable:
- 3.2.1 The dates at which special detail DRAWINGS will be required; and
- 3.2.2 Respective dates for submission for SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- 3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

#### 4. DRAWINGS AND SPECIFICATIONS:

- 4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental WORK necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.
- 4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.
- 4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR'S risk.

#### 5. SHOP DRAWINGS:

- 5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING that substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.
- 5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the ENGINEER has approved the submission. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.



## 6. MATERIALS, SERVICES AND FACILITIES:

- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, suppliers and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.
- 6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale CONTRACT or other agreement by which an interest is retained by the seller.

## 7. INSPECTION AND TESTING:

- 7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards.
- 7.2 The CONTRACTOR shall provide, at his expense, the necessary testing and inspection services required by the CONTRACT DOCUMENTS, unless otherwise provided.
- 7.3 The OWNER shall provide all other inspection and testing services not required by the CONTRACT DOCUMENTS.
- 7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction required any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing, or approval.
- 7.5 Neither observations by the ENGINEER nor inspections, tests or approval by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

- 7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all WORK, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.
- 7.7 If any WORK is covered contrary to the written request of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.
- 7.8 If any WORK has been covered which the ENGINEER has not specifically requested to observe prior to its being covered, or if the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

## 8. SUBSTITUTIONS:

- 8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS:

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

10. SURVEYS, PERMITS, REGULATIONS:

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

10.2 The CONTRACTOR shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, he shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS:

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

- 11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.
- 11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

## 12. SUPERVISION OF CONTRACTOR:

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

## 13. CHANGES IN THE WORK:

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

- 13.2 The ENGINEER, also, may at any time, by issuing a field order, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such field order entitles him to a change in CONTRACT PRICE or time, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within fifteen (15) days after the receipt of the ordered change, and the CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE:

- 14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence that is listed below:
- (a) Unit prices previously approved.
  - (b) An agreed lump sum.
  - (c) The actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the WORK. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- 15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.
- 15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.
- 15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT documents.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER:

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a CONTRACT with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. CORRECTION OF WORK:

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE; the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. SUBSURFACE CONDITIONS:

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

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

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

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment hereunder shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY:

18.1 The OWNER may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional service, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

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

#### 19. PAYMENTS TO CONTRACTOR:

- 19.1 At least ten days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, and present the



partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation of an approved partial payment estimate, review, approve, and submit the partial payment estimate to the funding agency. Within three (3) workdays of the receipt of funds the OWNER will pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all WORK covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty percent (50%) of the WORK has been completed, if he finds that satisfactory progress is being made, may reduce retainage to zero percent (0%) of the total contract amount. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

- 19.2 The request for payment may also include an allowance for the cost of such major materials and equipment, which are suitably stored either at or near the site.
- 19.3 All WORK covered by partial payment made shall thereupon become the sole property of the OWNER, but this provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK upon which payments have been made or the restoration of any damaged WORK, or as a waiver of the right of the OWNER to require the fulfillment of all terms of the CONTRACT DOCUMENTS.
- 19.4 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.
- 19.5 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the

CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

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

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

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

21. INSURANCE:

- 21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by anyone for whose acts any of them may be liable:
- 21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
  - 21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
  - 21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
  - 21.1.4 Claims for damage insured by personal injury liability coverage which are sustained (1) by any persons as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and
  - 21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

- 21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.
- 21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;
- 21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 for any such damage sustained by two or more persons in any one accident.
- 21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.
- 21.4 The CONTRACTOR shall procure and maintain, at his own expense during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall causes each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

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

22. CONTRACT SECURITY:

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

23. ASSIGNMENTS:

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

## 24. INDEMNIFICATION:

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

## 25. SEPARATE CONTRACTS:

- 25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.
- 25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

- 25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, WRITTEN NOTICE thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Sections 14 and 15.

26. SUBCONTRACTING:

- 26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK, which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.
- 26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S) in excess of fifty percent (50%) of the CONTRACT PRICE without prior written approval of the OWNER.
- 26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all SUBCONTRACTS relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY:

- 27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions, which may arise as to quality, and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- 27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

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

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. LAND AND RIGHTS-OF-WAY:

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

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

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

29. GUARANTY:

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

30. TAXES:

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

END OF SECTION

**SECTION 00659**

**CDBG SPECIAL CONDITIONS**



GENERAL WAGE DECISION  
AND  
FEDERAL LABOR STANDARDS PROVISIONS  
*(INSERTED BEHIND THIS PAGE)*

**General Decision Number: NC20230070 01/06/2023**

Superseded General Decision Number: NC20220070

State: North Carolina

Construction Type: Heavy

Counties: Bladen, Cleveland, Columbus, Davidson, Duplin, Harnett, Iredell, Lee, Lenoir, Lincoln, Montgomery, Moore, Richmond, Robeson, Rowan, Sampson, Scotland, Stanly and Wilson Counties in North Carolina.

**HEAVY CONSTRUCTION PROJECTS**

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

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

Modification Number	Publication Date
0	01/06/2023

SUNC2011-051 08/26/2011

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 15.47 **	1.50

CEMENT MASON/CONCRETE FINISHER...	\$ 13.10 **	1.32
LABORER: Common or General.....	\$ 9.52 **	0.00
LABORER: Pipelayer.....	\$ 12.13 **	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 16.18 **	0.00
TRUCK DRIVER.....	\$ 12.02 **	0.00

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

**Union Rate Identifiers**

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**Federal Labor Standards Provisions****U.S. Department of Housing  
and Urban Development  
Office of Labor Relations****Applicability**

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

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

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

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

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

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

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

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

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

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

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

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

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

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

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.15, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by



the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 81 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

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

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

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

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

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

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

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

CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: County of Duplin AND \_\_\_\_\_  
PO Box 910 \_\_\_\_\_  
Kenansville, NC 28349 \_\_\_\_\_

PROJECT: Magnolia Municipal Auditorium Demolition  
AGREEMENT DATE: \_\_\_\_\_

This CERTIFICATE OF SUBSTANTIAL COMPLETION applies to all work under the Contract Documents dated \_\_\_\_\_ and/or to the following specified parts thereof:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and that the work is hereby declared to be substantially complete in accordance with the Contract Documents on

\_\_\_\_\_  
Date of Substantial Completion

A tentative list of items to be completed or corrected may be attached. This list may not be all-inclusive, and the failure to include an item does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the Contractor with in ten (10) days of the above date of Substantial Completion.

Documents that are attached to and made part of this Certificate are as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Executed by the ENGINEER on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ (signature)  
\_\_\_\_\_  
Joshua E. Outlaw, PE  
\_\_\_\_\_  
Engineer  
\_\_\_\_\_  
The Adams Company, Inc.  
\_\_\_\_\_  
708 Abner Phillips Rd.  
\_\_\_\_\_  
Warsaw, NC 28398

Accepted by the OWNER on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ (signature)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
County of Duplin  
\_\_\_\_\_  
PO Box 910  
\_\_\_\_\_  
Kenansville, NC 28349

Accepted by the CONTRACTOR on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ (signature)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR'S  
FINAL PAYMENT, RELEASE OF LIENS, AND WARRANTIES

TO: County of Duplin (Owner)

PO Drawer 910

Kenansville, NC 28349

Reference: Magnolia Municipal Auditorium  
Demolition Project

Total Contract Amount: \$ \_\_\_\_\_

KNOWN ALL MEN BY THESE PRESENTS:

1. As a final invoice, the undersigned hereby certifies that there is due from and payable by the Owner to the Contractor, under the above contract, the balance sum of \$ \_\_\_\_\_.
2. The undersigned further certifies that all work required under this contract has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract. If claims are in existence final payment will be made jointly to contractor and suppliers.
3. That in consideration of the payment of the amount stated in paragraph 1, hereof, the undersigned does hereby release the Owner from any and all claims arising under or by virtue of this contract.
4. The undersigned hereby guarantees the work performed for a period of one (1) year from the date of final acceptance of all the work required by the contract, shown on CERTIFICATE OF SUBSTANTIAL COMPLETION, as \_\_\_\_\_. He also attaches herewith all manufacturer's and supplier's written guarantee and warranties covering materials and equipment furnished under the contract.

