

# Project Manual

Capital Fund Program  
Wilson Housing Authority  
Wilson, North Carolina

Capital Fund Program  
AMP2: 22 Building Roof Replacement

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## AMP 2: 22 Building Roof Replacement Project

### Hines Street

Address	Style	Building Type	Roof Decking Sq Ft
1. 700 & 702 Hines	Duplex	A	1,757 Sq Ft Approximately
2. 704 Hines	House	D	1,697 Sq Ft Approximately
3. 706 & 708 Hines	Duplex	A	1,757 Sq Ft Approximately
4. 710 & 712 Hines	Duplex	A	1,757 Sq Ft Approximately
5. 714 & 716 Hines	Duplex	A	1,757 Sq Ft Approximately

### Suggs Street

Address	Style	Building Type	Roof Decking Sq Ft
6. 601 & 603 Suggs	Duplex	B	2,242 Sq Ft Approximately
7. 604 & 606 Suggs	Duplex	B	2,242 Sq Ft Approximately
8. 701 & 703 Suggs	Duplex	A	1,757 Sq Ft Approximately
9. 705 & 707 Suggs	Duplex	A	1,757 Sq Ft Approximately
10. 709 Suggs	House	D	1,697 Sq Ft Approximately
11. 711 & 713 Suggs	Duplex	A	1,757 Sq Ft Approximately
12. 715 & 717 Suggs	Duplex	A	1,757 Sq Ft Approximately

### Stephenson Street

Address	Style	Building Type	Roof Decking Sq Ft
13. 609 & 611 Stephenson	Duplex	B	2,242 Sq Ft Approximately
14. 621 & 623 Stephenson	Duplex	C	2,736 Sq Ft Approximately

### Spruce Street

Address	Style	Building Type	Roof Decking Sq Ft
15. 504 & 506 Spruce	Duplex	A	1,487 Sq Ft Approximately
16. 508 & 510 Spruce	Duplex	B	3,015 Sq Ft Approximately
17. 512 & 514 Spruce	Duplex	A	1,487 Sq Ft Approximately
18. 516 & 518 Spruce	Duplex	C	3,072 Sq Ft Approximately

### Moore Street

Address	Style	Building Type	Roof Decking Sq Ft
19. 700 Moore	Maintenance Shop		2,124 Sq Ft Approximately

### Lodge Street

Address	Style	Building Type	Roof Decking Sq Ft
20. 511 & 513 Lodge	Duplex	B	2,793 Sq Ft Approximately
21. 515 & 517 Lodge	Duplex	B	2,793 Sq Ft Approximately
22. 519 & 521 Lodge	Duplex	B	2,793 Sq Ft Approximately

## AMP 2: 22 Building Roof Replacement Project

### Total Roof Dimensions

Building Types	# of Units	X	Sq Ft	Total Sq Ft	
A	8	X	1,757	14,056	
A	2	X	1,487	2,974	
B	3	X	2,242	6,726	
B	1	X	3,015	3,015	
B	1	X	2,793	8,379	
C	1	X	2,736	2,736	
C	1	X	3,072	3,072	
D	2	X	1,697	3,394	
Maintenance Shop	1	X	2,124	2,124	
				46,476 Sq Ft Approximately	

10% Waste Factor:  $46,476 \text{ Sq Ft} / .90 = 51,640 \text{ Sq Ft Approximately}$

517 Squares of shingles not counting the ridge caps and hips

### Cost Estimate

Squares of Architectural Shingles: Owens Corning: Oakridge Onyx Black, Ice & Water Shield  
Synthetic underlayment, white drip edge, ridge vent, plumbing boots, black roof exhaust, black  
gas vent stack/cap, black rain diverter over the front & back doors

## Notice to Bidders

Proposals will be received by the Wilson Housing Authority for Capital Fund Project NC20-2, NC20-4 & NC20-5: AMP2 Building Roof Replacement of 22 Units located on the following Streets: Hines, Moore, Suggs, Stephenson, Lodge & Spruce Street until 2:00 P.M. (e.s.t) Tuesday, August 20, 2024, and immediately thereafter publicly opened and read for the furnishing of labor, material and equipment entering the AMP2: 22 Building Roof Replacement. The scope of work includes, but is not limited to the following items:

1. Provide all labor, Material and Equipment required for the asphalt shingle roof replacement of 22 Units (duplexes & houses).
  - Architecture Shingles: Owens Corning: Oakridge: color: Onyx Black
  - Use true starter/ridge shingles to make sure the job qualifies for the manufacturer warranty.
  - Ice & water shield: full sheet on the bottom and half sheet on the sides
  - All roof penetrations shall be covered with 3' X 3' ice/water shield for additional protection.
  - Synthetic underlayment
  - Install white drip edge on all sides of the roof.
  - Ridge vents: The ridge opening should meet manufacturer specifications to allow proper air flow and qualify for manufacturer warranty.
  - Install new plumbing boots.
  - Install new black roof exhaust.
  - Install new gas vent stacks & Caps and painted black. View the gas stack detail.
  - 5' Black rain diverters over front/back doors.
  - All vehicle and piggyback tire tracks/rut damage in the yards can be repaired at the end of the job.
2. Provide all other work in the project manual and as required by code and local authority having jurisdiction.
3. Bad areas of the roof decks will be marked with orange/red marking spray paint for Troy to come by to validate the areas of repair to be replaced at



each location prior to replacement. Let Troy know when the roof decks are ready for walking with the project manager.

4. The Daily Log: The contractor turns in a weekly log tracking their daily progress on the number of roofs per day and the board footage replacement with the weekly payrolls.
5. The contractor must submit the required documents in the project manual for final payment. Please omit the following As-Built drawings and E-verify.

A Pre-Bid Conference has been scheduled for Tuesday, August 6, 2024 @ 2:00 P.M. Meeting will be held at the Wilson Housing Authority office, located @ 301 E. Nash Street, Wilson, North Carolina. A site visit will follow.

Contractors unable to attend the Pre-Bid Conference may visit at their leisure but should notify the Housing Authority of their intent to do so. Contact Troy Davis at (252) 299-2199 and advise him of the scheduled date and time of visit.

All contractors are hereby notified that they must have proper license under the State laws governing their respective trades, whether Federal Funding is involved.

Contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina will be observed in receiving and awarding the 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 24CFR 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, 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 to execute the contract in accordance with the bid bond. **Five percent shall be**

**based on the maximum bid price, i.e.: Base Bid plus Unit Prices plus Contingency Allowance.** Said deposit shall be retained by the Owner as liquidated damages in the 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 not required if bid is less than \$100,000.00.)

Refer to provisions for Equal Employment Opportunity and payment of not less than the minimum salaries and wages indicated in the project manual must be paid on this project.

A Performance Bond and a Payment Bond will be required for one hundred percent (100%) of the contract price, **OR** a 20% cash escrow **OR** a 25% Letter of Credit. (Note: IF CASH ESCROW OR LETTER OF CREDIT IS USED IT MUST REMAIN IN FORCE UNTIL END OF THE WARRANTY PERIOD) Performance and Payment Bond not required if Bid is less than \$100,00.00.

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

Bid opening will be at the office of the Housing Authority and proposals may be delivered or mailed to the following address.

Wilson Housing Authority  
301 E. Nash Street  
Wilson, NC 27893  
Attention: Kelly Vick, President/CEO

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.



