

# **PROJECT MANUAL**

## **CAPITAL FUND PROGRAM HOUSING AUTHORITY OF THE CITY OF GOLDSBORO GOLDSBORO, NORTH CAROLINA**

### **DEMOLITION TO 16 FAIRVIEW APARTMENTS NC 15-1**



**STOGNER ARCHITECTURE, PA  
615 EAST BROAD AVENUE  
ROCKINGHAM, NORTH CAROLINA 28379**

**PHONE: (910) 895-6874**

**COMMISSION NUMBER 6041-C**

**JANUARY 27, 2025**

PROJECT MANUAL

CAPITAL FUND PROGRAM  
HOUSING AUTHORITY OF THE CITY OF GOLDSBORO  
GOLDSBORO, NORTH CAROLINA

DEMOLITION TO 16 FAIRVIEW APARTMENTS  
NC 15-1

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PHONE: (910) 895-6874

COMMISSION NUMBER 6041-C

JANUARY 27, 2025

JP/SS/WS

## **NOTICE TO BIDDERS**

Sealed proposals will be received by the **HOUSING AUTHORITY OF THE CITY OF GOLDSBORO for the BUILDING DEMOLITION of One (1) Building Group, consisting of Sixteen (16) Apartments until 2:00 PM, THURSDAY, FEBRUARY 27, 2025**, and immediately thereafter publicly opened and read for the furnishing of labor, material and equipment entering into the Project. Scope of work will consist of demolition of existing buildings and includes, but is not limited to, the following items:

1. Provide all labor, materials and equipment required to demolish and remove One (1) existing building Group of Four (4) sub-buildings, Sixteen (16) apartments, multi-family, residential buildings identified on the plans, complete.
2. Provide all labor, materials and equipment required to selectively demolish and remove existing site infrastructure and development identified on the plans.
3. Provide all labor, materials, and equipment required to provide fill, seed and straw where foundations are removed and all other voids in earth are created due to demolition and removal of existing construction.
4. Provide all labor, materials, and equipment required to stabilize areas of demolition and provide new construction as identified on the plans.
5. Provide all other work as shown on the plans, in the project manual and as required by codes and the authority having jurisdiction (AHJ).
6. Salvage: The Owner may wish to salvage minor items such as newer appliances, doors, etc. for use on units not being demolished at this time. The intent is that the Owner will salvage items between the time for resident move out but before the apartment is turned over to the Contractor.
7. Contractor to limit vehicles on the grass (some of the pipes are shallow and have been damaged in past by vehicles on yard areas). Contractor is responsible for providing a temporary security chain link fence around the building during the demolition operations.
8. The electrical distribution system is owned by the Owner. The owner will have East Coast Power & Lighting disconnect the power to the building(s) scheduled to be demolished. The Owner will disconnect the power at the transformer and the building(s); the site pole lights shall have the power remained connected for the site lighting; note that the plans denote some sight lighting that is fed underground, verify that any in the construction area have the power disconnected prior to demolition. East Coast Power & Lighting has a service contract with the Owner for maintenance and service of the electrical distribution system at Fairview.
9. Underground utilities shall be disconnected and removed, cap at location noted or behind the street curb (water & sewer, phone, cable tv). The gas company shall be responsible for removal of gas system from the meter back to the gas main.
10. As part of Base Bid, Contractor shall provide suitable fill and top soil to bring any depressions as a result of demolition back up to existing grades, compact to 85%. The intent is to not leave site with low areas that hold water, grade to drain and establish grass.
11. A project superintendent must be on site at all times any work associated with this contract is being performed. The Project Superintendent will provide overall project oversight, providing guidance and assistance to its Sub Contractors.
12. Contractors shall review Separate Report provided by Owner regarding Hazardous Materials Assessments. It is believed that the Building(s) contain Asbestos and Lead Based Paint. Contractor shall follow State and Federal Guidelines in handling Hazardous Materials.
13. Contractor shall contract with an Environmental Consultant to prepare an Asbestos Removal Plan. The Contractor's Environmental Consultant will be responsible for clearance testing and reporting. Removal plans shall be prepared to comply with local, state and federal requirements. Clearance testing and reports shall be promptly performed and prepared to be submitted for permitting.

Permits and Acceptance:

- **All Permit requirements shall be coordinated with the City of Goldsboro Inspections, Fire Department and Engineering Departments and PWC. Contractor shall pay all fees.**

- Per the City of Goldsboro, all businesses that operate within the city limits of Goldsboro must have a business registration certificate. An active business registration must be on file, prior to applying for online permits. Include all fees in bid.
- Contractor will be required to submit all clearance reports to the City of Goldsboro in order for demolition permits to be issued. In addition to the City, the Contractor shall submit clearance reports to the Owner and Architect.
- The City of Goldsboro Inspections Department will require One (1) Demolition Permit for each building to be demolished. Coordinate all utility termination requirements, to prevent disruption to occupied buildings, with Inspections office and Owner. Include all fees in Bid.

The EPA's National Emission Standards for Hazardous Air Pollutants (NESHAP) requires an asbestos inspection and Ten (10) working days notification prior to the demolition and renovation of all commercial, institutional, or industrial facilities, except residential buildings having Four (4) or fewer dwelling units. The NESHAP requirement also applies to the demolition of all residences being demolished for commercial, institutional, or industrial purposes, **Notification for all demolition is required whether or not the buildings are found to contain asbestos.** Contact the NC DHHS; Health Hazards Control Unit, Application is included in Project Manual.

A Pre-Bid Conference has been scheduled for Thursday, February 6, 2025, at 11:00 AM. Meeting will be held at the Fairview Property Management Building of the Housing Authority of the City of Goldsboro, located at 1729 Edgerton Street, Goldsboro, NC 27530. Following the meeting, Contractors will have the opportunity to visit the Project Building(s).

**Due to the nature of the project, Contractors are STRONGLY ENCOURAGED to visit the site. By submitting a bid, Contractors attest that they have a complete and full understanding of the Scope of Work and have reflected such in their bid.** Contract attendance at the Pre-Bid Conference is not mandatory; Contractors not attending are permitted to submit a bid.

It should be noted that the Owner started vacating the apartments in late 2024 and the remainder are expected to be vacated prior to the Notice to Proceed. Contractors electing to enter the buildings will be doing so at their own risk, releasing the Housing Authority of the City of Goldsboro from any and all liability.

Contractors will be able to arrange on-site visits to visit the interior of the buildings on the following dates:

- Tuesday, February 11, 2025, from 10:00 AM – 3:00 PM
- Wednesday, February 12, 2025, from 10:00 AM – 3:00 PM
- Thursday, February 13, 2025, from 10:00 AM – 3:00 PM
- Tuesday, February 18, 2025, from 10:00 AM – 3:00 PM
- Wednesday, February 19, 2025, from 10:00 AM – 3:00 PM
- Thursday, February 20, 2025, from 10:00 AM – 3:00 PM

The Owner will make the building available, on those dates, so Contractors can have access to the interior. Contractors are asked to **notify the Owner / schedule their visits ahead of time.** Contractors shall contact Keith Curtis, at [kcurtis@hacg.org](mailto:kcurtis@hacg.org) or (919) 735-4226 ext. 1118.

Questions that arise from the Site Visits are to be directed to the Architect at [bids@stognerarchitecture.com](mailto:bids@stognerarchitecture.com). NOTE: There will be no verbal instruction during the bidding period. Responses that affect Scope of Work must be in writing, dated and signed by the Architect's Representative. Written response will be in form of Addendum or Clarification only. Contractor must submit 5 working days prior to bid.

Complete Plans and Project Manual will be open for inspection in the office of Stogner Architecture, PA, 615 East Broad Avenue, Rockingham, North Carolina (Designer); at the Housing Authority Office; or complete Plans and Project Manual will be available for on-line viewing from the offices of **Construct Connect**



[www.constructconnect.com](http://www.constructconnect.com); **Dodge Data & Analytics** <http://dodgeprojects.construction.com>; **The Blue Book** [www.thebluebook.com](http://www.thebluebook.com); and **Construction Journal** [www.constructionjournal.com](http://www.constructionjournal.com).

Complete Plans and Project Manual may be obtained by download from Stogner Architecture, PA. by qualified bidders. For instructions on downloading these documents email [bids@stognerarchitecture.com](mailto:bids@stognerarchitecture.com).

Documents may be obtained in printed form from Sharpe Co, 1302 N. William Street, Goldsboro, North Carolina 27530, Phone (919) 648-1034, [draynor@sharpeco.net](mailto:draynor@sharpeco.net) with production costs being paid by the Contractor.

**Stogner Architecture, PA does not warrant, nor guarantee the information made available and/or transmitted to contractors by 3<sup>rd</sup> party plan rooms and copy shops. Contractors are encouraged to contact Stogner Architecture, PA directly to obtain project information and documents.**

All contractors are hereby notified that they must have proper license under the State laws governing their respective trades, whether or not Federal Funding is involved.

Contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina will be observed in receiving and awarding Contracts.

**Contractors will be responsible to ensure that economic opportunities, to the greatest extent feasible follow Section 3 Requirements 24 CFR Part 135.1 and Section 3 Clause 24 CFR Part 135.38.**

Each proposal shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation if the bid is \$250,000 or greater, of an amount equal to not less than five percent (5%) of the proposal or in lieu thereof a bidder may offer a bid bond of five percent (5%) of the bid executed by a surety company licensed under the laws of North Carolina and per Section 9 of Form 5369 and individual sureties **must** be listed on US Treasury Circular Number 570 to execute the contract in accordance with the bid bond and per HUD-5369 Sections 9 and 10. **Five Percent shall be based on the maximum bid price, ie: Base Bid plus Unit Prices plus Contingency Allowance plus All Add Alternates.** Said deposit shall be retained by the Owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten (10) days after the award or to give satisfactory surety as required by law. Bid Bond is not required if bid is less than \$250,000. For a Bid Security Deposit, personal and company checks are not permitted.

A Performance Bond and a Payment Bond will be required for one hundred percent (100%) of the contract, Prime Contractor shall be responsible for cost of Bonds.

Insurance: General Liability \$1,000,000; Auto Liability \$1,000,000; Worker's Comp (regardless of company size) Per State Requirements.

Payment will be made on the basis of ninety percent (90%) of monthly estimates and final payment made upon completion and acceptance of work.

The Owner is an Equal Employment Opportunity Employer and invites and encourages the participation of small, minority, women, and disabled (M/WBE/DBE/HUB) businesses, and prohibits discrimination against any person or business in pursuit or award of this opportunity on the basis of race, color, sex, religion, national origin, age, handicap/disability, or veteran status. The Housing Authority of the City of Goldsboro has a 20% verifiable goal for MWBE businesses in the total value of work awarded. Bidders are required to submit with their Bids affidavits and associated backup documentation of "Good Faith Efforts" in the recruitment of MWBE firms. Bidders shall submit with their bids documentation that demonstrates, to the greatest extent feasible, economic opportunities to Section 3 businesses (locally owned / operated businesses that provide employment opportunities to low-income individuals) in accordance with 24 CFR Part 135. The work is subject to the prevailing wage rates established by the U.S. Department of Labor. Payment of not less than the prevailing rates must be paid on this project.

**Bid Opening:**

Bids will be opened and read from the Stogner Architecture, PA office. The bid opening will be a **Virtual Public Bid Opening using Zoom**. All bidders may attend the Bid Opening virtually via Audio and/or Visual Conferencing through the Zoom Video Conferencing platform.

The Bid Date and Time will be enforced and the Zoom Meeting will start exactly on time.

For instructions on how to use Zoom to access the Virtual Public Bid Opening, please refer to Additional Instructions to Bidders, HUD-5369, Item 26.

**Bid Delivery Methods:**

Bids may be delivered by one of the following methods:

1. Bids may be dropped off at the office of the Architect:

**Stogner Architecture, PA**  
**615 East Broad Avenue**  
**Rockingham, NC 28379**  
**Attention: Wayne Stogner**

**Note: Bidders are not required to be physically present at the Bid Opening.**

2. Bids may be sent to the office of the Architect by United States Postal Service Express Mail Next Day Service per HUD 5369, Page 204, Section 5.3. Pay attention to the time that it must be sent in order to reach the Stogner Architecture office before the Bid Date and Time – overnight delivery to Rockingham is not guaranteed by all delivery companies and the delivery timeframe varies based on the location of origin. Equal service by FedEx or UPS will be accepted.
3. Bids may be sent by Registered or Certified Mail as spelled out in the Notice to Bidders, HUD-5369, Page 2 of 4, Section 5.1. Please pay attention to timing.
4. Bids may be sent electronically and uploaded to a Secure File Sharing System called Sharefile per the Notice to Bidders, HUD 5369, Page 2 of 4, Section 5.2, by Bidders who follow the instructions below.

Bidders who wish to submit their bid electronically may upload their Entire Bid Package to the Stogner Architecture Sharefile by Citrix Account. Electronic Upload to the Stogner Architecture Sharefile account is the only approved method of electronic Bid Package Submission.

- Bidders will need to visit this exact URL/Web address:  
<https://stognerarchitecture.sharefile.com/r-r3af1a5c80e81461e88eba1900a5aa5ce>
- Enter Company Name and Name.
- Upload their entire bid package electronically.
- Bid uploads will automatically be time- and date-stamped as they are loaded into the Sharefile accounts.
- Bids will not be viewed by anyone prior to the Bid Opening Date and Time.
- Bids will be viewed electronically after the Bid Opening Date and Time. Bids will automatically be time- and date-stamped each time a party views the files. This will ensure that bids will be considered “sealed” until after the bid receipt date and time.
- The Viewing log can be made available to bidders upon request.

This process basically requires uploading a file to a secure server. Bidders who choose this method must begin the process early enough so that the files are received, not just sent, no later than the Bid Date and Time.

Keep in mind that large files may take longer to upload. Additionally, bidders who choose to scan / convert their bids into an electronic file should double check the electronic file prior to upload to

ensure that papers did not “stick together” or “go missing” or other during your scanning process. Bidders will not be able to claim that a portion “did not scan” or “are missing” as an excuse for missing documents.

Late bids due to “internet outages”, “slow internet”, etc will not be accepted.

Emailed/Faxed bids will not be accepted. These methods of transmission have limitations that make it more difficult to guarantee that a bid package has not been opened before the set bid date and time.

5. Bid should be sent early enough so that it is actually received, not just sent, no later than the Bid Date and Time.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of Sixty (60) days.

The Owner reserves the right to reject any or all bids and to waive informalities.

Signed:

**Anthony Goodson, Jr.**  
**Chief Executive Officer**  
**HOUSING AUTHORITY OF THE CITY OF GOLDSBORO**  
**Goldsboro, North Carolina**

Designer: Stogner Architecture, PA  
615 East Broad Avenue  
Rockingham, North Carolina 28379  
(910) 895-6874

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**DOCUMENT 000115 - LIST OF DRAWINGS AND PROJECT MANUAL**

Goldsboro Inspections Department Letter dated July 1, 2016  
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NCDHHS – Instructions for Asbestos Permit Application and Notification for Demolition/Renovation  
NCDHHS – North Carolina Asbestos Waste Shipment Record – DHHS 3787  
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**U.S. Department of Housing and  
Urban Development**  
Office of Public and Indian Housing

**Instructions to Bidders for Contracts  
Public and Indian Housing Programs**

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

### 2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

### 3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

### 4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

## 5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## 6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

## 7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

CEO

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

## 8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.



(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

**9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000) \$250,000.00**

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

**10. Assurance of Completion**

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[x] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[x] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

~~[ ] (3) a 20 percent cash escrow;~~

~~[ ] (4) a 25 percent irrevocable letter of credit; or,~~

~~[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).~~

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

**11. Preconstruction Conference (applicable to construction contracts)**

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

**12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)**

~~(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible~~

~~(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,~~

~~(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including~~

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is—

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(e) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

**HUD-5369 (10/2002)**  
**ADDITIONAL INSTRUCTIONS**

1. **INVITATION TO BIDDERS: SECTION 1: BIDS SHALL BE SEALED IN AN ENVELOPE WHICH SHALL BE CLEARLY MARKED AS FOLLOWS (MAY EXECUTE THIS FORM AND ATTACH TO THE OUTSIDE OF THE SEALED BID PACKAGE). NOTE: IF BIDS ARE MAILED, CONTRACTOR IS REQUESTED TO USE TWO ENVELOPE SYSTEM WITH BID DOCUMENTS IN THE INNER SEALED ENVELOPE WITH NAME, ADDRESS, LICENSE NUMBER AND TYPE OF CONTRACT ON OUTSIDE OF INNER ENVELOPE.**

COMM. NO. **6041C**

FAIRVIEW BUILDING DEMOLITION; NC 15-1

AGENCY: **HOUSING AUTHORITY OF THE CITY OF GOLDSBORO**

BIDDERS NAME: \_\_\_\_\_

CONTRACTOR'S LICENSE NO.: \_\_\_\_\_ LICENSE CLASSIFICATION \_\_\_\_\_

DATE & TIME FOR RECEIPT OF BIDS: \_\_\_\_\_

2. **THE FOLLOWING ITEMS ARE REQUIRED AT BID OPENING AND ARE INCLUDED IN THE SEALED BID PACKAGE**  
(Contractor to check the box, confirming the respective documentation is included in the envelope)

- ☐ Completed Form of Bid  
(This solicitation requires bidding on all items, failure to do so will disqualify the bid)
- ☐ Minority Participation Statement (MUST BE SIGNED)
- ☐ HUD 5369-A - Representations, Certifications, and other Statements of Bidders (MUST BE SIGNED)  
(Page 3, Section 12. Previous Participation Certificate - HUD 2530 submission is not required)
- ☐ 5% Bid Bond or Check  
(Five Percent shall be based on the maximum bid price ie: Base Bid plus Unit Prices plus Contingency Allowance plus All Alternates) Bid Security Required if Bid is \$250,000.000 or more. A Personal or Company Check will not be accepted.
- ☐ Contractor's Qualification Statement (MUST BE SIGNED)
- ☐ E-Verify Requirements Affidavit (MUST BE SIGNED & NOTARIZED)

Failure to include any of the above will void the bid.

3. **THE FOLLOWING HAS BEEN/WILL BE SUBMITTED AS CHECKED BELOW**

The following items are included in this sealed bid package:

- ☐ Non-Collusive Affidavit (MUST BE SIGNED)
- ☐ Contractor's License – Photocopy

**OR**

The following items will be submitted within 3 working days of bid opening:

- ☐ Non-Collusive Affidavit (MUST BE SIGNED)
- ☐ Contractor's License – Photocopy

4. CONTRACTORS LICENSE

Contractor must submit a copy of their State Contractors License showing the classification of license. It is the Contractor's responsibility to pre-determine that he has the appropriate license required. Licensing questions can be addressed to North Carolina Licensing Board for General Contractors, (919) 571-4183. (NOTE: When a General Contractors License is required; a Residential License is only acceptable when all buildings are One and Two Family Dwellings and Townhouses not more than three stories above grade plane in height with a separate means of egress.)

5. INSTRUCTIONS TO BIDDERS: Insert at end of Section 3

"It shall be the Bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the contract and all bidders shall be bound by such addenda, whether or not received by the Bidders".

6. NOT USED.

7. INSTRUCTION TO BIDDERS: Section 5 - Late Submissions

Paragraph A shall not apply to submission of bids but shall apply to modifications and withdrawals.

"The officer whose duty it is to open the bids will decide when the specified time has arrived, and no bid received thereafter will be considered; except that a contractor may submit a copy of the bid by Fax, provided that a complete copy of the bid is faxed to an independent third party who inserts the faxed bid in a sealed envelope and properly identifies the contents on the outside of the envelope and delivers the faxed bid to the bid officer prior to the time scheduled for the bid opening and that the complete original bid proposal is deposited in the United States Mail and so postmarked prior to the time of Bid Opening. (Post Marks By Private Postage Machines Are Not Acceptable.)

8. INSTRUCTIONS TO BIDDERS: Insert at the end of Section 5

"Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened."

9. INSTRUCTION TO BIDDERS: Add to Section 8

The LHA reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materialmen, or employees.

The ability of a bidder to obtain a performance bond shall not be regarded as the sole test of such bidder's competency or responsibility.

10. INSTRUCTION TO BIDDERS: Add to Section 10

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within 10 days from Notice of Award, furnish bond(s) in a penal sum of at least the full amount of the contract as awarded, in the form included in the specifications, which secures the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, employed or used by him in performing the work. Such bond(s) shall bear the same date as or a date subsequent to, the date of the contract.

11. EXAMINATION OF CONDITIONS

It is understood and mutually agreed that by submitting a bid the Contractor acknowledges that he has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site, of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant, and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the

construction hazards, and all other matters, including but not limited to the labor situation which can in any way affect the work under the Contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a proposal the Contractor acknowledges that he has satisfied himself as to the feasibility and meaning of the plans, drawings, specifications, and other contract documents for the construction of the work and that he accepts all the terms, conditions and stipulations contained therein; and that he is prepared to work in cooperation with other Contractors performing work on the site.

12. COST BREAKDOWN

Within seven (7) days after execution of the Contract, the Contractor shall provide the Housing Authority a detailed breakdown of Contract values and quantities in accordance with the General Conditions.

13. PRE-BID APPROVAL

Contractors may submit products for review and pre-bid approval provided that complete and adequate information is submitted. Any pre-bid approval given will be based on a review of submitted data and a determination if the product meets specifications and must be in writing. **The failure of the contractor/manufacturer to specifically identify what areas and why a product fails to meet the specifications will void any prior approval given and be sole and just cause for later rejection or requiring that a product be removed from the job and replaced with materials that meet specs. NOTE: Information submitted by SubContractors and Material Suppliers will not be reviewed.**

14. NOT USED.

15. NOT USED.

16. Per General Conditions, Section 2 Paragraph (b); "The Contractor shall perform on the site, and with its own organization, work equivalent to at least 12 % of the total amount of work to be performed", unless otherwise agreed to prior to bid.

**NOTE: Contractor's Staff Superintendent (NOT A SUBCONTRACTOR'S SUPERINTENDENT) counts toward the 12%; Project Manager and Office Staff DO NOT COUNT toward the 12%. Contractor must provide their own Superintendent; failure to do so is cause for finding contractor in Default and/or adjusting contract amount.**

17. SUBCONTRACTORS AND MATERIAL SUPPLIERS ARE REQUESTED TO GET THEIR BID TO PRIME BIDDERS AT LEAST TWO HOURS BEFORE THE BID IS DUE.
18. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE BUILDING PERMIT REQUIREMENTS, AND TO OBTAIN ALL REQUIRED BUILDING PERMITS. INCLUDE COST IN BID. CONTRACTOR SHOULD VERIFY IF THERE IS A TIME LIMIT ON THE PERMITS.
19. THE HOUSING AUTHORITY WILL ACCEPT THE LOWEST RESPONSIBLE BIDDER AS DECIDED BY THE HOUSING AUTHORITY, PRIOR PERFORMANCE MAY BE A CONSIDERATION.
20. It shall be the Bidder's sole responsibility to verify the correctness of his bid. The Bidder shall be responsible for making inquiries of any part of the bid form or work that he does not understand prior to making his bid. The low Bidder shall confirm his bid after the opening and send a letter to the Architect stating that he has reviewed his bid and that he stands by his bid amount to complete all work if he is awarded the contract. Letter should be submitted prior to the Architect submitting the Bid Tabulation to the Owner.
21. Insurance for Sub-Contractors shall be the same as for Prime Contractor. Submit Sub-Contractor insurance certificates prior to their starting work.
22. All persons working on the job site must be covered by Worker's Compensation regardless of company size or other matters.
23. Plans are being issued electronically, there is no cost for electronic downloads.
24. Error in Bid: If the low bidder makes an appreciable error in the preparation of his bid and if he is permitted to

withdraw his bid, he may be disqualified from bidding on the project in the event that project is ReBid. Under no circumstances will a bidder claiming an error be permitted to alter their bid after bids have been opened.

25. The Project Expediter shall be the Prime Contractor or in case of Multi-Prime Contracts shall be the General Contractor.
26. **The Bid Opening for this project will be a “Virtual Bid Opening”; Bidders may be in physical attendance. The meeting will use the instructions and meeting codes listed below. Bidders can attend the Bid Opening in one of the following ways via Zoom (or may attend in person).**

**1. Telephone**

- This method will allow for Audio Conferencing only.
- Bidders can call into the Conference from a standard landline or using the calling feature of a mobile device.
- To access the Conference
  - Dial: **1-929-205-6099**
  - Enter your Meeting ID: **910 895 6874**
  - Enter this password: **28379**
- Users will be entered into the Audio Conference. We ask that while you are not speaking, please activate the “mute” feature for the best audio possible.

**2. Mobile Smart Phone / Tablet**

- This method will allow for Audio and Video Conferencing.
- Bidders choosing this method should visit the App Store on their Smart Phone and download the free Zoom Video Conferencing App. The symbol for the app is blue and looks like this:



- Once the app is download, open the app.
  - Enter your Meeting ID: **910 895 6874**
  - Enter this password: **28379**
- **Choose your preferred audio method when prompted and enter meeting.**
- If you have a camera, please activate it so that we can all see each other.

**3. Web Browser/Laptop/Desktop**

- This method will allow for Audio and Video Conferencing.
- Visit the following Web Address: <https://zoom.us/join>
- First time users may have to download and install the Zoom\_Launcher.exe program and follow the instructions prompted.
  - Enter your Meeting ID: **910 895 6874**
  - Enter this password: **28379**
- Follow the prompts and enter meeting.
- If you have a camera, please activate it so that we can all see each other.

Outlook Email Calendar invitations can be sent from the Architect to Bidders for easy one-click access. Send requests for the invite to [bids@stognerarchitecture.com](mailto:bids@stognerarchitecture.com).

END OF ADDITIONAL INSTRUCTIONS TO BIDDERS

**FORM OF BID**

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the Laws of the State of \_\_\_\_\_, doing business as (a corporation) (a partnership) (an individual) (strike out words not applicable).

BID FOR DEMOLITION TO ONE BUILDING GROUP

To: **HOUSING AUTHORITY OF THE CITY OF GOLDSBORO,  
Goldsboro, North Carolina**

Gentlemen:

1. The undersigned, having familiarized (himself) (themselves) with the local conditions affecting the cost of the work, and with the Project Manual (including Invitation for Bids, Instructions to Bidders, this bid, the form of Bid Bond, the form of Non-Collusive Affidavit, the form of Contract, and the form of Performance and Payment Bond or Bonds, the General Conditions, the Supplemental General Conditions, the General Scope of Work, the Technical Specifications and the Drawings) and Addenda, if any thereto, as prepared by STOGNER ARCHITECTURE, PA, and on file in the office of the Housing Authority, hereby proposes to furnish all labor, materials, equipment and services required to construct and complete **FAIRVIEW BUILDING DEMOLITION, HOUSING AUTHORITY OF THE CITY OF GOLDSBORO, Goldsboro, North Carolina**, all in accordance with the aforementioned Contract Documents:

The Bids shall be considered a firm fix price inclusive of all Contractor cost, including but not limited to, material, labor, equipment, taxes, permits, bonds, insurance, temporary utilities, and any other expenses incurred by the Contractor in the performance of the work.

**GENERAL CONSTRUCTION CONTRACT:** Shall be single prime contract for Demolition and related work. The work shall include all work as shown in plans and specified except that work as specified to be in Alternate.

**SUBTOTAL BASE BID – FAIRVIEW SITE, NC 15-1**

SUBTOTAL BID \_\_\_\_\_ (\$ \_\_\_\_\_)

CONTINGENCY ALLOWANCE Fifteen Thousand dollars (\$ 15,000.00)

BASE BID (FAIRVIEW) \_\_\_\_\_ \$ \_\_\_\_\_

*The above SubTotal Base Bid includes a Contingency Allowance of \$15,000.00 and the Total of Unit Prices Work, see Section 012100, Allowances.*

\_\_\_\_\_  
Signature of Authorized Bidder and (Typed or Printed)

2. In submitting this Bid, it is understood that the Housing Authority reserves the right to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within Sixty (60) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him for signature. THIS SOLICITATION REQUIRES BIDDING ON ALL ITEMS, FAILURE TO DO SO WILL DISQUALIFY THE BID.

3. Security in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in the form of \_\_\_\_\_ is submitted herewith in accordance with the Project Manual.

4. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

5. 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 work within the days required. Bidder further agrees to pay as liquidated damages, the sum of **FIVE HUNDRED FIFTY-FIVE DOLLARS (\$555.00)** for each consecutive calendar day thereafter under the provisions of the General Conditions. The Contractor shall be given up to **FORTY-FIVE (45)** calendar days for processing shop drawings, obtaining permits and for material delivery. The Contractor shall be given **SIXTY (60)** consecutive calendar days for demolition of the Fairview Site to complete ALL work, which shall begin at the earliest of the following: a) the day the Contractor begins work on site or b) the next day following the days allowed for processing shop drawings, permitting and material delivery.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

---

Signature of Authorized Bidder and (Typed or Printed)



**Use this space for attaching check or bid bond if bid is \$250,000 or more.**

---

Signature of Authorized Bidder and (Typed or Printed)

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Witness:

\_\_\_\_\_  
(Name of Firm or Corporation making bid)

\_\_\_\_\_  
(Proprietorship or Partnership)

By \_\_\_\_\_

Title \_\_\_\_\_

(Owner, Partner or President  
or Vice President only)

Corporation:

Address \_\_\_\_\_

Attest:

Phone \_\_\_\_\_

By \_\_\_\_\_

License No. \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

(Corp.Sec. or Assist. Sec. only)

ADDENDA RECEIPT: The receipt of the following Addenda to the Project Manual is acknowledged:

Addendum No. 1 \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_ Dated \_\_\_\_\_

CLARIFICATIONS

Clarification No. 1 \_\_\_\_\_ Dated \_\_\_\_\_

Clarification No. 2 \_\_\_\_\_ Dated \_\_\_\_\_

**Contractor Shall Identify Major Subcontractors:**

**Demolition Subcontractor**

\_\_\_\_\_  
Name

\_\_\_\_\_  
License #

**Abatement Subcontractor**

\_\_\_\_\_  
Name

\_\_\_\_\_  
License #

**Utility Subcontractor**

\_\_\_\_\_  
Name

\_\_\_\_\_  
License #

**Landscaping Subcontractor**

\_\_\_\_\_  
Name

\_\_\_\_\_  
License #

\_\_\_\_\_  
Signature of Authorized Bidder and (Typed or Printed)

**MINORITY PARTICIPATION STATEMENT**

**POLICY TO ESTABLISH GOAL FOR  
PARTICIPATION BY MINORITY BUSINESS**

The Housing Authority encourages participation by Minority Business in the award of Building Construction Contracts. The Housing Authority has a 20% goal for participation.

The Prime Contractor should document in writing what action was taken to accomplish this goal.