Attached hereto are all suppliers furnishing materials and subcontractors performing work for the execution of this contract for the Owner mentioned above.

SUPPLIERS

ADDRESS

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Also listed are names of Subcontractors used in performance of this contract.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

*(Attach multiple sheets if necessary)*

IN WITNESS WHEREOF, the undersigned has signed and sealed this statement this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_, COUNTY  
NORTH CAROLINA

I, \_\_\_\_\_, a Notary Public, County and State aforesaid do hereby certify that \_\_\_\_\_, personally appeared before me this day and acknowledged the due execution of the foregoing document, for the purposes therein expressed.

Witness my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

## DETAIL SPECIFICATIONS

### SECTION 00801 -- SUMMARY OF WORK

1. This is a demolition and site work contract that consists of asbestos abatement, demo of an existing structure, removal and disposal of debris, backfill, compaction, leveling of site, and seeding.
2. Work Hours: All demolition work to occur between the hours of 7:00 AM and 7:00 PM.
3. Work of this CONTRACT includes but not limited to the following work tasks:
  - 3.1 Install Project Sign
  - 3.2 Install erosion control devices as needed
  - 3.3 Removal of pipe insulation containing asbestos
  - 3.4 Removal of metal roof and other roofing material that has asbestos coating  
NOTE: Roof may be unsafe to walk on
  - 3.5 Asbestos inspection to confirm removal
  - 3.6 Demolition and removal of all debris from structure
  - 3.7 Backfill and compaction of crawlspace and basement area with select fill
  - 3.8 Apply 6-inch layer of topsoil and level site
  - 3.9 Fine grade as needed to ensure positive drainage.
  - 3.10 Seed all disturbed areas
4. There are some items on the property that must be protected during demo. These items are noted on the drawing:
  - 4.1 Original sign at road front of the property will remain
  - 4.2 Large tree at northwest corner.  
NOTE: Canopy touches the front of the building, minimal pruning may be necessary, but should be approved by the ENGINEER.
  - 4.3 Light poles as noted on the Project Map.
  - 4.4 Fence at back corner, may be temporarily removed for access to property, but shall be replaced at responsibility of the CONTRACTOR

## DETAILED SPECIFICATIONS

### SECTION 810 - EXCAVATION AND EMBANKMENT

1. DESCRIPTION: This item shall consist of excavating, removing, placing and satisfactorily disposing of all material, within the limits of the work required to demolish the building and fill the remaining hole in accordance with these specifications and in conformity with the dimensions and typical sections shown on the plans and to the lines and grades established by the Engineer.
2. CLASSIFICATION: All material excavated shall be defined as "Unclassified Excavation". "Unclassified Excavation" shall include all excavation performed under this item regardless of the material encountered unless otherwise specified herein.

In fill areas, which are to underlay paved areas, the material shall be CL or better material for the entire depth of the fill. No frozen material, roots, sod, or other objectionable material shall be incorporated or placed in the embankment or backfill.

The classification of these materials shall be determined in accordance with the tests and procedures as set forth in the Unified Soil Classification System.

3. GENERAL: The rough excavation shall be carried to the necessary depth as shown on the plans or specified herein. Should the contractor, through negligence or other fault, excavate below the designated lines, he shall replace the excavation with approved materials, in an approved manner and condition, at his own expense. The Engineer shall have complete control over the excavation, moving, placing and disposition of all material and shall determine the suitability of material to be placed in embankments. All material determined unsuitable shall be disposed of in waste areas or as directed. Topsoil shall not be used in subgrades but shall be handled and placed as directed.

The Contractor shall inform and satisfy himself as to the character, quantity, and distribution of all material to be excavated. No payment will be made for any excavated material, which is used for purposes other than those designated. If it is necessary to interrupt existing surface drainage, sewers or underdrainage, conduits, utilities or similar underground structures, or; parts thereof, the Contractor shall be responsible for and shall take all necessary precautions to protect and preserve or provide temporary services. When such facilities are encountered, the Contractor shall notify the Engineer, who shall arrange for their removal, if necessary. The Contractor shall, at his own expense, satisfactorily repair all damage to such facilities or structures, which may result from any of his operations during the period of the contract.

4. SOIL EROSION: The Contractor shall be responsible for prevention of soil erosion during construction to the maximum extent possible.

The Contractor will be required to complete all permanent erosion control features at the earliest practical time. Temporary pollution measures shall be used to correct unforeseen conditions that occur during construction of those that are needed prior to completion of permanent measures.



These should include possible use of temporary grass cover, silt screens, check dams, etc. for erosion control.

The Engineer may limit the surface area or erodible earth material exposed by clearing and grubbing, excavation or borrow and fill operations; and to require immediate installation of temporary pollution control measures to prevent contamination of adjacent streams or other watercourses, lakes or ponds. The Engineer's authority to order such work will be used for situations not foreseen by the plans and specifications.

In case of repeated failures on the part of the Contractor to control erosion/pollution, right is reserved by the Engineer to employ outside assistance to provide the necessary corrective measures. Such incurred costs, plus related engineering costs, will be charged to the Contractor and appropriate deductions made from the Contractor's progress payments. The Contractor will acceptably maintain the erosion control features installed by the Contractor during the time that construction work is being done.

Pollutants such as fuels, lubricants, bitumen, raw sewage and other harmful materials will not be discharged into or near rivers, streams and impoundment or into natural or man-made channels leading thereto.

5. **EXCAVATION**: Excavation shall be performed, as indicated on the contract plans, to the lines, grades and elevation shown or as directed by the Engineer, and shall be made so that the requirements for formation of embankments can be followed. All material encountered within the limits indicated shall be removed and disposed of as directed. During the process of excavation, the grade shall be maintained, so that it will be well drained at all times. When directed, temporary drains and drainage ditches shall be installed to intercept or divert surface water that may affect the work.

Selective grading shall be utilized on this project insofar as possible. All suitable material (CL or better) excavated from cut areas shall be used in the formation of embankments under paved areas or placed as directed by the Engineer.

If, at the time of excavation, it is not possible to place any material in its proper section of the permanent construction, it shall be stockpiled in approved areas for later use. No separate payment shall be made for the second handling of stockpiled material.

Unsuitable material encountered under areas to be paved shall be excavated to a maximum depth of 12 inches below finished subgrade elevation or to the lower limit of the unsuitable material, whichever is less. No excavation shall be made below these limits unless approved by the Engineer. If excavation is made below these limits without prior approval of the Engineer, the Contractor shall refill those areas with suitable material compacted as specified and no payment shall be made for the excavation quantity involved. Unsatisfactory materials shall be disposed of at locations designated by the Engineer. The portion so excavated shall be refilled with suitable selected material as specified, obtained from the grading operations and thoroughly compacted by rolling.

Under paved areas, unsuitable material shall be considered material, which classifies as CL or worse. Excess moisture in the material shall not in itself cause a material to be classified as

unsuitable. Unstable or yielding subgrade in cut or fill areas caused by excess moisture contained therein shall be brought to a firm, unyielding condition by whatever means (reviewed by the Engineer) the Contractor chooses before any embankment or pavement is placed thereon. The cost of such action shall be borne by the Contractor and included in the lump sum price for Rough/Fine Grading.

Should excess moisture be encountered during excavation in the construction areas, it shall be the responsibility of the Contractor to perform any necessary dewatering of the site in order to provide a stable excavated area for the placement of embankment or pavement. The continuous watering of water within the areas of excavation and embankment will not be permitted.