## ADDITIONAL INSTRUCTIONS TO BIDDERS

### A. INVITATION TO BIDDERS

**CAPITAL FUND PROGRAM NC20-2: NC20-4: NC20-5: 22 Building Roof Replacement**

**AGENCY: WILSON HOUSING AUTHORITY**

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

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

**DATE & TIME FOR RECEIPTS OF BIDS: Tuesday, August 20, 2024, UNTIL 2:00 P.M.**

### B. THE FOLLOWING ITEMS ARE REQUIRED AT THE BID OPENING AND ARE INCLUDED IN THE BID PACKAGE.

- \_\_\_\_\_ Completed Form of Bid  
(This solicitation requires bidding on all items, failure to do so will disqualify the bid)
- \_\_\_\_\_ 5% Bid Bond or Check  
(Five Percent shall be based on the maximum bid price ie: Base Bid plus Unit Prices plus Contingency Allowances plus All Alternatives) Bid Security Required if Bid is \$100,000.00 or more. A personal or Company Check will not be accepted.
- \_\_\_\_\_ Contractor's Qualification Statement **(MUST BE SIGNED)**

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

### C. THE FOLLOWING HAS BEEN/WILL BE SUBMITTED AS CHECKED BELOW

The following items are included in this sealed bid package:

- \_\_\_\_\_ Non-Collusive Affidavit (Required if maximum bid is over \$50,000.00) **(Must BE SIGNED)**
- \_\_\_\_\_ Contractor's License- Photocopy

Or

1. **CONTRACTOR'S LICENSE**

Contractors must submit a copy of their State Contractors License showing the classification of license. It's 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 Building Contractors Classification is required: a Residential Contractor Classification 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.)

2. **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 received by the Bidders"

3. **INSTRUCTIONS TO BIDDERS: Section 5 – Late Submissions**

Paragraph A shall not apply to submissions 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 by 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 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.)

4. **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."

5. **INSTRUCTIONS 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 compete on time, contracts of a similar nature, who is not able 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.

6. **INSTRUCTION TO BIDDERS: Add to Section 10**

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, withing 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 after, the date of the contract.

7. 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 the 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 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.

8. 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 qualities in accordance with the General Conditions.

9. CERTIFICATION

Contractor shall certify that they will use low or no volatile organic compounds (VOC), adhesives and sealants.

10. SUBCONTRACTORS AND MATERIAL SUPPLIERS ARE REQUESTED TO GET THEIR BID TO PRIME BIDDERS AT LEAST TWO HOURS BEFORE THE BID IS DUE.

11. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE BUILDING PERMIT REQUIREMENTS, AND TO OBTAIN ALL REQUIRED BUILDING PERMITS. INCLUDE COST IN BID.

12. THE HOUSING AUTHORITY WILL ACCEPT THE LOWEST RESPONSIBLE BIDDER AS DECIDED BY THE HOUSING AUTHORITY, PRIOR PERFORMANCE MAY BE A CONSIDERATION.

13. 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 opening and send a letter to**

**The Housing Authority 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.**

14. Insurance for Sub-Contractors will be the same as for the Prime Contractor. Submit Sub-Contractor insurance certificates prior to their starting work.
15. All persons working on the job site must be covered by Worker's Compensation regardless of company size or other matters.

## 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 acceptable).  
Bid for Capital Fund AMP1 Building Roof Replacement.

To: Wilson Housing Authority: Wilson, North Carolina

All:

1. The undersigned, having familiarized (himself) (themselves) with the local conditions affecting the cost of the work, and with the Project Manual (including 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 Supplement General Conditions, the General Scope of Work, The Technical Specifications and the Drawings) and Addenda, if any thereto, as prepared by the Wilson Housing Authority, hereby proposes to furnish all labor, materials, equipment and services required to construct and complete the AMP1 Building Roof Replacement 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 General work. The work shall include Architectural shingles: Owens Corning shingles: color: Onyx Black, Ice & water shield, synthetic underlayment, white drip edge, ridge vent, plumbing boots, roof exhaust, gas vent stacks/cap, black rain diverters over the front/back doors all work as shown in detail and specified except that work as specified to be by separate Alternate.

BASE BID:

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

TOTAL OF UNIT PRICES WORK \_\_\_\_\_ (\$\_\_\_\_\_)

(\*Total of Unit Price A-E) From Page 2

Contingency Allowance \_\_\_\_\_ Fifteen Thousand (\$15,000.00)

TOTAL BASE BID \_\_\_\_\_ (\$\_\_\_\_\_)

The above Base Bid includes a Contingency Allowance of \$15,000.00, see Section 01020, Allowances.

UNIT PRICES include profit and overhead and no additional profit or overhead shall be added or deducted when applying Unit Prices. If the Unit Price work exceeds the base amount indicated, the Contractor shall notify the Owner before proceeding with additional Unit Price work.

**The Unit Prices:** requested include quantities of an allowance of work to be included in the Base Bid. This quantity of an allowance of work is for unknown conditions that may arise and is an addition to any specific amount of that type of work identified on the plans (unless specifically indicated otherwise).

**Quantities included in the Unit Prices are in addition to quantities required on the drawings (included in the project manual).**

In the event that the final work required is less than or more than the amount included as quantity of an allowance for work in the Base Bid, the contract amount will be adjusted up or down in accordance with the accepted Unit Price. The quantities must be verified by the OWNER's representative. The Contractor may not exceed the base Unit Price quantity without specific written permission from the Owner. Unit Price work shall be identified separately on the Contractor's Schedule of Values and Pay Request.



**Unit Price A:** Remove existing damaged or rotten roof sheathing. Provide new 3/4" (23/32") OSB roof sheathing 4' X 4' minimum area. The contractor shall include in the Bid, Two Thousand (2,000) Square Feet of 3/4" (23/32") OSB roof sheathing to be provided at: (125 Repairs)

\$ \_\_\_\_\_ /SF X 2,000 SF= \$ \_\_\_\_\_

**Unit Price B:** Remove existing damaged or rotten roof sheathing. Provide new 1/2" (7/16") OSB roof sheathing 4' X 4' minimum area. The contractor shall include in the Bid, Two Thousand (2,000) Square Feet of 1/2" (7/16") OSB roof sheathing to be provided at: (125 Repairs)

\$ \_\_\_\_\_ /SF X 2,000 SF= \$ \_\_\_\_\_

**Unit Price C:** Remove existing damaged or rotten 3/4" (23/32") x 7.25" x 1' pine board roof sheathing. Provide new 3/4" (23/32") x 7.25" x 1' OSB roof sheathing cut into 7.25" strips/size. The contractor shall include in the Bid, Five Thousand (5,000) Linear Feet of 3/4" (23/32") OSB roof sheathing to be provided at:

\$ \_\_\_\_\_ /LF X 5,000 LF= \$ \_\_\_\_\_

**Unit Price D:** Remove the existing metal fascia wrap. Remove damaged or rotten wood fascia board and provide new. The contractor shall include in the Bid, Two Hundred Forty (240) Linear Feet of wood fascia board to be provided at:

1 x 4 fascia \$ \_\_\_\_\_ /LF X 240 LF= \$ \_\_\_\_\_

1 x 6 fascia \$ \_\_\_\_\_ /LF X 240 LF= \$ \_\_\_\_\_

1 x 8 fascia \$ \_\_\_\_\_ /LF X 240 LF= \$ \_\_\_\_\_

2 x 4 fascia \$ \_\_\_\_\_ /LF X 240 LF= \$ \_\_\_\_\_

---

Signature of Authorized Bidder and (Typed or Printed)

**Unit Price E:** Remove the existing metal fascia where paint is peeling or damaged. Provide new pre-finished white metal fascia to match existing. The contractor shall include in the Bid, Two Hundred (200) Linear Feet of pre-finished white metal fascia to be replaced at:

\$ \_\_\_\_\_ /LF x 200 LF= \$ \_\_\_\_\_

**TOTAL OF UNIT PRICE A-E**

\_\_\_\_\_ = \$ \_\_\_\_\_

**This total should be carried to Page 1 of the Form of Bid "Total of Unit Prices Work."**

2. In submitting this Bid, it is understood that Wilson Housing Authority reserves the right to reject any and all bids. If written notice of 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 presented to him for his 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 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.