Bidders shall submit:

- a) records of Contractors, Subcontractors and Material Suppliers notified and Subcontractors that are minority businesses,
- b) Contractors, Subcontractors and material Suppliers that bid or otherwise respond,
- c) Contracts awarded to minority businesses and,
- d) percentage of work on project performed by minority businesses.

The Prime Contractor **SHOULD** a) notify minority businesses of the portion of the project which will be subcontracted by the single contractor and solicit bids from minority businesses and b) submit with his bids records with respect to:

- 1) Those subcontractors notified of the project and the elements of the project for which subcontracts will be let and the number of these subcontractors that are minority businesses.

**After the Bid Opening, the Apparent Low Bidder Should Provide the Following Information:**

- 1) Those subcontractors that bid or otherwise respond to notice of the project.
- 2) Those subcontractors awarded contracts as part of the project and,
- 3) The percentage of work on the project to be performed by minority businesses.

These MBE policies should be a part of the request for proposals and non-compliance by any prime bidder may be grounds for declaring the bid non-responsive.

The Owner recognizes the difficulty in compiling complete and accurate information at the Bid Opening due to normal bidding procedures. **AS A MINIMUM THE BIDDERS SHOULD IDENTIFY THREE MINORITY SUBCONTRACTORS/MATERIAL SUPPLIERS THAT WERE CONTACTED PRIOR TO THE BID AND SHOULD SUBMIT THE MBE CONTRACT SHEET OF THOSE THREE.** Within 10 working days the apparent low bidder shall provide complete and accurate MBE contact sheets on each MBE contacted and/or submitted proposals for this project.

A final MBE report should be submitted with close-out documents to reflect all requested information.

**MINORITY PARTICIPATION STATEMENT**

We shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bonafide occupational qualification reasonably necessary to the normal operation of the firm. We also agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of this firm, I state that we are equal opportunity employers.

Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirement of these sections.

I hereby state that \_\_\_\_\_ agrees to abide with the above statements.  
(Name of Firm)

\_\_\_\_\_  
(Signature)

Is the Ownership of your firm at least 51% held by persons who are Black, Asian American, Hispanic, American Indian, or female?

\_\_\_\_\_  
(Yes or No)

**NOTE:**

- 1. THE FOLLOWING MBE CONTACT SHEETS SHOULD HAVE ALL OF THE REQUIRED INFORMATION COMPLETED AND SUBMITTED WITH THE BID IN ORDER FOR THE BID TO BE ACCEPTABLE. THIS FORM SHOULD BE COMPLETED EVEN WHEN THE PRIME BIDDER IS A MINORITY CONTRACTOR.**
- 2. APPARENT LOW BIDDER SHOULD SUBMIT WITHIN TEN (10) DAYS OF BID, ALL MBE CONTACT SHEETS FOR ALL MBE CONTACTED AND/OR PROPOSALS SUBMITTED FOR THIS PROJECT. THIS IS IN ADDITION TO THE THREE THAT SHOULD BE IDENTIFIED WITH THE BID.**
- 3. MBE CONTACTS INCLUDES BOTH SUBCONTRACTORS AND MATERIAL SUPPLIERS.**

**MBE CONTACT SHEET NUMBER 1**

Firm Contacted: \_\_\_\_\_

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

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

Person Contacted: \_\_\_\_\_

Work Firm Could Perform or Materials They Could Provide:

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

**MBE CONTACT SHEET NUMBER 2**

Firm Contacted: \_\_\_\_\_

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

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

Person Contacted: \_\_\_\_\_

Work Firm Could Perform or Materials They Could Provide:

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

**MBE CONTACT SHEET NUMBER 3**

Firm Contacted: \_\_\_\_\_

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

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

Person Contacted: \_\_\_\_\_

Work Firm Could Perform or Materials They Could Provide:

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

**BIDDING FIRM INFORMATION SHEET**

PROJECT NAME: \_\_\_\_\_

Number and percent (of **entire** work force) of Minority Employees that are currently on your payroll

\_\_\_\_\_

Number and percent (of **project** work force) of Minority Employees that are anticipated to be working on this project

\_\_\_\_\_

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the "LHA" in accordance with the bid as accepted, and give bond with good and sufficient surety or proper fulfillment of such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the principal shall pay the "LHA" the difference between the amount specified in said bid and the amount for which the "LHA" may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

In presence of:

(CORPORATE SEAL)

**BID BOND**

Attest:

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)

BY \_\_\_\_\_

(CORPORATE SEAL)

\_\_\_\_\_  
Power of Attorney for person signing for surety company must be attached to bond.

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine, and that said bond was duly signed, sealed and attested to for and in behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
(Corporate Seal)

**NOTE: Individual Surety MUST be listed on US Treasury Circular Number 570 or Bid Bond will not be considered valid.**



**NON-COLLUSIVE AFFIDAVIT**

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

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

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

That (He,She) is \_\_\_\_\_ (partner or officer of the firm of, etc.) the party making the foregoing Proposal or Bid, that such Proposal or Bid is genuine and not collusive or that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the **HOUSING AUTHORITY OF THE CITY OF GOLDSBORO of Goldsboro, North Carolina**, or any person interested in the proposed contract; and that all statements on said Proposal or Bid are true.

\_\_\_\_\_  
(Signature of Bidder, if Bidder is an Individual)

\_\_\_\_\_  
(Signature of Partner, if Bidder is a Partnership)

\_\_\_\_\_  
(Signature of Officer, if Bidder is a Corporation)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

My commission expires \_\_\_\_\_.

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

**FORM**  
**REQUIRED**  
**WITH BID**

Review and check appropriate boxes / fill in blanks

# Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

~~[-]--[Contracting Officer check if following paragraph is applicable]~~

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,  
(b) Impair the bidder's objectivity in performing the contract work.  
[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans	[ ] Asian Pacific Americans
[ ] Hispanic Americans	[ ] Asian Indian Americans
[ ] Native Americans	[ ] Hasidic Jewish Americans

#### 8. ~~Indian-Owned Economic Enterprise and Indian Organization Representation~~ (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

~~(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian-owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.~~

~~(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or~~

~~community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.~~

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

~~(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.~~

~~(b) A fully executed "Previous Participation Certificate"~~

~~[ ] is, [ ] is not included with the bid.~~

**13. Bidder's Signature**

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

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

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

**CONTRACTOR'S QUALIFICATION STATEMENT**

DATE PREPARED \_\_\_\_\_

CONTRACTOR NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

COMPANY WEBSITE \_\_\_\_\_

PRIMARY CONTACT(S) \_\_\_\_\_

NAME \_\_\_\_\_

NAME \_\_\_\_\_

TAX ID # OR SS # \_\_\_\_\_

TYPE OF COMPANY \_\_\_\_\_

CORPORATION \_\_\_\_\_

PARTNERSHIP \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

OTHER \_\_\_\_\_

TYPE OF LICENSE \_\_\_\_\_

GENERAL CONSTRUCTION \_\_\_\_\_

RESIDENTIAL \_\_\_\_\_

PLUMBING \_\_\_\_\_

HVAC \_\_\_\_\_

ELECTRICAL \_\_\_\_\_

OTHER \_\_\_\_\_

LICENSE NO. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LIST ALL PERSONS HOLDING  
LICENSE FOR COMPANY \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NUMBER OF YEARS IN BUSINESS \_\_\_\_\_

UNDER CURRENT NAME \_\_\_\_\_

OTHER FORMER NAMES AND \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS \_\_\_\_\_

EXPERIENCE:

IDENTIFY TYPE OF WORK YOUR COMPANY NORMALLY PERFORMS WITH ITS OWN CREWS

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

EXPERIENCE:

IDENTIFY PROJECT SUPERINTENDENT AND THEIR EXPERIENCE WITH THIS TYPE OF WORK

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HAS YOUR COMPANY EVER FAILED TO COMPLETE ANY CONTRACT AWARDED TO IT? IF SO, EXPLAIN CIRCUMSTANCES

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ARE THERE ANY CURRENT JUDGEMENTS, MEDIATION, ARBITRATION OR SUITS PENDING OR FILED AGAINST YOUR COMPANY OR ITS OFFICERS? IF ANY, DESCRIBE.

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LIST ANY JUDGMENTS, MEDIATIONS, ARBITRATION OR CLAIMS/SUITS AGAINST YOUR COMPANY OR IT'S OFFICERS WITHIN THE LAST TEN YEARS AND RESOLUTION. (IDENTIFY IF FEDERAL, HUD, STATE, LOCAL GOVERNMENT OR PRIVATE)

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HAVE THERE BEEN ANY COMPLAINTS OR CLAIMS MADE TO OR BY THE COMPANY'S BONDING COMPANY WITHIN LAST TEN YEARS? DESCRIBE COMPLAINT, WHO FILED, OUTCOME OR IF PENDING.

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HAS ANY OFFICER OR PRINCIPAL OF YOUR COMPANY BEEN AN OFFICER OR PRINCIPAL OF ANOTHER COMPANY THAT FAILED TO COMPLETE A CONTRACT?

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HAS THE COMPANY OR ANY OFFICER HAD ANY COMPLAINTS MADE FOR NOT PAYING SUBCONTRACTORS OR MATERIAL SUPPLIERS? IF ANY, DESCRIBE COMPLAINT AND RESOLUTION.

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IS THE COMPANY, ANY OFFICER OR PRINCIPAL CURRENTLY DEBARRED FROM FEDERAL, STATE OR LOCAL AGENCIES?

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HAS THE COMPANY, ANY OFFICER OR PRINCIPAL BEEN DEBARRED AT ANY TIME DURING THE LAST TEN YEARS FROM PARTICIPATING IN WORK FOR HUD, FEDERAL GOVERNMENT, STATE GOVERNMENT, LOCAL GOVERNMENT OR LOCAL AGENCIES? IF SO, DESCRIBE.

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LIST UP TO FIVE SIMILAR PROJECTS COMPLETED IN THE LAST FIVE YEARS, GIVING NAME OF PROJECT, OWNER, ARCHITECT, CONTRACT AMOUNT AND PERCENT OF WORK PERFORMED BY OWN STAFF.

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LIST ALL MAJOR PROJECTS UNDER CONTRACT AND PERCENT COMPLETE. GIVE NAME OF PROJECT, OWNER, ARCHITECT, CONTRACT AMOUNT AND PERCENT OF WORK BEING PERFORMED BY OWN STAFF.

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LIST FIVE ARCHITECTURAL/ENGINEER REFERENCES:

**ARCHITECT/ENGINEER REFERENCES**

	NAME	PHONE & EMAIL	COMPANY	PROJECT	COMPLETED DATE
1.					
2.					
3.					
4.					
5.					

LIST FIVE OWNER REFERENCES (FEDERAL, STATE, LOCAL GOVERNMENT OR LOCAL AGENCY):

**OWNER REFERENCES (FEDERAL, STATE, LOCAL GOVERNMENT OR LOCAL AGENCY)**

	NAME	PHONE & EMAIL	COMPANY	PROJECT	COMPLETED DATE
1.					
2.					
3.					
4.					
5.					

LIST FINANCIAL REFERENCES (OWNER MAY REQUEST FINANCIAL STATEMENT FROM APPARENT LOW BIDDER(S) -- DO NOT ATTACH TO BID)  
INCLUDE BANK AND BONDING COMPANY AGENT.

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BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**E-VERIFY REQUIREMENTS AS THEY APPLY TO PUBLIC CONTRACTS**

NC Legislature adopted new E-Verify requirements on most public contractors effective immediately. E-Verify is a free, web-based system operated by the U.S. Department of Homeland Security in partnership with the Social Security Administration that allows participating employers to electronically verify the legal employment status of newly hired employees [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify). All employers with 25 or more employees must participate. HB786 imposes E-Verify requirements on contractors who enter into certain contracts with state agencies and local governments, HUD has confirmed the e-verify requirements do apply to Housing Authority formal purchase and construction/repair contracts. This requirement also applies to sub-contractors working under the general contractor.

This provision applies to *all city* and *all county* contracts, regardless of type and cost. All contractors with 25 or more employees must be in compliance with E-Verify and any sub-contractors working under the contractor that employs 25 or more employees must also be in compliance. Contractors and sub-contractors with less than 25 employees must attest to that fact. A violation of this provision would be grounds for a breach of contract claim by the local government should the contractor fail to ensure that his or her sub-contractors have complied with the E-Verify requirements.

**All bidders must include with their bids an affidavit attesting to their compliance with E-Verify or attest to the fact that they do not employ 25 or more employees.**

**The contract awarded bidder must submit affidavits from all his sub-contractors.**

The following forms may be used.

**E-VERIFY REQUIREMENTS AFFIDAVIT**  
**IF EMPLOY 25 OR MORE EMPLOYEES**

I, \_\_\_\_\_, (Owner) (President) (Partner) (Officer) of  
\_\_\_\_\_, a company doing business in the State of North Carolina, do hereby  
confirm and attest that we do employ 25 or more employees and do participate in the E-Verify system.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

North Carolina

\_\_\_\_\_ County

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that  
\_\_\_\_\_ personally appeared before me this day and acknowledged the due  
Execution of the foregoing instrument.

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

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

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

**E-VERIFY REQUIREMENTS AFFIDAVIT**  
**IF DO NOT EMPLOY 25 EMPLOYEES**

I, \_\_\_\_\_, (Owner) (President) (Partner) (Officer) of  
\_\_\_\_\_, a company doing business in the State of North Carolina do  
hereby confirm and **attest that we do not employ 25 or more employees** and therefore do not  
participate in the E-Verify system.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

North Carolina

\_\_\_\_\_ County

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that  
\_\_\_\_\_ personally appeared before me this day and acknowledged the due

Execution of the foregoing instrument.

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

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

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

**FORM OF CONTRACT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2025, by and between

\_\_\_\_\_  
(Name of Contractor)

( ) a corporation organized and existing under the laws of the State of North Carolina

( ) a partnership consisting of \_\_\_\_\_

( ) an individual trading as \_\_\_\_\_

hereinafter called the "Contractor" and the **HOUSING AUTHORITY OF THE CITY OF GOLDSBORO of Goldsboro, North Carolina**, hereinafter called the "LHA"; WITNESSETH, that the Contractor and the LHA, for the consideration stated herein, mutually agree as follows:

ARTICLE 1. **Statement of Work**. The Contractor shall provide all labor, material, equipment and services, and perform and complete all work required to fully execute the work for Capital Fund Program Commission #6041-C in strict accordance with the Project Manual and Drawings, and Addenda thereto numbered \_\_\_\_\_ and dated \_\_\_\_\_, and the Drawings referred to therein, all as prepared by STOGNER ARCHITECTURE, PA, of Rockingham, North Carolina, which said Specifications, Addenda and Drawings are incorporated herein by reference and made a part hereof.

**Contractors shall follow the Requirements of Section 3 Clause, 24 CFR, Part 135.38.**

ARTICLE 2. **The Contract Price**. The LHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Project Manual, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

ARTICLE 3. **Contract Documents**. The Contract shall consist of the following component parts:

- a. This Agreement
- b. Project Manual
  1. Form of Bid
  2. Non-Collusive Affidavit
  3. HUD Form-5369 (Instructions to Bidders For Contracts)
  4. HUD Form-5369A (Representations, Certifications, and Other Statements of Bidders
  5. Contractor's Qualification Statement
  6. HUD Form-5370 (General Conditions)
  7. Supplement to the General Conditions
  8. Davis-Bacon Wage Decision No. NC20250110Mod. 0 - 01/03/2025 - Residential
  9. Technical Specifications
- c. Addenda and Clarifications
- d. Drawings
- e. Performance and Payment Bonds

This instrument, together with the other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract.

In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

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

Attest:

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

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

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

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

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

Business Address:

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City) (State) (Zip Code)

**HOUSING AUTHORITY OF THE CITY OF  
GOLDSBORO**

Attest:

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

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

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

Anthony Goodson, Jr.

Title: CEO

Business Address:

700 N. Jefferson Ave.

Goldsboro, NC 27530

Note: Print or type each name under signature on Contract.

**CERTIFICATIONS**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_, who signed this Contract on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporation powers.

(Corporate Seal)

\_\_\_\_\_

**DIRECTIONS FOR PREPARATION OF PERFORMANCE AND PAYMENT BONDS**

1. Individual sureties, partnerships or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall be not less than that required by the Project Manual.
4. If the Principals are Partners of joint ventures, each member shall execute the Bond as an individual with his place of residence shown.
5. If the Principal is a Corporation, the Bond shall be executed under its Corporate Seal. If the Corporation has no Corporate Seal the fact shall be stated, in which case a Scroll or Adhesive Seal shall be affixed following the Corporate Name.
6. The official character and authority of the person(s) executing the Bond for the Principal, if a Corporation, shall be certified by the secretary or assistant secretary thereof under the Corporate Seal, or there may be attached copies of so much of the records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the Corporate Seal, to be true copies.
7. The current Power of Attorney of the person signing for the surety company must be attached to the Bond.
8. The date of the Bond must not be prior to the date of the Contract.
9. The following information must be placed in the Bond by the Surety Company: The rate of premium in dollars per thousand. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place, attesting to the signature of each party to the Bond.
11. Type or print the name underneath each signature appearing on the Bond.
12. An executed copy of the Bond must be attached to each copy of the Contract (original counterpart) intended for signing.

**NOTE TO BIDDERS:**

The Performance and Payment Bonds cover the full contractual obligations of the Prime Contractor to the amounts indicated including the Contractor's Full Warranty Period.



**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ hereinafter called the Principals, and \_\_\_\_\_, hereinafter called the Surety, are held and firmly bound unto **HOUSING AUTHORITY OF THE CITY OF GOLDSBORO, Goldsboro, North Carolina**, hereinafter referred to as the LOCAL AUTHORITY, created under the Housing Authority Law for use by the LOCAL AUTHORITY and all persons doing work or furnishing skill, tools, machinery, supplies or materials under or for the purposes of the Contract hereinafter referred to, in the full sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States of America to be paid to the LOCAL AUTHORITY, its successors and assigns to which payment will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally firmly by these presents.

WHEREAS, the Principal has entered into a Contract with the LOCAL AUTHORITY dated \_\_\_\_\_, for work on the **Fairview Building Demolition Project, Housing Authority of the City of Goldsboro, Goldsboro, North Carolina**, all in strict accordance with the Drawings, Specifications and other Documents relating thereto; and

WHEREAS, it is one of the conditions of the award by the LOCAL AUTHORITY pursuant to which the Contract hereinabove referred to was entered into, that these presents shall be executed.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall in any respect fully comply with the terms and conditions of such Contract and his obligation thereunder including the Project Manual and proposals therein referred to and made a part thereof, and such alterations as may be made on such Project Manual and therein provided for, and shall indemnify and save harmless the local authority against or from all costs, expenses, damages, injury, or loss to which the LOCAL AUTHORITY may be subjected by reason of any wrong doing, want of care of skill, negligence or default including patent infringements on the part of the Contractor, his agents or employees, in the execution of performance of said Contract, and shall promptly pay all just claims for damages or injury to property and for all work done, or skill, tools, or machinery, supplies, labor and materials furnished and debts incurred by the Contractor in or about the performance of work contracted for, this obligation is to be void.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or work to be performed thereunder, or the Project Manual accompanying the same in anywise effect its obligation on this Bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the term of the Contract, the Work or to the Project Manual.

This Bond shall be for the use of the local authority and all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of Contract hereinabove referred to.

The Surety's obligation under this Bond shall arise after:

The Owner has notified the Contractor and the Surety that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right if any, subsequently to declare a Contractor Default; and

The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice and

The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

The Surety shall promptly and at the Surety's expense take one of the following actions:

Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds issued on the Construction Contract, and pay to the Owner the amount of damages in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

If the Surety does not proceed with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

The Surety is obligated for:

The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety.

Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract.

Any proceeding, legal or equitable, under this Bond may be instituted within two years after the Surety refuses or fails to perform its obligations under this Bond. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570) and be authorized to transact business in the State in which the Project is located.

The Undersigned Principal and Surety further consent and yield to the jurisdiction of the State Civil Courts of **Wayne County, North Carolina** and shall assure all undertakings under said Agreement or Contract and shall assure and protect all laborers and furnishers of material on said work, both as required by applicable law.

The Undersigned Principal and Surety further agree that in each and every suit brought against the Obligor upon this Bond by the Obligees in which the Obligees shall be successful, there shall be assessed against the Obligor in favor of the Obligees, reasonable attorney's fees which the Obligor hereby expressly agrees to pay as part of the cost and expenses of such suit.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed on the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(Individual Principal) \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Address) \_\_\_\_\_ (Business Address)

ATTEST: \_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)  
By: \_\_\_\_\_  
(Affix Corporate Seal)

ATTEST: \_\_\_\_\_  
(Corporate Surety)  
\_\_\_\_\_  
(Business Address)  
By: \_\_\_\_\_  
(Affix Corporate Seal)

The rate of Premium on this Bond is \$ \_\_\_\_\_ per thousand.

TOTAL AMOUNT OF PREMIUM CHARGED \$ \_\_\_\_\_

NOTE: The above must be filled in by Surety Company. Power of Attorney of person signing for Surety Company must be attached.

**CERTIFICATE AS TO CONTRACT PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as Principal in the within Bond, that \_\_\_\_\_, who signed the said Bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know his signature is genuine, and that said Bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
(Affix Corporate Seal)

# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 11/30/2023)

**Applicability.** This form is applicable to any construction/development contract greater than ~~\$150,000.~~ \$250,000.00.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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## 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

## 3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

## 2. Contractor's Responsibility for Work

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
  - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
  - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
  - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

#### 4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

### Construction Requirements

#### 5. Pre-construction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

#### 6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

#### 7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

## 8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

## 9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

#### 10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

#### 11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
  - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

#### 12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any



waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

### 13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
  - (2) Protect the lives, health, and safety of other persons;
  - (3) Prevent damage to property, materials, supplies, and equipment; and,
  - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
  - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

### 14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

### 15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

### 16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

#### **17. Temporary Buildings and Transportation of Materials**

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

#### **18. Clean Air and Water**

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

#### **19. Energy Efficiency**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

#### **20. Inspection and Acceptance of Construction**

- (a) Definitions. As used in this clause -
  - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
  - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
  - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

## 21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

## 22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

## 23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of 1 year (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
  - (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
  - (1) Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
  - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

#### 24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

#### Administrative Requirements

\*\* See Form of Bid

#### 25. Contract Period

The Contractor shall complete all work required under this contract within \*\* calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

#### 26. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

#### 27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than 21 days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

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

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

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

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bonds furnished under this contract.

## 28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

## 29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
  - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

### 30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

### 31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

### 32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

### 33. Liquidated Damages

\*\*See Form of Bid

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ **\*\*** [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.

- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

### 34. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

### 35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

### 36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
- (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ **1,000,000** [Contracting Officer insert amount]



per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 [Contracting Officer insert amount] per occurrence.

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

### 37. Subcontracts

- (a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

### 38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

### 39. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- (b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading, demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training including apprenticeship.



(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor/Seller is in non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

**40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance 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) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

#### **41. Interest of Members of Congress**

No member or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

#### **42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees**

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

#### **43. Limitations on Payments made to Influence Certain Federal Financial Transactions**

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

#### **44. Royalties and Patents**

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

#### **45. Examination and Retention of Contractor's Records**

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### **46. Labor Standards - Davis-Bacon and Related Acts**

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
  - (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved 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 regular 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 in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) 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, Employee Standards Administration, U.S. Department of Labor, Washington, DC 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.
- (iii) 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 of the Wage and Hour Division 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.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) 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.
- (4) 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.

- (b) Withholding of funds. 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 in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, 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.
- (c) Payrolls and basic records.
  - (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. 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 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.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer 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 subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) 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:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) 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; and
- (C) 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.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) 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 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, 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, 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.

- (d) (1) 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 and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, 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 OATELS 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 in this paragraph, 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 of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, 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.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

- the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in 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 in 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 in the wage determination for the classification of 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 in 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.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) 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.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
- (1) 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 contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. 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, including watchmen and guards, 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 provisions set forth in subparagraph (j)(1) of this clause, 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 provisions set forth in subparagraph (j)(1) of this clause, 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 provisions set forth in subparagraph (j)(1) of this clause.
- (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 Federal contract with the same prime Contractor, 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 provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

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#### 47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
  - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

#### 48. Procurement of Recovered Materials.

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**SUPPLEMENTAL GENERAL CONDITIONS**  
**Form 5370 Expires (11/30/2023)**

1. FORM HUD-5370 Definitions, PAGE 2, SECTION 1.C

The Contracting Officer shall be the Chief Executive Officer unless so modified in writing.

2. CLEANING UP (RE: PAGE 2, SECTION 2G)

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials. All waste materials shall be removed daily from the site unless stored in a waste container approved by the Contracting Officer. Resident dumpsters shall not be used for construction debris.

3. OWNER'S RIGHT TO CLEAN UP (RE: PAGE 2, SECTION 2)

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible as the Owner determines to be just.

4. The Contractor shall be responsible for having underground utility lines located prior to beginning work; this includes public and private lines. The Contractor shall be aware that most public location companies only locate utilities for which they are under contract to locate and the Contractor should verify prior to bidding what will and will not be located. For private utilities not covered, the Contractor shall procure the services of a private location company to locate the private utilities in the area to be disturbed. See Section 16.C of General Conditions.

5. NOT USED.

6. The site, streets and buildings, adjacent to the demolition zones will be occupied during the performance of the work. The Fairview site has a master water meter and shall remain operational. **Do not leave residents without water, gas, or electricity.**

7. NOT USED.

8. The Contractor shall protect the site and adjacent buildings. **DO NOT** use profanity, drugs or alcohol, or smoke on site.

9. Only the Superintendent should be talking to Chief Executive Officer and staff.

9C. SUPERINTENDENT (RE: PAGE 2, SECTION 2)

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. **Superintendent must be an employee of the Prime Contractor and shall not be working foreman of a Subcontractor; failure to provide a qualified superintendent will be grounds for a deduction to the contract and/or DEFAULT.** Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

10. CERTIFICATES

The Contractor shall be responsible for any and all inspections needed except for the Owner's staff and the Owner's Architect. The Contractor shall provide all required certificates:

ie: Certificate of Compliance  
Electrical  
Utility

11. COMMUNICATIONS (RE: PAGE 2, SECTION 3)

All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract or at such other office as he may from time to time designate in writing to the HOUSING AUTHORITY.

All papers required to be delivered to the HOUSING AUTHORITY shall, unless otherwise specified in writing to the Contractor, be delivered to **Anthony Goodson, Jr., CEO, Housing Authority of the City of Goldsboro, 700 N. Jefferson St., Goldsboro, North Carolina 27530** and any notice to or demand upon the HOUSING AUTHORITY shall be sufficiently given if so delivered, or deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Executive Director at such address, or to such other representatives of the HOUSING AUTHORITY or to such other address as the HOUSING AUTHORITY may subsequently specify in writing to the Contractor for such purpose.

Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of telegram, at the time of actual receipt.

12. COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION (RE: PAGE 2, SECTION 3)

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

The Architect will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract documents.

13. DESIGNER'S STATUS (RE: PAGE 2, SECTION 3)

The Designer shall provide general administration of the construction contracts, including liaison and periodic observation of the work. He is the agent of the Owner only for the purpose of general administration and observation of this work and to the extent stipulated in the contract documents.

The Designer is the impartial interpreter of the contract documents, and as such, he shall exercise his powers under the contract to enforce faithful performance by both the Owner and the Contractor, taking sides with neither.

14. MUTUAL RESPONSIBILITY (RE: PAGE 3, SECTION 4)

The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractors' construction and operations with theirs as required by the Contract Documents.

If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgement that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

15. FORMS FOR CONTRACT ADMINISTRATION (RE: PAGE 3, SECTION 5)



A Pre-Construction Conference will be held within 10 days of contract execution and prior to commencement of work (attendance by Contractors shall be mandatory) at which time HUD forms for contract administration will be furnished to the Contractors and reviewed with them by the Contracting Officer.

- HUD Form 51000 - Schedule of Amounts for Contract Payments
- HUD Form 51001 - Periodic Estimate for Partial Payment
- HUD Form 51002 - Schedule of Change Orders
- HUD Form 51003 - Schedule of Materials Stored, NOT APPLICABLE
- HUD Form 51004 - Summary of Materials Stored, NOT APPLICABLE
- HUD Form 5372 - Construction Progress Schedule
- HUD Form WH-347 - Payroll
- HUD Form WH-348 - Statement of Compliance
- Contractor Lien Release Letter
- Certificate From Contractor Appointing Officer or Employee to Supervise Payment of Employees.
- Other Payroll Deduction Form
- Form W-9 Request for Tax Payer Identification Number and Certification

Prior to beginning construction, weekly meetings shall be held by representatives of the Prime Contractor, subcontractors and other parties involved with the phase of work that is in progress or schedule for ensuing weeks. May require minutes to be submitted by Prime Contractor.

Weekly meeting format shall include:

- Name of project and date
- Names of persons and firms represented
- The general contract work schedule for the week
- Work to be accomplished by each contractor and subcontractor
- Commitment of each party to their aspect of the work
- General agreements between parties on coordination
- Lack of any materials or equipment that might affect the progress
- Safety Briefing

At the end of minutes to be distributed, include: "If anyone in attendance finds that they do not agree with the minutes as written, they should contact the writer prior to the next meeting. Otherwise, the General Contractor will assume that all commitments will be carried out."

Documents to Submit With Final Pay Request:

- Certificate & Release (HUD Form) (2 copies)
- Contractor's Subcontractor's & Supplier's Affidavit & Release (AIA Document G706A) (2 copies)
- Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706) (2 copies)
- Certification that all "Punch List" items have been completed and request for "Final Observation"
- Consent of Surety Company to Final Payment (AIA G707) (2 copies)
- Certificate of Punch List Completion (2 copies)
- Certificate of Final Completion and Acceptance- (shall be basis for completion of work, and potential Liquidated Damages)
- Signed Compliance Statements from Building, Electrical, HVAC, etc., Inspectors as required (1 copy)
- List of all Subcontractors and Material Suppliers including addresses and phone numbers
- Adjustment of Allowances
- Provide certification that all new construction is Asbestos Free
- Section 3 Final Report (HUD Form 60002)
- MBE Final Reports
- As Built Drawings (Electronic and Hard Copy); When capping underground water, sewer, the contractor shall record on the AS BUILTS, the location, depth and size of the utility being capped.**
- All Final Payroll Reports
- Daily Project Logs
- E-Verify Affidavits for Subcontractors (if not sent prior to this)

16. SPECIAL REQUIREMENTS. (RE: PAGE 3, SECTION 6)

- a. The Contractor shall keep a daily project log and **shall submit at the end of each Month** (failure to submit will delay processing of pay application). The Contractor shall either use the company's standard daily report or use format below. The daily report shall, at a minimum, include the following information:
  1. Project Name, SAPA Project ID#
  2. Report #
  3. Date and time report was generated
  4. Weather data: Overhead conditions, precipitation (if so, how much), temperature (High and low) impact on progress
  5. Sediment and erosion control
  6. Work performed (include all major trades)
  7. Number of workers on site
  8. Visitors on site
  9. Major equipment deliveries
  10. Major equipment working on site
  11. Difficulties encountered that may cause delay
  12. Days of no work and reason, Impact on Critical Path
- b. The Contractor shall submit a bar type schedule Seven (7) days prior to Pre-Construction Meeting, reflecting proposed schedule and key target points. The Contractor shall, within Five (5) days after construction work commences on the project, submit an updated schedule. The project schedule shall then be updated regularly and shall be submitted at the end of each month, Seven (7) days prior to Monthly Construction Meeting, so that schedules can be reviewed at meeting. It shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of the work by trade and by area, level, or zone, and shall schedule dates for all salient features, including, but not limited, to the placing of orders for materials, submission of shop drawings and other Submittals for approval, approval of shop drawings by designers, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor. The Contractor shall allow sufficient time in his schedule for all commissioning, required inspections and completion of final punch list(s). Each Work activity will be assigned a time estimate by the Contractor. One Half (1/2) day shall be the smallest time unit used. Per Page 3, Section 6.a of the General Conditions for Construction Contracts, "If the Contractor fails to submit a schedule within time prescribed, the Contracting Officer may withhold approval of progress payments."
- c. Differing Site Conditions (RE: Page 4, Section 8a-8d)
  - No request by the contractor for an equitable adjustment to the contract under this section shall be allowed, unless Contractor has given the written Notice required.
  - Request for money and/or time shall be made at the same time. After processing of a Change Order for time or money, Contractor shall not make a supplemental request for the other (Owner will not approve).