The Engineer reserves the right to make minor adjustments or revisions in lines or grades, if found necessary, as the work progresses due to discrepancies in the plans or to obtain satisfactory construction.

No payment or measurement for payment will be made for suitable materials removed, manipulated and replaced in order to obtain density. Any removal, manipulation, aeration, replacement and recompaction of suitable materials necessary to obtain the required density shall be considered incidental to project costs, and shall be performed by the Contractor at no additional cost to the Owner. Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in the top 5 inches of the subgrade.

6. DITCHES: Excavation shall be done to the lines, grades, typical sections, and details shown on the plans or established by the Engineer. All work covered by this section shall be coordinated with the grading, construction of drainage structures, excavation of borrow and material sources, and other work along the project, and shall be maintained in a satisfactory condition so that adequate drainage is provided at all times. The Contractor shall maintain the ditches until the final acceptance of the project. Any roots that protrude into the ditch shall be trimmed flush with the sides of the ditch. Inlet and outlet ditches for pipe lines shall be completed before the pipe is installed unless otherwise permitted by the Engineer.
7. STRIPPING: All vegetation such as trees, brush, heavy sods, heavy growth of grass, decayed vegetable matter, rubbish and any other unsuitable material within the area designated as right-of-way shall be stripped or otherwise removed prior to the placement of embankment and roadbed. In no case shall such objectionable material be allowed in within the area designated as right-of-way to the depths specified.
8. FORMATION OF EMBANKMENTS: Embankments shall be formed of satisfactory materials placed in successive horizontal layers of not more than 8 inches in compacted depth for the full width of the cross section.

The grading operations shall be conducted, and the various soil strata shall be placed, to produce a soil structure as shown on the typical cross section or as directed. All materials entering the embankment shall be reasonably free of organic matter such as leaves, grass, roots, and any other objectionable material. Solid, granular material, shale, and any other material permitted for use in the embankment shall be spread in successive layers as specified.

No material shall be placed in the embankment under paved areas that does not classify as CL or better in accordance with the methods described in the Unified Soil Classification System. The Engineer shall decide, based upon laboratory tests if warranted, the suitability of all material encountered.

Operations on earthwork shall be suspended at any time when satisfactory results cannot be obtained because of rain, freezing weather, or other unsatisfactory conditions of the field. The Contractor shall drag, blade, or slope the embankment to provide proper surface drainage at all times.

The material in the layers shall be of proper moisture content before rolling to obtain the prescribed compaction. Wetting or drying of the material and manipulation when necessary to secure uniform moisture content throughout the layer shall be required. Should the material be too wet to permit proper compaction or rolling, all work on all portions of the embankment thus affected shall be delayed until the material has been dried to the proper moisture content. Sprinkling shall be done with approved equipment that will sufficiently distribute the water. Sufficient equipment to furnish the required water shall be available at all times.

Under non-paved areas, the embankment shall be compacted to not less than 90% of the maximum density at optimum moisture by compaction control test AASHTO T-99.

Under areas to be paved, the embankment shall be compacted to 95% of the maximum density at optimum moisture by compaction control test AASHTO T-99 for the full depth of the embankment, or 12 inches, whichever is greater. On all areas outside of the pavement areas, no compaction will be required on the top 4 inches. Any areas inaccessible to a roller shall be consolidated and compacted by mechanical tampers.

During construction of the embankment, the Contractor shall route his equipment at all times, both when loaded and when empty, over the layers as they are placed and shall distribute the travel evenly over the entire width of the embankment. The equipment shall be operated in such a manner that hardpan, cemented gravel, clay or other chunky soil material will be broken up into small particles and become incorporated with the other material in the layer. Care shall be taken, however, not to overload the embankment area with construction equipment.

In the construction of embankments, starting layers shall be placed in the deepest portion of the fill; as placement progresses, layers shall be constructed approximately parallel to the finished pavement grade line.

Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material.

The Contractor shall be responsible for the stability of all embankments made under the contract and shall replace any portion, which in the opinion of the Engineer, has become displaced due to carelessness or negligence on the part of the Contractor.

9. **EQUIPMENT**: The Contractor may use any type of earth-moving, compaction and watering equipment he may desire or has at this disposal, provided the equipment is in a satisfactory condition and is of such capacity that the construction schedule can be maintained as planned by

the Contractor and as approved by the Engineer in accordance with the total calendar days or working days scheduled for construction. The Contractor shall furnish, operate and maintain such equipment as is necessary to control uniform density, layers, section and smoothness of grade.

10. HAUL: No payment will be made separately or directly for haul on any part of the work. All hauling will be considered a necessary and incidental of the work and its cost shall be considered by the Contractor and included in the contract unit price.
11. BASIS OF PAYMENT: Payment shall be made at the contract unit price for Select Fill as noted in the Schedule of Bid Items. This price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the item, including compaction.

DETAILED SPECIFICATIONS  
SECTION 01009 – DEMOLITION

1. SCOPE: This section shall include the furnishing of all labor, materials, equipment and incidental items to remove and properly dispose of debris related to removal of and within the existing building. All permits are the responsibility of the CONTRACTOR.
2. RAISING: The CONTRACTOR shall completely remove the building and all associated footings, foundations, pipes, lines, concrete, blocks, bricks, trees, fencing, curbing, asphalt, steel, contents, and all other materials (unless otherwise noted) associated with the building and property.
3. CONSTRUCTION METHODS: All Debris and material shall be completely removed from the property. A properly equipped and licensed contractor will be required to perform this work. Credentials of the contractor shall be provided to the Owner upon request. All material shall be removed in a manner that is non-threatening to the general public and the employees performing the work. Protective gear, clothing, mask, barricades, wash areas, etc. will be required in accordance with state and federal regulations. Contractor shall be responsible for any permits and for contacting utility providers prior to commencement of demolition activities to ensure that disconnection and proper termination of such utilities has been completed.
4. DISPOSAL: All material shall be removed and disposed of in an approved landfill or waste facility. Records regarding the transporting and handling of this material shall be maintained by the contractor in accordance with state and federal regulations. It shall be the sole responsibility of the contractor to keep all records required regarding the proper disposal of this material. Materials that can be salvaged and sold are encouraged by the Owner. All profits from the sale of the material shall belong to the contractor and may be reflected in the quoted bid price.
5. CLEARANCE: Upon removal of all of the material the contractor shall contact the engineer and request an inspection to verify that all material has been removed from the site. Once the engineer has approved of the removal, then fill material may be added and seeding may take place. DO NOT SEED UNTIL THE ENGINEER HAS INSPECTED AND APPROVED THE CLEAN-UP AND GRADING.
6. METHOD OF MEASUREMENT: Measurement for demolition shall be verified by the engineer.
7. BASIS OF PAYMENT: Payment for this item shall be included in the lump sum bid item for Building Demolition. This price shall be full compensation for all materials, preparation, cleaning, hauling, bagging, wetting, scraping, barricading, and including all labor, equipment, tools and incidentals necessary to remove and dispose of all materials and restore site to greenspace upon completion.