---

Signature of Authorized Bidder and (Typed or Printed)

5. The 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 Two Hundred (\$200.00) for each calendar day thereafter under the provisions of Section II of the General Conditions. The Contractor shall be given up to Thirty (30) calendar days for processing shop drawings, obtaining permits and for material delivery. The Contractor shall be given Fifty (50) consecutive calendar days for construction which shall begin at the earliest of the following: A) the day the Contractor begins work on the site OR B) the next business day following the days allowed for processing shop drawings, permitting and material delivery.

---

Signature of Authorized Bidder and (Typed or Printed)

WILSON HOUSING AUTHORITY

Use this space for attaching check or bid bond.

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Signature of Authorized Bidder and (Typed or Printed)

WILSON HOUSING AUTHORITY

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Witness:

(Name of Firm or Corporation making bid)

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

By \_\_\_\_\_

Title \_\_\_\_\_  
(Owner, Partner or President  
or Vice President only)

Corporation:  
Attest:

Address \_\_\_\_\_  
Phone \_\_\_\_\_

By \_\_\_\_\_

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

Title \_\_\_\_\_  
(Corp. Sec. or Assist. Sec. only)

(Corporate Seal)

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 \_\_\_\_\_

CLARIFICATIONS

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

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

The contractor shall identify the roofing subcontractor (if applicable) selected to perform the work:

Roofing Subcontractor:

NAME

# \_\_\_\_\_  
LICENSE #

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

WILSON HOUSING AUTHORITY

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
\_\_\_\_\_, (name of Bidder), as PRINCIPAL, and  
\_\_\_\_\_, as SURETY are held and firmly bound unto the **WILSON HOUSING  
AUTHORITY** of Wilson, North Carolina, hereinafter called the "LHA", in the penal sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States.  
For the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly  
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying  
bid, dated \_\_\_\_\_, for the construction and completion of Capital Fund Program NC020-50117,

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

In presence of:

_____	_____ (SEAL) Individual Principal
_____	_____
	Business Address
_____	_____ (SEAL) (Individual Principal)
_____	_____
	(Business Address)
Attest:	_____
_____	(Corporate Principal)
	_____
	(Business Address)
	BY _____
	(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)

WILSON HOUSING AUTHORITY

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 Wilson Housing Authority of Wilson, 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
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**

# 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, 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 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.

**1. 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.

**0. 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 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-2630, "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 \_\_\_\_\_

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

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

WILSON HOUSING AUTHORITY

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

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

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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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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 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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WILSON HOUSING AUTHORITY

LIST FIVE REFERENCES:

ARCHITECT  
ARCHITECT  
OWNER  
OWNER  
OWNER

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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:

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## FORM OF CONTRACT

THIS AGREEMENT made this \_\_\_\_\_ day of September, in the year 2024, by and between

- ( ) a corporation organized and existing under the law of the State of North Carolina  
( ) a partnership consisting of \_\_\_\_\_  
( ) an individual trading as \_\_\_\_\_

Hereinafter called the "Contractor" and WILSON HOUSING AUTHORITY of Wilson, North Carolina, hereinafter called the "WHA"; WITNESSETH, that the Contractor and the WHA, 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 the Building Roof Replacement, NC20-2, NC20-4 & NC20-5 ; 22 Units 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 Wilson Housing Authority, Wilson, North Carolina, which said Specifications, Addenda and Drawings are incorporated herein by reference and made a part of hereof.

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

ARTICLE 2. The Contract Price. The WHA 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

<b>SUBTOTAL BID</b>	\$ _____
<b>TOTAL OF UNIT PRICES WORK A-E</b>	\$ _____
<b>CONTINGENCY ALLOWANCE</b>	\$ _____
<b>DEDUCT/NO CHANGE ALT. NO. 1</b>	\$ _____
<b>TOTAL BASE BID</b>	\$ _____

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. HUD5370-EZ
  4. Table 5.1
  5. Contractors Qualifications

6. HUD Form 5370 (General Conditions)
7. Supplement to General Conditions
8. Davis-Bacon Wage Determination No. NC17007 – MOD #0
9. Technical Specifications

- c. Addenda
- d. Pictures
- e. Assurance of Compliance

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 repeated, form of Contract.

In the event that any provisions in any component part of this Contract conflicts with any provisions 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 other 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)

Attest:

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

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

**WILSON HOUSING AUTHORITY**

BY: Kelly Vick

Title: President – CEO

Business Address:

301 E. Nash Street  
Wilson, NC 27893

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)

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**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.

When a Letter of Credit or Cash Escrow is allowed they shall also cover the full contractual obligations of the Prime Contractor to the amounts indicated including the contractor's 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 **WILSON HOUSING AUTHORITY, Wilson, 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 Capital Fund Program NC020-50117, Wilson, 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;

WILSON HOUSING AUTHORITY

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 **Wilson 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 Oblige in which the Oblige shall be successful, there shall be assessed against the Obligor in favor of the Oblige, reasonable attorney's fees which the Obligor hereby expressly agrees to pay as part of the cost and expenses of such suit.

WILSON HOUSING AUTHORITY

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 TERMS OF CASH ESCROW AGREEMENT**

**THE CONTRACTOR AGREES TO ENTER INTO AN AGREEMENT WITH THE WILSON HOUSING AUTHORITY IF THE CONTRACTOR ELECTS TO UTILIZE A 20% CASH ESCROW FOR THE ASSURANCE OF COMPLETION.**

**THE GENERAL TERMS OF THE CASH ESCROW AGREEMENT WILL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING:**

- 1. THE CONTRACTOR WILL BE RESPONSIBLE FOR PAYING THE ESCROW AGENT FEE IN THE AMOUNT OF \$2,500.00.**
- 2. THE ESCROW AGENT WILL BE THE WILSON HOUSING AUTHORITY'S ATTORNEY.**
- 3. THE ESCROW ACCOUNT WILL BE THE WILSON HOUSING AUTHORITY'S, REPRESENTING LAW FIRM TRUST ACCOUNT.**
- 4. INTEREST EARNED ON THE ESCROW MONEY WILL GO TO THE STATE BAR IOLTA ACCOUNT. INTEREST WILL NOT GO TO THE CONTRACTOR.**
- 5. CHANGES INCREASING THE CONTRACT AMOUNT WILL REQUIRE THAT 20% OF THE ADJUSTED PRICE, PER THE CHANGE ORDER, MUST BE PAID TO THE ESCROW ACCOUNT WITHIN 10 CONSECUTIVE DAYS OF SIGNED APPROVAL OF THE CHANGE ORDER.**
- 6. ESCROW FUNDS WILL NOT BE RELEASED TO THE CONTRACTOR UNTIL THE ESCROW AGENT RECEIVES WRITTEN AUTHORIZATION FROM THE WILSON HOUSING AUTHORITY.**

**20% CASH FUNDS SHALL REMAIN IN ESCROW DURING THE (1) ONE YEAR WARRANTY PERIOD. UPON EXPIRATION OF THE WARRANTY AND COMPLETION OF ANY WARRANTY WORK, THE ESCROW AGENT SHALL HAVE (30) DAYS TO RECEIVE AUTHORIZATION TO RELEASE FUNDS AND ISSUE THE FINAL CHECK TO THE CONTRACTOR.**

**LETTER OF CREDIT**

\_\_\_\_\_  
Name of Bank

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

TO: Wilson Housing Authority  
301 E. Nash Street  
Wilson, North Carolina, 27893

In Re: \_\_\_\_\_  
(Name of Contractor)

Contract Date \_\_\_\_\_ with  
Wilson Housing Authority  
301 E. Nash Street  
Wilson, North Carolina, 27893

Our Irrevocable Letter of Credit No. \_\_\_\_\_

Dear Sirs:

We open our Irrevocable Letter of Credit in your favor for the account of \_\_\_\_\_  
(Name of Contractor)  
to be used in connection with the project known as CAPITAL FUND PROGRAM NC020-50117. This Letter of  
Credit will be for the cash needs of Wilson Housing Authority to complete the project and pay for labor furnished if  
\_\_\_\_\_ defaults in the faithful performance of the referenced  
(Name of Contractor)  
contract or fails to pay for labor and material furnished in the project

Drafts to be accompanied by signed certifications by the President - CEO of the Wilson Housing Authority  
for the project, that the amount drawn down is required to cover cash required to complete the project or to pay for  
labor and material furnished or to be furnished on the project.