#### 17. PROJECT MANUAL AND DRAWINGS FOR CONSTRUCTION (RE: PAGE 4)

**In case of conflict between drawings and specifications or conflict between information presented on the plans or in the specifications, then the most restrictive shall take precedent. In case of conflict within the drawings, then the most restrictive shall take precedent unless contractor submits a RFI during the bid period and the designer clarifies in an Addendum.**

The Housing Authority will furnish the Contractor two (2) hard copies of the Drawings and Project Manual, without charge.

The contractor will be responsible for reproduction of the Plans and the Project Manual as needed (Print with No Scaling) Electronic copies of the Plans and the Project Manual will be available via download (See Notice to Bidders). Plans are intended to be printed at 11x17 size. Adjust scale if printing at a different size.

Where reference is made within technical specifications or on the Drawings to specific products, procedures or techniques, the Contractor shall use such listed item(s), except where equivalent items are indicated acceptable and where other items have received the Architect's prior approval.

#### 18. MATERIALS AND WORKMANSHIP (RE: PAGE 5, SECTION 11)

The Contractor warrants that all materials and equipment furnished for the Work will be new, that replacements for same, unless otherwise specified, shall be readily available, and that all Work will be of good quality and in compliance with the Contract Documents. This warranty shall be in addition to, and not in limitation of, other warranties and remedies required by law and by the Contract Documents. Factory rejected materials shall not be used on this project.

The Contractor shall cause all Work to be performed in compliance with applicable laws, codes, ordinances, restrictions, requirements, and HUD Minimum Property Standards.

The purpose of the Drawings and Project Manual is to provide improvements which, for the intended usage, are complete, decent, safe, sanitary and functional in all respects, and free from defects. All labor, materials, equipment and other items necessary to provide such improvements are deemed implied and required for the Work.

Where not indicated otherwise by the Contract Documents, store, handle, install, clean and adjust all products used in the Work in accordance with the manufacturer's recommendations for each job condition.

**19. HEALTH, SAFETY AND ACCIDENT PREVENTION (RE: PAGE 6, SECTION 13)**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Safety precautions must meet OSHA standards.

In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor.

The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

To the fullest extent permitted by law the Owner shall indemnify and hold harmless the Contractor, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work in the affected area if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom; but only to the extent caused in whole or in part by negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner or anyone for whose acts the Owner may be liable, regardless of whether or not such claim, damage, loss or expenses is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Subparagraph.

**Maximum Allowable Asbestos Content:** Less than 0.25% by weight of asbestos of any type or mixture of types occurring naturally as impurities, as determined by polarized light microscopy test per Appendix A of 40 CFR 763. **Provide certification that new construction is Asbestos Free.**

**Safety of Persons and Property**

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities; not designated for removal, relocation or replacement in the course of construction.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain as required by existing conditions and performance of the Contract reasonable safeguards for safety and protection including posting danger signs and other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

When use or storage of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

#### Emergencies

In an emergency affecting safety of persons or property the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be negotiated later with the Owner.

**This section modifies HUD Form 5370, General Conditions of the Contract for Construction, Section 13, Health, Safety and Accident Prevention, Section (d); Modify sentence 4 as follows: "If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken or the Contracting Officer may issue an order stopping all or part of the work and the Owner may take corrective action in order to protect the Health, Safety and to Prevent Accidents for the Protection of Workers, Residents and General Public." If the Contractor has left the site and the site is considered unsafe the Owner may take immediate action for the benefit of the residents and public and will back charge the Contractor.**

**The Contractor and its Surety shall be fully responsible for any and all cost borne by the Owner to ensure the Health, Safety and Prevention of Accidents and the cost shall first be deducted from the monies owed the Contractor and if there is not adequate funds remaining in the contract the Contractor and/or its Surety shall repay the Owner.**

**In the event that the Contractor fails to take corrective action within the required time frame and the Owner takes action; the Contractor shall be fully responsible for all costs including the cost of any accidents.**

#### 20. WORK RESPONSIBILITY AND PERFORMANCE (RE: PAGE 6, SECTION 16)

The Contractor hereby agrees to hold harmless, indemnify and defend the Owner and his agents, Architects, Engineers and employees while acting within the scope of their duties from and against all liability, claims, damages and cost of defense arising out of the Contractor's performance of the Work, excluding negligence of the Owner and his agents, Architects, Engineers and employees. The Contractor also agrees to require each subcontractor to comply with provisions of this clause for the Project, and further agree to ensure that this clause is in compliance with applicable Contract Insurance provisions.

#### 21. INDEMNIFICATION (RE: PAGE 7, SECTION 16.J)

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's Consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of, or resulting from, performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or

anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

22. JOB OFFICES (RE: PAGE 7, SECTION 17)

Upon completion of the Work, or as directed by the Housing Authority, each prime Contractor shall remove from the site all such temporary structures and facilities placed thereon by him, same to become his property and leave the premises in the condition required by the Contract.

The Contractor and his subcontractors may maintain such office and storage facilities on the site as may be necessary in the proper conduct of the Work. These shall be located so as to cause no interference to any work to be performed on the site. The HOUSING AUTHORITY shall approve such locations.

23. PROJECT SIGNS

Subject to approval of the Housing Authority or Architect and to local regulations, the Contractor and his subcontractors may erect temporary signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect and maintain such signs as may be required by safety regulations and as necessary to safeguard life and property.

24. NOT USED

25. PAYMENTS (RE: PAGE 9, SECTION 27)

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the Owner.

- A. Add the following after 29.(f).(2) The following items shall be considered as overhead:  
insurance other than mentioned under direct cost, supervision, superintendents, timekeepers, clerks, expeditors, watchmen, small tools incidental job burdens and general office expense, and all other items not included in "direct cost".
- B. The Contractor shall notify the Bonding Company that the contract has been changed and a copy of the approved change order shall be mailed and/or emailed upon receipt to the surety.
- C. HUD forms are to be submitted for schedule of values, request of payment, change orders, etc. unless otherwise noted.

Payment Schedule;

Stored Materials – NOT APPLICABLE

Unit Price Schedule – NOT APPLICABLE

Labor – Contractor may request payment on a monthly basis, based on the work completed. After the Architect has determined the work to be complete, he will recommend payment to the Owner. Partial payments for work not completed will not be approved. Final Acceptance will be issued after all work is completed (including Punch List) and accepted.

- D. With each Pay Request submit Certification, See General Conditions Page 9, Section 27e.

26. PAYMENTS (RE: PAGE 9, SECTION 27)

The Contractor shall submit a copy of each Pay Requisition Form to the Bonding Company when he submits it to the Architect. The Bonding Company has Three (3) Days (from date Architect receives Pay Request) to raise questions or voice objections to the processing of the Pay Request.

**The failure of the Contractor to submit the following items by the stipulated time frame may delay release of**

**payment by the Contracting Officer.** The Contractor will be solely responsible for any delays.

- A copy of permits must be submitted prior to issuing a Notice to Proceed.
- A schedule of values must be submitted prior to issuing a Notice to Proceed.
- A copy of Superintendent's Daily Reports must be submitted each month.
- An updated Project Schedule must be submitted to the Architect, Seven (7) Days prior to the scheduled Monthly Construction Meeting or Seven (7) Days prior to the last day of the month, if a meeting is not scheduled.
- Contractor's invoice shall not be more than once monthly and must be submitted to the Architect Seven (7) Days prior to the scheduled Monthly Construction Meeting (1 electronic copy) or Seven (7) Days prior to the last day of the month, if a meeting is not scheduled.

## 27. OPTIONS AND CHANGES (RE: PAGE 10, SECTION 29)

Where, on the Drawings or in the Project Manual, acceptability of optional materials or methods is indicated, it is the privilege of a Contractor or subcontractor to utilize those best suited to the performance of his work. However, these options must be uniform throughout the Work.

In exercising noted options, the Contractor assumes the same responsibility for his elections, and those of his subcontractors as he otherwise assumes under the Contract for materials and methods without options. This responsibility includes, but is not limited to, securing timely deliveries, passing required tests, the adequacy of materials and methods for the intended purpose, the proper joining of work in an acceptable manner, and the coordination of selected options with other work items, all at no change in Contract time or price. Once permissible options are selected and the Architect notified, they become parts of the Contract and must be used throughout the Work, subject to change only by written order of the Housing Authority and the Architect in the manner provided in the General Conditions for "Changes in the Work".

Authorized changes made at the Contractor's request will be at no change in Contract time and price, except as specifically approved by the HOUSING AUTHORITY in writing, and shall be the Contractor's responsibility to fully coordinate with other Work items and space requirements and other contractors. In the event that a requested change requires changes or price increases in another contractor's work, these changes are the responsibility of the prime contractor requesting the change unless otherwise agreed to in writing.

Contractor must assert its right to an adjustment (money and/or time) within required time frame.

Requests for money and/or time shall be made at the same time. After processing of a Change Order for time or money, Contractor shall not make a supplemental request for the other (Owner will not approve).

28.

## FORM HUD-5370, PAGE 10, 29.f INDIRECT COST AND PROFIT

The percentages for indirect cost and profit shall be negotiated and may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the following:

	INDIRECT COST	PROFIT
To the Prime Contractor on work performed by Sub-contractors	-----	10% MAX of subcontractor's Direct Cost
To the first-tier subcontractor on work performed by its subcontractor	-----	10% MAX of subcontractor's Direct Cost
To the Prime Contractor and/or the subcontractor on work performed by its own employees/forces when direct cost is \$5,000	10% MAX of Direct Cost when Direct Cost is \$5,000. or more	10% MAX of Direct Cost

or more.		
To the Prime Contractor and/or the Subcontractor on work performed by its own employees/forces when direct cost is less than \$5,000.	15% MAX OF Direct Cost when Direct Cost is less than \$5,000.	10% MAX of Direct Cost

Indirect Cost: Includes overhead, general and administrative expenses and fringe benefits normally not treated as direct cost.

Direct Cost: Includes materials, transportation, labor breakdown by hours, construction equipment exclusively necessary for change, cost of revisions to shop drawings, workers compensation and public liability insurance, employment taxes (FICA and FUTA), and bond cost.

Profit: Prime Contractor is not allowed a profit on the profit received by any subcontractor.

EXAMPLE:

Subcontractor

Direct Cost	\$1,000.00
Indirect Cost (15% MAX) of Direct Cost	\$ 150.00
Profit (10% MAX of Direct Cost)	<u>\$ 100.00</u>
Subtotal	\$1,250.00

General Contractor

Profit (10% MAX of Subcontractor's Direct Cost)	<u>\$ 100.00</u>
Total Change Order	\$1,350.00

29. DISPUTES (RE: PAGE 11, SECTION 31)

MEDIATION. Owner and Contractor agree that in the event of a dispute/claim that cannot be resolved between them that an appeal shall first be addressed thru mediation (unless all parties agree to arbitration at the time of appeal). Mediation shall be in advance of binding dispute resolution proceedings. The parties shall share the mediator's fee and any filings equally. The mediation shall be held in Wayne County unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as a settlement agreement and any breach thereof resolved in litigation. If a resolution is not reached through mediation the method of binding dispute resolution shall be litigation.

COSTS OF ENFORCEMENT. Upon any breach of any terms of this Contract by Contractor, in addition to any other rights or remedies granted to Owner hereunder, Contractor shall pay all costs and expenses of Owner (including, without limitation, litigation fees, court costs to enforce the litigation award and reasonable counsel's fees and disbursements and reasonable fees and costs of paralegals) incurred in attempting to enforce the terms of this Contract against Contractor. Owner may deduct such costs and expenses from any sums owed to the Contractor hereunder. The terms of this Section shall survive any termination of this Contract.

30. PROGRESS AND COMPLETION (RE: PAGE 12, SECTION 33)

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

**The Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion or acceptance within the Contract Time.**

### 31. EARLY COMPLETION OF PROJECT

The Contractor may attempt to complete the project prior to the Contract Completion Date. However, such planned early completion shall be for the Contractor's convenience only and shall not create any additional rights of the Contractor or obligations of the Owner under this Contract, nor shall it change the Time for Completion or the Contract Completion Date. The Contractor shall not be required to pay liquidated damages to the Owner because of its failure to complete by its planned earlier date. Likewise, the Owner shall not pay the Contractor any additional compensation for early completion nor will the Owner owe the Contractor any compensation should the Owner, its officers, employees, or agents cause the Contractor not to complete earlier than the date required by the Contract Documents.

### 32. TIME EXTENSIONS DUE TO WEATHER

A rain day is defined as any day that rain exceeds one tenth of one inch (0.1"). The Contractor may only be entitled to extension of the contract period for the number of rain days that exceed the normal number of rain days for the contract period. For the purpose of determining extent of delay attributable to unusual weather, a determination shall be made by comparing the weather for the contract period with the preceding five (5) year climatic range average during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed and on daily weather logs kept on the jobsite by the Contractor, reflecting the effect of the weather on progress of the work and initialed by the Owner's Representative.

Notwithstanding the immediately preceding paragraph, not all rain days above the normal number of rain days will warrant a contract time extension. **Justification for the request for rain related contract time extensions must also be based on the effect of the rain on critical path work activity in progress during the period of the request and additionally be predicated on the Contractor's diligent prosecution of the work.**

Time extensions for weather delays DO NOT entitle the Contractor to "extended overhead" recovery and are in all other ways non-compensable. The contract time extension request must incorporate work logs kept at the jobsite by the project superintendent showing the effect of the weather on the progress of the critical path work and the critical path schedule, both initialed by the Owner's project Representative. Provide a critical path analysis to outline direct impact on work scheduled to be performed.

Time extensions for weather delays, acts of God, labor disputes, fire, unavoidable casualties or other delays which are beyond the control of the Owner DO NOT entitle the Contractor to compensable damages for delays.

#### **5 Year Average Number of Rain Days > .1 Inches**

<b>MONTH</b>	<b>5 YR# AVERAGE RAIN DAYS &gt;.1*</b>	<b>Average Rain# Amount per Month in Inches</b>
01 – January	8	5.3
02 – February	7	4.2
03 – March	5	2.5
04 – April	5	2.6
05 – May	7	3.8
06 – June	5	4.4
07 – July	9	9.2
08 – August	7	7.0
09 – September	6	5.4
10 – October	2	2.1
11 – November	3	3.2
12 - December	6	3.9



**\*Pulled from the U.S. Department of Commerce / National Oceanic & Atmospheric Administration // National Environmental Satellite, Data, and Information Service Station Goldsboro AG 1N, NC US GHCND:USC00313503. #5 Year Period = 01/01/2020 through 12/31/2024**

33. CUTTING AND PATCHING (RE: PAGE 13, SECTION 37)

In all cases, cutting and patching shall be the responsibility of the trade contractor whose work requires the cutting and patching. All patching shall be performed by qualified mechanics experienced in the specialty involved, to the standards of the specifications.

34. **The Subcontractor, as an absolute condition precedent to the Contractor's obligation to pay any amount of monies to the Subcontractor, shall on a weekly basis, time being of the essence, submit four (4) properly and fully completed, accurate and executed originals of U.S. Department of Labor, Wage and Hour Division, Payroll WH-347 to the Contractor, for work actually performed prior to the time of such submittal. The Prime Contractor as an absolute condition precedent to the Owner's obligation to pay any amount of monies to the Prime Contractor, shall on a weekly basis, time being of the essence, shall submit four (4) properly and fully completed, accurate and executed originals to the Owner or Architect for work actually performed by Prime and all Sub Contractors prior to time of such submittal. In the event that payrolls corrections, adjustments or modifications are requested more than one (1) time, the Contractor shall pay for additional review time by Owner/Architect.**

35. DAVIS-BACON PREEMPTION RULE: (RE: PAGE 19, SECTION 47A)

In accordance with the final rule published in the Federal Register, Vol. 53, No. 154, August 10, 1988, any State determined prevailing wage rates that exceed the corresponding Federal rate is In applicable and shall not be enforced.

36. AWARD OF CONTRACT BASED ON ALTERNATES – NOT APPLICABLE

37. INSURANCE (RE: PAGE 12, SECTION 36)

**The Contractor, and ALL Subcontractors are required to have the proper insurance coverage before commencing work. The Contractor and All Subcontractors shall have his insurance agent Issue a Certificate of Insurance reflecting limits of coverage as established in form HUD 5370 General Conditions - Section 36. a) (1) (2) (3) b) & c) with a Policy Endorsement which list the Owner and the Architect as additional "named" insured for the project with Waiver of Subrogation and the Cancellation Statement "Coverages under the policies will not be cancelled, reduced or eliminated until at least thirty (30) days after receipt of written notice, by certified mail, return receipt requested, to the insured and the Owner". Provide a Waiver of Subrogation; Submit Form.**

**Policies must meet minimum requirements outlined in specifications. No Subcontractor will be allowed to enter the job site to perform work on behalf of the Contractor until all insurance requirements are completed and submitted.**

38. The Plans and Specifications are not intended to depict each and every detail. As the party in the field, the Contractor shall verify that all conditions are completed to provide a stable and draining site.

39. All construction ruts shall be filled and seeded. Grade with existing grade; grass to match existing. Any grounds disturbed by construction shall be graded smooth, provide top soil fill as needed, straw and seed.

40. MINOR CHANGES IN THE WORK

The designer will have the authority to order minor changes in the work not involving an adjustment in the contract sum or time for completion, and not inconsistent with the intent of the contract documents. Such changes shall be effected by written order, copies to the Owner and shall be binding on the Owner and the Contractor.

41. UNCORRECTED FAULTY WORK

Should the correction of faulty or damaged work be considered inadvisable or inexpedient by the Owner and the designer, the Owner shall be reimbursed by the Contractor. A Change Order will be issued to reflect a reduction in the contract sum.

42. NOT USED.

43. FINAL OBSERVATION: The final observation shall be undertaken when all known work has been completed, after the recognition of all delays, after the submission of all claims, after the submission of all known Change Order proposals

and when all items on the Pre-Final Punch Observation have been completed and contractor submits Request for Final Acceptance.

Preparation for final observation. Before Contractor indicates to Architect and Owner that in his opinion, the work is complete, he shall conduct a thorough inspection of the work of all trades and subcontractors. Architect shall not schedule final observation until the Contractor has furnished written notification to the effect that he has conducted a thorough inspection and corrected all deficiencies. Architect may terminate the final observation if he feels that the work is not completed to the extent indicated by the Contractor.

It is the responsibility of the Contractor to ensure the uninterrupted efforts of the Project Manager, the Project Superintendent, the Subcontractors and their suppliers throughout project closeout.

44. NOT USED.

45. Contractor shall make no claim (whether directly or in the form of a third-party claim) against **Owner or the Architect for errors and omissions related to the design of the Project** unless Contractor shall have first provided both Owner and Architect with a written certification, executed by an independent engineer/architect licensed in the jurisdiction in which the project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such Certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to Owner and Architect Thirty (30) days prior to the institution of such judicial proceedings.

END OF SECTION

Superseded General Decision Number: NC20240110

State: North Carolina

Construction Type: Residential

County: Wayne County in North Carolina.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>Executive Order 14026 generally applies to the contract.</li><li>The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>Executive Order 13658 generally applies to the contract.</li><li>The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</li></ul>

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

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

	Rates	Fringes
BRICKLAYER.....	\$ 18.62	0.00
CARPENTER.....	\$ 17.50 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.63 **	0.00
ELECTRICIAN, Includes Low Voltage Wiring and Alarm Installation.....	\$ 16.30 **	1.04
HVAC MECHANIC (HVAC Duct Installation Only).....	\$ 17.45 **	1.61
IRONWORKER, ORNAMENTAL.....	\$ 15.71 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.89 **	0.00
LABORER: Common or General.....	\$ 10.44 **	0.00
LABORER: Mason Tender - Brick...	\$ 13.32 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.49 **	0.00
LABORER: Pipelayer.....	\$ 11.79 **	0.58
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.50	1.47
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 18.50	1.56
OPERATOR: Bulldozer.....	\$ 16.83 **	0.00
OPERATOR: Grader/Blade.....	\$ 15.83 **	0.00
OPERATOR: Loader.....	\$ 15.12 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 17.45 **	0.00
OPERATOR: Roller.....	\$ 13.55 **	0.00
PAINTER (Brush and Roller).....	\$ 9.87 **	0.00
PAINTER: Spray.....	\$ 9.87 **	0.00
PLUMBER.....	\$ 17.12 **	1.18
ROOFER.....	\$ 14.60 **	0.00
SHEET METAL WORKER.....	\$ 16.75 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.13 **	0.48
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 14.77 **	0.00

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

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

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

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

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rate.

in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

#### Survey Rate Identifiers

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

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

#### State Adopted Rate Identifiers

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination

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

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

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

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

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

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

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

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

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

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

=====  
END OF GENERAL DECISION"

# EMPLOYEE RIGHTS

## UNDER THE DAVIS-BACON ACT

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

#### PREVAILING WAGES

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

#### OVERTIME

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

#### ENFORCEMENT

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

#### APPRENTICES

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

#### PROPER PAY

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

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



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR  
6041C - 84

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)



WH1321 REV 10/17





U. S. Department of Housing and Urban Development  
Region IV  
Office of Labor Standards and Enforcement  
Five Points Plaza  
40 Marietta Street  
Atlanta, Georgia 30303-2806  
<http://www.hud.gov/offices/olr/>

January 15, 2015

## CLARIFICATION ABOUT EXECUTIVE ORDER 13658 DAVIS-BACON WAGE REQUIREMENTS

On February 12, 2014, President Obama signed Executive Order 13658, “Establishing a Minimum Wage for Contractors,” to raise the minimum wage to \$10.10 for all workers on Federal construction and service contracts. Current Davis-Bacon wage decisions include a note about the EO and many of our partners have expressed concern about whether or not it applies to HUD funded, assisted, or financed construction projects for which they are responsible. The short answer is, no, the Executive Order **does not** apply to our grantees, public and Indian housing authorities, or HUD’s new construction / substantial rehabilitation projects under FHA/202/811 programs in the Office of Multifamily Housing.

The Davis-Bacon Act concerns construction contracts to which the federal government is a party. Thus, the Executive Order pertains only to contracts and procurements where the Federal Government is contracting directly with a contractor. Davis-Bacon prevailing wage requirements apply to HUD programs because of provisions included in “Related Acts” such as the U.S. Housing Act of 1937 or The Housing and Community Development Act of 1974, as amended. Under the CDBG program, for example, we may use the term “Davis-Bacon” as a shorthand way of referring to prevailing wage requirements, but to be precise, construction work performed by CDBG recipients is **not** subject to the Davis-Bacon Act proper, but to the “Related Act” (The Housing and Community Development Act of 1974, as amended).

(See Handbook 1344.1, Rev 2, pg. 2-2; <http://portal.hud.gov/hudportal/documents/huddoc?id=13441c2SECH.pdf>).

Similarly, HUD-determined maintenance wage decisions come not from the Davis-Bacon Act but are mandated by provisions of the Housing Act of 1937. Maintenance wage decisions (MWDs) are, for the most part, administered and enforced in a similar manner as Davis-Bacon and Related Acts (DBRA) labor standards in HUD programs. However, MWD requirements and their enforcement must not be confused with the Davis-Bacon Act.

(See Handbook 1344.1, Rev 2, pg 8-1; <http://portal.hud.gov/hudportal/documents/huddoc?id=13441c8SECH.pdf>)

The Department of Labor’s Fact Sheet on the final rule implementing the Executive Order states that, “...any contract covered by the Davis-Bacon Act and its implementing regulations is subject to the Executive Order minimum wage requirement. The Executive Order does not apply, however, to contracts that are subject only to the Davis-Bacon *Related Acts*.”

(<http://www.dol.gov/whd/flsa/eo13658/fr-factsheet.htm>).

**Questions?** Please contact your Labor Specialist:

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/labor\\_standards\\_enforcement/laborrelstf](http://portal.hud.gov/hudportal/HUD?src=/program_offices/labor_standards_enforcement/laborrelstf)

Create strong, sustainable, inclusive communities and quality, affordable homes for all

**LIEN & BOND LAW**  
**NORTH CAROLINA GENERAL STATUTES**  
**CHAPTER 44A**

NC LAW REQUIRES PERSONS FURNISHING LABOR OR MATERIALS IN CONNECTION WITH CERTAIN IMPROVEMENTS TO REAL PROPERTY TO GIVE WRITTEN NOTICE TO THE DESIGNATED LIEN AGENT OF THE OWNER OF THE IMPROVED REAL PROPERTY TO PRESERVE THEIR LIEN RIGHTS.

The Prime Contractor (on the Owner's behalf) shall designate a lien agent; identifying the property and any pre-permit contractors, subcontractors, and design professionals who have worked on the property. Contractor shall include lien agent fee in bid.

LIENSNC.COM provides a web-based on-line system. Any approved system may be used to designate a Lien Agent.

Only limited information is provided here. All contractors, subcontractors and others may see full text at [www.ncga.state.nc.us](http://www.ncga.state.nc.us). See Chapter 44A. You may also want to review Session Law 2012-158, Senate Bill 42 and Session Law 2013-16, House Bill 180.

AN ACT TO REQUIRE PERSONS FURNISHING LABOR OR MATERIALS IN CONNECTION WITH CERTAIN IMPROVEMENTS TO REAL PROPERTY TO GIVE WRITTEN NOTICE TO THE DESIGNATED LIEN AGENT OF THE OWNER OF THE IMPROVED REAL PROPERTY TO PRESERVE THEIR LIEN RIGHTS.

**44A-11-1. Lien agent; designation and duties.**

- (a) With regard to any improvements to real property to which this Article is applicable for which the costs of the undertaking at the time that the original building permit is issued is thirty thousand dollars \$30,000 or more, the owner shall designate a lien agent no later than the time the owner first contracts with any person to improve the real property. Provided, however, that the owner is not required to designate a lien agent for improvements to an existing single-family residential dwelling unit as defined in G.S. 87-15.5(7) that is used by the owner as a residence. The owner shall deliver written notice of designation to its designated lien agent by any method authorized in G.S. 44A-11.2(f), and shall include in its notice the street address, tax map lot and block number, reference to recorded instrument, or any other description that reasonably identifies the real property for the improvements to which the lien agent has been designated. Designation of a lien agent pursuant to this section does not make the lien agent an agent of the owner for purposes of receiving a Notice of Claim of Lien upon Funds or for any purpose other than the receipt of notices to the lien.
- (b) The lien agent shall be chosen from among the list of registered lien agents maintained by the Department of Insurance pursuant to G.S. 58-26-41.

**44A-11.2 Identification of lien agent; notice to lien agent; effect of notice.**

- (a) As used in this section, the term "contact information" shall mean the name, physical and mailing address, telephone number, facsimile number, and electronic mail address of the lien agent designated by the owner pursuant to GS44A-11.1.
- (b) Within seven days of receiving a written request by a potential lien claimant by any delivery method specified in subsection (f) of this section, the owner shall provide a notice to the potential lien claimant containing the contact information for the lien agent, by the same delivery method used by the potential lien claimant in making the request. A potential lien claimant making a request pursuant to this subsection who has not furnished labor at the site of the improvements, or who did so prior to the posting of the contact information for the lien agent pursuant to subsection (d) or (e) of this section, shall have no obligation to give notice to the lien agent under this section until the potential lien claimant has received the contact information from the owner.
- (c) A contractor or subcontractor for improvements to real property subject to G.S. 44A-11.1 shall, within three business days of contracting with a lower-tier subcontractor who is not required to furnish labor at the site of the improvements, provide the lower-tier subcontractor with a written notice containing the contact information for the lien agent designated by the owner. This notice shall be given pursuant to subsection (f) of this section or may be given by including the lien agent contact information in a written subcontract entered into by, or a written purchase order issued to, the lower-tier subcontractor entitled to the notice required by this subsection. Any contractor or subcontractor who has previously received notice of the lien agent contact information, whether from the building permit, the inspections office, a notice from the owner, contractor, or subcontractor, or by any other means, and who fails to provide the lien agent contact information to the lower-tier subcontractor in the time required under this subsection, shall be liable to the lower-tier subcontractor for any actual damages incurred by the lower-tier subcontractor as a result of the failure to give notice.
- (d) For any improvement to real property subject to G.S. 44A-11.1, any building permit issued pursuant to G.S. 160A-417(d) or G.S. 153A-357(e) shall be conspicuously and continuously posted on the property for which the permit is issued until the completion of all construction.
- (e) For any improvement to real property subject to G.S. 44A-11.1, a sign disclosing the contact information for the lien agent shall be conspicuously and continuously posted on the property until the completion of all construction if the contact information for the lien agent is not contained in a building permit or attachment thereto posted on the property.
- (f) In complying with any requirement for written notice pursuant to this section, the notice shall be addressed to the person required to be provided with the notice and shall be delivered by any of the following methods:
  - (1) Certified mail, return receipt requested.
  - (2) Signature confirmation as provided by the United States Postal Service.
  - (3) Physical delivery and obtaining a delivery receipt from the lien agent.
  - (4) Facsimile with a facsimile confirmation.
  - (5) Depositing with a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2).
  - (6) Electronic mail, with delivery receipt.

NOTICE TO LIEN AGENT

- (1) Potential lien claimant's name, mailing address, telephone number, fax number (if available), and electronic mailing address (if available);
- (2) Name of the party with whom the potential lien claimant has contracted to improve the real property described below;
- (3) A description of the real property sufficient to identify the real property, such as the name of the project, if applicable, the physical address as shown on the building permit or notice received from the owner;
- (4) I give notice of my right subsequently to pursue a claim of lien for improvements to the real property described in this notice.