DETAILED SPECIFICATIONS  
SECTION 01010 – ASBESTOS ABATEMENT

1. SCOPE: This section shall include the furnishing of all labor, materials, equipment and incidental items to remove and properly dispose of asbestos within and associated with the existing building.
2. ASBESTOS: Asbestos material has been found within the building. The Asbestos Report is included in these specifications. It is the responsibility of the CONTRACTOR to review the locations of the asbestos, the condition of the asbestos containing material, the condition of the building with relation to the asbestos and determine the best method of removal. Questions regarding asbestos in the building should be addressed to the Asbestos Inspector as shown on the Asbestos Report.
3. CONSTRUCTION METHODS: Asbestos shall be completely removed from the building. A properly licensed Asbestos Abatement contractor will be required to perform this work. Credentials of the Abatement contractor shall be provided to the Owner. Asbestos shall be removed in a manner that is non-threatening to the general public and the employees performing the work. Protective gear, clothing, mask, barricades, wash areas, etc. will be required in accordance with state and federal regulations.
4. DISPOSAL: All asbestos shall be removed and disposed of in an approved hazardous waste facility. Records regarding the transporting and handling of this material shall be maintained by the contractor in accordance with state and federal regulations. It shall be the sole responsibility of the contractor to keep all records required regarding the proper disposal of this hazardous material.
5. CLEARANCE: Upon removal of all of the asbestos material the contractor shall contact the asbestos inspector who provided the original inspection and request a re-inspection to verify that all asbestos has been removed from the site. A letter stating such shall be provided to the ENGINEER prior to demolition activities on the building. The cost of one clearance inspection shall be paid by the Engineer. Any additional clearance inspections required will be paid by CONTRACTOR.
6. METHOD OF MEASUREMENT: Measurement for asbestos removal shall be verified by the clearance letter from the asbestos inspector. No partial payments shall be made on this item.
7. BASIS OF PAYMENT: Payment for this item shall be included in the unit price bid item for Asbestos Abatement. This price shall be full compensation for all materials, preparation, cleaning, hauling, bagging, wetting, scraping, barricading, and including all labor, equipment, tools and incidentals necessary to remove and dispose of all asbestos.

## DETAIL SPECIFICATIONS

### SECTION 01011 – PROJECT SIGNAGE

#### 1. General

The General Contractor shall erect a sign at the project site identifying the project and indicating that the North Carolina Office of Recovery & Resiliency and Subrecipient are participating in the construction of the project. The sign shall be erected within fourteen (14) days after the construction contract is executed by the parties. It is to be erected and maintained by the General Contractor at the location designated by the Engineer.

#### 2. Specifications

The project sign shall be erected and maintained by the General Contractor in accordance with the following specifications:

- A. Sign Panel – The sign panel shall be constructed of ¾ inch minimum thickness plywood attached to a 2" x 4" wood frame. All fasteners used in the construction of the sign shall be of a rust-proof nature.
- B. Sign Face – The General Contractor shall be responsible for furnishing and applying an adhesive label identifying their company name. The lettering type and color shall match the sign template supplied by the Owner.
- C. Painting – All supports, trim, and the back of the sign panel shall be painted with at least two coats of the same white paint used for the sign face. All paint used shall be exterior grade paint, suitable for use on wood signs.
- D. Location – The sign shall be located in a prominent position as determined by the Engineer. In no case shall this sign be placed such that they obscure road users' view of other traffic control devices or at key decision points where a driver's attention is more appropriately focused on traffic control devices, roadway geometry, or traffic conditions.
- E. Sign Supports – Adequate sign supports for the project sign, as determined by the Engineer, shall be provided by the Contractor. Adequate support will include the positioning and alignment of the sign as determined by the Engineer.
- F. Removal of Sign from Project Site – The removal of the project sign from the construction site by the General Contractor shall be within thirty (30) days after the completion of construction, or when ordered by the Engineer.
- G. Payment – The cost of fabrication, erection, maintenance, and removal of the project sign and sign panel, including all labor and materials, shall be included in Project Sign bid item.

**MAGNOLIA MUNICIPAL AUDITORIUM DEMOLITION**

**NORTH CAROLINA OFFICE OF RECOVERY & RESILIENCY**

Constructed in cooperation with the  
**STATE OF NORTH CAROLINA**  
ROY COOPER, GOVERNOR

and the

**DUPLIN COUNTY, NC**  
**DEXTER EDWARDS, CHAIRMAN**





Appendix A  
Asbestos Inspection Report

# KEENAN CONSTRUCTION & CONSULTING, INC.

542 Long Leaf Acres Drive  
Wilmington, NC 28405  
(910) 395-4970

March 9, 2023

Adams Company Inc.  
Attn: Ms. Tammy Jones  
708 Abner Phillips Rd.  
Warsaw, NC 28398

Re: Auditorium  
238 N. Monks St.  
Magnolia, NC

Dear Mr. Robert

I inspected the above referenced building for asbestos on March 6, 2023. I received the report which indicates that the building does contain asbestos.

**INSIDE BUILDING:**

\* No asbestos was found inside this building.

**OUTSIDE BUILDING:**

- \* The gray paint /coating over the metal roof contain asbestos.
- \* The parapet wall gray tar coating contain asbestos.

The drawing indicates where samples were taken and the number of samples. The round black circle indicates that no asbestos was found in that sample. A red triangle indicates the sample contained asbestos.

A copy of the asbestos testing report is enclosed. Please feel free to call us if you have any questions regarding this report.

Thank you for allowing me to assist you in this matter, and I look forward to working with you again in the future.

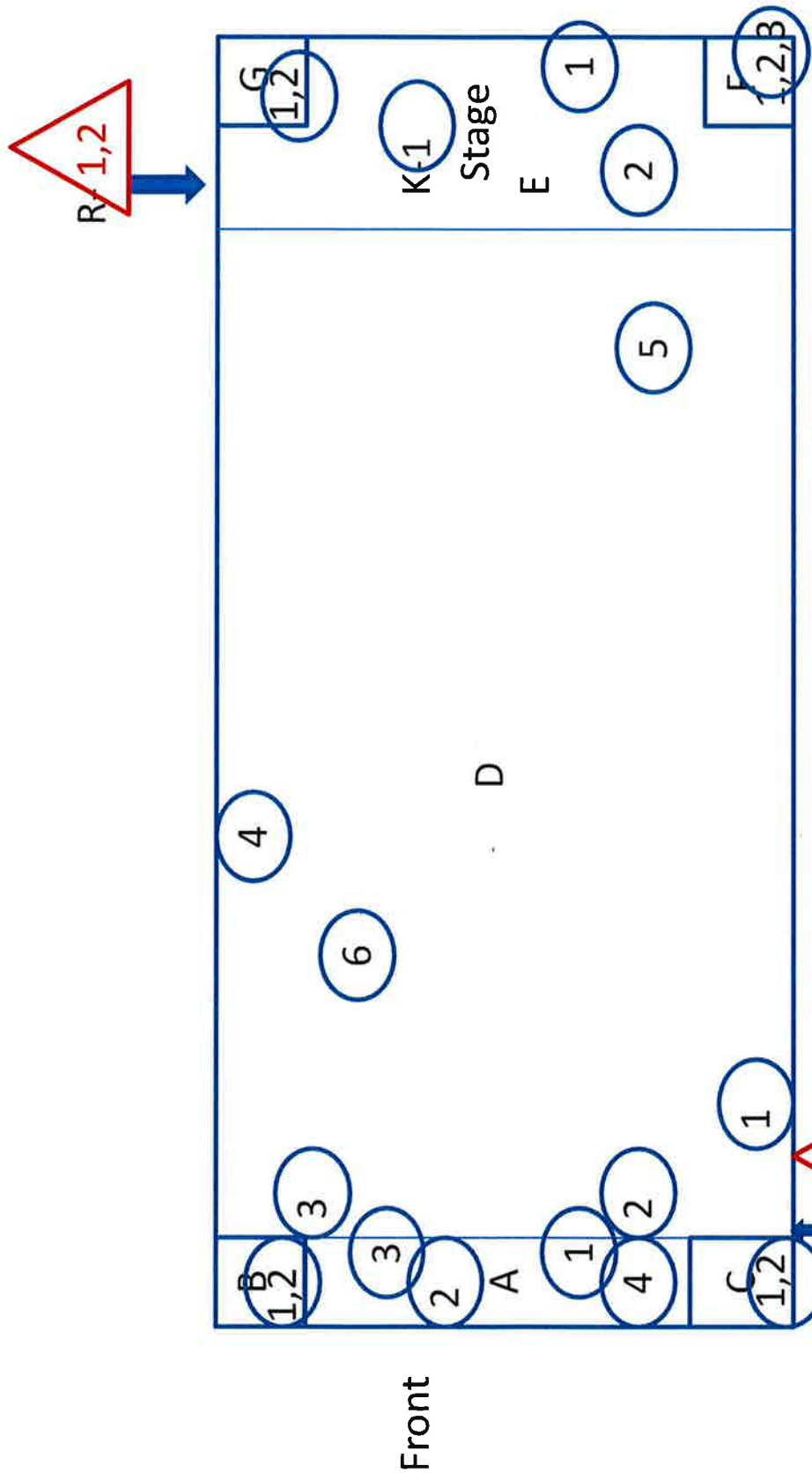
Sincerely,



George F. Keenan  
President  
License # 10960

# 238 N. Monk St.





- Rm A = 10' x 38'
- Rm B = 10' x 6'
- Rm C = 10' x 6'
- Rm D = 75' x 50'
- Rm E = 16' x 30'
- Rm F = 10' x 10'
- Rm G = 10' x 10'





Sample were taken from the parapet wall and painting gray coating on the metal roof.