This Letter of Credit is limited to \$ \_\_\_\_\_ (25% of the Bid).

**This Letter of Credit will continue in force until all contractual obligations of the Prime Contractor  
have been met including the Contractor's Warranty Period.**

Yours truly,

\_\_\_\_\_  
Name of Bank

By: \_\_\_\_\_  
(Title of Officer)

WILSON HOUSING AUTHORITY

STATE OF NORTH CAROLINA

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

I, the undersigned Notary Public do hereby certify that \_\_\_\_\_,  
known to me to be \_\_\_\_\_ of the aforesaid Bank and acknowledge  
his execution of the attached Letter of Credit on behalf of that Bank.

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

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

My commission expires: \_\_\_\_\_



TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2

**MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION**

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

**Examination and Retention of Contractor's Records.** The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

**Right in Data and Patent Rights (Ownership and Proprietary Interest).** The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

**Energy Efficiency.** The Contractor shall comply with all 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 this contract is performed.

**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.

**Termination for Cause and for Convenience (contracts of \$10,000 or more).**

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

# General Contract Conditions for Small Construction/Development Contracts

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

## See Page 7 for Burden Statement

**Applicability.** The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$250,000.**

### 1. Definitions

Terms used in this form are the same as defined in form HUD-5370

### 2. 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. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

### 3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, 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.
- (b) 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.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) 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 days after receipt of the Contracting Officer's decision.
- (e) 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.

### 4. 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 the 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

- (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; and
  - (2) The Contractor, within 10 days from the beginning of such delay 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 obligation of the parties will be the same as if the termination had been for convenience of the PHA.

### 5. 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

### 6. 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 \$ \_\_\_\_\_ [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 \$ \_\_\_\_\_ [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.

## 7. 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.

## 8. 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) Many 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
- (e) 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.

#### 9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

#### 10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 11. Energy Efficiency

The Contractor shall comply with all 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 this contract is performed.

#### 12. 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

#### 13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

(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 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 Part 75 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

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

#### 14. Labor Standards - Davis-Bacon and Related Acts

##### (a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development 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 (WII-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 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 the 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 prime 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) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (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.

- (e) 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.

- (f) 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.
- (g) 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
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) 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
- (j) 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.
- (k) 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

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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.

(1) 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.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State 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:

(i) 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;

(ii) 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

(iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

**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 7575. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in so licitations 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.**



**SUPPLEMENTAL GENERAL CONDITIONS**

1. FORM HUD-5370 PAGE 2, SECTION 1.1

The Contracting Officer shall be the President – CEO unless so modified in writing.

2. CLEANING UP (RE: PAGE 2, SECTION 2.6)

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 roofs and the site unless stored in a waste container approved by the Contracting Officer. 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. Contractors shall not remove existing roofing until replacement is in hand. New items shall be installed same day old items removed. **Contractor shall not leave work area unsecured/unattended during the working day. DO NOT LEAVE BUILDING UNPROTECTED AGAINST THE WEATHER.**

5. **DO NOT** leave residents without water, electricity, smoke and fire protection. Heat must be available after normal working hours during cold weather (when temperature drops below 64° F.)

6. The Contractor shall protect the site and building. **DO NOT** allow the use of resident possessions, I.E., toilets, radios, phones, refrigerators etc. **DO NOT** use profanity, drugs or alcohol on site or smoke within Twenty Five (25) feet of any apartment entrance, operable windows, outdoor air intakes or on the roof.

7. Only the Superintendent should be talking to PHA President – CEO.

8. SUPERINTENDENT

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.

9. CERTIFICATES

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

10. 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 **Kelly Vick, President - CEO, Wilson Housing Authority, Wilson, North Carolina 27893** 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

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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.

### 11. 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 with each other. 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 may interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Owner. 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.

### 12. DESIGNER'S STATUS

The Designer may 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.

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

A Pre-Construction Conference will be scheduled (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
- HUD Form 51004 – Summary of Materials Stored
- HUD Form 5372 – Construction Progress Schedule
- HUD Form WH-347 – Payroll
- HUD Form WH-348 – Statement of Compliance
- Certificate From Contractor Appointing Officer or Employee to Supervise Payment of Employees
- Other Deduction Form

#### Documents to Submit With Final Pay Request:

- Certificate & Release (HUD Form) (2 copies)
- Contractor's, Subcontractor's and 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"

Maintenance Manuals with Warranties/Guarantees (3 copies)  
Signed Compliance Statements from Building Inspectors as required (1 copy)  
Certificate of Punch List Completion (2 copies)  
Certificate of Final Completion and Acceptance (shall be basis for completion of work, start of warranty period and potential Liquidated Damages)  
List of all Subcontractors and Material Suppliers including addresses and phone numbers  
Adjustment of Allowances and Unit Prices  
Provide certification that all new construction is Asbestos Free  
Section 3 Final Report (HUD Form 60002)  
As Built Drawings  
All Final Payroll Reports  
Daily Project Logs  
E-Verify Affidavits for Subcontractors (if not sent prior to this)

14. Special Requirements (RE: PAGE 3, SECTION 6)

- a. The Contractor shall keep a daily project log and shall submit Monthly with 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. Work performed (include all major trades)
  6. Number of workers on site
  7. Major equipment deliveries
  8. Major equipment working on site
  9. Difficulties encountered that may cause delay
  10. Days of no work and reason, Impact on Critical Path
- b. The Contractor shall submit a bar type schedule prior to beginning work, reflecting proposed schedule and key target point and shall update monthly. 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 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.

15. 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 Project Manual, without charge.

The Contractor will be responsible for reproduction of the Project Manual as needed. Electronic copies of the Project Manual will be available via download (See Notice to Bidders). Plans have been prepared on 8 1/2 x 11 sheets and are included in the Project Manual.

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 Owner's prior approval.

16. 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.

17. 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 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.

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.**

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

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.

#### 19. 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,~~

## WILSON HOUSING AUTHORITY

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.

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

Upon completion of the Work, or as directed by the Local 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.

### 21. PROJECT SIGNS

Subject to approval of the Housing Authority 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.

22. Regarding Off-site Storage: to be eligible for payment of materials stored off-site, the following conditions must be met:

1. The Housing Authority verifies stored materials before approving requisition requests.
2. The warehouse is located in the City in close proximity to the Housing Authority.
3. The Housing Authority may inspect the contents at anytime.
4. All materials are physically separated in the warehouse from all other materials not associated with the project and can be readily identified.
5. Provide Certificate of Insurance on off site materials.

### 23. 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 Bonding Company will be notified that the contract has been changed and a copy of the approved change order will be mailed 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 – The Owner will approve payment for stored materials that are properly stored on-site or in an approved off-site warehouse. Contractor shall follow Guidelines for stored materials. Materials will be inventoried by the Owner. Contractor's invoice shall not be more than once monthly and must be submitted to the Owner three days before the monthly meeting (1 electronic copy); failure to submit when requested may result in delayed processing and contractor will be solely responsible for any delays.