Dated: \_\_\_\_\_

Potential Lien Claimant: \_\_\_\_\_

- (c) For services rendered pursuant to each designation as a lien agent for improvements to real property comprising one- or two-family dwellings, a lien agent may collect a fee of not more than twenty-five dollars (\$25.00) from the owner. For services rendered pursuant to each designation as a lien agent for all other improvements to real property, the lien agent may collect a fee not to exceed fifty dollars (\$50.00) from the owner.

**SECTION 4.** G.S. 87-14(a) is amended by adding a new subdivision to read:

**87-14. Regulations as to issue of building permits.**

- (a) Any person, firm, or corporation, upon making application to the building inspector or such other authority of any incorporated city, town or county in North Carolina charged with the duty of issuing building or other permits for the construction of any building, highway, sewer, grading, or any improvement or structure where the cost thereof is to be thirty thousand (\$30,000) or more shall before being entitled to the issuance of a permit, satisfy the following;

(3) Any person, firm, or corporation, upon making application to the building inspector or such other authority of any incorporated city, town, or county in North Carolina charged with the duty of issuing building permits pursuant to G.S. 160A-417(a)(1) or "G.S. 153A-357(a)(1) for any improvements for which the combined cost is to be thirty thousand dollars (\$30,000) or more, other than improvements to an existing single-family residential dwelling unit as defined in G.S. 87-15.5(7) that the applicant uses as a residence, shall be required to provide to the building inspector or other authority the name, physical and mailing address, telephone number, facsimile number, and electronic mail address of the lien agent designated by the owner pursuant to G.S. 44A-11.1(a).

**44A-23. Contractor's claim of lien on real property; perfection of subrogation rights of subcontractor.**

**SECTION 7.** THIS ACT BECOMES EFFECTIVE April 1, 2013, and applies to improvements to real property affected hereby for which the first furnishing of labor or materials at the site of the improvements is on or after that date.

In the General Assembly read three times and ratified this the 28<sup>th</sup> day of June, 2012.

## **DIVISION 1 - GENERAL REQUIREMENTS**

### **LIST OF DRAWINGS AND PROJECT MANUAL**

#### **DRAWINGS DATED JANUARY 27, 2025**

SHEET NO.	TITLE
C1.0	PROJECT INFORMATION, LEGEND, DRAWING INDEX
S1.0	SITE PLAN, BUILDING SCHEDULE & LEGEND – FAIRVIEW CIRCLE; NC 15-1
S1.1	ENLARGED SITE PLAN – FAIRVIEW CIRCLE; NC 15-1
S2.0	SITE DETAILS, DEMOLITION KEYNOTES, SITE LEGEND – FAIRVIEW CIRCLE; NC 15-1
A1.0	FLOOR PLAN – BLDG. B/12, BLDG KEY PLAN; NC 15-1
A1.1	BUILDING ELEVATIONS – BLDG. B/12; NC 15-1
A2.0	FLOOR PLAN – BLDG. D/12, BLDG. KEY PLAN; NC 15-1
A2.1	BUILDING ELEVATIONS – BLDG. D/12; NC 15-1
A3.0	BUILDING SECTIONS; NC 15-1
PH1.0	PHOTOS – FAIRVIEW CIRCLE; NC 15-1
PH2.0	PHOTOS – FAIRVIEW CIRCLE; NC 15-1
EC1.0	EROSION CONTROL DETAILS

**INDEX**

NOTICE TO BIDDERS  
INDEX  
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ADDITIONAL INSTRUCTIONS TO HUD-5369  
FORM OF BID  
MINORITY PARTICIPATION STATEMENT  
BID BOND  
NON-COLLUSIVE AFFIDAVIT  
REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS OF BIDDERS – HUD-5369A  
CONTRACTOR'S QUALIFICATION STATEMENT  
E-VERIFY REQUIREMENTS AND AFFIDAVIT  
FORM OF CONTRACT  
DIRECTIONS FOR PREPARATION OF PERFORMANCE AND PAYMENT  
BONDS  
FORM OF PERFORMANCE AND PAYMENT BOND  
GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS -  
PUBLIC HOUSING PROGRAMS HUD-5370  
SUPPLEMENTAL GENERAL CONDITIONS  
DAVIS BACON WAGE RATES – RESIDENTIAL  
LIEN AND BOND LAW

**DIVISION 1 - GENERAL REQUIREMENTS**

**DOCUMENT 000115 - LIST OF DRAWINGS AND PROJECT MANUAL**

Goldsboro Inspections Department Letter dated July 1, 2016  
City of Goldsboro Inspection Dept. Business Registration Application  
City of Goldsboro Demolition Permit Application  
NCDHHS – Asbestos Permit Application and Notification for Demolition/Renovation – DHHS 3768  
NCDHHS – Instructions for Asbestos Permit Application and Notification for Demolition/Renovation  
NCDHHS – North Carolina Asbestos Waste Shipment Record – DHHS 3787  
NCDHHS – Instructions for Asbestos Waste Shipment Record  
Lead Safe Housing Rule and the Renovation, Repair and Painting Rule  
Lead-Based Paint Testing Report – Fairview Apartments Buildings 906, 908, 920 and 922 Fairview Circle by  
One Source Environmental, Dated October 13, 2023 (partial report)  
Asbestos  
Asbestos Inspection Report – Fairview Apartments Buildings 906, 908, 920 and 922 Fairview Circle by One  
Source Environmental, Dated September 18, 2023 (partial report)  
Contractors/Subcontractors Asbestos Free Certification & Warranty  
SECTION 004000 – Minority Policy  
SECTION 004100 – Section 3  
SECTION 011000 – Summary  
SECTION 012100 – Allowances  
SECTION 013100 - Project Management and Coordination and Submittal Register  
SECTION 014500 - Cutting and Patching  
SECTION 015000 – Temporary Facilities and Controls  
SECTION 017419 – Construction Waste Management and Disposal  
SECTION 017700 – Closeout Procedures  
SECTION 017707 - Warranties and Bonds  
SECTION 017839 – Project Record Documents

**DIVISION 2 - SITE WORK**

SECTION 024116 – Structure Demolition  
SECTION 024116A – Cleanout Plug Detail

**DIVISION 31 - EARTHWORK**

SECTION 311000 – Site Clearing  
SECTION 312000 – Earth Moving

**DIVISION 32 - EXTERIOR IMPROVEMENTS**

SECTION 321216A - Asphaltic Concrete Paving

SECTION 321217 - Fiber Reinforced Portland Cement Concrete Paving

SECTION 329200 -- Turf and Grasses

Inspections Department  
July 1, 2016

### Dear Business Owner or Manager Only:

As a business owner or manager, you are an important part of the character and vitality of the City of Goldsboro. Effective July 1, 2016 any business operating within the boundaries of the City may be required to complete a Business Registration application. This includes businesses that are home-based, a sole proprietorship, partnership, LLC, corporation, or are full or part-time. The annual Business Registration fee of \$20 is beneficial to assist in the management of the City's zoning and public safety responsibilities.

If your business **has not** relocated within the past three years and had no change in ownership please complete the Business Registration application on the reverse side of this letter and return it with your \$20 payment to the address noted above marked for Inspections Department. We will enter your application and mail your certificate for your business for year July 1, 2016 thru June 30, 2017.

If your business **has** moved or had a change of ownership within the past three years please complete the application on the reverse side of this letter and bring it to the Inspections Department. All businesses that have moved or had a change of ownership are required to have a fire inspection. The fee for a Fire permit is \$65.

Operating a business without a Business Registration is a violation of the City of Goldsboro Code of Ordinance (Ordinance 2016-32). The City will conduct random checks of businesses to make sure that they are in compliance with City Codes as governed by state law and city ordinances.

We look forward to working with you and we hope that each of you has a very prosperous year conducting your business in the City of Goldsboro.

Inspections Department

**\*\*If you have any questions or need further information regarding the new Business Registration process please call (919) 739-7493.**



**CITY OF GOLDSBORO Inspections Dept.  
Business Registration Application**

200 N. Center St., Goldsboro, NC 27530

Ph: (919) 580-4385 Fax: (919) 580-4315

Application Date: \_\_\_\_\_

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

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

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

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

Phone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

Business or Personal E-Mail: \_\_\_\_\_

Federal Tax ID or Social Security No.: \_\_\_\_\_

Description of Business: \_\_\_\_\_

Location of Business named above: Commercial location: \_\_\_\_\_ Home Based Business \_\_\_\_\_

(If licensed by the State of North Carolina, provide the following information)

Contractor Type: \_\_\_\_\_ State License No. \_\_\_\_\_ Exp. Date \_\_\_\_\_

Owner's Name: \_\_\_\_\_

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

**Business Registration Fee: \$20 (Expires 6/30/2025)**

**Total: \_\_\_\_\_**

Under penalty prescribed by law, I hereby affirm that the information provide on this application, is true to the best of my knowledge and belief.

Signed: \_\_\_\_\_

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

(All applications must be signed)

**FOR OFFICE USE ONLY**

Date: \_\_\_\_\_ Received By: \_\_\_\_\_ Amt. Rec'd. \_\_\_\_\_

This application must be filed with the Inspections Department prior to opening a new business and renewed annually, thereafter. Upon receipt of payment and approval of application, a registration certificate will be issued. Certificate should be posted at your business location. The fee is to be paid by the applicant at the time of submittal.

# DEMOLITION PERMIT APPLICATION

City of Goldsboro – 200 N. Center Street, Goldsboro, NC 27530

Phone: (919) 580-4389 or (919) 580-4385

Fax: (919) 580-4315

Permit # \_\_\_\_\_ (For Office Use Only)      Date: \_\_\_\_\_

**Please circle one:** Residential or Commercial      Square Footage \_\_\_\_\_

**NOTE: A STATE PERMIT IS REQUIRED FOR ALL COMMERCIAL DEMOLITIONS**

ADDRESS OF DEMOLITION: \_\_\_\_\_

Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Owner Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

DEMOLITION CONTRACTOR: \_\_\_\_\_ State License # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Cost of Demolition, Clean up, Leveling, Seeding Lot, Grade property for proper drainage and reseed, flag and cap sewer line at main connection: \$ \_\_\_\_\_**

Demolition Permit Basic Fees: Residential: \$100.00 or Commercial: \$125.00

(plus a \$15.00 technology fee which is added to all permits)

Plus

\$1,000.00 cash bond, to be posted at time of permit issuance, unless you are a licensed/insured contractor

(in which case, a copy of your insurance information must be submitted)

TOTAL PERMIT FEE \_\_\_\_\_

An Asbestos Inspection Report prepared by an NC Accredited Asbestos Inspector must be provided with application to demolish any building. It is the contractor's responsibility to properly notify the Department of Health and Human Services Division of Public health – Health Hazards Control Unit at least ten (10) working days before the demolition is to begin whether or not the building is known to contain asbestos.

PLEASE NOTE – Failure on the part of the property owner or his contractor (whomever applied for the permit) to completely demolish, remove all debris, grade for proper drainage, reseed, **flag and cap sewer line at main** within sixty (60) days of obtaining a demolition permit shall be cause for forfeiture of the \$1000.00 demolition bond. **YOU MUST CALL FOR PROPER INSPECTIONS.**

I hereby certify that the information on this application is correct and that all work in connection with the above referenced job will be performed under my supervision and that such work complied with the requirement of the NC State Building Codes and applicable City of Goldsboro Ordinances.

I have read and understand the above requirements that must be met in order for any \$1000 Bond to be returned to me.

Contractor/Applicant \_\_\_\_\_ Date: \_\_\_\_\_

[illegible]

## ASBESTOS PERMIT APPLICATION AND NOTIFICATION FOR DEMOLITION/RENOVATION

<b>9. INSPECTION INFORMATION</b> (Include five digit NC HHCU assigned accreditation number)																											
Inspector Name:		NC Accreditation Number:																									
Date of Inspection:	Samples Collected: <input type="checkbox"/> Yes ; <input type="checkbox"/> No	Samples Analyzed: <input type="checkbox"/> PLM <input type="checkbox"/> TEM																									
Materials May Be Assumed ACM for Renovation/Removal Purposes: Assumed ACM: <input type="checkbox"/> Yes ; <input type="checkbox"/> No																											
<b>10. SCOPE OF WORK FOR ASBESTOS REMOVAL AND/OR DEMOLITION:</b>																											
<b>11. ASBESTOS REMOVAL/DEMOLITION WORK PRACTICES:</b> (Check all that apply) <table style="width: 100%; margin-top: 10px;"> <tr> <td colspan="2" style="text-align: center;"><u>ASBESTOS REMOVAL</u></td> <td colspan="2" style="text-align: center;"><u>DEMOLITION</u></td> </tr> <tr> <td><input type="checkbox"/> Containment</td> <td><input type="checkbox"/> Remove Intact</td> <td><input type="checkbox"/> Negative Pressure</td> <td><input type="checkbox"/> Bulldozer/Loader</td> </tr> <tr> <td><input type="checkbox"/> Wet Methods</td> <td><input type="checkbox"/> Rotating Blade Roof Cutter</td> <td><input type="checkbox"/> Dry Removal</td> <td><input type="checkbox"/> Wrecking Ball</td> </tr> <tr> <td><input type="checkbox"/> Strip &amp; Removal</td> <td><input type="checkbox"/> Mechanical Chipping</td> <td><b>Requires Prior Written</b></td> <td><input type="checkbox"/> Impulse</td> </tr> <tr> <td><input type="checkbox"/> Glove Bag</td> <td><input type="checkbox"/> Component Removal</td> <td><b>Approval from HHCU;</b></td> <td><input type="checkbox"/> Live Burn Training (<b>see #11 of the attached Instructions</b>)</td> </tr> <tr> <td><input type="checkbox"/> Other - Explain Below</td> <td><input type="checkbox"/> Mechanical Buffer</td> <td><b>Attach copy of approval letter.</b></td> <td></td> </tr> </table>				<u>ASBESTOS REMOVAL</u>		<u>DEMOLITION</u>		<input type="checkbox"/> Containment	<input type="checkbox"/> Remove Intact	<input type="checkbox"/> Negative Pressure	<input type="checkbox"/> Bulldozer/Loader	<input type="checkbox"/> Wet Methods	<input type="checkbox"/> Rotating Blade Roof Cutter	<input type="checkbox"/> Dry Removal	<input type="checkbox"/> Wrecking Ball	<input type="checkbox"/> Strip & Removal	<input type="checkbox"/> Mechanical Chipping	<b>Requires Prior Written</b>	<input type="checkbox"/> Impulse	<input type="checkbox"/> Glove Bag	<input type="checkbox"/> Component Removal	<b>Approval from HHCU;</b>	<input type="checkbox"/> Live Burn Training ( <b>see #11 of the attached Instructions</b> )	<input type="checkbox"/> Other - Explain Below	<input type="checkbox"/> Mechanical Buffer	<b>Attach copy of approval letter.</b>	
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<input type="checkbox"/> Other - Explain Below	<input type="checkbox"/> Mechanical Buffer	<b>Attach copy of approval letter.</b>																									
<b>12. ASBESTOS WASTE TRANSPORTER # 1</b>																											
Name:																											
Address:																											
City:	State:	Zip:																									
Contact Person:		Contact Phone:																									
<b>ASBESTOS WASTE TRANSPORTER # 2</b>																											
Name:																											
Address:																											
City:	State:	Zip:																									
Contact Person:		Contact Phone:																									
<b>13. ASBESTOS WASTE DISPOSAL SITE</b>																											
Name:																											
Location:																											
City:	State:	Zip:																									
Contact Person:		Contact Phone:																									
<b>14. IF DEMOLITION ORDERED BY GOVERNMENT AGENCY, PLEASE IDENTIFY THE AGENCY BELOW: (ATTACH COPY OF ORDER)</b>																											
Name:		Title:																									
Authority:																											
Date Ordered (MM/DD/YY):		Date Demolition Ordered to Begin (MM/DD/YY):																									
<b>15. I AM APPLYING FOR AN EMERGENCY RENOVATION PERMIT AND A WAIVER OF THE TEN WORKING DAY NOTIFICATION PERIOD:</b> <input type="checkbox"/> Yes; <input type="checkbox"/> No (If Yes, attach letter)																											

**ASBESTOS PERMIT APPLICATION AND NOTIFICATION  
FOR DEMOLITION/RENOVATION**

16. AMOUNT OF ACM NOT TO BE REMOVED (Indicate whether LF, SF, or CF)						
Category I:		Category II:				
17. RACM MATERIALS TO BE REMOVED AND ASSESSMENT OF FEES						
TYPE OF RACM	AMOUNT X \$.10 = FEE	TYPE OF RACM	AMOUNT X \$.20 = FEE			
Flooring/Mastic: _____ sf	x .10 = \$ _____	Pipe Insulation (TSI): _____ lf	x .20 = \$ _____			
Ceiling Tile: _____ sf	x .10 = \$ _____	Boiler Insulation (TSI): _____ sf	x .20 = \$ _____			
Cementitious - Roofing/Siding/Panels: _____ sf	x .10 = \$ _____	Surfacing Material: _____ sf	x .20 = \$ _____			
Roofing: _____ sf	x .10 = \$ _____	Other: _____ sf/cf	x .20 = \$ _____			
Other: _____ sf/cf	x .10 = \$ _____					
(e.g., drywall/joint compound Wallboard System)						
TOTAL (A) _____ sf	x .10 = \$ _____	TOTAL (B) _____ lf/sf/cf	x .20 = \$ _____			
18. TOTAL LF TO BE REMOVED:		TOTAL SF TO BE REMOVED:	TOTAL CF TO BE REMOVED:			
19. FEES DUE						
(a) TOTAL # 17(A) + # 17 (B) = \$ _____						
(b) ASBESTOS REMOVAL CONTRACT PRICE = \$ _____ X .01 (1%) = \$ _____						
TOTAL FEES FOR ASBESTOS REMOVALS PRIOR TO DEMOLITION SHALL NOT EXCEED \$1,500.00. CHECK HERE, IF APPLICABLE [ ]						
RESIDING HOMEOWNERS ARE EXEMPT FROM PERMIT FEES. CHECK HERE, IF APPLICABLE [ ]						
(c) TOTAL FEE DUE = \$ _____ (Whichever is greater, (a) or (b) above)						
20. I, AN OWNER OR OPERATOR OF THE DEMOLITION/RENOVATION ACTIVITY, HEREBY CERTIFY THAT THE INFORMATION SUBMITTED IS ACCURATE TO THE BEST OF MY KNOWLEDGE, AND THAT IN THE EVENT THAT UNEXPECTED RACM IS FOUND OR ACM BECOMES RACM, THE NORTH CAROLINA ASBESTOS HAZARD MANAGEMENT PROGRAM WILL BE NOTIFIED. I FURTHER CERTIFY THAT THIS PROJECT WILL BE CONDUCTED IN ACCORDANCE WITH 40 CFR PART 61, SUBPART M (NESHAP) AND 10A NCAC 41C SECTION .0600 (NC ASBESTOS HAZARD MANAGEMENT PROGRAM RULES).						
NAME: _____ TITLE: _____						
COMPANY NAME: _____						
STREET ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____						
PO BOX: _____ CITY: _____ STATE: _____ ZIP: _____						
ORIGINAL SIGNATURE: _____ DATE: _____						
NOTE: Please complete with mailing address. The completed/approved permit/notification will be mailed to the signatory of this block at the mailing address indicated.						
THE US ENVIRONMENTAL PROTECTION AGENCY HAS DELEGATED NESHAP ADMINISTRATIVE AND ENFORCEMENT RESPONSIBILITY TO LOCAL ENVIRONMENTAL AGENCIES IN THE FOLLOWING NORTH CAROLINA COUNTIES: BUNCOMBE, FORSYTH, AND MECKLENBURG. FOR FURTHER INFORMATION REGARDING LOCAL REQUIREMENTS, PLEASE CONTACT:						
<table style="width: 100%; border: none;"><tr><td style="width: 33%; vertical-align: top;">Buncombe County WNC Regional Air Pollution Control Agency 125 Lexington Ave., Suite 101 Asheville, NC 28801 828/250-6777</td><td style="width: 33%; vertical-align: top;">Forsyth County Environmental Affairs Department 537 North Spruce Street Winston-Salem, NC 27101 336/703-2440</td><td style="width: 33%; vertical-align: top;">Mecklenburg County Land Use and Environmental Services Agency—Air Quality 2145 Suttle Avenue Charlotte, NC 28208 704/336-5430</td></tr></table>				Buncombe County WNC Regional Air Pollution Control Agency 125 Lexington Ave., Suite 101 Asheville, NC 28801 828/250-6777	Forsyth County Environmental Affairs Department 537 North Spruce Street Winston-Salem, NC 27101 336/703-2440	Mecklenburg County Land Use and Environmental Services Agency—Air Quality 2145 Suttle Avenue Charlotte, NC 28208 704/336-5430
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PLEASE SUBMIT PROPERLY COMPLETED APPLICATION FORM WITH APPLICABLE PERMIT FEES TO THE FOLLOWING ADDRESS:

**FOR US MAIL DELIVERY:**  
**HEALTH HAZARDS CONTROL UNIT**  
**NCDHHS-DIVISION OF PUBLIC HEALTH**  
**1912 MAIL SERVICE CENTER**  
**RALEIGH, NC 27699-1912**  
**TELEPHONE: 919-707-5950**

**FOR EXPRESS DELIVERY SERVICES OTHER THAN US MAIL:**  
**5505 SIX FORKS ROAD, 2nd FLOOR, Room D-1**  
**RALEIGH NC 27609**

# INSTRUCTIONS

## ASBESTOS PERMIT APPLICATION AND NOTIFICATION FOR DEMOLITION/RENOVATION (FORM DHHS 3768 – Revised 4/16)

**PURPOSE:** This form serves as an application for an asbestos removal permit (10A NCAC 41C .0600) and as a National Emission Standard for Hazardous Air Pollutants (NESHAP) notification of demolition and/or renovation in the state of North Carolina. An approved permit is required to be displayed on site for all asbestos removals of more than 35 cubic feet, 160 square feet or 260 linear feet of regulated asbestos containing material or asbestos containing material that may become regulated during handling.

**PREPARATION:** All information pertinent to the removal, renovation and/or demolition must be completed by the building owner/operator or designee and submitted with applicable permit fees to:

**FOR US MAIL DELIVERY:**  
Health Hazards Control Unit  
NCDHHS-Division of Public Health  
1912 Mail Service Center  
Raleigh, NC 27699-1912

**FOR EXPRESS DELIVERY SERVICES OTHER THAN US MAIL:**  
5505 Six Forks Road, 2nd Floor, Room D-1  
Raleigh, NC 27609

1. **TYPE:** Indicate the type of notification, i.e., Asbestos Removal, Emergency Asbestos Removal, Nonscheduled Asbestos Removal, Demolition, Ordered Demolition

2. **IS ASBESTOS PRESENT:** Indicate whether asbestos is present by checking Yes or No.

3. **FACILITY INFORMATION:** Enter the name of the owner of the facility, the owner's mailing address including box number, street, city, state, zip code, contact person, and telephone number of contact person.

Operator will include those acting as agent for or representatives of the owner of the facility, such as property manager, architect, general contractor, or engineering or consulting firm. Complete the name of the operator and the operator's mailing address including box number, street, city, state, zip code, contact person and the contact person's telephone number.

If regulated asbestos containing materials (RACM) are to be removed, complete the name of the asbestos removal contractor, the contractor's mailing address including box number, street, city, state, zip code, contact person and telephone number for contact person.

Where demolition of the facility immediately follows the removal of RACM, complete the demolition contractor's name, the demolition contractor's mailing address including box number, street, city, state, zip code, contact person and telephone number for contact person.

When no asbestos removal is required prior to demolition, complete the owner, operator, and demolition contractor information as appropriate.

**Supervising Air Monitor:** Enter the name of the NC accredited supervising air monitor and the supervising air monitor's NC accreditation number if applicable.

**Abatement Designer:** Required for all individually permitted asbestos removals conducted in public areas consisting of more than 3000 square feet (281 square meters), 1500 linear feet (462 meters), or 656 cubic feet (18 cubic meters) of RACM.

4. **FACILITY DESCRIPTION:** Complete the building name of the facility to be renovated or demolished, the physical address including street number, street name, city, state, and county. Asbestos removal site location should include the building number, floor number and room number(s). Complete building size in square feet, number of floors in building, the age of the building, and its present use, prior use, and future use.

5. **SCHEDULED DATES - NONSCHEDULED ASBESTOS REMOVAL:** A nonscheduled Asbestos Removal is an asbestos removal required at any installation by the routine failure of equipment, which is expected to occur within a calendar year (Jan. 1 - Dec. 31). The amounts of RACM to be removed during this period are expected to exceed 35 cubic feet, 160 square feet, or 260 linear feet. **This notification is required to be submitted at least 10 working days prior to the new calendar year.**

6. **SCHEDULED DATES - ASBESTOS REMOVAL:** Complete the asbestos removal start date and the asbestos removal complete date. Start date means the date on which activities on a permitted asbestos removal requiring the use of accredited workers and supervisors begin, including removal area isolation and preparation or any other activity which may disturb asbestos containing materials. **This notification is required to be submitted at least 10 working days prior to the start date.**

7. **SCHEDULED DATES - DEMOLITION:** Complete the demolition start date and the demolition complete date. See definition of "Start Date" in #6 above. **This notification is required to be submitted at least 10 working days prior to the start date.**

8. **WORK SCHEDULE:** Circle all days when asbestos removal activities are to occur. Enter the working hours that asbestos removal activities will be conducted (i.e., 7:30 AM - 5:00 PM).

9. **INSPECTION INFORMATION:** Enter the North Carolina accredited inspector's name and North Carolina accreditation number. This information is required for demolitions. Enter date(s) the inspection was conducted; indicate yes or no for Samples Collected; if Samples Collected is yes, then indicate the analytical method used to analyze the samples. Materials may be assumed to be RACM in lieu of an inspection for purposes of asbestos removals.
10. **SCOPE OF WORK FOR ASBESTOS REMOVAL AND/OR DEMOLITION:** Enter a brief description of the asbestos removal and/or demolition (i.e., remove 300 lf of pipe insulation from crawl space. Demolish cafeteria building using heavy equipment).
11. **ASBESTOS REMOVAL/DEMOLITION WORK PRACTICES:** Check all appropriate boxes. Provide a complete explanation of work practices to be followed if "other" is checked. NOTE: Dry removal requires prior written approval from the HHCU. Attach copy of approval letter to completed application.  
**FOR LIVE FIRE BURNS ONLY:** If the building is to be demolished by burning, you must also contact the NC Department of Environment and Natural Resources, Division of Air Quality (DAQ) for information on additional DAQ notification requirements. Please contact your DAQ regional office for more information (phone numbers are listed at <http://daq.state.nc.us/about/regional>) or call 919-733-1477.
12. **ASBESTOS WASTE TRANSPORTER #1:** Complete the name, mailing address, including city, state, zip code, contact person and contact person's telephone number for the waste transporter contracted to transport the waste to an approved landfill.  
**ASBESTOS WASTE TRANSPORTER #2:** Complete the name, mailing address, including city, state, zip code, contact person and the contact person's telephone number for the waste transporter contracted in conjunction with or separately from Waste Transporter #1.
13. **ASBESTOS WASTE DISPOSAL SITE:** Complete the name and location of the waste disposal site where the asbestos containing waste will be disposed including the street, route, or highway of the waste facility, city, state, zip code, contact person at the waste disposal site, and contact person's telephone number.
14. **IF DEMOLITION ORDERED BY GOVERNMENT AGENCY:** Complete the name, title, authority, the date of the order and the date the demolition is ordered to begin. Attach a copy of the order to the completed permit application/notification.
15. **APPLYING FOR AN EMERGENCY RENOVATION PERMIT:** Attach a letter from the owner or operator stating the date and hour the emergency occurred. Describe the sudden, unexpected event resulting in the emergency. Explain how the event caused unsafe conditions or would cause equipment damage or an unreasonable financial burden.
16. **AMOUNT OF ACM NOT TO BE REMOVED:** Enter the amounts of ACM in the affected part of the facility that will not be removed.
17. **RACM MATERIALS TO BE REMOVED AND ASSESSMENT OF FEES:** Complete the corresponding blanks with the amounts of Regulated Asbestos Containing Material(s) (RACM) being removed at the site. When RACM to be removed is greater than 35 cubic feet, 160 square feet and/or 260 linear feet, compute the fees as outlined on the form. Complete totals (A) and (B).  

To calculate fees for joint compound used in sheetrock/drywall wallboard systems, use 10% of the total square footage of sheetrock/drywall to be removed (example: 1600 Total SF of wall x .10 = 160 x \$0.10/SF = \$16.00 in fees).

To calculate fees for RACM Category I roofing cut by a rotating blade cutter, divide the total square footage of the roof by 5,580. Multiply this number by 160. The resulting number is then multiplied by \$.10 to get the total permit fee. (example: Roof Area 22,320 square feet / 5,580 = 4 x 160 x \$0.10 = \$64.00 fees).
18. **TOTAL LF/SF/CF TO BE REMOVED:** Enter the total linear feet, total square feet, and total cubic feet from #17. For drywall/joint compound wallboard systems or Category I roofing materials enter the total SF of material to be removed, not the amount used to calculate the fee.
19. **FEES DUE:** (a) Total #17.(A) + Total #17.(B) and enter amount. (b) Enter asbestos removal contract price and multiply by 0.01 (1%) and enter total. Enter total fee due, whichever is greater, (a) or (b). NOTE: The maximum fee due for asbestos removal prior to demolition is \$1,500.00. Residing Homeowners are exempt from permit fees.
20. **CERTIFICATION:** Enter all information requested. **Only notifications completed in permanent media with original signature will be considered.**

**NOTE:** All owners and operators are responsible for the information on the permit/notification.

**Checks should be made payable to: NCDHHS - Health Hazards Control Unit**

Upon approval of the Application/Notification, an HHCU Permit Number will be assigned to the removal project and a one-page project Permit will be returned to the applicant. The project Permit/Notification and all revisions must be on-site and available for review throughout the duration of the project.