This is found under the front part of the building in crawlspace

# EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044  
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report  
**0288095**

## Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client: KEENAN CONSTRUCTION & CONS. Job# / P.O. #:  
Address: 542 LONG LEAF ACRES DRIVE Date Received: 03/07/2023  
WILMINGTON, NC 28405 Date Analyzed: 03/09/2023  
Collected: 03/06/2023 Date Reported: 03/09/2023  
Project Name: 238 N. MONK ST, MAGNOLIA, NC EPA Method: EPA 600/R-93/116  
Address: Submitted By: GEORGE KEENAN  
Collected By:

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0288095-001 A-1	RM A-WALL	LAYER 1 Textured Paint, White Note: No Plaster present	No	None Detected	Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mud, White	No	None Detected	Carbonates Gypsum Quartz Binder/Filler 100%
0288095-002 A-2	RM A-WALL	Mud, White	No	None Detected	Carbonates Gypsum Quartz Binder/Filler 100%
0288095-003 A-3	RM A-WALL	LAYER 1 Drywall, Off White/ Brown	No	None Detected	Cellulose Fiber 10% Gypsum Carbonates Quartz Mica 90%
		LAYER 2 Plaster, Beige	No	None Detected	Gypsum Quartz Carbonates Mica 100%
		LAYER 3 Mud, White	No	None Detected	Carbonates Gypsum Quartz Binder/Filler 100%
0288095-004 A-4	RM A-CEILING	Ceiling Tile, White	No	None Detected	Foam Carbonates Gypsum Binder/Filler 100%

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Address: Submitted By: GEORGE KEENAN  
Collected By:

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0288095-005 B-1	RM B-WALL	LAYER 1 Drywall Wall, Off White/ Brown	No	None Detected	Cellulose Fiber Gypsum Carbonates Quartz Mica	10%   90%
		LAYER 2 Wall Plaster, Lt. Tan	No	None Detected	Cellulose Fiber Gypsum Quartz Carbonates Mica	<1%   99%
		LAYER 3 Mud, White	No	None Detected	Carbonates Gypsum Quartz Binder/Filler	   100%
0288095-006 B-2	RM B-CEILING	Ceiling Tile, White	No	None Detected	Foam	100%
0288095-007 C-1	RM C-WALL	LAYER 1 Drywall Wall, Off White/ Brown	No	None Detected	Cellulose Fiber Gypsum Carbonates Quartz Mica	10%   90%
		LAYER 2 Wall Plaster, Lt. Tan	No	None Detected	Cellulose Fiber Gypsum Quartz Carbonates Mica	<1%   99%
		LAYER 3 Mud, White	No	None Detected	Cellulose Fiber Carbonates Gypsum Quartz Binder/Filler	<1%   99%

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Project Name:	238 N. MONK ST, MAGNOLIA, NC	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	GEORGE KEENAN
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0288095-008 C-2	RM C-CEILING	Ceiling Tile, White	No	None Detected	Foam	100%
0288095-009 D-1	RM D-WALL	LAYER 1 Drywall Paper, Lt. Brown	No	None Detected	Cellulose Fiber Carbonates	95% 5%
		LAYER 2 Wall Plaster, Lt. Tan	No	None Detected	Gypsum Quartz Carbonates Mica	100%
		LAYER 3 Mud, White	No	None Detected	Carbonates Gypsum Quartz Binder/Filler	100%
0288095-010 D-2	RM D-WALL	LAYER 1 Wall Plaster, Lt. Tan	No	None Detected	Quartz Gypsum Mica Carbonates	100%
		LAYER 2 Mud, White	No	None Detected	Carbonates Mica Quartz Perlite Binder/Filler	100%



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Address: Submitted By: GEORGE KEENAN  
Collected By:

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0288095-011 D-3	RM D-WALL	LAYER 1 Drywall Wall, Off White/ Brown	No	None Detected	Cellulose Fiber Gypsum Carbonates Quartz Mica	12%    88%
		LAYER 2 Wall Plaster, Lt. Tan	No	None Detected	Cellulose Fiber Gypsum Quartz Carbonates Mica	<1%    99%
		LAYER 3 Mud, White	No	None Detected	Carbonates Gypsum Quartz Binder/Filler	   100%
0288095-012 D-4	RM D-WALL	LAYER 1 Wall Plaster, Lt. Tan	No	None Detected	Quartz Gypsum Mica Carbonates	   100%
		LAYER 2 Mud, White	No	None Detected	Cellulose Fiber Carbonates Gypsum Quartz Binder/Filler	<1%    99%
0288095-013 D-5	RM D-CEILING	Ceiling Tile, White/ Brown	No	None Detected	Cellulose Fiber Carbonates Gypsum Quartz Binder/Filler	85%    15%

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Project Name:	238 N. MONK ST, MAGNOLIA, NC	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	GEORGE KEENAN
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0288095-014 D-6	RM D-CEILING	Ceiling Tile, White/ Brown	No	None Detected	Cellulose Fiber Carbonates Gypsum Quartz Binder/Filler	85%   15%
0288095-015 E-1	RM E-WALL	LAYER 1 Drywall Wall, Off White/ Brown	No	None Detected	Cellulose Fiber Gypsum Carbonates Quartz Mica	10%   90%
		LAYER 2 Wall Plaster, Lt. Tan	No	None Detected	Gypsum Quartz Mica Carbonates	   100%
		LAYER 3 Mud, White	No	None Detected	Carbonates Gypsum Quartz Binder/Filler	   100%
0288095-016 E-2	RM E-CEILING	Ceiling Tile, White	No	None Detected	Foam	100%
0288095-017 F-1	RM-F WALL	LAYER 1 Wall Plaster, Lt. Tan	No	None Detected	Gypsum Quartz Carbonates Mica	   100%
		LAYER 2 Mud, White	No	None Detected	Carbonates Gypsum Quartz Binder/Filler	   100%

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Collected:	03/06/2023	Date Reported:	03/09/2023
Project Name:	238 N. MONK ST, MAGNOLIA, NC	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	GEORGE KEENAN
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0288095-018 F-2	RM-F WALL	LAYER 1 Wall Plaster, Lt. Tan	No	None Detected	Gypsum Quartz Carbonates Mica Perlite	100%
		LAYER 2 Mud, White	No	None Detected	Carbonates Gypsum Quartz Perlite Binder/Filler	100%
0288095-019 F-3	RM-F CEILING	Ceiling Tile, White/ Brown	No	None Detected	Cellulose Fiber Carbonates Quartz Binder/Filler	80% 20%
0288095-020 G-1	RM G-WALL	LAYER 1 Wall Plaster, Lt. Tan	No	None Detected	Gypsum Quartz Carbonates Mica	100%
		LAYER 2 Mud, White	No	None Detected	Carbonates Gypsum Quartz Binder/Filler	100%
0288095-021 G-2	RM G-CEILING	Ceiling Tile, White/ Brown	No	None Detected	Cellulose Fiber Carbonates Gypsum Quartz Binder/Filler	85% 15%