## WILSON HOUSING AUTHORITY

Unit Price Schedule – Contractor shall submit the Unit Price Schedule from Section 01020 Allowances with each Request for Payment

Labor - Contractor may request payment on a monthly basis, based on the work completed and ready for Pre-Final Punch Observation. After the Owner has determined the work to be complete, he will proceed with payment. Partial payments for work not completed will not be approved. Final Completion will be issued after all work is complete (including Punch List).

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

### 24. 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 Owner. The Bonding Company has three days (from date Owner receives Pay Request) to raise questions or voice objections to the processing of the Pay Request.

### 25. 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 Owner 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 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 contractors work these changes are the responsibility of the prime contractor requesting the change unless otherwise agreed to in writing.

### 26. FORM HUD-537D 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 it's subcontractor		10% MAX of subcontractor's Direct Cost
To the Prime Contractor and/or the subcontractor on work performed by it's own employees/forces when direct cost is \$5,000 or more.	10% MAX of Direct Cost when Direct Cost is \$5,000. or more	10% MAX of Direct Cost

WILSON HOUSING AUTHORITY

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
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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

27. GOVERNING LAW (RE: PAGE 11, SECTION 31)

The Contract shall be governed by the law of the place where the Project is located.

28. 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.**

29. 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.



30. 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 any given month. 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. Time extensions for weather delays do not entitle the Contractor to "extended overhead" recovery and are in all other ways non-compensable.

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. No additional rain days shall be granted for building projects after the building has been "dried-in" as determined by the designer. 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.

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.

31. 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.

32. **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.

33. 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.

34. AWARD OF CONTRACT BASED ON ALTERNATES

It is intended that an award of Contract will be made based on the Base Bid plus Alternates awarded.

35. INSURANCE (RE: PAGE 12, SECTION 16)

The Contractor, and ALL Subcontractors are required to have the proper insurance coverage. 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 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.

36. 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 watertight structure.

WILSON HOUSING AUTHORITY

37. 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 fill dirt as needed and seed.

38. MINOR CHANGES IN THE WORK

The Owner 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, and shall be binding on the Owner and the Contractor.

39. UNCORRECTED FAULTY WORK

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

40. PARTIAL UTILIZATION/BENEFICIAL OCCUPANCY (RE: PAGE 8, SECTION 21)

Occupancy by the Owner under this article will in no way relieve the Contractor from his contractual requirement to complete the project within the specified time. The Contractor will not be relieved of liquidated damages because of beneficial occupancy.

END OF SECTION

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

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

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### **PREVAILING WAGES**

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

### **OVERTIME**

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

### **ENFORCEMENT**

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

### **APPRENTICES**

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

### **PROPER PAY**

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

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



For additional information:

**1-866-4-USWAGE**

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



**WWW.WAGEHOUR.DOL.GOV**



U. S. Department of 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/DBA/csl1658/fr-factsheet.htm>).

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

[http://portal.hud.gov/hudportal/HUD?src=/programs\\_offices/labor\\_standards\\_enforcement/laborrelat](http://portal.hud.gov/hudportal/HUD?src=/programs_offices/labor_standards_enforcement/laborrelat)

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

[www.hud.gov](http://www.hud.gov)

[espanol.hud.gov](http://espanol.hud.gov)

Superseded General Decision Number: NC20220093

State: North Carolina

Construction Type: Residential

County: Wilson 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)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<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 \$16.20 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 2023.</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 \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</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
CARPENTER.....	\$ 14.66 **	0.00
MENT MASON/CONCRETE FINISHER...	\$ 15.25 **	0.00
ELECTRICIAN.....	\$ 14.50 **	0.00
HVAC MECHANIC (HVAC Duct Installation Only).....	\$ 14.11 **	0.00
LABORER: Common or General.....	\$ 11.93 **	0.00
PAINTER (Brush and Roller).....	\$ 11.91 **	0.00
PAINTER: Spray.....	\$ 11.91 **	0.00
PLUMBER.....	\$ 14.52 **	0.00
ROOFER.....	\$ 13.40 **	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 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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

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

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 The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"



## SECTION 3 AND TARGETED SECTION 3 WORKER SELF-CERTIFICATION

The purpose of HUD's Section 3 Program is to provide employment, training, and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. Your response is voluntary, confidential, and has no effect on your employment

**A Section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75.**

Are you currently a resident of Public Housing or a Housing Choice Voucher holder? (Section 8)

- ☐ Yes  
☐ No

What is your yearly income?

- ☐ Less than \$35,850 annually (\$17.23 per hour)  
☐ More than \$35,850 annually (\$17.24 per hour)

Are you a resident of Wilson County?

- ☐ Yes  
☐ No

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date Hired

I affirm that the above statements are true, complete, and correct to the best of my knowledge and believe. I hereby certify, under penalty of law that the following information is correct to the best of my knowledge.

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name Printed

### FOR INTERNAL USE ONLY

Must retain for 5 years

Is the employee a Section 3 worker based upon their self-certification? Yes or No

Is the employee a Targeted Section 3 worker based upon their self-certification? Yes or No

Status of employee: Employed ☐ Terminated ☐

# Record of Employee Interview Instructions

U.S. Department of Housing  
and Urban Development  
Office of Davis-Bacon and Labor Standards

OMB Approval No. 2501-0009  
(exp. 12/31/2024)

## Instructions

### General:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Standards staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

### Completing the form HUD-11:

Items 1a - 1c: Self-explanatory

Items 2a - 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a - 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 - 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) - responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 - 12b: Self-explanatory

Items 13 - 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 - 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Item 18: Please place here any additional information you may want to document or continuing information from other lines that do not fit in their block space.

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.



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

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

NAME OF CONTRACTOR	OR SUBCONTRACTOR

PAYROLL NO

FOR WEEK ENDING

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE				(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK
										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS	
	0													
	5													
	0													
	5													
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### Public Burden Statement

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

(over)

Date \_\_\_\_\_

(Name of Signatory Party)

(Title)

do hereby state:

(4) That I pay or supervise the payment of the persons employed by

(Contractor or Subcontractor) \_\_\_\_\_ on the \_\_\_\_\_

(Building or Work) \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_

day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

(Contractor or Subcontractor) \_\_\_\_\_ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subpart A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

# Instructions For Completing Payroll Form, WH-347

- [WH-347 \(PDF\)](#)

OMB Control No. 1235-0008, Expires 07/31/2024.

**General:** Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

**Contractor or Subcontractor:** Fill in your firm's name and check appropriate box.

**Address:** Fill in your firm's address.

**Payroll No.:** Beginning with the number "1", list the payroll number for the submission.

**For Week Ending:** List the workweek ending date.

**Project and Location:** Self-explanatory.

**Project or Contract No.:** Self-explanatory.

**Column 1 - Name and Individual Identifying Number of Worker:** Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

**Column 2 - No. of Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

**Column 4 - Hours worked:** List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

**Column 5 - Total:** Self-explanatory

**Column 6 - Rate of Pay (Including Fringe Benefits):** In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

**Column 9 - Net Wages Paid for Week:** Self-explanatory.

**Totals** - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

**Items 1 and 2:** Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

**Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits:** If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

**Contractors who pay no fringe benefits:** If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

#### **Use of Section 4(c), Exceptions**

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to

each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

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

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

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### Wage and Hour Division

An agency within the U.S.  
Department of Labor

200 Constitution Ave NW  
Washington, DC 20210

[1-866-4-US-WAGE](tel:1-866-4-US-WAGE)

[1-866-487-9243](tel:1-866-487-9243)

[www.dol.gov](http://www.dol.gov)

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**LIEN & BOND LAW**  
**NORTH CAROLINAL 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.



## WILSON HOUSING AUTHORITY

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: \_\_\_\_\_

- (g) 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.