### **For Additional Forms and Information**

Please contact the Health Hazards Control Unit at 919-707-5950 **OR** go to our website at:

<http://epi.publichealth.nc.gov/asbestos/ahmp.html>

## NORTH CAROLINA ASBESTOS WASTE SHIPMENT RECORD

1. Waste Generator/Owner Name and Address:		Work Site Name and Physical Address:	Waste Generator/Owner Phone Number:  ( )
2. Contractor Name and Address:		Contractor Phone Number:  ( )	
3. Waste Disposal Site (WDS) Name, Mailing Address:		WDS Physical Site Location:  NC Landfill Permit #:	WDS Phone Number:  ( )
4. Name of Responsible Agency: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Forsyth Co. Environmental Affairs Dept. <input type="checkbox"/> Mecklenburg Co. Land Use &amp; Env. Svs. Ag.- Air Quality <input type="checkbox"/> NC DHHS - Health Hazards Control Unit <input type="checkbox"/> WNC Regional Air Pollution Control Agency</div><div>Permit #: _____ Start Date: _____</div><div>NESHAP (ACTS) ID #: _____ Completion Date: _____</div></div>			
5. Description of materials:			
6. Containers Number: _____  Type: _____	Vehicle: _____	<b>NA2212, ASBESTOS, 9, III, RQ</b>	7. Total Quantity (yd <sup>3</sup> )m <sup>3</sup> :
8. Special Handling Instructions and Additional information:			
<b>EMERGENCY CONTACT: DIVISION OF EMERGENCY MANAGEMENT (1-800-858-0368)</b>			
9. CONTRACTORS CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packaged, marked, and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national government regulations.  Printed/Typed Name & Title: _____  Signature: _____ Date (MM/DD/YY): _____			
10. Transporter 1 (Acknowledgment of Receipt of Materials):  Printed/Typed Name & Title: _____  Address: _____ Phone Number: _____  Signature: _____ Date (MM/DD/YY): _____			
11. Transporter 2 (Acknowledgment of Receipt of Materials):  Printed/Typed Name & Title: _____  Address: _____ Phone Number: _____  Signature: _____ Date (MM/DD/YY): _____			
12. Discrepancy Indication Space:			
13. Waste Disposal Site:      Owner or Operator Certification of Receipt of Asbestos Materials Covered by this Manifest, Except as Noted in Item #12.  Printed/Typed Name & Title: _____ Total Weight (Tons): _____  Signature: _____ Date (MM/DD/YY): _____			



**INSTRUCTIONS**  
**DHHS 3787 - Revised 3/16**

**PURPOSE:** This form serves as an Asbestos Waste Shipment Record (WSR) to be completed whenever disposing of permissible asbestos containing materials in an approved disposal site. This form is required to be completed by the Waste Generator/Owner and Contractor under 10A NCAC 41C .0609 (40 CFR, Part 61, Subpart M). A copy of this form shall be retained by the Waste Generator/Owner, the Contractor, the Transporter, and the Waste Disposal Site for permanent records of disposal of permissible asbestos containing materials as required by 40 CFR Part 61, Subpart M, Section 61.150(d)(1). One copy of this form shall be provided to the Health Hazards Control Unit at the address below pursuant to 10A NCAC 41C .0605(j).

**PREPARATION:** All pertinent information regarding the Waste Generator/Owner, the Contractor, the Transporter and the Waste Disposal Site (WDS) should be completed and retained as indicated above.

**WASTE GENERATOR/OWNER SECTION (ITEMS 1-9)**

1. Enter the name of the facility at which the asbestos waste is generated and the physical address of the facility. In the appropriate spaces, enter the name of the facility owner, mailing address and the owner's phone number.
2. If a demolition or renovation, enter the name and address of the company and authorized agent responsible for performing the asbestos removal. In the appropriate spaces, also enter the phone number of the contractor.
3. Enter the name, mailing address, and physical site location of the waste disposal site (WDS) that will be receiving the asbestos materials. In the appropriate spaces, enter the NC Landfill Permit # of the WDS and phone number of the WDS. Enter on-site if the waste will be disposed of on the generator's property.  
  
All regulated asbestos materials must go to an approved landfill as per the Solid Waste Management Division regulations and amendments.
4. Indicate the name of responsible agency by placing an "x" in the corresponding [ ]. Based upon the responsible agency's requirements, enter the start date and the completion date for the asbestos removal project. Also enter the permit number and/or NESHAP (ACTS) ID number as applicable.
5. Indicate the types of asbestos waste materials generated by entering: "F" for friable asbestos material and/or "NF" for non-friable asbestos material, followed by a detailed description of the type of asbestos waste materials, i.e. sprayed-on/troweled-on material, ceiling tile, floor tile, pipe insulation, boiler insulation, etc.
6. Enter the number of containers used to transport the asbestos materials listed in item 5. Enter one of the following codes for the containers used in transporting each type of asbestos material (specify any other type of container used if not listed below). Enter one of the following codes for the type of vehicle used to transport the asbestos materials (specify any other type of vehicle if not listed below).

<u>Containers</u>	<u>Vehicles</u>
DM - Metal drums, barrels	OD - Open Dumpster
DP - Plastic drums, barrels	CD - Closed Dumpster
BA - 6 mil Plastic bags or wrapping	DT - Dump Truck
	TT - Tractor Trailer

7. Enter the quantities of each type (F and/or NF) of asbestos material removed in units of cubic yards (cubic meters).
8. Use this space to indicate special transportation, treatment, storage or disposal or Bill of Lading information. If an alternative waste disposal site is designated, note it here. Emergency response telephone numbers or similar information may be included here.
9. The authorized agent of the contractor must read and then sign and date this certification. The date should be the date of receipt by the transporter.

**TRANSPORTER SECTION (ITEMS 10 & 11)**

- 10 & 11. Enter name, address, and telephone number of each transporter used, if applicable. Print or type the full name and title of person accepting responsibility and acknowledging receipt of materials as listed on this Waste Shipment Record for transport. Enter signature and date of receipt. Add additional pages if necessary.

**DISPOSAL SITE SECTION (ITEMS 12 & 13)**

12. The authorized representative of the WDS must note in this space any discrepancy between waste described on the manifest and waste actually received, as well as any improperly enclosed or contained waste. Any rejected materials should be listed and destination of those materials provided. A site that converts asbestos-containing waste material to non-asbestos material is considered a WDS.
13. The signature (by hand) of the authorized WDS agent indicates acceptance and agreement with statements on this manifest except as noted in Item 12. The WDS agency should complete the Total Weight (in tons) of the amount of asbestos-containing waste received. The date should be the date of signature and receipts of shipment.

**NOTE:** The WDS must send a completed copy of the WSR to the contractor and waste generator/owner listed in Item 2 within 30 days after receipt of the waste per 40 CFR Part 61, Subpart M, Section 61.154(e)(2).

**REORDER:**

Copies are available at the following website: <http://epi.publichealth.nc.gov/asbestos/forms.html>

Bulk orders for additional forms may be ordered from: NC Department of Health and Human Services  
Health Hazards Control Unit  
1912 Mail Service Center  
Raleigh, NC 27699-1912  
Phone: 919/707-5950 FAX: 919/870-4808

**LEAD SAFE HOUSING RULE AND THE RENOVATION, REPAIR AND PAINTING RULE**

**GENERAL:** The project involves demolition of existing buildings and the building is believed to contain Lead Based Paint.

**NOTE:** The Project Designer is NOT a Lead Based Paint Designer for purposes of abatement or demolition and it is not the purpose of this description to tell Contractors how to comply or what to do.

The Housing Authority has identified the buildings in this contract as having a Date of First Availability of:

Project NC 15-1

Date 1951

Information on requirements for demolition may be obtained from N.C. Department of Health and Human Services (DHHS), Division of Public Health, Health Hazards Control Unit (HHCU) by calling (919) 707-5950 or by visiting the website.

Additional information is available on EPA's website: [www.epa.gov/lead](http://www.epa.gov/lead).

Attached for Reference Only is partial testing that the Housing Authority has performed in accordance with HUD Regulations at the time of testing. Testing by One Source Environmental, November 6, 2023; the full lead based paint test report is available as a separate document.

**Contractor shall comply with State and Federal Regulations regarding Lead Based Paint as they apply to Building Demolition.**



October 13, 2023

Housing Authority of the City of Goldsboro  
P.O. Box 1403  
Goldsboro, North Carolina 27533

**RE:   Lead-Based Paint Testing at:  
      Fairview Apartments – Buildings 906, 908, 920 and 922 Fairview Circle  
      1729 Edgerton Street, Goldsboro NC 27530  
      OSE Project #23-1155**

To Whom It May Concern:

One Source Environmental, LLC (OSE) was retained by the Housing Authority of the City of Goldsboro (Client) to conduct pre-demolition lead-based paint (LBP) testing of representative surface coatings at the buildings at the above-captioned site. Kathryn Hubicki, a North Carolina-licensed Inspector/Lead Risk Assessor (#120243), performed the inspection on June 8-9 and October 3, 2023.

The objective of the survey was to provide documentation to the Client consisting of a listing of lead-bearing components that may be impacted during future demolition activities. The inspection was a screening for lead-based paint only, and will not meet the requirements for the Department of Housing and Urban Development (HUD) lead-based paint requirements for Lead Inspection. The scope of testing of the soil associated with these buildings was included.

#### **PROPERTY DESCRIPTION**

XRF testing was limited to the sixteen (16) apartment units in Buildings 906, 908, 920 and 922 Fairview Circle and building exteriors. The following addresses were included in this testing event: 906A-D, 908A-D, 920A-D and 922A-D Fairview Circle. Buildings 906, 908 and 922 consisted of two-story townhome units; building 920 consisted of two stories of garden apartments. Locations throughout these units were selected for testing which were representative of the surfaces throughout the four buildings.

The exterior of these buildings had unpainted brick siding, aluminum over wood fascia, vinyl over wood fascia, unpainted concrete porch floors, vinyl over wood porch ceilings, metal windows, and metal doors with aluminum over wood trim. The interior of these buildings had plaster and drywall walls; plaster, drywall and ceiling tile ceilings; vinyl flooring; wood and vinyl baseboards; wood stairs; metal and wood doors with wood trim; unpainted wood cabinets; and metal windows with brick trim.

## **TESTING PROCEDURES**

The lead-based paint testing was conducted to determine the presence of LBP and lead-bearing building components on various interior and exterior components of the subject building. The LBP testing was performed through XRF (X-Ray Fluorescence) testing in general accordance with the U.S. Department of Housing and Urban Development's (HUD's) *"Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing,"* 2012 Revision. This testing was for OSHA compliance purposes only and was not performed to comply with EPA or State of North Carolina regulations for LBP in residential housing.

The lead-based paint inspection was accomplished using a Viken Pb200i XRF lead paint analyzer, serial #1458. The XRF is designed to measure the lead content of surface coatings on a variety of building surfaces, substrates, and components. The measurement is rapid, nondestructive, and according to the manufacturer, capable of detecting lead concentrations within numerous layers of various surface coatings. The results of the inspection apply to all similar components with similar paint histories in the structure inspected.

XRF testing was performed on random testing combinations. A testing combination is characterized by the room equivalent, the component type, and the substrate. A room equivalent is an identifiable part of a residence or building (e.g., room, foyer, house exterior, etc.). In addition, Wall "A" in each room is the wall where the front entrance door opening is located (or aligned with street). Going clockwise and facing Wall "A", Wall "B" will always be to your right, Wall "C" directly to the rear and Wall "D" to the left. Doors, windows and closets are designated as left, center or right depending on their location on the wall.

Please refer to Appendix A for detailed testing results for each distinct area inspected, and Appendix B for a room key.

## **FINDINGS**

### **Interpretation of Results**

Federal and North Carolina regulations define LBP as any surface coating that contains lead at or above 1.0 milligrams per square centimeter (mg/cm<sup>2</sup>). The test results indicated that some of the building components tested contain lead in concentrations above regulated concentrations within the inspected structure.

Although a paint or surface coating may contain lead below 1.0 milligrams per square centimeter, it **DOES NOT** relieve contractors from performing exposure assessments (personal air

monitoring) on their employees per the OSHA Lead in Construction Standard (29 CFR 1926.62) and should not be interpreted as lead is not present. Although XRF results may indicate “<1.0 mg/cm<sup>2</sup>”, airborne lead concentrations still may exceed the OSHA Permissible Exposure Limit (PEL) depending on the work activity.

Any lead identified in surface coatings to be disturbed during renovation should be considered as having the potential for worker exposure, and require compliance with the OSHA Lead in Construction Standard.

**Painted Components with lead concentrations at or above 1.0 mg/cm<sup>2</sup>:**

Room	Structure	-->Member	Substrate	Color
Residence	Door	Casing	Metal	White
Residence	Door	Casing	Metal	White
Residence	Closet	Casing	Metal	White
Exterior	Door	Jamb	Aluminum	White
Exterior	Door	Casing	Aluminum	White
Exterior	Door	Lintel	Metal	White
Exterior	Door	Casing	Wood	White
Exterior	Window	Lintel	Metal	Brown
Exterior	Window	Lintel	Metal	White
Exterior	Gable		Wood	White
Exterior	Gas Pipe	Horizontal	Metal	Gray
Exterior	Gas Pipe	Vertical	Metal	Yellow
Exterior	Pipe		Metal	White
Exterior	Pipe		Metal	Gray
Exterior	Porch	Ceiling	Vinyl	White
Exterior	Porch	Ceiling	Wood	White

Ceramic and porcelain components are not painted surfaces, but can be sources of lead exposure during demolition. As such, they were tested during this inspection. The following non-painted components were found to contain lead when tested with the XRF instrument:

Room	Wall	Structure	-->Member	Substrate	Color
Bathroom	C	Room	Toilet	Porcelain	White

Removal or disturbance of material with any detectable amount of lead paint must be handled in accordance with OSHA regulation 29 CFR 1926.62.

Lead-containing waste must be disposed of in accordance with all applicable federal, state, county or local regulations and guidelines. It is the sole responsibility of the Contractor to assure compliance with all laws and regulations relating to the disposal. Waste determination under 40 CFR 262.11 will be required.

The current lead in soil levels for the driplines of the buildings can be found below:

Sample #	Building	Lead Results (ppm)
S3	922 Fairview Circle	44.4
S4	920 Fairview Circle	17.7
S5	908 Fairview Circle	41.6
S6	906 Fairview Circle	45.5


In North Carolina, the allowable levels for lead in soil at driplines is 400 ppm. The lead in soil levels found at both buildings were beneath this threshold.

### **CONCLUSIONS AND RECOMMENDATIONS**

Results of analysis identified lead as a constituent of the surface coatings observed at the subject property. Any materials uncovered during renovation activities that are not addressed in this inspection report must be sampled prior to any disturbance, or they must be treated as lead-contaminated.

OSE appreciates the opportunity to provide you with consulting services. If you have any questions or comments, please contact us. We look forward to working with you on future endeavors.

Sincerely,  
**One Source Environmental, LLC**

A handwritten signature in black ink, appearing to read "Kathryn O. Hubicki".

Kathryn O. Hubicki  
President

## **ASBESTOS**

The existing buildings are believed to contain asbestos containing materials and the Contractor shall allow for proper removal and disposal at areas where asbestos containing materials are disturbed. This is most likely to occur as part of the demolition; see Full Reports.

The Architect is not responsible for testing, identifying, verifying the presence of, or giving directions regarding how to handle asbestos containing materials or clearance testing. This information is provided for Contractor information was provided by Owner and conducted by Owner's independent consultant.

A partial copy of a previous asbestos testing report conducted by One Source Environmental is attached for information. The full report may be viewed at the Housing Authority or in a separate digital document. It is anticipated that asbestos containing materials will be disturbed as a result of floor tile mastic and glazing on the exterior door perimeters.

**The Contractor shall be responsible for and shall include in the Bid:** The hiring of a qualified Environmental Abatement Designer who is to be responsible for preparing Asbestos Abatement guidelines per State and Federal regulations, not limited to, but including, description of abatement work, technical and product specifications related to abatement, occupant protection plan, monitoring and clearance testing. Abatement Plan shall include requirements for worker training, site security, respiratory protection, clothing, performance certifications, emergency plan, medical surveillance, waste disposal and resident safety. **The Contractor shall secure an Asbestos Abatement Permit from North Carolina Health Hazards Control Unit. Contractor shall provide clearance testing after removal of asbestos containing materials.**

The Housing Authority, Architect and Consultant shall be included as additional insured on Comprehensive General Liability and Business Auto Policies.

### **Hold Harmless Agreement:**

The Contractor agrees to protect, defend, indemnify, and hold the Housing Authority, its officers, employees, and agents, including the Architect and Consultant, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of, or relating to, any claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with, or arising out of this agreement, and/or the performance hereof that are due to the negligence of the Contractor, its officers, employees, or agents. The Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same as its sole expense and agrees to bear all other costs and expenses related thereof.

**Quality Assurance:** The Contractor's environmental consultant will serve as the quality assurance inspector during abatement to verify that Contractor is following procedures to protect resident/worker safety. The Contractor's environmental consultant shall be responsible for providing clearance testing.

**Scope:** The Contractor is responsible for removal of contaminated products related to demolition and related work. Abatement methods are expected to include component removal. Final Clearance testing Standards shall be those defined by HUD/EPA Guidelines and state of North Carolina.

Prior to release of retainage and final acceptance the Prime Contractor shall submit from the Environmental Consultant to the Owner a statement that the work area is free of suspect debris and asbestos and that disturbed areas have been made free of asbestos containing materials or asbestos containing materials are properly encapsulated per HUD/EPA Guidelines.

The Contractor shall submit the Abatement Plan/Specifications and Occupant Protection Plan to the Owner for review prior to beginning abatement activities. Contractor shall submit credentials of individual and firm preparing plan.



# ASBESTOS INSPECTION REPORT

## Fairview Apartments – Buildings 906, 908, 920 & 922 Fairview Circle

1729 Edgerton Street  
Goldsboro, NC 27530

*Prepared for:*

## Housing Authority of the City of Goldsboro

PO Box 1403  
Goldsboro, NC 27533

Inspection Dates: **June 8-9, 2023**

Report Date: **September 18, 2023**

*Inspected by:*

A handwritten signature in black ink that reads "Kathryn D. Hubicki".

**Kathryn Hubicki**

NC Asbestos Building Inspector, #12783

(Expires on 6/31/2024)

OSE Project Number: 23-1155



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## **EXECUTIVE SUMMARY**

One Source Environmental, LLC has contracted with Housing Authority of the City of Goldsboro (Client) to conduct a pre-demolition asbestos inspection of Fairview Apartments - Buildings 906, 908, 920 & 922 Fairview Circle, located at 1729 Edgerton Street, in Goldsboro, NC. The objective of the survey was to provide documentation to the Client consisting of a listing of asbestos-containing materials that may be impacted during upcoming demolition activities.

Inspection activities were performed on June 8-9, 2023 by Ms. Kathryn Hubicki, North Carolina-certified Asbestos Building Inspector. Copies of current certifications can be found in Appendix C.

Inspection, sampling, material condition assessments, and analytical procedures for asbestos-containing building materials were performed in general accordance with the EPA's National Emission Standards for Hazardous Air Pollutants (NESHAP) - EPA Title 40, Code of Federal Regulations (CFR), Part 61 Subpart M (40 CFR Part 61, Subpart M), and the EPA AHERA regulation (40 CFR Part 763). A total of fifty-eight (58) bulk samples were collected and eighty-nine (89) layers were analyzed to complete the inspection.

### **Asbestos was identified within the following materials:**

<b>Fairview Apartments - Buildings 906, 908, 920 &amp; 922 Fairview Circle – 1729 Edgerton Street, Goldsboro, NC</b>					
<b>Material</b>	<b>Location</b>	<b>Percentage/ Type</b>	<b>Material Condition</b>	<b>Approx. Quantity</b>	<b>NESHAP Category</b>
9"x9" Brown w/ White/Red Streaks VFT	Original Floors Throughout	7% Chrysotile	Good	13,000 SF	Cat. I NF ACM
Black Mastic	Original Floors Throughout	3% Chrysotile	Good	13,000 SF	Cat. I NF ACM
Original Gray Glazing	Original Caulking of Exterior Door Perimeters	2% Chrysotile	Good	390 LF	Cat. II NF ACM

Asbestos containing material (ACM) as defined by the EPA and OSHA are materials with an asbestos concentration of greater than 1% (>1%) as analyzed by polarized light microscopy (PLM). In addition, ACM is designated as follows for NESHAP compliance:

**Friable asbestos** - material which can be crumbled, pulverized or reduced to powder by hand pressure, a.k.a. Regulated Asbestos Containing Materials (RACM)

**Category I non-friable** - includes resilient floor coverings, asphalt roofing products, gaskets and packings.

**Category II non-friable** - any non-friable ACM that is not in Category I (i.e. transite siding material).

## **INTRODUCTION**

A pre-demolition asbestos survey was completed for Housing Authority of the City of Goldsboro (Client) on June 8-9, 2023 of Fairview Apartments - Buildings 906, 908, 920 & 922 Fairview Circle, an occupied multi-family property located at 1729 Edgerton Street, in Goldsboro, NC by One Source Environmental. The inspection included interior and exterior building materials.

Inspection activities were performed by Ms. Kathryn Hubicki, a North Carolina-certified Asbestos Building Inspector. Copies of current certifications can be found in Appendix C.

## **PROPERTY DESCRIPTION**

The inspection was limited to the sixteen (16) apartment units in Buildings 906, 908, 920 & 922 Fairview Circle and building exteriors. The following addresses were included in this testing event: 906A-D, 908A-D, 920A-D and 922A-D Fairview Circle. Buildings 906, 908 and 922 consisted of two-story townhome units; building 920 consisted of two stories of garden apartments.

The exterior of these buildings had unpainted brick siding, aluminum over wood fascia, vinyl over wood fascia, unpainted concrete porch floors, vinyl over wood porch ceilings, metal windows, and metal doors with aluminum over wood trim. The interior of these buildings had plaster and drywall walls; plaster, drywall and ceiling tile ceilings; vinyl flooring; wood and vinyl baseboards; wood stairs; metal and wood doors with wood trim; unpainted wood cabinets; and metal windows with brick trim.

## **SAMPLED SUSPECT ASBESTOS CONTAINING MATERIALS - NEGATIVE**

Samples of the following suspect materials were collected and found to be Negative for asbestos:

<b>Fairview Apartments - Buildings 906, 908, 920 &amp; 922 Fairview Circle – 1729 Edgerton Street, Goldsboro NC</b>	
Plaster Base and Skim Coats	Drywall (Duct Chase)
12"x12" Brown w/ White/Black Flecks VFT and assoc. Brown Mastic	12"x12" Beige Mottle VFT and assoc. Yellow Mastic
Pinhole and Fissure Ceiling Tile	4" Black Cove Baseboard and assoc. Mastic
Brown Vinyl Stair Tread and assoc. Mastic	Electrical Wiring Insulation
Plaster Board (Bath Walls)	Exterior White Door Caulk (assoc. with <b>ACM Gray Glazing</b> )
Exterior Brown Window Caulk	12"x12" White w/ Brown Long Flecks VFT
Drywall and Joint Compound (920A Kitchen Ceiling)	Asphalt Shingle (Types 1-3) and assoc. Felt Paper

## **SAMPLING AND ANALYTICAL PROCEDURES**

### **Sampling Procedures**

Representative bulk samples of suspect ACMs were randomly collected from the interior and exteriors of the inspected buildings. Homogenous material determinations were assessed based on the following criteria:

- Similar physical characteristics (same color and texture, etc.);
- Application (sprayed-on, troweled-on, assembly into a system, etc.); and
- Material function (thermal insulation, floor tile, wall or ceiling system, etc.).

Once collected, all bulk samples were appropriately labeled and shipped to an accredited analytical laboratory for analysis. All sampled building materials were also characterized for condition and approximate quantity on-site during the inspection(s).

### **PLM Analysis Methodology**

Laboratory services were provided by Eurofins CEI, located in Fort Mill, North Carolina, a National Voluntary Laboratory Accreditation Program (NVLAP) certified laboratory (NVLAP #600323-0) for PLM analysis.

Each bulk sample was analyzed by polarized light microscopy (PLM) in accordance with the United States Environmental Protection Agency's (EPA's) Test Methods: Methods for the determination of Asbestos in Bulk Building Materials (EPA 600/M4-82-020, July 1993) and the McCrone Research Institute's The Asbestos Particle Atlas. Additional treatment(s) and test(s) were performed as required to accurately define material composition (i.e. ashing, extraction, acetone treatment, point counting, and/or transmission electron microscopy [TEM]).

Analysis consisted of using the bulk sample for visual observation and slide preparation(s) for microscopic examination and identification. All samples were analyzed for asbestos (chrysotile, amosite, crocidolite, anthophyllite, and actinolite/tremolite), fibrous non-asbestos constituents (mineral wool, cellulose, etc.), and non-fibrous constituents. Using a stereoscope, the microscopist visually estimated relative amounts of each constituent by determining the volume of each constituent in proportion to the total volume of the sample.

Due to the limitations of PLM analysis, non-friable organically bound (NOB) materials (i.e. floor tiles, cove base, mastics, roofing materials, caulks, etc.) found to contain no asbestos via PLM analysis, the ASTM Standard Practice for Comprehensive Asbestos Building Surveys Designation: E 2356-18 (ASTM E 2356-18) recommends that these materials and any related results be considered as inconclusive unless Transmission Electron Microscopy (TEM) analysis is performed. As North Carolina regulations do not require it, TEM analysis was not included within the scope of work.

## **FINDINGS**

### **Interpretation of Asbestos Results**

Federal OSHA and the U.S. EPA define an ACM as any material containing >1% asbestos. The lower limit of reliable detection for friable asbestos using the PLM analytical method is 1.0% by volume. If “<1%” appears in this report, it should be interpreted as meaning that asbestos was present in the sample, but the exact percentage is unknown.

Furthermore, per EPA NESHAP regulations, friable material with a PLM-derived asbestos concentration of <10% must be assumed to be ACM until it is point counted to more precisely determine the actual asbestos content. If this material is found to contain less than 1% asbestos by point counting, then it may be disposed of as non-hazardous waste. Any sample can be subjected to the more stringent Point Count Method of analysis to more precisely determine the actual asbestos content.

Although a material may contain asbestos at <1%, it **DOES NOT** relieve contractors from performing exposure assessments (personal air monitoring) on their employees per the OSHA Asbestos Standard (29 CFR 1926.1101) and should not be interpreted as asbestos is not present. Although laboratory analysis may indicate “<1%”, airborne asbestos concentrations still may exceed the OSHA Permissible Exposure Limit (PEL) depending on the work activity.

**The following materials contain Asbestos in concentrations exceeding 1%:**

<b>Material</b>	<b>Location</b>
9”x9” Brown w/ White/Red Streaks VFT	Original Floors Throughout
Black Mastic	Original Floors Throughout
Original Gray Glazing	Original Caulking of Exterior Door Perimeters

## **CONCLUSIONS AND RECOMMENDATIONS**

Results of analysis confirmed asbestos was identified in concentrations greater than 1% within some of the bulk samples collected. The identified asbestos-containing materials were found to be in damaged condition at the time of the inspection. The materials that are, or may become friable during demolition, must be removed prior to their disturbance using OSHA Class II abatement procedures.

Federal regulations require notifications prior to the removal of friable asbestos-containing materials or non-friable asbestos-containing materials expected to become friable during the project. If the quantity of the asbestos to be removed is greater than or equal to 160 square/260 linear feet, the contractor shall submit an asbestos notification at least ten working days to NC Department of Health and Human Services (DHHS) before asbestos removal begins. Removal shall be performed following all applicable local and federal regulations.

The U.S. EPA and NC require that all asbestos-containing material that may become friable during the course of the project be removed prior to demolition or demolition. Confirmed or suspect asbestos-containing materials disturbed during demolition or abatement activities must be handled and disposed of in accordance with applicable local and Federal regulations.

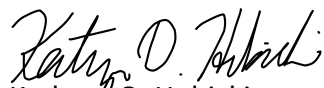
Abatement of ACM shall be performed by a DHHS-licensed Asbestos Abatement Firm employing DHHS-licensed Asbestos Abatement Supervisors and Workers with a licensed asbestos supervisor onsite at all times during asbestos abatement activities.

Materials uncovered during demolition or demolition activities that are not addressed in this inspection report must be sampled by a licensed asbestos inspector prior to any disturbance. This survey was non-destructive in nature, in that walls or other structural elements were not disturbed to locate hidden materials, however, hidden suspect ACM may still be present. Hidden ACM materials (e.g., duct insulation and fireproofing on inaccessible columns) may be encountered during demolition.

We appreciate the opportunity to assist you with your environmental compliance needs. If you have any questions or comments, please feel free to contact us.

Yours truly,

**One Source Environmental, LLC**

A handwritten signature in black ink, appearing to read "Kathryn O. Hubicki".

Kathryn O. Hubicki

President

NC-accredited Asbestos Building Inspector

**CONTRACTORS/SUBCONTRACTORS ASBESTOS FREE CERTIFICATION & WARRANTY**

DATE: \_\_\_\_\_ PROJECT NO. **6041-C**

PROJECT: **DEMOLITION TO 16 FAIRVIEW APARTMENTS, NC 15-1**

PROJECT OWNER: **HOUSING AUTHORITY OF THE CITY OF GOLDSBORO**

WE: COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, & ZIP: \_\_\_\_\_

do hereby certify to the Owner that to the best of our knowledge no materials containing asbestos fiber were incorporated into the work of the project by either our Company, our subcontractors, or Material Supplies.

COMPANY: \_\_\_\_\_

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

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

MY COMMISSION EXPIRES: \_\_\_\_\_

**SECTION 004000 - MINORITY POLICY**

**GUIDELINES FOR RECRUITMENT AND SELECTION OF  
MINORITY BUSINESSES FOR PARTICIPATION IN  
HOUSING AUTHORITY CONSTRUCTION CONTRACTS**

These guidelines establish **goals** for minority participation in single-prime and separate-prime construction contracts. The Owner shall have a verifiable percentage goal for participation by minority businesses in the total value of the work for each project for which a contract or contracts are awarded. These guidelines are published to accomplish that end.

**SECTION 1:**                    **INTENT**

It is the intent of the guidelines that the Owner, as awarding authority and the contractors and subcontractors performing the construction contracts awarded shall cooperate and in good faith do all things, legal, proper and reasonable to achieve the verifiable goal of twenty percent (20%) for participation by minority businesses in each construction project. Nothing contained in the guidelines shall be considered to require awarding contracts or to make purchases of materials or equipment from minority business contracts who do not submit the lowest responsive bid or bids.

**SECTION 2:**                    **DEFINITIONS**

1.     **Minority** - a person who is a citizen or lawful permanent resident of the United States and who is:
  - a.     Black, that is, a person having origins in any of the black racial groups in Africa;
  - b.     Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central American, or the Caribbean Islands, regardless of race;
  - c.     Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
  - d.     American Indian or Alaskan Native, that is, a person having origins in any of the original peoples of North America; or
  - e.     Female.
2.     **Minority Business** - means a business:
  - a.     In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons; and
  - b.     Of which the management and daily business operations are controlled by one or more of the minority persons who own it.
3.     **Owner** -HOUSING AUTHORITY OF THE CITY OF GOLDSBORO.
4.     **Bidder** - any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a contract or subcontract.
5.     **Contract** - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment, materials or services, including construction, and obligating the buyer to pay for them.
6.     **Contractor** - Any person, firm, partnership, corporation, association, or joint venture which has contracted with the owner to perform construction work or repair.
7.     **Subcontractor** - A firm under contract with the prime contractor for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract. Work subcontracted in an emergency and which could not have been anticipated is excluded as part of this program.
8.     **Verifiable goal means** -
  - a.     For purposes of separate-prime contract system, that the Owner has



- adopted written guidelines specifying the actions that will be taken to ensure a good faith effort in the recruitment and selection of minority businesses for participation in contracts awarded; and
- b. For purposes of single-prime contract system, that the Owner has adopted written guidelines specifying the actions that the prime contractor must take to ensure a good faith effort in the recruitment and selection of minority businesses for participation in contracts awarded; the required actions must be documented in writing by the contractor to the Owner.