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Project Name:	238 N. MONK ST, MAGNOLIA, NC	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	GEORGE KEENAN
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0288095-022 K-1	RM K-CURTAIN	Curtain, Blue	No	None Detected	Synthetic Fiber 95% Carbonates Binder/Filler 5%
0288095-023 P-1	CRAWLSPACE	Pipe Insulation: Elboe, Lt. Gray	Yes	Chrysotile 85%	Carbonates Gypsum Binder/Filler 15%
0288095-024 P-2	CRAWLSPACE	Pipe Insulation, Off White	Yes	Chrysotile 85%	Carbonates Gypsum Binder/Filler 15%
0288095-025 R-1	ROOF	LAYER 1 Metal Roof Coating, Black	Yes	Chrysotile 5%	Carbonates Quartz Binder/Filler 95%
		LAYER 2 Metal Roof Coating, Silver Gray	Yes	Chrysotile 2%	Cellulose Fiber 1% Carbonates Quartz Binder/Filler 97%
0288095-026 R-2	ROOF	Roof Tar: Parapet, Black/ Gray	Yes	Chrysotile 5%	Carbonates Quartz Binder/Filler 95%

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Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report  
**0288095**

## Bulk Asbestos Analysis by Polarized Light Microscopy

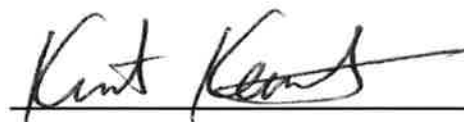
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Project Name:	238 N. MONK ST, MAGNOLIA, NC	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	GEORGE KEENAN
		Collected By:	

Lab ID	Sample	Layer Name /	Asbestos	Asbestos Type	Non-Asbestos
Client ID	Location	Sample Description	Detected	(%)	Constituents



Analyst - Mark Steiner



Signatory - Lab Director - Kurt Kettler

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernible layer. All analyses are derived from calibrated visual estimate and measured in area percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. These reports are for the exclusive use of the addressed client and that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of thirty days. The laboratory measurement of uncertainty for the test method is approximately less than 1 by area percent. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Polarized Light Microscopy may not be consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.

**CHAIN OF CUSTODY**  
**EMC Labs, Inc.**  
 9830 S. 51<sup>st</sup> St., Ste B-109  
 Phoenix, AZ 85044  
 (480) 940-5294 Fax (480) 893-1726

LAB# : 288095  
 TAT: 1 Day  
 Rec'd: MAR 07 P.M.

COMPANY NAME: Keenan Construction & Consulting Co.  
 Address: 542 Long leaf Acres Dr.  
Wilmington, NC 28405  
 CONTACT: George F. Keenan  
 Phone/Fax: 910-395-4970 (o) 910-233-5323 (C)  
 Email: George@keenancc.com

BILL TO: (If Different Location)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Payment Method: **VISA – MASTERCARD** Price Quoted: \$ \_\_\_\_\_ / Sample \$ \_\_\_\_\_ / Layers

**COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)**

TURNAROUND TIME: [Same Day Rush] **(1 Day)** [2 Days] [3-4-5 Days] [6-10 Days]

\*\*\*Prior confirmation of turnaround time is required

\*\*\*Additional charges for rush analysis (please call marketing department for pricing details)

\*\*\*Laboratory analysis may be subject to delay if credit terms are not met

TYPE OF ANALYSIS: Bulk-Asbestos PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]

DISPOSAL INSTRUCTIONS: **(1 Day)** [Dispose of samples at EMC] [Return samples to me at my expense]  
 (If you do not indicate preference, EMC will dispose of samples 30 days from analysis.)

EMC SAMPLE #	CLIENT SAMPLE #	DATE & TIME SAMPLED	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	AIR SAMPLE INFO / COMMENTS		
					ON	OFF	FLOW RATE
1	A-1	03/06/2023	Rm A – Wall – mud/plaster	(Y) N			
2	A-2	03/06/2023	Rm A – Wall – mud/plaster	(Y) N			
3	A-3	03/06/2023	Rm A – Wall – mud/plaster	(Y) N			
4	A-4	03/06/2023	Rm A – Ceiling – tile	(Y) N			
5	B-1	03/06/2023	Rm B – Wall – plaster/mud	(Y) N			
6	B-2	03/06/2023	Rm B – Ceiling – tile	(Y) N			
7	C-1	03/06/2023	Rm C – Wall – plaster/mud	(Y) N			
8	C-2	03/06/2023	Rm C – Ceiling- tile	(Y) N			
9	D-1	03/06/2023	Rm D – Wall – plaster/mud	(Y) N			
10	D-2	03/06/2023	Rm D – Wall – plaster/mud	(Y) N			
11	D-3	03/06/2023	Rm D- Wall – plaster/mud	(Y) N			
12	D-4	03/06/2023	Rm D – Wall – Plaster/mud	(Y) N			
13	D-5	03/06/2023	Rm D – Ceiling- tile	(Y) N			
14	D-6	03/06/2023	Rm D – Ceiling – tile	(Y) N			
15	E-1	03/06/2023	Rm E- Wall – plaster/mud	(Y) N			

SPECIAL INSTRUCTIONS: Please Email me the results. **Need a composite sample for all wall samples**

Sample Collector: (Print) \_\_\_\_\_ (Signature) \_\_\_\_\_

Relinquished by: \_\_\_\_\_ Date/Time: \_\_\_\_\_ Received by: Diana Federico Date/Time: 3-7-23 <sup>9:50 am</sup>

Relinquished by: Diana Federico Date/Time: 3-7-23 <sup>2:50 PM</sup> Received by: \_\_\_\_\_ Date/Time: 3-7-23

Relinquished by: \_\_\_\_\_ Date/Time: \_\_\_\_\_ Received by: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\* In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.  
 rev. 09/01/08

**CHAIN OF CUSTODY**  
 EMC Labs, Inc.  
 9830 S. 51<sup>st</sup> St., Ste B-109  
 Phoenix, AZ 85044  
 (480) 940-5294 Fax (480) 893-1726

**TAT:** 238005  
**Rec'd:**

**COMPANY NAME:** Keenan Construction & Consulting Co.  
**Address:** 542 Long leaf Acres Dr.  
Wilmington, NC 28405  
**CONTACT:** George F. Keenan  
**Phone/Fax:** 910-395-4970 (o) 910-233-5323 (C)  
**email:** George@keenancc.com

**BILL TO:** \_\_\_\_\_  
 (If Different Location)  
 \_\_\_\_\_  
 \_\_\_\_\_

**Payment Accepting:** **VISA - MASTERCARD** Price Quoted: \$ \_\_\_\_\_ / Sample \$ \_\_\_\_\_ / Layers

**COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)**

**TURNAROUND TIME:** [Same Day Rush] (1 Day) [2 Days] [3-4-5 Days] [6-10 Days]

**Prior confirmation of turnaround time is required**

**Additional charges for rush analysis (please call marketing department for pricing details)**

**Laboratory analysis may be subject to delay if credit terms are not met**

**TYPE OF ANALYSIS:** Bulk-Asbestos PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]

**DISPOSAL INSTRUCTIONS:** Dispose of samples at EMC / [Return samples to me at my expense]  
 (If you do not indicate preference, EMC will dispose of samples 30 days from analysis.)