+

HINES

Tools

Layers

Addresses

Schools

Structures

Railroads

Streets

Streets - Major

Airport

Airport Protection Zones

Airport Obstruction Zones

Buckhorn Reservoir

City Parks

Parcels

Garbage Routes

MOORE

Moore St S

SUGGS

Suggs St S

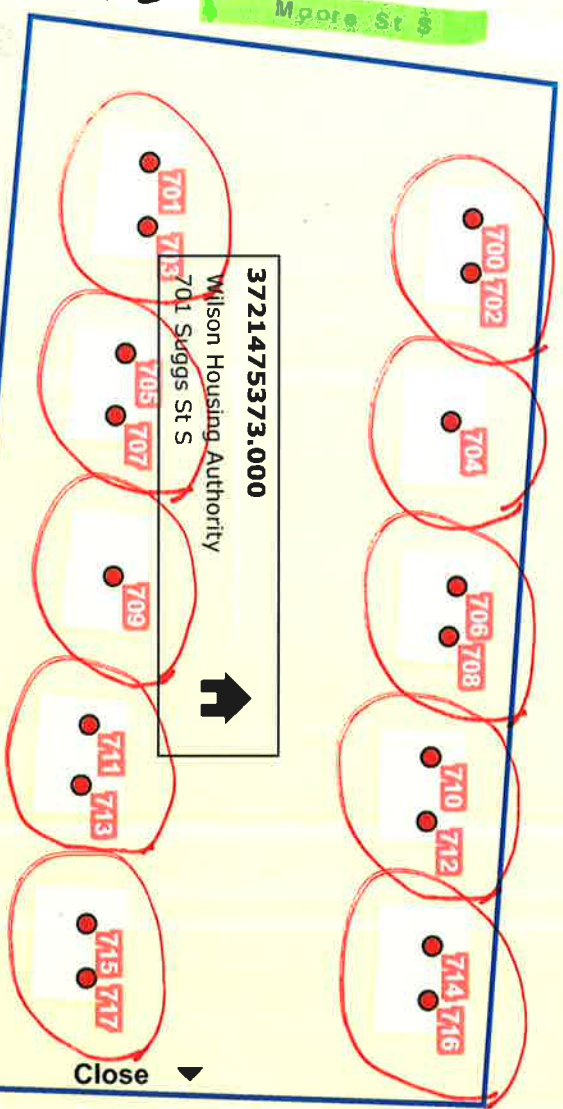
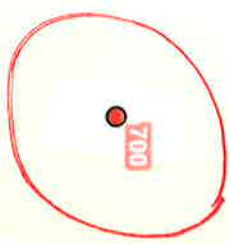
Pender St S