### SECTION 3: RESPONSIBILITIES

- I. Minority Business Development Agency of the Small Business Development Division, North Carolina Department of Economic & Community Development (hereafter referred to as Minority Business Development Agency) The Minority Business Development Agency established a program pursuant to which it shall certify to interested persons, businesses qualifying as Minority Business Enterprises (MBE). The information solicited from the applicant will be used by the Minority Business Development Agency to:
  - a. Determine MBE certification, i.e. that those certified are MBEs as a contractor and/or subcontractor
  - b. Identify those areas of work for which there are certified MBEs, as requested.
  - c. Provide interested parties with a list of prospective certified MBE contractors and subcontractors.
  - d. Assist in the determination of technical assistance in the certification program that needs to be provided.

In addition to being responsible for the certification of those small and emerging businesses that want to participate in the owner construction program, the Minority Business Development Agency will:

- (1) Maintain a current list of certified MBEs. The list shall include the areas of work in which each MBE is interested.
  - (2) From information furnished by the Owner, publicize the contracting and subcontracting opportunities available for each construction project being advertised.
  - (3) Work with the North Carolina Association of Minority Businesses and the Carolinas Branch AGC in developing and implementing a certification program intended to improve the ability of MBEs to compete in this program.
2. The Owner will be responsible for the following:
    - a. For contracts in excess of \$500,000 in estimated cost, may furnish to the Minority Business Development Agency of the Small Business Development Division, North Carolina Department of Economic and Community Development a minimum of twenty-one days prior to the bid opening the following:
      - (1) Project description and location;
      - (2) Locations where bidding documents may be reviewed;
      - (3) Name of a representative of the Owner who can be contacted during the advertising period to advise who the prospective bidders are;
      - (4) Date, time and location of the bid opening;
      - (5) Date, time and location of the prebid conference, if scheduled.

The twenty-one day advance time period may be reduced to ten days for contracts in the range of \$100,000 to \$500,000 in the estimated cost.

- b. The prebid conference, if scheduled, conducted by the representative of the Owner, will be open to subcontractors, material suppliers, and other bidders. During the conference, this program, including the bidders' responsibilities, will be fully explained.
- c. Reviewing the apparent low bidder's compliance with the items listed in the proposal that must be complied with if the bid is to be considered as responsive. The Owner reserves the right to reject any or all bids and to waive informalities.

Under the separate-prime system, the Owner will also:

- a. Attend the scheduled conference.
- b. Identify or determine those work areas of a contract where MBEs may have an interest in performing contract work.
- c. At least ten (10) days prior to the scheduled day of bid opening the Owner will notify certified MBEs of potential contracting opportunities listed in the proposal. The notification will include the following:
  - (1) A description of the work for which the bid is being solicited;
  - (2) The date, time and location of where bids are to be submitted;
  - (3) The name of the individual within the agency/institution who will be available to answer questions about the project;
  - (4) Where bid documents may be reviewed;
  - (5) Any special requirement that may exist, such as insurance, licenses, bonds and financial arrangements.

If there are more than three (3) certified MBEs in the area of the project, the Owner shall notify three (3), but may contact more, if the Owner so desires.

- d. Maintain documentation of any contracts, correspondence or conversation with MBE firms made in an attempt to meet the goals.
3. Prime Contractor(s) - Under the single-prime contract system and the separate prime contract system, the prime contractor(s) will:
- a. Attend the scheduled prebid conference.
  - b. Identify or determine those work areas of a subcontract where MBEs may have an interest in performing subcontract work.
  - c. At least ten (10) days prior to the scheduled day of bid opening, notify MBEs of potential subcontracting opportunities listed in the proposal. The notification will include the following:
    - (1) A description of the work for which the sub-bid is being solicited;
    - (2) The date, time and location where sub-bid are to be submitted;
    - (3) The name of the individual within the company who will be available to answer questions about the project;
    - (4) Where bid documents may be reviewed;
    - (5) Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.

If there are more than three (3) MBEs in the area of the project, the contractor(s) shall notify three (3), but may contact more, if the contractor(s) so desires.

- d. During the bidding process, comply with the contractor(s) requirements listed in the proposal for minority participation.
  - e. Submit with the bid a description of that portion of the work to be executed by MBEs expressed as a percentage of the total contract price.
  - f. Upon being named the apparent low bidder, the Bidder shall provide the necessary documentation as listed in the contract documents. Failure to comply with procedural requirements as defined in contract documents may render the bid as non-responsible and may result in rejection of the bid and award to the next lowest responsible and responsive bidder.
  - g. During the construction of a project, if it becomes necessary to replace an MBE subcontractor, advise the Owner.
  - h. If during the construction of a project additional subcontracting opportunities become available, make a good faith effort to solicit sub-bids from MBEs.
4. MBE Responsibilities - While MBEs are not required to become certified in order to participate in this program, it is recommended that they become certified and should take advantage of the appropriate technical assistance that is made available. In addition,

MBEs who are contacted by owners or bidders should respond promptly whether or not they wish to submit a bid.

SECTION 4: DISPUTE PROCEDURES

It is the policy of the Owner that disputes with another person that involves a person's rights, duties or privileges, should be settled through informal procedures. To that end, MBE disputes arising under these guidelines should be resolved, if possible, by informal proceedings arranged by the contracting officer or his designee.

HOUSING AUTHORITY OF THE CITY OF GOLDSBORO  
700 NORTH JEFFERSON AVENUE  
GOLDSBORO, NORTH CAROLINA 27530  
(919) 735-4226

END OF SECTION 004000

***"THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT"***

Prime Contractor/Architect:  
Address and Phone:

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

Project Name:

\_\_\_\_\_

Pay Application #

\_\_\_\_\_

Period:

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

The following is a list of payments to be made to minority business enterprises on this project for the above mentioned period.

Firm Name	*Minority Category	Payment Amount	Owner Use Only

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

Date: \_\_\_\_\_ Approved/Certified By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

**SECTION 004100 - SECTION 3**  
**ECONOMIC OPPORTUNITIES FOR LOW AND VERY LOW-INCOME PERSONS**  
**HOUSING AND URBAN DEVELOPMENT ACT OF 1968**  
**[UPDATED 05/27/2021]**

**Contractors will comply with guidelines and intent of Section 3 and will keep and submit records to the Housing Authority.**

On September 29, 2020, the U.S. Department of Housing and Urban Development (HUD) published a Final Rule entitled "Enhancing and Streamlining the Implementation of Section 3 Requirements for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses" (Section 3 Final Rule) in the Federal Register at 85 FR 61524 (codified at 24 CFR Part 75).

The Section 3 Final Rule removes and replaces the Section 3 regulations codified at 24 CFR Part 135. This Final Rule is designed to focus on economic opportunity outcomes while simultaneously reducing regulatory burden, improving Section 3's effectiveness, streamlining some processes that have not yielded significant benefits, and encouraging HUD grantees to focus on sustained employment for low- and very low-income individuals.

**About Section 3:**

The Section 3 program requires that recipients of certain HUD funding, **to the greatest extent feasible using best efforts**, provide training, employment, contracting and other economic opportunities to low- and very low-income persons, especially those living in federally subsidized housing, and to businesses that provide economic opportunities to low- and very low-income persons.

The intent of Section 3 is to promote economic uplift and self-sufficiency among low-income persons, level the playing field for Section 3 residents/workers and businesses and strengthen local economies.

**Section 3 Final Rule: Updated September 28, 2020**

The Section 3 new rule will allow more HUD-assisted households to secure long-term employment and put them on a path towards economic uplift and self-sufficiency.

The final rule seeks to improve effectiveness by:

- Focusing reporting on key outcome metrics
- Promoting sustained employment and career development
- Aligning reporting with standard business practices
- Changing thresholds for Section 3-covered assistance

**What is a Section 3 Worker?**

Section 3 workers means any resident who fits one of the following categories:

- A worker whose income for the previous or annualized calendar year is below the income limit established by HUD
- Employed by a Section 3 business concern
- A YouthBuild Participant

**What is a Targeted Section 3 Worker?**

Targeted Section 3 is a Section 3 worker who is also:

- A worker employed by a Section 3 business concern
- A worker who currently is or who was when hired by the worker's current employer, as documented within the past five years:
  - Public Housing resident or HCV participant
  - Resident of other housing assisted by the PHA or in the PHA's property management portfolio
  - Living within the service area or the neighborhood of the project; or
  - A YouthBuild participant

**What is a Section 3 Business?**

Section 3 business means any business that meets at least one of the following criteria, documented within the last six-month period:

- 51% or more owned and controlled by low-very low-income persons

- 75% or more labor hours are performed by low or very low-income persons
- 51% or more owned and controlled by current residents of public housing or HCV assisted housing

**Modifications to Prior Rule:**

The final rule changes the definition of a Section 3 business by focusing on how many hours employees work rather than number of employees. Rather than limiting businesses to low- or very low-income residents of the metropolitan statistical area where Section 3 funds are spent, it emphasizes low- or very-low income persons, including those living in public housing or Section 8.

The rule focuses on tracking and reporting of labor hours instead of new hires. The focus on labor hours would measure total actual employment and the proportion of the total employment performed by low- and very low-income workers. In addition, the focus on labor hours emphasizes continued employment.

**New Rule Benchmarks:**

- 25% or more of the total number of labor hours worked by all workers are by Section 3 Workers
- 5% or more of the total number of labor hours worked by all workers are by Targeted Section 3 Workers

**Opportunity Portal:**

Helps match Section 3 workers to jobs and training opportunities, and Section 3 businesses to contracting opportunities.

<https://hudapps.hud.gov/OpportunityPortal/>

**Business Registry:**

A listing of firms that have self-certified that they meet one of the regulatory definitions of a Section 3 business and are included in a searchable online database that can be used by agencies that receive HUD funds, developers, contactors and others to facilitate the awareness of certain HUD-funded contracts.

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome>

**Purpose of Section 3:** To ensure that economic opportunities generated from HUD funds for housing and community development, using “to the greatest extent feasible” or “best efforts” will be directed to:

- Low and very low-income persons - particularly those receiving assistance for housing,
- Low and very low-income workers of the community in which the Section 3 funds are spent, and
- Businesses that provide economic opportunities to these persons

**What does “To The Greatest Extent Feasible” Mean?**

- More than normal effort extended
- Contractors shall make every effort within their disposal to recruit, target, and direct economic opportunities to Section 3 workers, Targeted Section 3 workers and Section 3 businesses and to meet regulatory requirements. Contractors shall go beyond standard notification procedures for employment and contracting opportunities by developing strategies which will specifically target Section 3 residents and businesses for these types of economic opportunities

**Best Effort examples:**

- Job Fairs
- Flyers
- Posting training and employment opportunity notifications in common areas of the site where the work is being performed
- Contacting Housing Authority to request their assistance getting the word out and in identifying potential employees
- Utilizing local media such as newspapers, radio, TV and social media
- Utilizing the HUD Opportunity Portal and Business Registry

**The Contractor shall generally:**

1. Make best efforts to provide employment and training opportunities to Section 3 workers
2. Make best efforts to award contracts and subcontracts to Section 3 businesses that provide economic opportunities to Section 3 workers

**The Contractor shall specifically:**

1. Notify Section 3 workers and business concerns about economic opportunities

2. Include language referencing Section 3 in all contracts, subcontracts and agreements that are subject to Section 3 (use of contract language in 24 CFR)
3. Document priority for training and employment preference

**Previous metric was based on the percentage of new employees hired and percentage of contracts awarded to Section 3 business concerns**

**Now, Metric based on labor hours worked by Section 3 workers to be consistent with other HUD Reporting requirements.**

**Section 3 does not require contractors to create training, employment and contracting opportunities for low and very low income persons solely for the sake of providing opportunity for low or very low income persons. Section 3 is expected to re-direct job and contracting opportunities created by HUD financial assistance to these workers and businesses not create new jobs and contracts.**

Section 3 requires that where the program generates economic opportunities out of necessity to serve the employment or contracting needs of the contractor, these opportunities must be directed to Section 3 residents and Section 3 business concerns. **To the greatest extent feasible**, provide all employment opportunities to low and very low income persons.

When there is need to employ additional personnel, Section 3 requires the contractor to facilitate the employment of low and very low income persons.

Contractors **must** include in their close out documents, data showing the extent to which contractors and subcontractors trained/employed Section 3 residents and awarded contracts for work with Section 3 businesses.

Business concerns seeking Section 3 Preference in Contracting must have a completed Section 3 Certification. Residents seeking Section 3 Preference in Training and Employment must have completed Section 3 Certification.

**Record keeping: Keep records to demonstrate compliance with Section 3.**

**Maintain information on number of persons employed, total hours worked, names and addresses of employees, race/ethnic origin and position for which they were employed. Maintain records of solicitation for bids or proposals. Income of the employees/trainees.**

#### **Section 3 Clause 24 CFR Part 75**

- A. This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR, Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding. If any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR, Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR, Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR, Part 75.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR, Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR, Part 75.
- F. Noncompliance with HUD's regulations in 24 CFR, Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian Housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) require that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**Required Submittals**

**Contractor shall submit Section 3 documentation with close out documents. Failure to submit documentation will be sufficient cause for the Housing Authority to hold contractors retainage.**

**Records will reflect:**

- A. **The number of jobs created for low income persons for this project, General Contractor & Sub-contractors;**
- B. **The number of low income persons in job training programs and the number of low income persons hired in disciplines in which they were trained;**
- C. **Number of labor hours worked by all workers, Section 3 Workers, and Targeted Section 3 workers**
- D. **The number of contracts and amount of contracts awarded to local businesses owned by low income persons, by General Contractor and Sub-contractors.**
- E. **List of local Section 3 Businesses and Residents Contacted for this project and specific actions taken to comply with the requirements of Section 3.**

END OF SECTION 004100



**SECTION 011000 - SUMMARY**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Access to site.
5. Coordination with occupants.
6. Work restrictions.
7. Miscellaneous provisions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: Fairview Building Demolition – Building Group 12, 16 Apartments

1. Fairview Project Location: 906, 908, 920, 922 Fairview Circle, Goldsboro, North Carolina.

B. Owner: Housing Authority of the City of Goldsboro.

1. Owner's Representative: Mr. Keith Curtis, Office Phone (919) 735-4226 Ext. 1118. Email: [kcurtis@hacg.org](mailto:kcurtis@hacg.org). **All questions shall be directed to Stogner Architecture, PA at [bids@stognerarchitecture.com](mailto:bids@stognerarchitecture.com).**

C. Architect: Stogner Architecture, PA – Wayne Stogner, Benny Putnam (910) 895-6874.

D. City of Goldsboro Public Services:

1. Electric: Wayne Electric Company, Phone (919) 735-1847.
2. Sanitation: Rick Fletcher, Director of Public Works, Phone (919) 734-8674, [rfletcher@goldsboronc.gov](mailto:rfletcher@goldsboronc.gov).
3. Engineering Department: Jonathan Perry, Engineering Services Manager, Storm Water and Drains, Phone (919) 580-4317.
4. Water Department: Don McMullen, Phone (919) 739-7423. Rick Fletcher, Director of Public Works, Phone 919-734-8674

E. City of Goldsboro Inspections and Code Enforcement:

1. Building Inspector: Allen Anderson, Chief Inspector, Phone (919) 580-4385, [aanderson@goldsboro.gov](mailto:aanderson@goldsboro.gov).
2. Permit Technician: Shanita Coor, Phone (919) 580-4389, [scoor@goldsboro.gov](mailto:scoor@goldsboro.gov).
3. Plumbing Inspector: Jeremy Hampson, Phone (919) 580-4347.

City of Goldsboro Fire and Rescue:

1. Fire Marshal, Phone (919) 580-4265, Option 3.
2. Fire Chief, Ron Stempien, Phone (919) 580-4265, Option 4.
3. Fire Inspection: Chief Vaden Lee, Fire Marshal, Phone 919-739-7411

B. NC Department of Health and Human Services:

1. Occupational Environmental Epidemiology Branch / Health Hazards Control Unit (Raleigh, NC): (919) 707-5900.

C. Piedmont Natural Gas:

1. Goldsboro: Brandon Denning (919) 581-7650; Jennifer Christian (919) 440-6880.
2. Other Phone Numbers: (919) 583-8651. (704) 364-3120.

D. Spectrum:

1. Telephone: (833) 949-0036.

E. ULOCO:

1. Utility Locator: (800) 632-4949/NC811.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Provide all labor, materials and equipment required to demolish and remove One (1) existing building Group of Four (4) sub-buildings, Sixteen (16) apartments, multi-family, residential buildings identified on the plans, complete.
2. Provide all labor, materials and equipment required to selectively demolish and remove existing site infrastructure and development identified on the plans.
3. Provide all labor, materials, and equipment required to provide fill, seed and straw where foundations are removed and all other voids in earth are created due to demolition and removal of existing construction.
4. Provide all labor, materials, and equipment required to stabilize areas of demolition and provide new construction as identified on the plans.
5. Provide all other work as shown on the plans, in the project manual and as required by codes and the authority having jurisdiction (AHJ).
6. Salvage: The Owner may wish to salvage minor items such as newer appliances, doors, etc. for use on units not being demolished at this time. The intent is that the Owner will salvage items between the time for resident move out but before the apartment is turned over to the Contractor.
7. Contractor to limit vehicles on the grass (some of the pipes are shallow and have been damaged in past by vehicles on yard areas). Contractor is responsible for providing a temporary security chain link fence around the building during the demolition operations.
8. The electrical distribution system is owned by the Owner. The owner will have East Coast Power & Lighting disconnect the power to the building(s) scheduled to be demolished. The Owner will disconnect the power at the transformer and the building(s); the site pole lights shall have the power remained connected for the site lighting; note that the plans denote some sight lighting that is fed underground, verify that any in the construction area have the power disconnected prior to

demolition. East Coast Power & Lighting has a service contract with the Owner for maintenance and service of the electrical distribution system at Fairview.

9. Underground utilities shall be disconnected and removed, cap at location noted or behind the street curb (water & sewer, phone, cable tv). The gas company shall be responsible for removal of gas system from the meter back to the gas main.
10. As part of Base Bid, Contractor shall provide suitable fill and top soil to bring any depressions as a result of demolition back up to existing grades, compact to 85%. The intent is to not leave site with low areas that hold water, grade to drain and establish grass.
11. A project superintendent must be on site at all times any work associated with this contract is being performed. The Project Superintendent will provide overall project oversight, providing guidance and assistance to its Sub Contractors.
12. Contractors shall review Separate Report provided by Owner regarding Hazardous Materials Assessments. It is believed that the Building(s) contain Asbestos and Lead Based Paint. Contractor shall follow State and Federal Guidelines in handling Hazardous Materials.
13. Contractor shall contract with an Environmental Consultant to prepare an Asbestos Removal Plan. The Contractor's Environmental Consultant will be responsible for clearance testing and reporting. Removal plans shall be prepared to comply with local, state and federal requirements. Clearance testing and reports shall be promptly performed and prepared to be submitted for permitting.
14. NOTE: There is an existing contract for work in the area outside of the Fairview Circle area. In addition the current contractor is using a portion of the Fairview Circle as his staging area, do not interfere with access or work to adjacent area by separate contractors.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

C. Seven (7) days before the Pre-Construction meeting, submit an updated copy of Contractor's construction schedule showing the sequence, commencement and completion dates for all phases of the Work.

1.3 DEMOLITION

- A. Security fencing shall remain in place at designated location, until completion of rough grading in each phase.
- B. Before commencing Work in each Phase, submit an updated copy of Contractor's construction schedule showing the sequence, commencement and completion dates for all phases of the Work.
- C. Provide all other work as shown on the plans, in the project manual and as required by codes and the local authority having jurisdiction.

1.4 ACCESS TO SITE

- A. General: Contractor shall have limited use of the Project site for demolition operations as indicated on Drawings and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to Demolition areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  1. Driveways, Walkways and Entrances: Unless noted on the Drawings, keep driveways, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

- c. Lock automotive type vehicles and other mechanized or motorized construction equipment, when parked and unattended. Do not leave vehicles or equipment unattended with the motor running or ignition key in place.
  - d. Keep public areas free from accumulation of waste material, rubbish or construction debris.
  - e. Open fires will not be permitted on the premises.
  - f. Occupied Buildings at surrounding site shall not be left without water or power.
- C. Chain Link Construction Fence: Contractor shall provide and maintain a construction fence, located around the perimeter of each area which active work is scheduled to be performed. Satisfy the requirements of the North Carolina State Building Code, the Owner and the Authorities having jurisdiction. Refer to Section 015000 for related construction fence requirements.

#### 1.5 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy portions of the site and existing, adjacent building(s) during entire demolition period. Cooperate with Owner during demolition operation to minimize conflicts and facilitate Owner usage. Perform the Work so as to minimize interference with Owner's day-to-day operations.
- 1. Maintain access to existing walkways, drives, parking areas, streets and other adjacent occupied or used facilities. Do not close or obstruct walkways, drives, parking areas, streets or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
  - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
  - 3. Provide protection of the work area and the general public as required by the NCBC and the local authorities at no additional expense to the owner.
  - 4. **Coordinate location of the construction fence with Owner/Architect. Safety of the project site and that of the tenants is priority while maintaining access to drives and residences.**

#### 1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
- 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
  - 2. Contractor shall coordinate and cooperate with local emergency officials to maintain unobstructed emergency access to areas of the surrounding site. Provide access identification as necessary at no additional cost to the owner.
- B. On-Site Work Hours: Limit work to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated. The owner's working periods are Monday to Thursday.
- 1. **Weekend hours: Owner may approve work on Saturday on a case-by-case basis. Contractor shall notify the Owner not less than 72 hours in advance of request to be considered. Approval shall be obtained in writing.**
- C. Holiday Schedule: The following schedule outlines the holidays that will be observed by the Owner and the respective days the Owner's and Facility Management Offices will be closed. Contractor may elect to work on these days, but shall coordinate his work schedule with the Owner in the event of an emergency.

<u>Holiday</u>	<u>Observance Date</u>	<u>Day(s) Scheduled Off Work</u>
<b>Check with Owner to confirm Holidays and Observance Date(s).</b>		

- D. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Owner not less than two days in advance of proposed utility interruptions.
  2. Occupied buildings at surrounding site shall not be left without water or power.
- E. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
1. Notify Owner not less than two days in advance of proposed disruptive operations.
- F. Smoking on-site: Smoking is not permitted on-site.
- G. Controlled Substances: Use of controlled substances is not permitted.

#### 1.7 MISCELLANEOUS PROVISIONS

- A. Permits and Acceptance:
1. **All Permit requirements shall be coordinated with the City of Goldsboro Inspections, Fire Department and Engineering Departments and PWC. Contractor shall pay all fees.**
  2. **Per the City of Goldsboro, all businesses that operate within the city limits of Goldsboro must have a business registration certificate. An active business registration must be on file, prior to applying for online permits. Include all fees in bid.**
  3. **Contractor will be required to submit all clearance reports to the City of Goldsboro in order for demolition permits to be issued. In addition to the City, the Contractor shall submit clearance reports to the Owner and Architect.**
  4. **The City of Goldsboro Inspections Department will require One (1) Demolition Permit for each building to be demolished. Coordinate all utility termination requirements, to prevent disruption to occupied buildings, with Inspections office and Owner. Include all fees in Bid.**
- B. The EPA's National Emission Standards for Hazardous Air Pollutants (NESHAP) requires an asbestos inspection and Ten (10) working days notification prior to the demolition and renovation of all commercial, institutional, or industrial facilities, except residential buildings having Four (4) or fewer dwelling units. The NESHAP requirement also applies to the demolition of all residences being demolished for commercial, institutional, or industrial purposes, **Notification for all demolition is required whether or not the buildings are found to contain asbestos.** Contact the NC DHHS; Health Hazards Control Unit, Application is included in Project Manual.
- C. Davis Bacon Wage Decision: The Davis Bacon Wage Decision included in the Project Manual may not cover all of the classifications and wage rates for the labor force anticipated on this project. If the wage decision being used for the project does not reflect classifications needed when completing payrolls, Contractor shall prepare a letter requesting additional classifications needed. The Contractor's request along with the required documentation will be forwarded to the HUD Atlanta office to obtain the additional classifications.
- D. Phone Numbers provided in this document are for the Contractor's convenience and are not guaranteed to be correct or the correct contact. Contractor shall verify all phone numbers and contacts.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

**SECTION 012100 - ALLOWANCES**

**PART 1 - GENERAL**

Allowances are established to allow timely Administration of the Contract, use of the Contingency Allowance will be by a written Modification.

Types of allowances required include the following: Contingency Allowance

**Contingency Allowances:** Use the contingency allowance only as directed for the Owner's purposes, and only by Change Orders which designate amounts to be charged to the allowance.

Related costs for products or equipment ordered under the contingency allowance, including delivery, installation, taxes, insurance, and similar costs are not part of the Contract Sum.

Change Orders authorizing use of funds from the contingency allowance will include related costs and reasonable overhead and profit.

**At Project Closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.**

Amounts: Include the dollar amounts from below in the contract.

Total Contingency	\$ 15,000.00
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END OF SECTION 012100

**SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION**

This Section specifies requirements for project coordination including:

- Coordination.
- Administrative and supervisory personnel.
- General installation provisions.
- Cleaning and protection.

Administrative Procedures: Coordinate scheduling and timing of administrative procedures with other activities to avoid conflicts and ensure orderly progress. Such activities include:

- Preparation of schedules.
- Installation and removal of temporary facilities.
- Delivery and processing of submittals.
- Progress meetings.
- Project closeout activities.

Staff Names: Within 10 days of Notice to Proceed, **submit a list of Contractor's staff assignments**, including Superintendent and personnel at the site; identify individuals, their duties and responsibilities, addresses and telephone numbers.

Post copies in the Project meeting room, the field office, and at each temporary telephone.

Cleaning and Protection: During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Final Acceptance.

Clean and maintain completed construction as often as necessary through the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

Limiting Exposures: Supervise operations to ensure that no part of construction, completed or in progress, is subject to harmful or deleterious exposure.

**SUBMIT A COPY OF THE SUBMITTAL REGISTER WITH EACH SUBMITTAL.  
CLEARLY INDICATE TYPE OF SUBMITTAL.**

END OF SECTION 013100

# SUBMITTAL REGISTER

HOUSING AUTHORITY OF THE CITY OF GOLDSBORO

#6041-C - CFP - DEMOLITION TO 16 FAIRVIEW APARTMENTS, PROJECT NC 15-1

SPEC. SECTION	CONTRACT NO.	DESCRIPTION OF SUBMITTAL	TYPE OF SUBMITTAL										REFERRED		ACTION			COPIES TO						
			SHOP	S	G	M	C	T	W	OTHER	DATE	NO.	TO CONSULTANT	DATE SENT	DATE	NO	MAKE	AMEND	R	DATE	C	O	SA	HA
			D R A W I N G	A M P L E	U A N U F I N T E R I O R	A E R T R A C T I O N	E S T I M A T E	S T R U C T U R E	A S N O T E D		S U B M I T T E D	R E C E I V E D												
		Schedule of Values								X														
		Construction Progress								X														
		Schedule								X														
		Subcontractor/Supplier List								X														
		Subcontractors' Insurance Cert								X														
		E-Verify Affidavit for Subs								X														
		Appointment of Lien Agent								X														
		Allowances								X														
#012100		Project Coordination								X														
#013100		Cutting and Patching								X														
#014500		Temporary Facilities and Controls								X														
#015000		Construction Waste Management and Disposal								X														
#017419		Closeout Procedures								X														
#017700		Warranties and Bonds								X														
#017707		Project Record Documents								X														
#017839		Structure Demolition								X														
#024116		Cleanout Plug Detail								X														
#024116A		Site Clearing								X														
#311000		Earth Moving								X														
#312000		Asphaltic Concrete Paving		X						X														
#321216A		Fiber Reinforced Portland Cement Concrete Paving		X						X														
#321217		Lawns and Grasses								X														
#329200																								

Submit these four items to:  
Sarah Stogner  
Stogner Arch.  
sstogner@stognerarchitecture.com



### **SECTION 014500 - CUTTING AND PATCHING**

**Cutting and Patching Proposal:** Where Approval of procedures is required before proceeding, **Submit a proposal describing procedures** in advance of the time cutting and patching will be performed. Include the following information, as applicable:

Where sidewalk is to be removed that butts to concrete to remain, saw cut at that location.

Describe the extent of cutting and patching required and how it is to be performed; indicate why it cannot be avoided.

Describe anticipated results; include changes to structural elements and operating components and changes in the building's appearance and other visual elements.

List products to be used and entities that will perform Work.

Indicate dates when cutting and patching is to be performed.

List utilities that will be disturbed, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.

Approval by the Architect to proceed does not waive the Architect's right to later require complete removal and replacement of Work found to be unsatisfactory.

**Structural Work:** Do not cut and patch structural elements in a manner that would reduce the load-carrying capacity or load deflection ratio. Obtain approval of the cutting and patching proposal before cutting and patching structural elements.

**Operation and Safety Limitations:** Do not cut and patch operating elements or safety components in a manner that would reduce their capacity to perform as intended, or would increase maintenance, or decrease operational life or safety. Obtain approval of the cutting and patching proposal before cutting and patching operating elements or safety related systems.

**Visual Requirements:** Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.

**Materials:** Use materials identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible. Use materials whose performance will equal or surpass existing materials.

**Inspection:** Before cutting, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.

**Temporary Support:** Provide temporary support of Work to be cut.

**Protection:** Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions that might be exposed during cutting and patching operations.

Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

Take all precautions to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

**Performance:** Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

Cut existing construction to provide for the installation of other components or the performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review procedures with the original installer; comply with the original installer's recommendations.

Where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.

Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill.

Comply with requirements of applicable sections of Division-2 where cutting and patching requires excavating and backfilling.

By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.

Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

Where feasible, inspect and test patched areas to demonstrate integrity of the installation.

Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

Where the removal of walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary to achieve uniform color and appearance.

**Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken area containing the patch, after the patched area has received primer and second coat.**

Patch, repair or rehang existing ceilings as necessary to provide an even plane surface of uniform appearance.

Cleaning: Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove paint, mortar, oils, puttying and similar items. Thoroughly clean piping, conduit and similar features before painting or finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION 014500

**SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS**

PART I - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is not available for use without metering and without payment of use charges. Provide temporary water supply to support demolition operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is not available for use without metering and without payment of use charges. Provide temporary power source to support demolition operations. Power is not available at building(s).