EMC SAMPLE #	CLIENT SAMPLE #	DATE & TIME SAMPLED	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	AIR SAMPLE INFO / COMMENTS		
					ON	OFF	FLOW RATE
16	E-2	03/06/2023	Rm E - Ceiling - tile	(Y) N			
17	F-1	03/06/2023	Rm F - Wall - plaster/mud	(Y) N			
18	F-2	03/06/2023	Rm F - Wall - Plaster/mud	(Y) N			
19	F-3	03/06/2023	Rm F - Ceiling-tile	(Y) N			
20	G-1	03/06/2023	Rm G - Wall - plaster/mud	(Y) N			
21	G-2	03/06/2023	Rm G - Ceiling - tile	(Y) N			
22	K-1	03/06/2023	Rm K - curtain - front	(Y) N			
23	P-1	03/06/2023	Crawlspace- pipe- insulation-elbow	(Y) N			
24	P-2	03/06/2023	Crawlspace- pipe- insulation	(Y) N			
25	R-1	03/06/2023	Roof - metal roof coating	(Y) N			
26	R-2	03/06/2023	Roof - tar - parapet wall	(Y) N			
				Y N			
				Y N			
				Y N			
				Y N			

**SPECIAL INSTRUCTIONS:** Please Email me the results. **Need a composite sample for all wall samples**

**Sample Collector:** \_\_\_\_\_ (Print) \_\_\_\_\_ (Signature)  
**Relinquished by:** \_\_\_\_\_ Date/Time: \_\_\_\_\_ Received by: Diana Federico Date/Time: 3-17-23 9:50 am  
**Relinquished by:** Diana Federico Date/Time: 3-17-23 2:50 pm Received by: \_\_\_\_\_ Date/Time: 3-17-23  
**Relinquished by:** \_\_\_\_\_ Date/Time: \_\_\_\_\_ Received by: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\* In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.  
 rev. 09/01/08

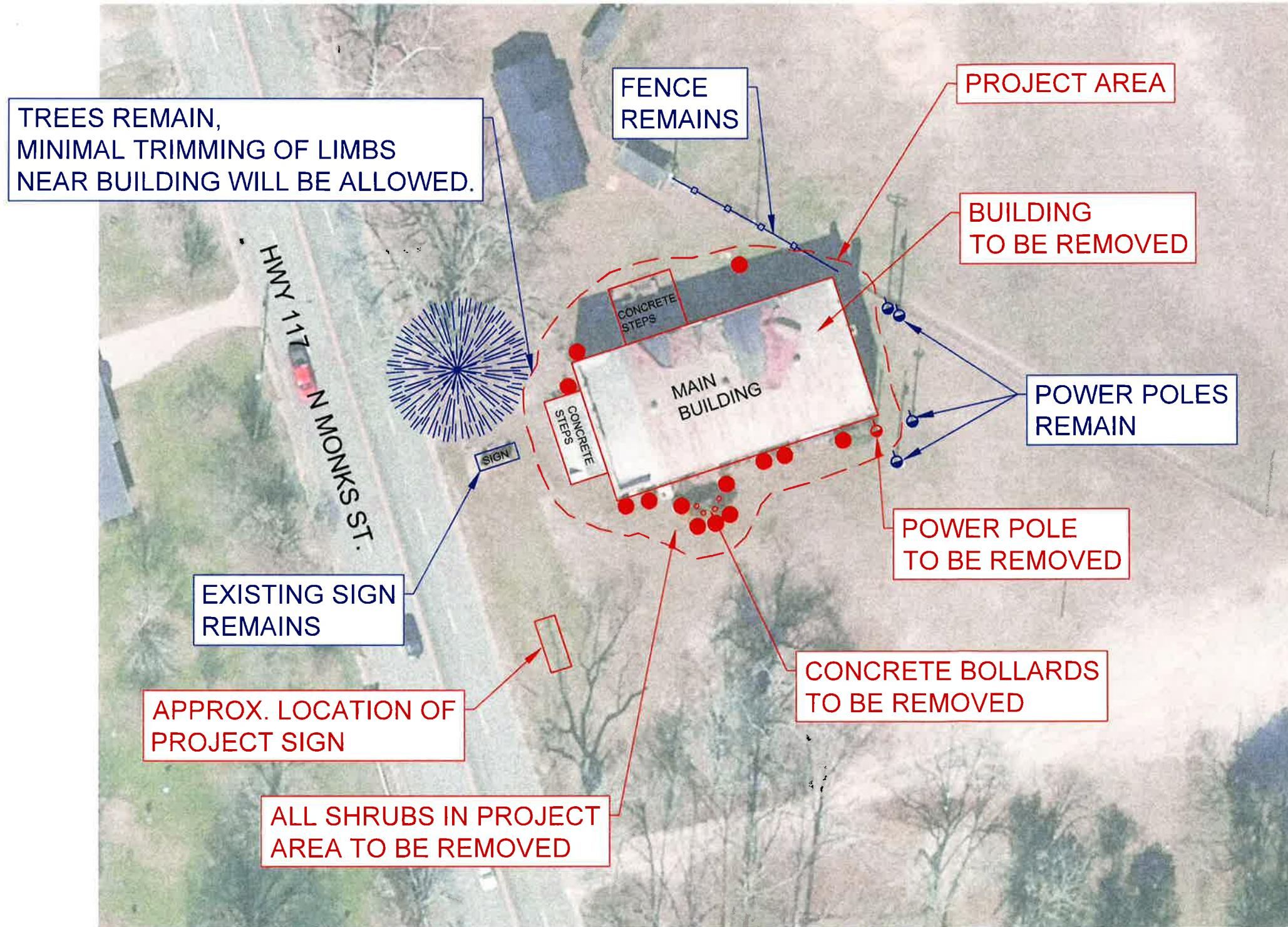
# Appendix B

## Project Map



# COUNTY OF DUPLIN MAGNOLIA MUNICIPAL AUDITORIUM DEMOLITION PROJECT MAP

DATE: 6/7/2023



**NOTES:**

- Items noted in **RED** are to be removed
- Items noted in **BLUE** are to remain
- Items outside the Project Area are to remain
- Fence may be temporarily removed but must be replaced
- Large tree in front of building overhangs the steps, minimal trimming of limbs will be allowed as necessary

**QUANTITIES:**

Select Fill	290 CY	
Topsoil 6" Deep	200 CY	-Included in Demolition Lump Sum Cost
Seeding Area	0.30 AC	-Included in Demolition Lump Sum Cost

238 N. Monk Street  
Magnolia, NC 28453



SCALE 1" = 60"

PREPARED BY:

**THE ADAMS COMPANY, INC.**  
ENGINEERING AND DESIGN  
708 Abner Phillips Rd.  
Warsaw, NC 28398  
Phone: (910) 293-2770 Fax: (910) 293-2766  
License Number: C-4438

## Appendix C

### CDBG-DR Subrecipient Agreement

**FIRST AMENDMENT TO THE  
COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY GRANT  
SUBRECIPIENT AGREEMENT  
BETWEEN  
THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, OFFICE OF  
RECOVERY AND RESILIENCY  
AND  
DUPLIN COUNTY  
("Agreement")**

WHEREAS, on February 3, 2022 NCORR and the Subrecipient executed an Agreement, effective July 1, 2019; and

WHEREAS, the Parties wish to amend Section 2.3 of the Agreement and to update the Section 3 requirements; and

NOW, THEREFORE, in accordance with Section 3.1 of the Agreement, Grantee and Subrecipient agree to amend the Agreement as follows:

**A. Section 2.3 of the Agreement is removed in its entirety and replaced with the following amendment:**

**2.3 Project Approval and Implementation Schedule.** The Subrecipient must provide NCORR with a completed Project Scoping Form ("PSF") (Formerly known as an Abbreviated Project Information Form "APIF") for each infrastructure project the Subrecipient proposes to deliver pursuant to this Agreement. Within 90 days of approval of the PSF(s), the Subrecipient must provide NCORR with a completed project information form ("PIF") for each infrastructure project for which a PSF is approved, including a preliminary cost estimate for the project and a preliminary timeline for completion of the project. For cases in which a Subrecipient has previously submitted an Abbreviated Project Information Form (APIF), and NCORR has accepted the form, the Subrecipient must provide NCORR with a completed project information form ("PIF") within a reasonable time after execution of this Agreement. On a quarterly basis, Subrecipient shall work with NCORR on updated estimates and projections as activities progress.