3721475373.000

Wilson Housing Authority  
701 Suggs St S

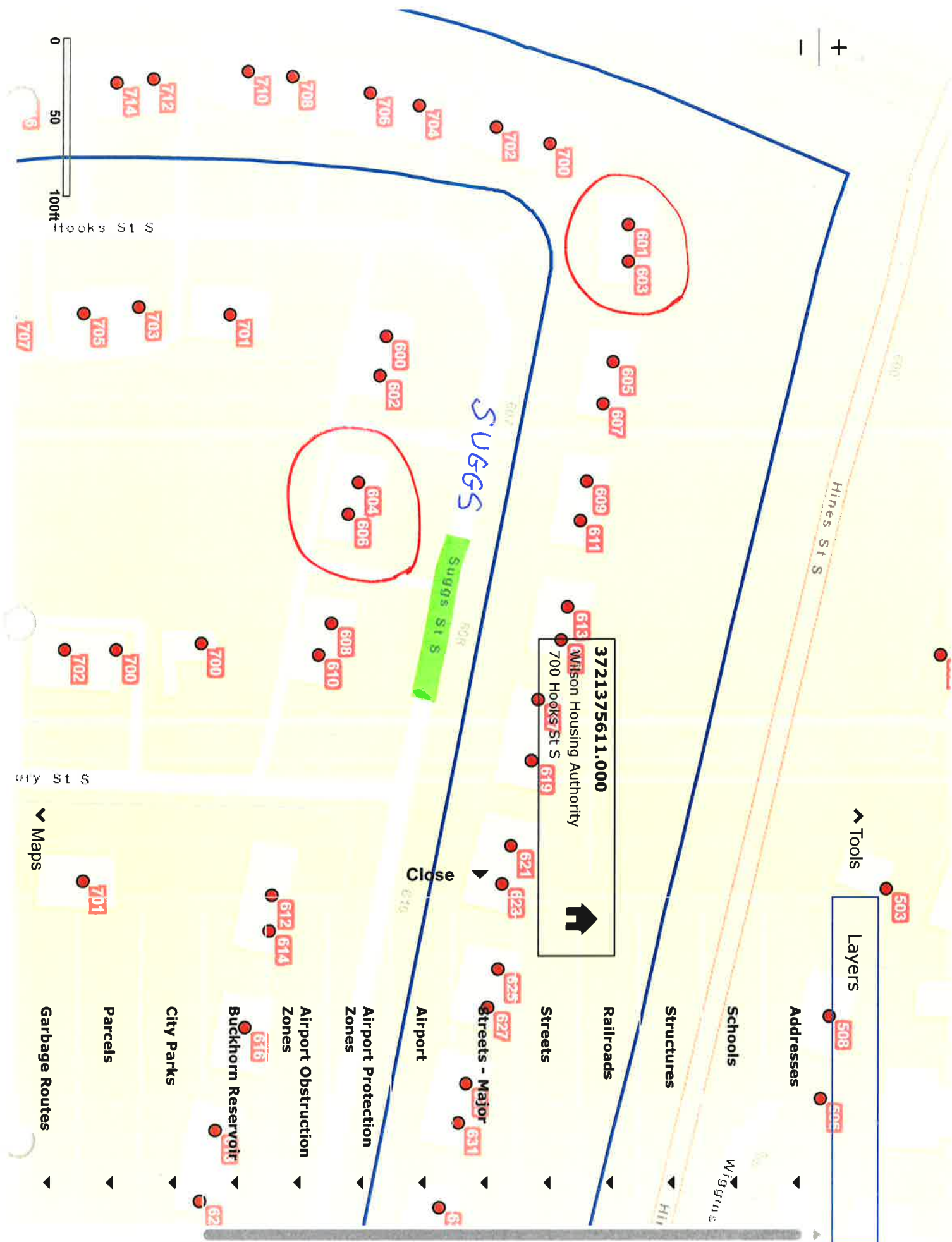


Close



0 50 100ft





+  
|

Maully St S

Stephenson St S

STEPHENSON

Suggs St S

Moore S

Layers

Tools

Addresses

Schools

Structures

Railroads

Wilson Housing Authority  
622 Suggs St S

8721379272.000



Streets - Major

Airport

Airport Protection Zones

Airport Obstruction Zones

Buckhorn Reservoir

City Parks

Parcels

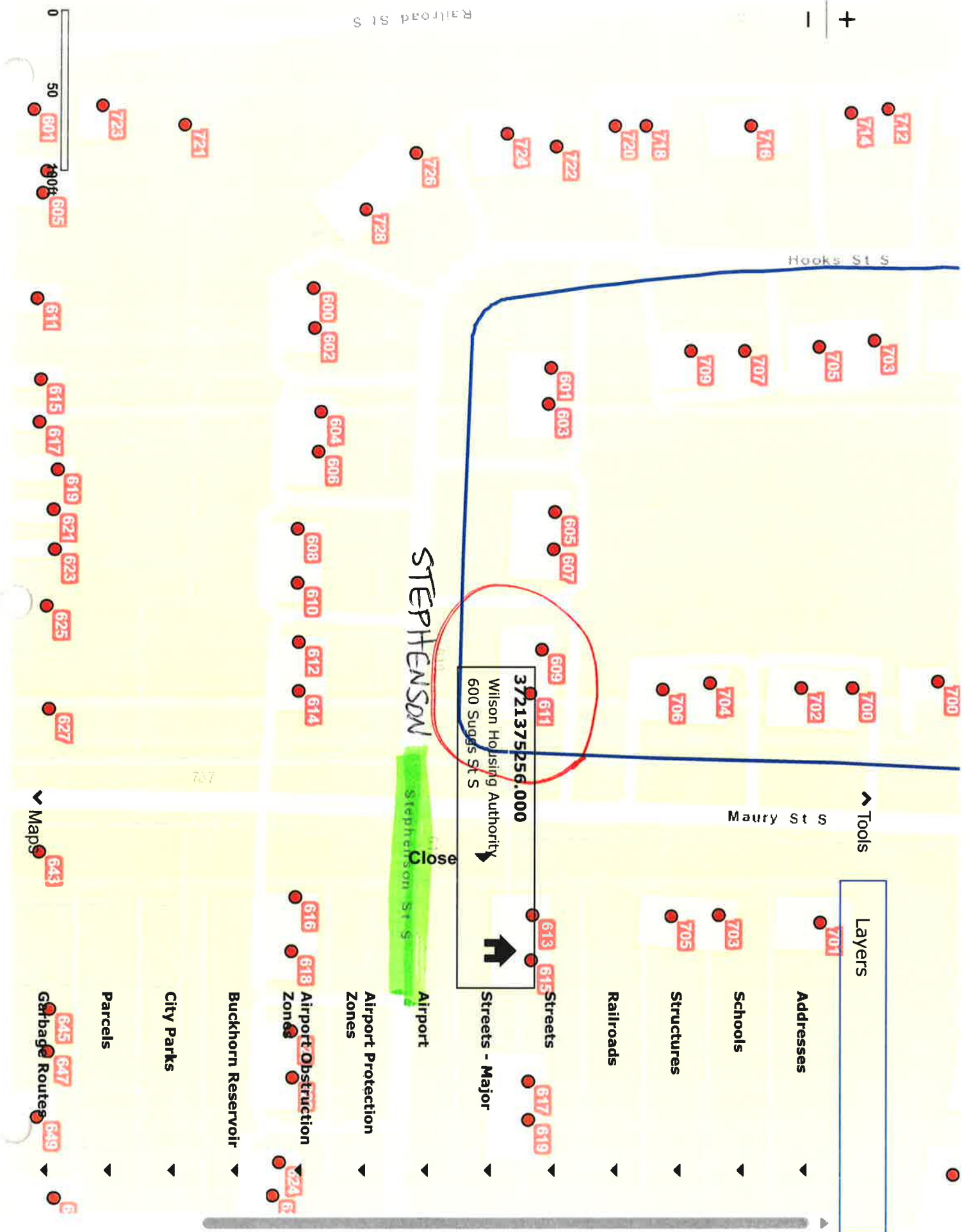
Garbage Routes

Close  
Downwards

0 50 100ft

Maps





- Layers
- Addresses
  - Schools
  - Structures
  - Railroads
  - Streets - Major
  - Airport
  - Airport Protection Zones
  - Buckhorn Reservoir
  - City Parks
  - Parcels
  - Garbage Routes

Tools

Wilson Housing Authority  
600 Sugs St S  
3721375256.000

STEPHENSON

Stephenson St S

Hooks St S

Maury St S

Maps





\*\* IF ALTERNATE APPROVED SHINGLE MANUFACTURER IS AWARDED, CONTRACTOR SHALL PROVIDE AS MANY NAILS NECESSARY TO SATISFY THE WARRANTY REQUIREMENT OUTLINED IN THE SPECIFICATION

NOTE: VERIFY INSTALLATION METHODS WITH ASPHALT SHINGLE MANUFACTURER'S REQUIREMENTS

EXISTING ROOF DECK - REPLACE DAMAGED OR ROTTEN SECTIONS  
REPLACE WITH 4'x4' SECTION

2" HEAD LAP - #15 FELT

4" END LAP - #15 FELT

LAST NAIL 1" FROM EDGE OF SHINGLE

NAILING DETAIL (4) NAILS PER SHINGLE

SELF-SEALING STRIP

SELF-SEALING STRIP  
STARTER STRIP

SAVE 7" PIECE TO START 5TH CRS

SAVE 14" PIECE TO START 4TH CRS

TRIM 3rd CRS 14"

TRIM 2nd CRS 7"