1.3 INFORMATIONAL SUBMITTALS

- A. Site Plan: Refer to plans for staging areas, and parking areas for construction personnel. **Contractor shall prepare and submit plan to Architect/Owner Seven (7) days in advance of Pre-Demolition meeting. Review plan with Architect/Owner at Pre-Demolition meeting. Submit project schedule at same time.**
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program. **Review program at Pre-Demolition meeting.**

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top rails.

### 2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service as necessary. Contractor shall be responsible for all associated fees.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- C. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for demolition operations.
- D. Lighting: Provide temporary lighting as required by Contractor to fulfill security and protection needs.
- E. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel.
  - 1. At each telephone, post a list of important telephone numbers.
    - a. Police and fire departments.
    - b. Ambulance service.
    - c. Contractor's home office.
    - d. Contractor's emergency after-hours telephone number.
    - e. Architect's office.
    - f. Owner's office.
    - g. Principal subcontractors' field and home offices.

2. Provide superintendent with cellular telephone for use when away from field office.

- F. Electronic Communication Service: Provide access to a computer adequate for use by Architect and Owner to access project electronic documents and maintain electronic communications.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. Use of Paved Areas: Contractor may access the Project Site as designated and shall protect the public roads and paved areas, curb and gutter, sidewalks and other existing city improvements from damage.

- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

- C. Parking: Provide temporary parking areas for construction personnel.

- D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site and excavations free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.

- E. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Temporary Signs: Provide signs as required to inform public and individuals seeking entrance to Project.

- a. Provide temporary, directional signs for construction personnel and visitors.

- F. Waste Disposal Facilities: Provide waste-collection in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

- G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

- C. Temporary Erosion and Sedimentation Control: Comply with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements specified in Section 311000 "Site Clearing."

- D. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
  2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
  3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
  4. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.
- E. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade demolition to prevent flooding by runoff of stormwater from heavy rains.
- F. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- G. Pest Control: Engage pest-control service to recommend and implement practices to remove animals, rodents, roaches, and other pests and to perform extermination and control procedures prior to beginning work. Perform control operations lawfully, using materials approved by authorities having jurisdiction.
- H. Site Enclosure Fence: Before demolition operations begin, furnish and install site enclosure fence (Chain link fence) in a manner that will prevent people and animals from easily entering site except by entrance gates.
1. Extent of Fence: As indicated on Drawings. Locate as necessary to avoid site obstructions. Coordinate any access required by utility providers or authority having jurisdiction.
  2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
  3. Provide Knox box as required by authority having jurisdiction.
- I. Security Enclosure and Lockup: Install temporary enclosure around areas of demolition. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- J. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- K. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.
1. Prohibit smoking on-site.
  2. Supervise operations for sources of fire ignition according to requirements of authorities having jurisdiction.
  3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than just prior Pre-Final

Observation. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor.
2. Just prior to Pre-Final Observation, repair, renovate, and clean permanent facilities used during construction period.

END OF SECTION 015000

**SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes site work related administrative and procedural requirements for the following:
  - 1. Recycling nonhazardous demolition waste.
  - 2. Disposing of nonhazardous demolition and construction waste.
- B. Related Sections:
  - 1. Division 1 Section "Selective Demolition" for disposition of waste resulting from demolition and site improvements.
  - 2. Division 2 Section "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.2 DEFINITIONS

- A. Construction Waste: Site improvement materials and other solid waste resulting from construction, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Waste Management Coordinator: The project superintendent shall be designated as the Project Superintendent, waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management. Project Superintendent shall be present at Project site full time while is in progress.
- C. Notification: Notify workers and subcontractors on proper waste management procedures, as appropriate for the Work occurring at Project site.



3.2 RECYCLING, GENERAL

- A. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- B. Procedures: Separate Recyclers waste materials, per requirements.
  - 1. Provide appropriately marked containers or bins as required for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
    - a. Inspect containers and bins for contamination and remove contaminated materials if found.
  - 2. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.3 DISPOSAL OF WASTE

- A. General: Except for materials to be recycled remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 017419

**SECTION 017700 - CLOSEOUT PROCEDURES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Pre-Final Observation procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.
- B. Related Requirements:
  - 1. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
- C. Final Acceptance Procedures shall apply to project. Warranties will begin on the date of Final Acceptance. Contractor will be required to submit the Pre-Final Observation and Final Acceptance forms for entire project.
- D. **In the event that the condition of the work is such that the A/E must conduct a Final Review (checking of punch list) more than one time the Contractor shall reimburse the Owner for cost involved with each additional visit/office time by A/E and Owner Cost.**
- E. **LIQUIDATED DAMAGES STOP AT FINAL COMPLETION OF THE WORK OR FINAL ACCEPTANCE.**
  - 1. Contractor is advised to review the HUD General Conditions, Section 33, Paragraph (C) "the resulting damage will consist of liquidated damages until the work is completed or accepted".
  - 2. Contractor is advised to review the HUD General Conditions, Section 23 Warranty paragraph (a) Warranty begins from the date of final acceptance of the work.

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Pre-Final Observation.
- C. Certified List of Incomplete Items: Final submittal at Final Acceptance.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.

## 1.5 PRE-FINAL OBSERVATION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Pre-Final Observation: Complete the following a minimum of 10 days prior to requesting observation. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, final completion construction photographic documentation, damage surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, final certifications, and similar documents.
- C. Procedures Prior to Pre-Final Observation: Complete the following a minimum of 10 days prior to requesting observation. List items below that are incomplete at time of request.
  - 1. Advise Owner of pending insurance changeover requirements.
  - 2. Advise Owner's personnel of changeover in security provisions.
  - 3. Terminate and remove temporary facilities from Project site, along with construction tools, and similar elements.
  - 4. Complete final cleaning requirements.
- D. Observation: Submit a written request with attached form(s), for observation a minimum of 10 days prior to date the work will be completed and ready for final observation and tests. On receipt of request, Architect will either proceed with observation or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Final Acceptance after observation or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
  - 1. Re-Observation: Request a re-observation when the Work identified in previous observations as incomplete is completed or corrected.
  - 2. Results of completed observation will form the basis of requirements for final completion.
  - 3. If the work has not been completed at the second visit, the contractor agrees to reimburse the Owner for cost of future site observations, not limited to, but including A/E cost and Owner cost.

## 1.6 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final observation for determining final completion, complete the following:
  - 1. Certified List of Incomplete Items: Submit certified copy of Architect's Pre-Final observation list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  - 2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Observation: Submit a written request, with attached form(s), for final observation to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final observation and tests. On receipt of request, Architect will either proceed with observation or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after observation or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-Observation: Request re-observation when the Work identified in previous observations as incomplete is completed or corrected.
2. In the event that the condition of work is such that the A/E must conduct a Final Observation (checking of punch list) more than one time the Contractor shall reimburse the Owner for cost involved with each additional visit/office time by A/E and Owner Cost.

#### 1.7 FINAL PAY REQUEST PROCEDURES

A. Submittals with Final Pay Request: Submit the following with the Final Pay request, if not sent prior to:

1. Submit a final Application for Payment.
2. Certificate & Release (HUD Form) (2 copies).
3. Contractor's Subcontractor's & Supplier's Affidavit & Release (AIA Document G706A) (2 copies).
4. Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706) (2 copies).
5. Certification that all "Punch List" items have been completed and request for "Final Observation".
6. Consent of Surety Company to Final Payment (AIA G707) (2 copies).
7. Certificate of Punch List Completion (2 copies).
8. Certificate of Final Completion and Acceptance – (shall be basis for completion of work, start of warranty period and potential Liquidated Damages).
9. Signed Compliance Statements from Building, Electrical, HVAC, etc., Inspectors as required (1 copy).
10. List of all Subcontractors and Material Suppliers including addresses and phone numbers
11. Adjustment of Allowances.
12. Provide certification that all new construction is Asbestos Free.
13. Section 3 Final Report (HUD Form 60002).
14. MBE Final Reports.
15. As Built Drawings (Electronic and Hard Copy); When capping underground water, sewer, the contractor shall record on the AS BUILTS, the location, depth and size of the utility being capped.
16. All Final Payroll Reports.
17. Daily Project Logs.
18. E-Verify Affidavits for Subcontractors.

B. **IF ALL CLOSE OUT DOCUMENTATION IS NOT SUBMITTED WITHIN THIRTY (30) DAYS FROM DATE OF FINAL ACCEPTANCE, THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY ADDITIONAL COST INCURRED BY THE ARCHITECT/OWNER.**

#### 1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize items applying to each Phase by major element, including categories for debris removal, landscaping, clean-up.
  2. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.
  3. Submit list of incomplete items in the following format:
    - a. PDF electronic file.

PART 2 - PRODUCTS

2.1 NOT USED.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental, antipollution regulations.
- B. Cleaning: Employ experienced workers for final cleaning.
  - I. Complete the following cleaning operations before requesting observation for certification of Final Acceptance for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits. Wash down heavy soiled or stained areas.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Sweep concrete walks, pavements, curbs and gutter broom clean. Wash down heavy soiled or stained areas.
    - f. Leave Project clean and stabilized.

END OF SECTION 017700

**REQUEST FOR PRE-FINAL PUNCH OBSERVATION**

**FOR:  
FAIRVIEW BUILDING DEMOLITION – 16 APARTMENTS  
GOLDSBORO, NORTH CAROLINA  
PROJECT NO. 6041-C**

In preparation for the Pre-Final Punch Observation, the Contractor certifies that the Project Manager and Project Superintendent have reviewed the drawings, specifications, addendum, shop drawings and change orders and confirmed that all required work has been completed (or attaches a listing of any work not completed).

The Project Superintendent (prior to the request for a Pre-Final Punch Observation visit) shall prepare for the A/E a list of incomplete or unsatisfactory items and a schedule for their completion including a list for all subcontractors. The Project Manager has reviewed the superintendent's list and the work and is in concurrence. The list shall be submitted as an attachment to this request (mark items that are corrected prior to request).

The Project Manager and the Project Superintendent recognize that it is the Prime Contractor's responsibility to inspect the work for defects and deficiencies prior to requesting a Pre-Final Punch Observation by the A/E. The Contractor has reviewed Section 017700, Closeout Procedures, and is aware of close out requirements. Required Documentation is attached:

\_\_\_\_\_  
Project Superintendent

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Prime Contractor (Name)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
\_\_\_\_\_

**Attachments:**

\_\_\_\_\_  
Prime Contractor's Punch List  
\_\_\_\_\_  
Inspection Certificates

**The Pre-Final Punch Observation will not be considered complete until these items have been submitted.**

The Final Completion Observation will not be scheduled until the Contractor has requested the final observation for purpose of verifying that punch list is correct. The Contractor is aware that if the final observation reveals punch list items that were not corrected, that the Contractor is responsible for all additional cost to the Owner for continued effort of the Architect/Engineer related to additional observation efforts.

**REQUEST FOR FINAL ACCEPTANCE (CHECKING OF PUNCH LIST)**

**FOR:  
FAIRVIEW BUILDING DEMOLITION – 16 APARTMENTS  
GOLDSBORO, NORTH CAROLINA  
PROJECT NO. 6041-C**

The Contractor understands that the intent of the Final Acceptance Visit is to observe that all punch list items from the Contractor's pre-final punch list and the Architect's pre-final punch list have been completed. (New items discovered will be added to the list). The Project Manager and Project Superintendent certify that they have personally checked to verify that all trades have actually corrected punch list items prior to requesting this visit.

The Contractor's pre-final punch list and Architect's pre-final punch list are attached with indications that each item has been checked and is complete. Any items not complete (such as seasonal planting) are to be clearly identified.

The Contractor has reviewed Section 017700, Closeout Procedures, and is aware of close out requirements. Required documentation is attached. The Contractor is aware that if the final observation reveals punch list items that were not corrected, that the Contractor is responsible for all additional cost to the Owner for continued effort of the A/E related to re-checking of the work.

\_\_\_\_\_  
Project Superintendent

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Prime Contractor (Name)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
\_\_\_\_\_

**Attachments:**

\_\_\_\_\_  
A/E Punch List from Pre-Final Punch Observation Review Signed By Superintendent

\_\_\_\_\_  
Certification that all "Punch List" items have been completed and request for "Final Observation"

**SECTION 017707 - WARRANTIES AND BONDS**

**Related Damages and Losses:** When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

**Reinstatement of Warranty:** When Work covered by a warranty has failed and been corrected, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

**Replacement Cost:** On determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through part of its useful service life.

**Owner's Recourse:** Written warranties made to the Owner are in addition to implied warranties, and shall not limit duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

**Warranty:** Work shall be warranted for one year from date of final completion.

END OF SECTION 017707



**SECTION 017839 - PROJECT RECORD DOCUMENTS**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set of marked-up record prints.

- a. Initial Submittal:

- 1) Submit PDF electronic files of scanned record prints.
- 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.

- b. Final Submittal:

- 1) Submit PDF electronic files of scanned record prints and one set of prints.
- 2) Print each drawing, whether or not changes and additional information were recorded.

1.3 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual location, where locations vary from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later, **NOT LIMITED TO BUT INCLUDING: underground utilities such as water, sewer, power etc.; show location, depth and size of utility.**
- b. Accurately record information in an acceptable drawing technique.
- c. Record data as soon as possible after obtaining it.
- d. Record and check the markup before enclosing concealed installations.

2. Content: Types of items requiring marking include, but are not limited to, the following:

- a. Locations of utilities remaining and not shown on survey.
- b. Alternate utility termination points than those reflected on the construction documents.
- c. Locations and depths of underground utilities.
- d. Changes made by Change Order or Construction Change Directive.
- e. Changes made following Architect's written orders.

- f. Record information on the Work that is shown only schematically.
  - 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  - 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  - 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
- 1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  - 2. Format: Annotated PDF electronic file.
  - 3. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Contractor.

#### 1.4 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store record documents in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

#### PART 2 - PRODUCTS

#### PART 3 - EXECUTION

END OF SECTION 017839

**SECTION 024116 - STRUCTURE DEMOLITION**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of buildings and site improvements.
2. Removing below-grade construction.
3. Disconnecting, capping or sealing, and removing site utilities.

B. Related Sections:

1. Section 011000 "Summary" for use of the premises and phasing requirements.
2. Section 311000 "Site Clearing" for site clearing and removal of above- and below-grade site improvements not part of building demolition.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered or removed during demolition remain the property of Owner.
  1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified refrigerant recovery technician.
- B. Qualification Data: For qualified demolition contractor. **See Form of Bid.**
- C. Proposed Protection Measures: Submit informational report, including Drawings, that indicates the measures proposed for protecting individuals and property for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers. **Contractor shall prepare and submit plan to Architect/Owner Seven (7) days in advance of Pre-Demolition meeting. Review measures with Architect/Owner at Pre-Demolition meeting.**

**Permits and Acceptance:**

- All Permit requirements shall be coordinated with the City of Goldsboro Inspections, Fire Department and Engineering Departments and PWC. Contractor shall pay all fees.
- Per the City of Goldsboro, all businesses that operate within the city limits of Goldsboro must have a business registration certificate. An active business registration must be on file, prior to applying for online permits. Include all fees in bid.
- Contractor will be required to submit all clearance reports to the City of Goldsboro in order for demolition permits to be issued. In addition to the City, the Contractor shall submit clearance reports to the Owner and Architect.
- The City of Goldsboro Inspections Department will require One (1) Demolition Permit for each building to be demolished. Coordinate all utility termination requirements, to prevent disruption to occupied buildings, with Inspections office and Owner. Include all fees in Bid.

The EPA's National Emission Standards for Hazardous Air Pollutants (NESHAP) requires an asbestos inspection and Ten (10) working days notification prior to the demolition and renovation of all commercial, institutional, or industrial facilities, except residential buildings having Four (4) or fewer dwelling units. The NESHAP requirement also applies to the demolition of all residences being demolished for commercial, institutional, or industrial purposes, **Notification for all demolition is required whether or not the buildings are found to contain asbestos.** Contact the NC DHHS; Health Hazards Control Unit, Application is included in Project Manual.

- D. **Final Asbestos Clearance Testing Reports: Contractor will be required to submit clearance reports for all buildings to the inspections office, the Architect and the Owner prior to Building Demolition. See separate manual for Hazardous Materials provided by owner's separate consultant.**
- E. Prepare and submit a schedule of Building Demolition Activities to Architect/Owner Seven (7) days in advance of Pre-Demolition Meeting. NOTE: There is a separate contract for work surrounding the Fairview Circle, do not interfere with separate Contractor Activities, Coordinate with them to avoid conflicts. Review schedule with Architect/Owner at Pre-Demolition Meeting. Indicate the following:
  - 1. Detailed sequence of demolition work, with starting and ending dates for each activity.
  - 2. Temporary interruption of utility services.
  - 3. Shutoff and capping of utility services.
- F. Predemolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by demolition operations. **Submit before contractor mobilizes and begins any work on site.**
- G. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
- H. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

## 1.6 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.
- D. Predemolition Conference: Conduct conference at location determined by Architect/Owner.
  - 1. Inspect and discuss condition of construction to be demolished.
  - 2. Review structural load limitations of existing structures.

3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review and finalize protection requirements.
5. Review procedures for noise control and dust control.
6. Review procedures for protection of adjacent buildings.
7. Review items to be salvaged and returned to Owner.
8. Review temporary facilities and controls plan and fire safety program.

#### 1.7 PROJECT CONDITIONS

- A. Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
  1. Provide not less than 72 hours' notice of activities that will affect operations of adjacent occupied buildings.
  2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
    - a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.
- B. Owner assumes no responsibility for buildings and structures to be demolished.
  1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Hazardous Materials: Hazardous materials are present in buildings and structures to be demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
  1. Hazardous material general information is provided elsewhere in the Contract Documents.
  2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified by abatement designer and in accordance with state and federal guidelines.
  3. Execute and provide information required to various parties prior to commencing demolition operations.
- D. On-site storage or sale of removed items or materials is not permitted.

#### 1.8 COORDINATION

- A. Arrange demolition schedule so as not to interfere with Owner's on-site operations or operations of adjacent occupied buildings.
- B. Regulatory Requirements: Comply with governing EPA and state notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

### PART 2 - PRODUCTS (Not Used)

#### 2.1 SOIL MATERIALS

- A. Satisfactory Soils: Comply with requirements in Section 312000 "Earth Moving."

PART 3 - EXECUTION

3.1 DEMOLITION CONTRACTOR

A. Demolition Contractor:

1. **Contractor shall demonstrate a minimum of Ten (10) years experience in building demolition. Experience shall parallel or exceed the Scope of Work and complexity of this project. See Form of Bid.**

3.2 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations. Coordinate with all utility companies prior to demolition; not limited to but including: East Coast Electric, phone, cable, fiber optic internet cable provider, water, sewer, gas. Cap lines per utility requirements for water and sewer.
- B. **Contractor shall visit the project site and buildings to evaluate existing construction.**
- C. Inventory and record the condition of items to remain. Provide photographs of conditions that might be misconstrued as damage caused by demolition operations. **Submit before contractor mobilizes and begins any work on site.**
- D. Verify that hazardous materials have been removed before proceeding with building demolition operations.

3.3 PREPARATION

- A. Refrigerant: Remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction before starting demolition.
- B. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.
  1. Contractor shall arrange to shut off utilities.
  2. Arrange to shut off indicated utilities with utility companies.
  3. If removal of utility services will affect adjacent occupied buildings, then provide utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
  4. Cut off pipe or conduit below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
- C. **Existing Utilities: Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.** Disconnect existing sewer behind curb and install new cleanout at that location and cap line for future re-connection when owner rebuilds on site, see attached cleanout plug detail and detail/notes on plans.
- D. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
  1. Strengthen or add new supports when required during progress of demolition.

### 3.4 PROTECTION

- A. Existing Facilities: Protect adjacent walkways, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.
- B. Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations.
  - 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
  - 2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.
    - a. Provide at least 72 hours' notice to occupants of affected buildings if shutdown of service is required during changeover.
- C. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated. Comply with requirements in Section 015000 "Temporary Facilities and Controls."
  - 1. Protect adjacent buildings and facilities from damage due to demolition activities.
  - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
  - 3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
  - 4. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 5. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
  - 6. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
  - 7. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.
  - 8. Provide protection for sidewalks and curb and gutter where vehicles cross, repair/replace damage from construction activity including broken walks and curbing and damage to asphalt.
- D. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

### 3.5 DEMOLITION, GENERAL

- A. General: Demolish indicated buildings and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
  - 2. Maintain fire watch during and for at least 2 hours' after flame cutting operations.
  - 3. Maintain adequate ventilation when using cutting torches.
  - 4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Engineering Surveys: During demolition, perform surveys to detect hazards that may result from building demolition activities. Contractor will be responsible for any costs associated with Engineering services.
- C. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

D. Explosives: Use of explosives is not permitted.

### 3.6 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
  1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.
- C. Below-Grade Construction: Demolish foundation walls and other below-grade construction.
  1. Remove below-grade construction, including basements, foundation walls, and footings, completely.
- D. Existing Utilities: Demolish and remove existing utilities and below-grade utility structures.
  1. Piping: Disconnect piping at unions, flanges, valves, or fittings.
  2. Wiring Ducts: Disassemble into unit lengths and remove plug-in and disconnecting devices.
  3. The owner will be responsible for having the overhead power disconnected by East Coast Electric.

### 3.7 SITE RESTORATION

- A. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials according to backfill requirements in Section 312000 "Earth Moving."
- B. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades. As part of Base Bid, Contractor shall provide suitable fill and top soil to bring ANY depressions back up to existing grades, compact to 85%. The intent is to not leave site with low areas that hold water. Establish grass.
  1. Fine grade areas, removing extraneous demolition debris, in preparation for seed and straw.

### 3.8 REPAIRS

- A. Promptly repair damage to adjacent buildings caused by demolition operations.

### 3.9 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved landfill acceptable to authorities having jurisdiction.



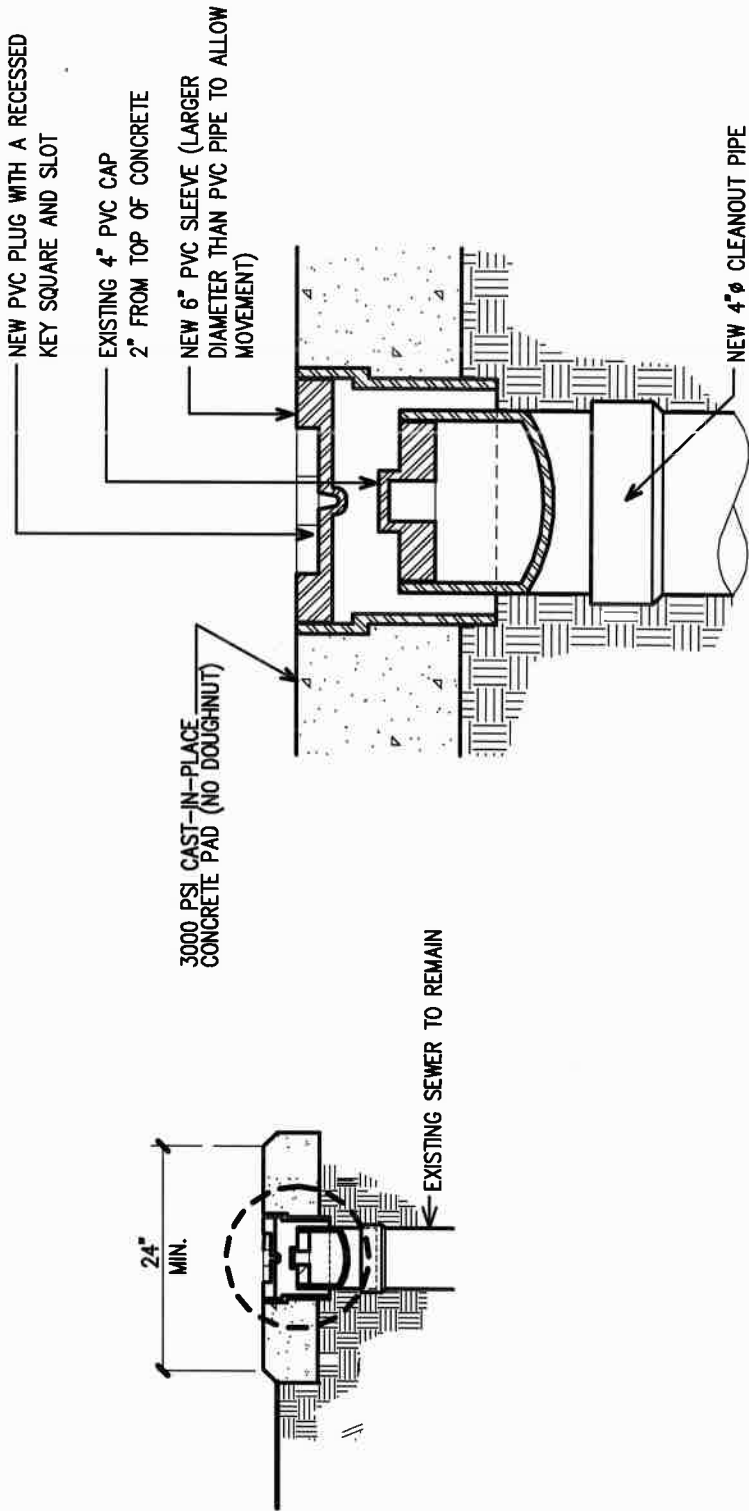
1. Do not allow demolished materials to accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Do not burn demolished materials.

3.10 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.
1. Clean roadways of debris caused by debris transport, daily.
  2. Clean curb and gutter lines of any stone, dirt or material that is the result of temporary construction entrance/exit.

END OF SECTION 024116

SECTION 024116A - CLEANOUT PLUG DETAIL



**CLEANOUT PLUG DETAIL**  
NO SCALE

**SECTION 311000 - SITE CLEARING**

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Removing existing vegetation.
2. Clearing and grubbing.
3. Stripping and stockpiling topsoil.
4. Removing above- and below-grade site improvements.
5. Disconnecting, capping or sealing site utilities.
6. Temporary erosion- and sedimentation-control measures.

1.2 MATERIAL OWNERSHIP

- A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.3 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. **Utility Locator Service: Notify utility locator service for area where Project is located before site clearing. Contractor shall be responsible for having public and private utility/service lines located. Damage to public or private lines to remain, as a result of the Contractor's demolition operations, shall be replaced at the Contractor's expense. Damage to public or private utility/service lines to be removed, as a result of the Contractor's demolition operations, shall be at the Contractor's expense, should the damage disrupt service in occupied buildings.**
- C. Do not commence site clearing operations until temporary erosion and sedimentation-control and plant-protection measures are in place.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."
1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect existing site improvements to remain from damage during construction.
  - 1. Restore damaged improvements to their original condition, as acceptable to Owner.
- B. Verify that trees to remain have been flagged and that protection zones have been identified and enclosed.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion and sedimentation-control requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 EXISTING UTILITIES

- A. Locate, identify, disconnect, and seal or cap utilities indicated.
  - 1. Arrange with utility companies to shut off indicated utilities.
- B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Architect not less than 72 hours' in advance of proposed utility interruptions.
- C. Removal of underground utilities is included in earthwork sections and Section 024116 "Structure Demolition."

3.4 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation.
  - 1. Remove stumps and roots, obstructions, and debris complete.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

3.5 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.

- B. Strip topsoil to depth of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.

3.6 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated.

3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 311000

**SECTION 312000 - EARTH MOVING**

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Preparing subgrades for turf and grasses.

1.2 DEFINITIONS

A. Backfill: Soil material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

C. Fill: Soil materials used to raise existing grades.

D. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

E. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

F. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.3 PROJECT CONDITIONS

- A. **Utility Locator Service:** Notify utility locator service for area where Project is located before beginning earth moving operations. Contractor shall be responsible for having public and private utility/service lines located. Damage to public or private lines to remain, as a result of the Contractor's demolition operations, shall be replaced at the Contractor's expense. Damage to public or private utility/service lines to be removed, as a result of the Contractor's demolition operations, shall be at the Contractor's expense, should the damage disrupt service in occupied buildings.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
  - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

## 2.2 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored to comply with local practice or requirements of authorities having jurisdiction.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.

### 3.2 EXCAVATION FOR UTILITY CAPPING

- A. Excavate trenches to existing utility depths.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
  - 1. Clearance: 12 inches each side of pipe or conduit.
  - 2. Depth: Contractor to figure a depth of 36". Excavation depths greater than 36" for the removal of water and sewer lines and backfill of trenches are outlined in the Form of Bid – Unit Pricing.

### 3.3 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

### 3.4 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

- C. Place and compact initial backfill of subbase material, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
  - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- D. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- E. Install warning tape directly above utilities, 12 inches below finished grade.

### 3.5 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
  - 1. Under grass and planted areas, use satisfactory soil material.

### 3.6 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
  - 1. Do not place backfill or fill soil material on surfaces that are muddy.
  - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

### 3.7 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
  - 1. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 90 percent.
  - 2. Compact each layer of initial and final backfill soil material at 90 percent.

### 3.8 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections.
- B. Site Rough Grading: Slope grades to prevent ponding. Finish subgrades to required elevations within the following tolerances:
  - 1. Turf or Unpaved Areas: Plus or minus 1 inch.



3.9 FIELD QUALITY CONTROL

- A. **Testing Agency: Contractor shall engage a qualified geotechnical engineering testing agency to perform tests and inspections.**
  - 1. **Submit reports weekly, following periods that the testing agency representative is on-site.**
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.10 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.11 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

**SECTION 321216A - ASPHALTIC CONCRETE PAVING**

**PART 1 – GENERAL: SECTION INCLUDED IN EVENT THAT CONSTRUCTION DAMAGES EXISTING ASPHALT PAVEMENT AND REPAIRS/REPLACEMENT IS NEEDED.**

**SUMMARY**

Section Includes:

Furnishing, placing, and compacting of new asphaltic paving.  
Traffic and lane markings.

**QUALITY ASSURANCE:**

Where these Specifications differ from, or are in conflict with the North Carolina Department of Transportation's Specifications, the applicable governmental agency's specifications shall apply.

Special attention is called to the fact that certain portions of the work for this Project are described by reference to the "Standard Specifications". The term "Standard Specifications" refers to "The Standard Specifications for Road and Bridge Construction" approved and adopted by the North Carolina Department of Transportation. In any case, where a specific detail regarding materials or method of construction has been omitted in the Specifications, such work shall be performed in accordance with the requirements of the "Standard Specifications".

**Testing Inspection Service:** The Contractor will provide material testing and inspection service for quality control testing during paving operations.

**SUBMITTALS:**

**Provide samples:** manufacturer's data, test reports, and material certifications as required in the reference specifications.

**Material Certificates:** Provide copies of material certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

**JOB CONDITIONS:**

**Traffic Control:**

Maintain access for vehicular and pedestrian traffic as required for residents.

Provide flagmen, barricades, warning signs and warning lights as required.