The Subrecipient shall obligate 100% of non-administrative grant funds and provide all documentation to NCORR no later than October 1, 2023, and all funds must be expended by the Subrecipient by February 15, 2024.

The Subrecipient may request extensions of the deadlines in Section 2.3. Any requests for extensions must be made in writing, must be addressed to NCORR, must explain why an extension is needed and must propose a requested new deadline. NCORR must receive this request at least 60 days before the relevant deadline. NCORR, within its sole



discretion, may or may not approve the extension, based on project performance and other contributing factors.

**B. Section 4.9, paragraph 3, of the Agreement is corrected to reflect a more current website link to the State of North Carolina's Debarred Vendors List:**

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, including 2 C.F.R. § 200, Subpart F. The Subrecipient is responsible to ensure that it has checked the federal System for Awards Management (SAM) (<https://www.sam.gov/portal/SAM>) and the State Debarred Vendors Listing (<http://https://ncadmin.nc.gov/documents/nc-debarred-vendors>) to verify that contractors or subsequent recipients have not been suspended or debarred from doing business with the Federal or State government.

**C. Section 4.13(b), Paragraph 1 is changed as follows:**

Architectural Barriers Act and the Americans with Disabilities Act. The Subrecipient shall ensure that its activities funded under this Agreement are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151 – 4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. The Architectural Barriers Act applies to any facility that is intended for use by the public or that may result in the employment or residence therein of individuals with disabilities, which is to be (1) constructed or altered by, or on behalf of, the United States; (2) leased in whole or in part by the United States; or (3) financed in whole or in part by a grant or loan made by the United States, if the building or facility is subject to standards for design, construction, or alteration issued under the authority of the law authorizing such a grant or loan ([41 C.F.R. § 102-76.60](#)). The Architectural Barriers Act Accessibility Standard applies to all buildings, other than residential facilities, Department of Defense facilities, and United States Postal Service facilities, and is set forth in Appendices C and D to 36 C.F.R. part 1191 ([41 C.F.R. § 102-76.65\(a\)](#)). Residential facilities subject to the Architectural Barriers Act must meet the standards prescribed by the Department of Housing and Urban Development (HUD) ([41 C.F.R. § 102-76.65\(b\)](#)), which standards are set forth in the Uniform Federal Accessibility Standards ([24 C.F.R. § 40.4](#)) (available by contacting the HUD Office of Fair Housing and Equal Opportunity and at <https://www.access-board.gov/aba/ufas.html>)

**D. Section 4.15 of the Agreement is removed in its entirety and replaced with the following amendment:**

**4.15 Section 3 of the Housing and Urban Development Act Notice.** (I) If the Subrecipient has a Project Specific Award Letter dated prior to November 30, 2020, the Section 3 rules pursuant to 24 CFR Part 135 apply to that project addressed in the Project Specific Award letter, and those regulations provide that Subrecipient shall abide by the following:

- a. For any work or project to be performed under this Agreement that is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701 u (Section 3), Subrecipient shall comply with 24 CFR Part 135. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. As evidenced by the execution of this Agreement, Subrecipient hereby certifies that Subrecipient is under no contractual or other impediments that would prevent them from complying with the Part 135 regulations.
- c. Execution of this Agreement is contingent upon the acceptance and approval by NCORR of a Section 3 Utilization Plan consistent with HUD guidelines. If Subrecipient does not have a Section 3 Utilization Plan consistent with the applicable Section 3 regulations upon signature, Subrecipient shall abide by the NCORR Section 3 guidelines. NCORR will include the NCORR Section 3 Policy on its website at [www.rebuild.nc.gov](http://www.rebuild.nc.gov) or available on NCORR's System of Record (such as SharePoint). NCORR's Section 3 Policy and subsequent amendments shall be automatically incorporated herein with this Agreement if Subrecipient does not have Section 3 Utilization Plan, or until Subrecipient has a final Section 3 Utilization Plan.
- d. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- e. The Subrecipient shall include, or cause its contractors, subcontractors, and borrowers receiving CDBG-DR funds under this Agreement to include, the "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

(II) For those Subrecipient projects under this Agreement that receive a Project Specific Award letter dated on or after November 30, 2020, the Subrecipient shall follow the regulations of 24 C.F.R. § 75 *et seq.* that implement Section 3 of the Housing and Urban Development Act of 1968 for that project. If applicable, the Subrecipient agrees to the following:

- a. Any work to be performed under this Agreement that is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701 u (Section 3) shall follow the requirements of 24 C.F.R. Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing, community development assistance, public housing financial assistance, or assistance from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970, the Lead-Based Paint Poisoning Prevention Act, and the Residential Lead-Based Paint Hazard Reduction Act of 1992.
- b. The Subrecipient agrees to include Section 3 language in every contract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the contract or in this Section 3 language, upon a finding that the contract is in violation of the regulations in 24 C.F.R. Part 75. The subrecipient will not subcontract with any entity where the subrecipient has notice or knowledge that the entity has been found in violation of the regulations in 24 C.F.R. Part 75.
- c. Execution of this Agreement is contingent upon the acceptance and approval by NCORR of a Section 3 Utilization Plan consistent with HUD guidelines. If Subrecipient does not have a Section 3 Utilization Plan consistent with 24 C.F.R. Part 75 regulations upon signature, Subrecipient shall abide by the NCORR Section 3 guidelines. NCORR will include the NCORR Section 3 Policy on its website at [www.rebuild.nc.gov](http://www.rebuild.nc.gov) or available on NCORR's System of Record (such as SharePoint). NCORR's Section 3 Policy and subsequent amendments shall be automatically incorporated herein with this Agreement if Subrecipient does not have Section 3 Utilization Plan, or until Subrecipient has a final Section 3 Utilization Plan.
- d. Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- e. Pursuant to 24 C.F.R. § 75.27, the Subrecipient shall include, or cause its borrowers, contractors, and subcontractors receiving CDBG-DR funds under this Agreement to include Section 3 language and Section 3 requirements in every Section 3 project (as defined in 24 C.F.R. § 75.3(A)(2)). Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of 24 C.F.R. § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.
- f. The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after selecting a vendor or subrecipient is selected but before the contract (or subrecipient agreement) is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the subrecipient's obligations under 24 C.F.R. Part 75.

- g. With respect to work performed in contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. § 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 C.F.R. Part 75.

**E. The following corrections (in Table format for purposes of locating these specific citation references within the original Agreement) to federal regulation citation references as indicated:**

Location of citation reference	Original citation reference	Corrected citation reference
Article II, Sec. 2.1, 2 <sup>nd</sup> paragraph	2 CFR 200.207	2 CFR 200.208
Article II, Sec. 2.1, 2 <sup>nd</sup> paragraph	2 C.F.R. 200.338	2 CFR 200.339
Article IV, Sec. 4.4	2 C.F.R. 200.310 and 200.325	2 CFR 200.310 and 200.326
Article IV, Sec. 4.6(b), sentence 3	2 CFR 200.331(a)(5)	2 CFR 200.332(a)(5) and 2 CFR 200.337
Article IV, Sec. 4.6(b), sentence 4	2 CFR 200.331(a)(5)	2 CFR 200.332(a)(5)
Article IV, Sec. 4.7	2 CFR 200.343	2 CFR 200.344
Article IV, Sec. 4.9, paragraph 3	2 CFR 200, Subpart F	2 CFR 200 part 180 and 2 CFR 200.214

**AGREED:**

  
 \_\_\_\_\_  
 Davis H. Brinson, County Manager  
 Duplin County

May 26, 2022  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Laura Hogshead, Director  
 NC Office of Recovery and Resiliency

5/27/2022 | 16:01:11 EDT  
 \_\_\_\_\_  
 Date