**Grade Control:** Establish and maintain required lines and elevations.

**Weather Limitations:** Apply asphalt materials when ambient temperature is above 40 degrees F, and when temperature has not been below 35 degrees F for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture.

**PART 2 - PRODUCTS**

**MATERIALS AND CONSTRUCTION:**

**Base:** Stabilized aggregate base course meeting NC DOT specification Division 5.

**Base Course Aggregate:** Sound, angular crushed stone, crushed gravel, or crushed slag, sand, stone or slag screenings.

**Aggregate Base Course:** Thicknesses indicated on the plans are the compacted thicknesses. The aggregate material shall be placed on the subgrade in such a manner as to prevent segregation. Where the required compacted thickness of base is 6 inches or less, the base material may be spread and compacted in one layer. Where the compacted thickness is more than 8 inches, the base material shall be spread and compacted in two or more lifts approximately 4-6 inches. Each layer of material shall be compacted tested, and approved before placing succeeding layers of base material or pavement.

Each layer of the base shall be compacted to a density equal to at least 100% of that obtained by compacting a sample of the material in accordance with ASTM D-698. The base material shall be compacted at a moisture density indicated by the above test method. The Contractor shall dry or add mixture to the material when required to provide a uniformly compacted and acceptable base.

The base material shall be shaped to conform to the lines, grade, and typical sections shown on the plans or established by the Designer. When completed, the base course shall be smooth, hard, dense, unyielding, and well-bounded. The thickness of the base shall be within a tolerance of plus or minus ½ inch of the base thickness specified.

**Binder:** Hot laid asphaltic concrete binder course meeting NC DOT specification Division 6.

**Surface Course:** Hot laid asphaltic concrete surface course meeting NC DOT specification Division 6. Surface course shall be Type I-2 asphalt plant mix, minimum thickness as specified or shown on plans.

**Prime Coat:** Cut-back asphalt type; AASHTO M 82 (ASTM D 2027), MC-30.

**Sealcoat:** Proprietary products as manufactured by "Tarconite" Neyra Industries, Inc. (800) 547-7077 or approved equal.

Sealcoat mix shall be "Tarconite" paving sealer or approved equal.

**Sealcoat:** Asphalt Institute Manual MS-4, sand or slurry type.

Sealcoat shall meet or exceed the US Air Force requirements, the FAA and Federal Government Specification R.P. 355-d (GSA-FSS) which calls for a coal tar sealer that is impervious to gas, oils, and any type of solvents that are usually harmful to asphalt surfaces. The concentrated material shall be diluted by no more than 25% with water.

**Sand:** A minimum of 5 pounds of sand will be added to each gallon of concentrated sealcoat material. The mineral aggregate shall be clean, hard, durable, and free of foreign matter. The sand shall have a mesh size of 60-100.

**Water:** The water used for mixing shall be clean and potable.

**Lane Marking Paint:** Chlorinated rubber-alkyd type, FS TT-P-115, Type III.

### **PART 3 - EXECUTION**

#### **GENERAL:**

Base shall be placed in accordance with Division 5 of NC DOT specifications.

Binder shall be placed in accordance with Division 6 of NC DOT specifications.

Surface course shall be placed in accordance with Division 6 of NC DOT specifications.

After the earthwork has been substantially completed and related work has been completed, the subgrade shall be brought to the lines, grades, and typical cross-section shown on the plans, and finished in accordance with these specifications.

The subgrade shall be properly shaped and thoroughly compacted so that it conforms to the lines and grades as shown, and shall be brought to a firm unyielding condition before any base course is placed thereon. If the subgrade does not contain sufficient moisture for compaction, it shall be wetted to optimum moisture content.

All soft and yielding material, boulders, loose stones or any other unsuitable material in the subgrade which will not compact readily shall be removed and replaced with suitable material which shall be thoroughly compacted. All submerged roots, stumps, or other perishable matter encountered in the preparation of the subgrade shall be removed.

In preparing the subgrade, the material excavated shall not be piled outside and along the forms in such a manner as to interfere with the proper drainage of the subgrade.

#### **Rolling of Subgrade:**

The subgrade shall be rolled as required by the Designer for the entire length of the project with a 10-ton or heavier vibratory drum roller.

During the rolling of the subgrade, the surface shall be maintained smooth by blading or other approved means. Rolling shall be continued until the subgrade has been compacted throughout to its maximum practical density as determined by the Designer. A density of at least 95 Standard Proctor Maximum Dry Density of optimum moisture content shall be obtained in accordance with ASTM D-698 under areas for roads and parking areas. Any portion of the subgrade inaccessible to rolling operations shall be thoroughly compacted with hand or mechanical tamps.

**Protection of Subgrade:** Ditches and drains shall be provided and maintained to satisfactorily drain the subgrade. In no case shall any base course be placed on frozen or muddy subgrade. Frost crystals or mud caused by freezing and thawing shall be removed and replaced with suitable material or allowed to dry before placing any base course. If ruts are formed in the preparation subgrade, the subgrade shall be scarified, re-shaped, and thoroughly compacted.

## **PREPARATION**

**Surface Preparation:** Remove loose material from compacted subbase surface immediately before applying herbicide treatment or prime coat.

**Notify Contractor** of unsatisfactory conditions. Do not begin paving work until deficient subbase areas have been corrected and are ready to receive paving.

**Prime Coat:** Apply at rate of 0.20 to 0.50 gal. per sq. yd., over compacted subgrade. Apply material to penetrate and seal, but not flood surface. Cure and dry as long as necessary to attain penetration and evaporation of volatile vapors. Allow to dry until at proper condition to receive paving.

**Preparation of Asphaltic Cement:** The asphalt cement shall be so heated as to secure even heating between 270 degrees F and 350 degrees F.

**When the prime or tack coat** is applied adjacent to curb, gutter, or any other concrete surface (except where they are to be covered with a bituminous wearing course) such concrete surfaces shall be protected by heavy paper or other protective material while the prime or tack coat is being applied. Any bituminous material deposited on such concrete surfaces shall be removed immediately.

**Transportation of Mixture:** The mixture shall be transported in tight vehicles previously cleaned of all foreign material and shall be covered with a waterproof canvas cover of sufficient dimensions to protect it from weather conditions. The inside surface of the truck bodies may be thinly coated with soapy water, or a mixture of water with not more than 10 percent of lubricating oil, but no excess of either shall be used. After the truck bodies are coated and before any mixture is placed therein, they shall be raised so that all excess water will drain out. Kerosene, gasoline, and similar products shall not be used.

## **Preparation for Sealcoating:**

All vegetation shall be removed from all surfaces to be sealed.

All surfaces to be sealed shall be thoroughly cleaned to remove all foreign debris (dirt, silt, gravel, leaves, etc.) using mechanically powered forced air.

Mud areas shall be scraped thoroughly, scrub-washed and rinsed with clear fresh water.

Oil spots shall be coated with an acrylic oil spot primer to achieve sealer adhesion and prevent bleeding.

Cracks measuring between 1/8" and 1/2" will be filled with a rubberized crack filler as recommended by sealcoat manufacturer.

## **APPLICATION**

**Placing Mixture:** Place asphalt concrete mixture on prepared surface, spread and strike-off. Spread mixture at minimum temperature of 225 degrees F. Place in accessible and small areas by hand. Place each course to required grade, cross section, and compacted thickness.

Application of Prime Coat:

After the base has been finished to the lines and grades indicated on the drawings and after all tests and related checking has determined that the base meets specifications, the prime coat shall be applied. Care shall be taken to remove all loose dust, dirt, and objectionable matter. If deemed necessary, the base shall be slightly sprinkled with water in advance of the prime coat.

The amount to be applied shall be sufficient to coat the surface thoroughly and uniformly without any excess to form pools or to flow off the base. The base shall be primed by the application of approximately 0.15 gallons per square yard of RC--70. Cutback asphalt shall conform to the requirements of AASHTO Designation M-81.

Following the application of the prime material, a light uniform application of clean sand shall be applied and rolled for the full width of the base. The same shall be nonplastic, shall be free from silt and rock particles and shall not contain any sticks, vegetation, grass, roots, or organic matter. After the same covering has been applied and rolled, the surface may be opened to traffic.

Application of Tack Coat:

In general, a tack coat will not be used on primed bases except in areas which have become excessively dirty and cannot be cleaned or where the prime has cured and lost all of its bonding effect. No tack coat shall be applied until the primed base or leveling course has been cleaned and is free from sand, dust, or other objectionable material.

The tack coat shall be applied with a pressure distributor. It shall be heated to a suitable consistency and applied in a thin uniform layer at the rate of between 0.03 and 0.06 gallons per square yard. The tack coat shall be applied sufficiently in advance of the laying of the wearing surface to permit drying, but shall not be applied so far in advance or over such an area as to lose its adhesiveness as a result of being covered with dust or other foreign material. Suitable precautions shall be taken by the Contractor to protect the surface while the tack coat is drying until the wearing surface is applied. Material for tack coat shall be RS-2 or AC-20 unless otherwise approved by the Engineer prior to use.

Application of Surface Course:

Upon arrival, the mixture shall be dumped into the approved mechanical spreader and immediately spread to the full width required to the appropriate depth.

In limited areas, where, on account of irregularities or unavoidable obstacles, the use of mechanical spreading and finishing equipment is impracticable, the mixture may be spread by hand.

Before any rolling is started, the surface shall be checked, any irregularities adjusted, and all drippings, at sandy accumulations from the screed, and fat spots from any source shall be removed and replaced with satisfactory material.

After the spreading, the mixture shall be rolled when it has set sufficiently or come to the proper condition to be rolled and when the rolling does not cause undue displacement or shoving.

Rolling shall begin at the center and progress toward the outside, paralleling the center line of traffic, uniformly lapping at least one-half displacement of the mixture, and any displacement shall at once be corrected by the use of rakes and fresh mixture where required.

The seal rolling shall follow as close behind the spreader as is possible without picking up, displacing or blistering the material. Rolling shall be done such that the roller shall cover every area of the surface with at least six passes. Final rolling shall be done before the pavement temperature is lower than 140 degrees F and shall be continued until all roller marks or tire marks are eliminated. After final compaction, the finished pavement shall at no point have a density less than 95 percent of the laboratory compacted density.

In all places inaccessible to a roller, such as adjacent to curbs, gutters, etc., the required compaction shall be secured with tamps. Depressions which may develop before the completion of the rolling shall be remedied by loosening the mixture laid and adding new material to bring such depressions to a true surface.

Should any depressions remain after final compaction has been obtained, the mixture shall be removed sufficiently and new material added to form a true and even surface.

The mixture, after compaction, shall be of the thickness shown on the drawings or as required to match existing paving. Any area, after compaction, showing excess material or other defect, shall be cut out and replaced with

fresh mixture and immediately compacted to conform to the surrounding area. Any mixture which becomes loose or broken, mixed or coated with dirt or in any way defective shall be removed and replaced with fresh mixture which shall be immediately compacted to conform with the surrounding area.

Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

Apply seal coat in accordance with Asphalt Institute Manual MS-13.

**Joints:** Make joints between old and new pavements, or between successive days' work, to insure continuous bond between adjoining work. Construct joints to have same texture, density and smoothness as other sections of asphalt concrete course. Clean contact surfaces and apply tack coat.

At the end of each day's work, or whenever the laying is to be discontinued for such length of time as to allow the mixture to become chilled, joints shall be formed wither by laying a board of the compacted thickness of the pavement across the width of strip being spread and rolling the mixture against the board, or by the use of paper or sand, provided in either case the asphalt is cut back to well bonded material of the required thickness before placing additional asphalt.

The exposed edge of the joints, trimmed or formed as provided above, shall be painted with a thick coat of hot asphalt cement just prior to the laying of fresh surface course mixture adjacent. The fresh mixture shall be raked against the joint and rolled.

#### Surface Requirements

The finished surface shall be such that it will not vary more than 1/4 inch in 10 feet from the levels indicated. Any irregularity of the surface exceeding the above limits shall be corrected. Depressions which may develop after the initial rolling shall be remedied by loosening or removing the mixture and adding new material to bring the areas to a true surface. No skin patching shall be done. Such portions of the completed pavement as are defective in surface compaction or in composition, or that do not comply with all other requirements of these specifications, shall be taken up and replaced with suitable mixture, properly laid in accordance with these specifications and at the expense of the Contractor.

#### Sealcoating:

Two coats of mixed material will be applied over the entire area.

Each coat will be applied at a minimum rate of 0.1 gallon/square yard.

The sealer shall not be applied when temperature is below 50 degrees F, before the previous coat is dry or when rain appears imminent.

The machine that is used to apply the tar emulsion shall have adequate agitation to keep materials in proper suspension at all times.

Spray distributor used for application of the coating shall be self-propelled, equipped with pneumatic tires, and capable of applying the required tar emulsion over the entire width of the application bar to provide a smooth, uniform coated surface.

#### Traffic and Lane Markings:

Apply one coat of traffic-lane marking paint over cleaned paving surface. Layout area and review with Architect before paint application. Use white color unless otherwise indicated.

Apply paint with mechanical equipment to produce uniform straight edges. Apply in 2 coats at manufacturer's recommended rates.

Store, mix, prepare, and apply in accordance with paint manufacturer's printed instructions.

#### FIELD QUALITY CONTROL:

**General:** Test in-place asphalt concrete courses for compliance with requirements for thickness and surface smoothness. Repair or remove and replace unacceptable paving as directed by Architect.

Thickness: In-place compacted thickness will not be acceptable if exceeding following allowable variation from required thickness:

Base Course: 1/2", plus or minus.

Surface Course: 1/4", plus or minus.

Check surface areas at intervals as directed by Architect.

PROTECTION

Protection of Pavements: After completion of the pavement, no vehicular traffic of any kind shall be permitted on the pavement until it has set sufficiently to prevent rutting or other distortion.

END OF SECTION 321216A

**SECTION 321217 - FIBER REINFORCED PORTLAND CEMENT CONCRETE PAVING**

**General:** THIS SECTION IS INCLUDED IN THE EVENT THAT THERE IS DAMAGE FROM CONSTRUCTION TO WALKS AND CURB AND GUTTER THAT NEEDS TO BE REPAIRED.

**Traffic Control:** Maintain access for vehicular and pedestrian traffic as required for other construction activities.

**Owner** may employ separate testing laboratory to evaluate concrete delivered to and placed at site.

**Certificates, signed by concrete producer and Contractor, may be submitted in lieu of material testing when acceptable to Architect.**

**Test results** will be reported in writing to Architect, Contractor, and concrete producer within 24 hours after tests are made.

**Manufacturer's Data:** Submit manufacturer's product data with installation instructions for proprietary materials including reinforcement and forming accessories, admixtures, joint materials, hardeners, curing materials, vapor barrier, reinforcement, and others as requested by Architect.

**Laboratory Reports:** Submit 2 copies of laboratory test or evaluation reports for concrete materials and mix designs.

**Mix Proportions and Design:** Proportion mixes complying with mix design procedures specified in ACI 301.

**Products**

**Forms:** Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.

Use flexible spring steel forms or laminated boards to form radius bends as required.

Coat forms with nonstaining form release agent that will not discolor or deface surface of concrete.

**Antispalling Compound:** Boiled linseed oil and mineral spirits, complying with AASHTO M-233.

**Curing and Sealing Compound:** ASTM C 309, Type 1, Class A.

Design mix to produce normal-weight concrete consisting of portland cement, aggregate, water-reducing or high-range water-reducing admixture (super-plasticizer), air-entraining admixture, and water to produce the following properties: Proportion according to ACI 301.

**Compressive Strength:** 3,000 psi, minimum at 28 days, except use 4,000 PSI at parking areas and drives.

**Slump Range:** 8 inches for concrete containing high-range water-reducing admixture (super-plasticizer); 3 inches for other concrete.

**Air Content:** 5 percent to 8 percent.

**Concrete Materials:**

**Portland Cement:** ASTM C 150, Type as required.

**Fly Ash:** ASTM C 618, Type C or F.

Limit use of fly ash in concrete mix design to not exceed 25 percent of cement content by weight.

**Aggregates:** ASTM C 33, except local aggregates of proven durability may be used when acceptable to Architect.

**Water:** Drinkable.

**Air-Entraining Admixture:** ASTM C 260.



Water-Reducing Admixture: ASTM C 494; type as required to suit project conditions. Only use admixtures which have been tested and accepted in mix designs, unless otherwise acceptable.

Related Materials:

Fiber Reinforcing: Install at mixing plant synthetic fibrous reinforcing material. Reinforcing material shall be 100% virgin polypropylene fibrillated fibers containing no reprocessed olefin materials and specifically manufactured for use as concrete secondary reinforcement.

Volume of fibrous reinforcing material per cubic yard shall equal a minimum of 0.1% (1.5 pounds). Fibers are for the control of cracking due to drying shrinkage and thermal expansion\contrac-tion, reduction of permeability, increased\impact capacity, shatter resistance, abrasion resistance and added post crack toughness.

Fiber manufacturer must document evidence of five year satisfactory performance history, compliance with applicable Building Codes and ASTM-A116 Type III 4.1.3, 1/2" to 1 1/2" long, and ASTM C-116 Performance Level 1 15. (Ref: ASTM C-1018) outlined in Section 21 Note 17.

Fibrous concrete reinforcement shall be manufactured by Fibermesh Co., or an approved equal.

Membrane-Forming Curing Compound: ASTM C 309, Type I, Class B, dissipating.

Reinforcing Materials:

Deformed Reinforcing Bars: ASTM A 615, Grade 60, unless otherwise indicated.

Welded Wire Fabric: ASTM A 185.

Ready-Mix Concrete: ASTM C 94 and ASTM C1116. Furnish batch certificate for each batch discharged and used in the work.

Execution:

Surface Preparation: Remove loose material from compacted subbase surface immediately before placing concrete.

Proof-roll prepared subbase surface to check for unstable areas and need for additional compaction. Do not begin paving work until such conditions have been corrected and are ready to receive paving.

Form Construction: Set forms to required grades and lines, rigidly braced and secured. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.

Check completed formwork for grade and alignment to following tolerances:

Top of forms not more than 1/8 inch in 10 feet.

Vertical face on longitudinal axis not more than 1/4 inch in 10 feet.

Note: Landings and walks shall comply with Accessibility Codes. Landings Max. 2% slope in any direction, Walks Max. 2% cross slope.

Clean forms after each use and coat with form release agent as often as required to ensure separation from concrete without damage.

Do not place concrete until subbase and forms have been checked for line and grade. Moisten subbase if required to provide uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

Reinforcement: Position, support and secure reinforcement against displacement. Locate and support with metal chairs, runners, bolsters, spacers and hangers, as required. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

Installation of Embedded Items: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by cast-in-place concrete.

Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement and curing.

In cold weather comply with ACI 306.

In hot weather comply with ACI 305.

Concrete Placement: Comply with ACI, placing concrete in a continuous operation within planned joints or sections. Do not begin placement until work of other trades affecting concrete is completed.

Place concrete using methods which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.

Deposit and spread concrete in a continuous operation between transverse joints as far as possible. If interrupted for more than 1/2 hour, place a construction joint.

Joints: Construct expansion, weakened-plane (contraction), and construction joints true to line with face perpendicular to surface of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.

Weakened-Plane (Contraction) Joints: Provide weakened-plane (contraction) joints, sectioning concrete into 12' x 18' areas maximum or as shown on drawings if less. Construct weakened-plane joints for a depth equal to at least 1/4 concrete thickness, as follows:

Tooled Joints: Form weakened-plane joints in fresh concrete by grooving top portion with a recommended cutting tool and finishing edges with a jointer, 1/4" radius.

Inserts: Use embedded strips of metal or sealed wood to form weakened-plane joints. Set strips into plastic concrete and carefully remove strips after concrete has hardened.

Construction Joints: Place concrete joints at end of placements and at locations where placement operations are stopped for a period of more than 1/2 hour, except where such placements terminate at expansion joints.

Construct joints as shown or, if not shown, use standard metal keyway-section forms.

Expansion Joints: Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks, and other fixed objects, unless otherwise indicated.

Locate expansion joints at 50 feet o.c. Maximum for each pavement lane unless otherwise indicated.

Extend joint fillers full width and depth of joint and not less than 1/2 inch or more than 1 inch below finished surface where joint sealer is indicated. If no joint sealer, place top of joint filler flush with finished concrete surface.

Furnish joint fillers in one-piece lengths for full width being placed, wherever possible. Where more than one length is required, lace or clip joint filler sections together.

Concrete Finishing: After striking off and consolidating concrete, smooth surface by screeding and floating. Adjust floating to compact surface and produce uniform texture.

After floating, test surface for trueness with a 10-foot straight edge. Distribute concrete as required to remove surface irregularities and refloat repaired areas to provide a continuous smooth finish.

Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool and round to 1/2-inch radius unless otherwise indicated. Eliminate tool marks on concrete surface.

After completion of floating and troweling when excess moisture or surface sheen has disappeared, complete surface finishing as follows:

Broom finish by drawing a fine-hair broom across concrete surface, perpendicular to line of traffic. Repeat operation if required to provide a fine line texture.

On inclined slab surfaces, provide a coarse, nonslip finish by scoring surface with a stiff-bristled broom, perpendicular to line of traffic.

Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point up any minor honeycombed areas. Remove and replace areas or sections with major defects, as directed.

Curing: Begin initial curing as soon as free water has disappeared from exposed surfaces. Where possible, keep continuously moist for not less than 72 hours. Continue curing by use of moisture retaining cover or membrane-forming curing compound. Cure formed surfaces by moist curing until forms are removed. Provide protections as required to prevent damage to exposed concrete surfaces.

Antispalling Treatment: Apply compound to concrete surfaces no sooner than 28 days after placement at manufacturer's recommended application rates.

Repair or replace broken or defective concrete, as directed.

Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.

Sweep concrete pavement and wash free of stains, discolorations, dirt, and other foreign material just before Substantial Completion.

END OF SECTION 321217

**SECTION 329200 - TURF AND GRASSES**

1.1 SUMMARY

- A. Seeded turf.
- B. Turf renovation.

1.2 WORK INCLUDED

- A. Extent of landscape work includes furnishing all materials, equipment and labor necessary for preparation of final subgrades in planting areas; distribution/application of topsoil; soil treatment; protection/maintenance/guarantee.

1.3 QUALITY ASSURANCE

- A. Soil analysis of each unamended soil type.
- B. Subcontract landscape work to a single firm specializing in landscape work. Installer to maintain an experienced full time supervisor on project site when work is in progress.
- C. Source Quality Control
  - 1. General: Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
  - 2. Do not make substitutions: If specified landscape material is not obtainable, submit proof of non-availability to Owner, together with proposal for use of equivalent material.
  - 3. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.

1.4 SUBMITTALS

- A. Plant and Material Certifications
  - 1. Certificates of Inspection: As required by governmental authorities.
  - 2. Manufacturer's or vendor's certified analysis of soil amendments and fertilizer materials.
  - 3. Seed vendor's certified statement for each grass seed mixture required, stating botanical and common name, percentages by weight, and percentages of purity, germination, and weed seed for each grass seed species.
  - 4. Planting Schedule: Proposed planting schedule, indicating dates for each type of landscape work during normal seasons for such work in area of site. Correlate with specified maintenance periods to provide maintenance from date of Final Acceptance. Once accepted, revise dates only as approved in writing, after documentation of reasons for delay.

1.5 PRODUCT DELIVERY AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.

1.6 JOB CONDITIONS

- A. Proceed with and complete landscape work as rapidly as portions of the site become available, working within seasonal limitations for each kind of landscape work required. Landscape contractor to visit site and accept site conditions prior to any work.
- B. Determine location of public and private underground utilities and perform work in a manner, which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by the parties concerned.

1.7 MAINTENANCE SERVICE

- A. Turf: 90 days from date of Final Acceptance.
- B. The landscape contractor is responsible for ensuring a satisfactory stand of grass and all maintenance until such time as the work is accepted by the Owner. All planting, watering, fertilizing, and mowing shall be conducted at no additional cost to the Owner as part of the establishment of a satisfactory stand of grass. A satisfactory stand being defined as a complete cover of living grass.
- C. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
- D. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain height appropriate for species without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings.
- E. Apply pesticides and other chemical products and biological control agents in accordance with authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

1.8 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Architect:
  - 1. Satisfactory Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

1.9 MATERIALS

- A. Turfgrass Species: Sod of grass species as follows:
  - 1. Full Sun: Hybrid Bermuda (Tiff-Sport).
- B. Grass Seed: Provide fresh, clean, new-crop seed complying with tolerance for purity (98%) and germination (90%) established by Official Seed Analysts of North America. Seed shall contain no noxious weeds. Seed shall be labeled to show that it meets the requirements of the North Carolina Seed Law.
  - 1. Seed must have been tested within 6 months immediately preceding the planting of materials for this project. At least one "bag tag" for each kind of seed shall be submitted with landscaping payment request.
  - 2. The seed type, rate of application, and planting dates shall be as follows:

<u>Seed Mixture</u>	<u>Rate</u>	<u>Planting Dates</u>
Hybrid turf-type Tall Fescue mix with min. 3 varieties	6lbs./1000 sq.ft.	4/1 to 3/31
Acceptable turf-type Tall Fescue varieties include the following: Falcon, Jaguar, Rebel, Bingo, Arid, Amigo, and Apache.		

- C. Topsoil: Additional topsoil to be furnished at no cost to Owner. Topsoil to be natural, fertile, friable soil, possessing characteristics of representative productive soils in vicinity; obtained from naturally well-drained areas; not excessively acid or alkaline nor containing toxic substances harmful to plant growth; without admixture of subsoil and cleaned and free from clay lumps, stones, stumps, roots, or similar substances which might hinder planting operations.
- D. Lime: Ground limestone containing not less than 85% total carbonates to such fineness that 50% will pass through a 100-mesh sieve and 90% will pass through a 20-mesh sieve. Use as necessary for specific plants according to soil test.
- E. Commercial Fertilizer: Organic fertilizer Sta-Green Nursery Special 12-6-6 or approved equal; delivered dry and free-flowing in original unopened containers, each bearing manufacturer's guaranteed analysis, shall conform to applicable State Fertilizer laws. Any fertilizer, which becomes caked or damaged, making it unsuitable for use, will not be accepted.
- F. Pre-emergence Herbicide: Landscape Contractor to apply pre-emergence Herbicides per manufacturer's specifications in all plant beds prior to any planting.
- G. Water: Furnished by contractor, suitable for irrigation and free from ingredients harmful to plant life.

#### 1.10 INSTALLATION

- A. Loosen subgrade of lawn areas to a minimum depth of 4 inches. Remove stones measuring over 1-1/2 inches in any dimension. Remove sticks, roots, rubbish, and other extraneous matter. Limit preparation to areas, which will be planted promptly after preparation.
- B. Spread top soil to minimum depth required to meet lines, grades, and elevations shown, after light rolling and natural settlement. Add specified soil amendments and mix thoroughly into upper 4 inches of topsoil.
- C. Place approximately 1/2 of total amount of top soil required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil. Add specified soil amendments and mix thoroughly into upper 4 inches of topsoil.
- D. Preparation of Unchanged Grades: Where lawns are to be planted in areas that have not been altered or disturbed by excavating, grading, or demolition operations, prepare soil for lawn planting as follows: Till to a depth of not less than 6 inches. Apply soil amendments and initial fertilizers as specified. Remove high areas and fill in depressions. Till soil to a homogenous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter.
- E. Apply specified commercial fertilizer at rates specified (pH between 6.5 and 7.0) and thoroughly mix into upper 2 inches of topsoil. Delay application of fertilizer if lawn planting will not follow within a few days.
- F. Fine grade lawn areas to smooth, even surface with loose, uniformly fine texture. Roll, rake, and drag lawn areas, remove ridges and fill depressions, as required to meet finish grades. Limit fine grading to areas, which can be planted immediately after grading.
- G. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.
- H. Restore lawn areas to specified condition, if eroded or otherwise disturbed, after fine grading and prior to planting.

- I. Remnants of demolition/construction debris in newly prepared lawn areas will be reason to require the contractor to remove the top 12 inches of newly prepared lawn/topsoil and repeat the process. Contractor will be required to install new topsoil free of demolition/construction debris.

1.11 SEEDING NEW LAWNS

- A. Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage.
- B. Sow seed using a spreader or seeding machine. Do not seed when wind velocity exceeds 5 miles per hour. Distribute seed evenly over entire area by sowing equal quantity in 2 directions at right angles to each other.
- C. Sow not less than the quantity of seed specified or scheduled.
- D. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with a fine spray.
- E. **Protect seeded areas by providing straw after completion of seeding operations. Spread uniformly to form a continuous coverage over all seeded areas.**

1.12 RECONDITIONING EXISTING LAWNS

- A. Recondition existing lawn areas damaged by Contractor's operations including storage of materials and equipment and movement of vehicles or equipment. Also recondition existing lawn areas where minor regrading is required.
- B. Provide fertilizer, seed, and soil amendments as specified for new lawns, and as required, to provide a satisfactorily reconditioned lawn.
- C. Provide new topsoil, as required, to fill low spots and meet new finish grades.
- D. Cultivate bare and compacted areas thoroughly to provide a satisfactory planting bed.
- E. Remove diseased and unsatisfactory lawn areas. Do not bury into soil. Remove topsoil containing foreign materials resulting from Contractor's operations, including oil drippings, stone, gravel, and other loose building materials.
- F. Where substantial lawn remains, but is thin, mow, rake, aerate if compacted, fill low spots, remove humps, and cultivate soil, fertilize, and seed. Remove weeds before seeding, or if extensive, apply selective chemical weed killers as required. Apply seedbed mulch, if required, to maintain moist condition.

1.13 TURF MAINTENANCE

- A. Initial Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in 1.3(B)(1b) if satisfactory turf is not achieved within first Ninety (90) days of Final Acceptance. Begin maintenance immediately after each area is planted and continue until acceptable turf is established but not for less than the following periods:
  1. Seeded Turf: Maintain service for Ninety (90) days from Date of Final Acceptance of the project.
  2. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings.
- B. SATISFACTORY TURF
  1. Turf installations shall meet the following criteria as determined by Architect:

- a. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
  - b. **In the event satisfactory turf is not established within the specified maintenance period of Ninety (90) days from Date of Final Acceptance of the project, the Contractor shall continue with the maintenance service until satisfactory turf is established or the end of the 1-year warranty period. During which time the Contractor shall continue with the turf maintenance requirements under Section 1.13(A). If it appears the Contractor is not going to produce satisfactory turf by the end of the warranty period, the bond company may be contacted.**
2. Use specified materials to reestablish turf that does not comply with requirements, and continue maintenance until turf is satisfactory.

1.14 WATERING

- A. Water newly planted lawn areas and keep moist until new grass is established.
- B. **Contractor to provide off-site watering services to establish and maintain lawn following installation and maintenance period.**

1.15 CLEAN-UP AND PROTECTION

- A. During landscape work keep pavements clean and work area in orderly condition; protect work and materials from damage due to landscape operations, and operations by other contractors, trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

END OF SECTION 329200