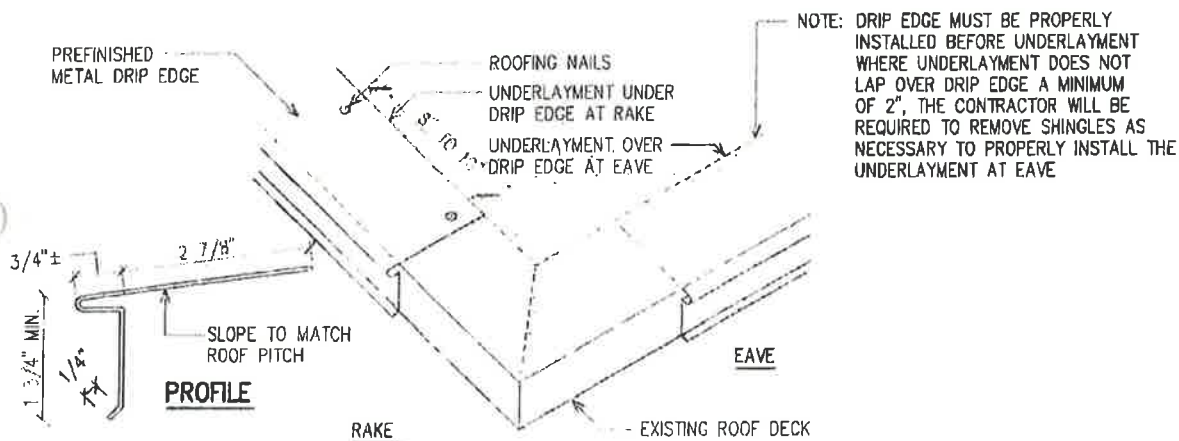
DO NOT TRIM 1st CRS

PRE-FINISHED ALUMINUM DRIP EDGE - ALSO SEE EAVE DETAILS

30 YEAR ARCHITECTURAL SHINGLE

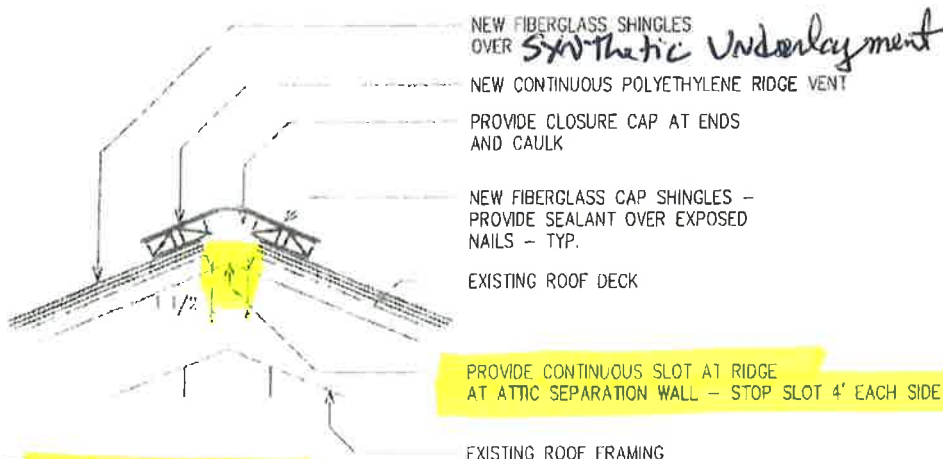
### 1 TYPICAL ARCHITECTURAL SHINGLED ROOF DETAIL

NO SCALE



### 2 APPLICATION OF METAL DRIP EDGE

NO SCALE



### 3 RIDGE VENT DETAIL

NO SCALE

REVISIONS

WILSON HOUSING AUTHORITY  
BUILDING ROOF REPLACEMENT  
NC 20-1

NORTH CAROLINA

WILSON

ROOF DETAILS

4518\A2.0.dwg

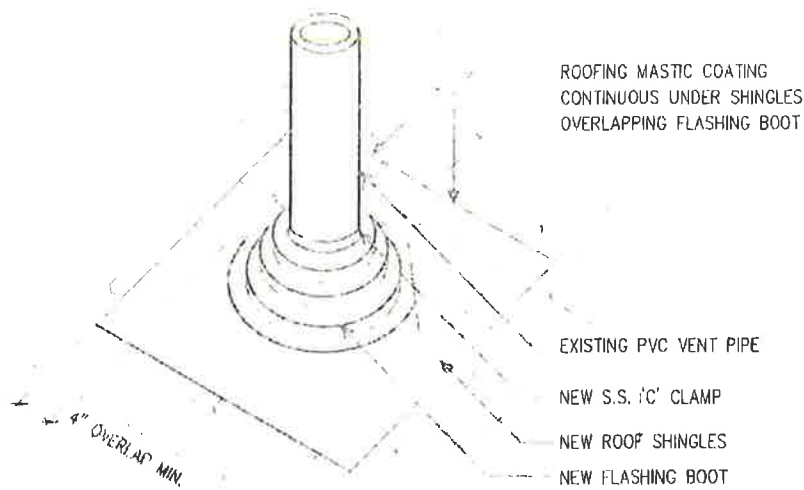
COMM. NO.: 4518

DRAWN BY: FJF

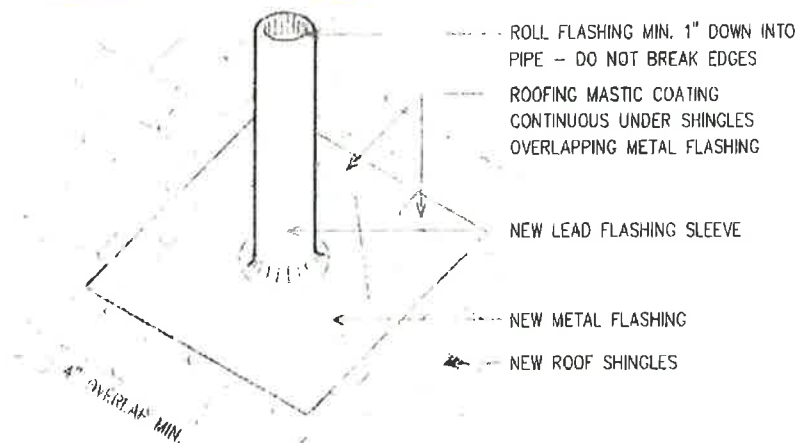
CHECKED BY: AWS

SHEET NO.

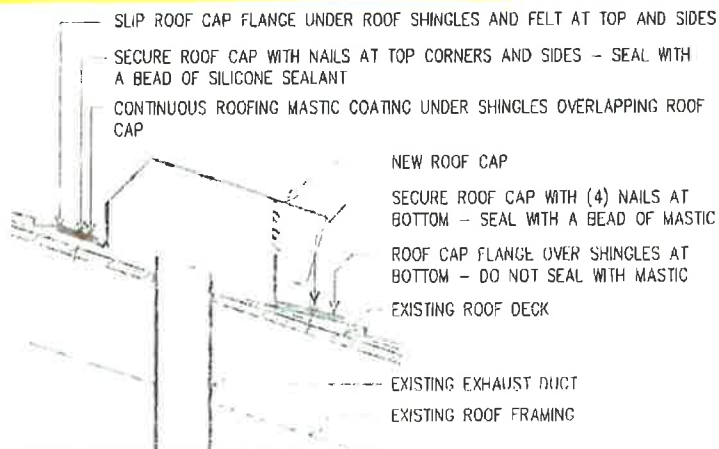
A2.0



① PVC VENT PIPE FLASHING DETAIL  
NO SEAL



② METAL VENT PIPE FLASHING DETAIL (TYPICAL)  
NO SEAL



③ ROOF EXHAUST CAP DETAIL  
NO SEAL

REVISIONS

WILSON HOUSING AUTHORITY  
BUILDING ROOF REPLACEMENT  
NC 20-1

NORTH CAROLINA

WILSON

ROOF DETAILS

4518 V2.1.00c

COMM. NO.: 4518

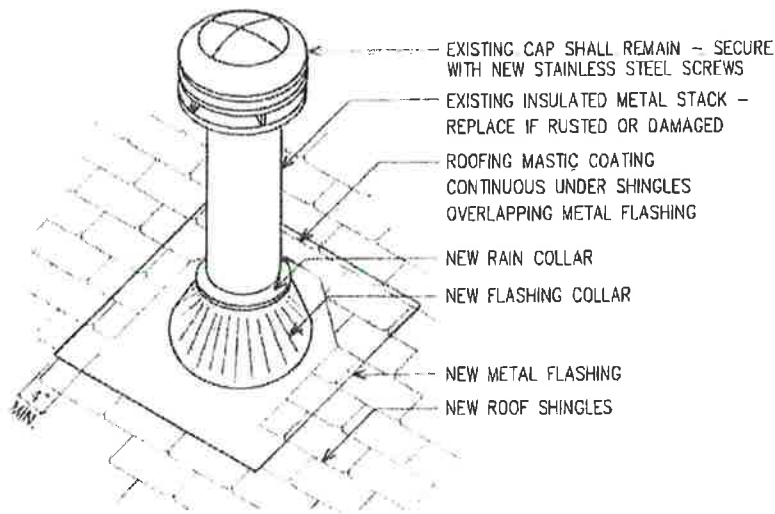
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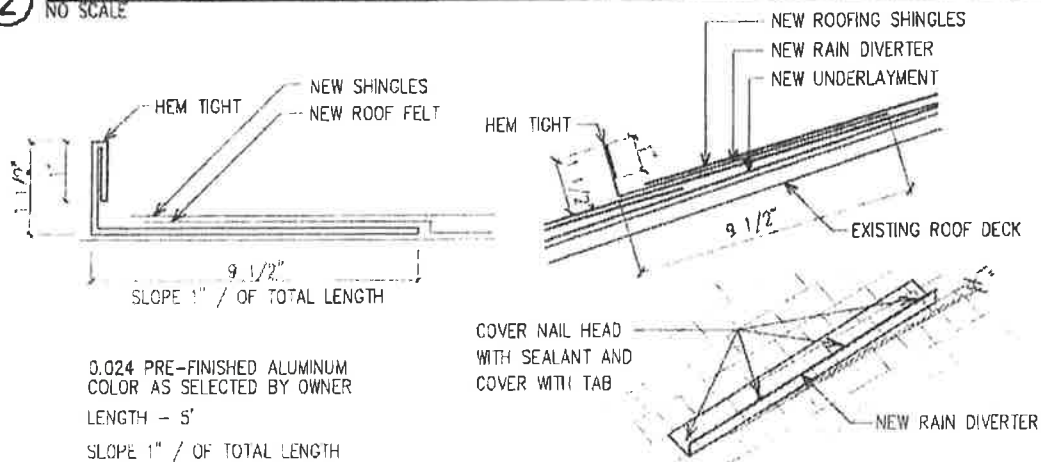
SHEET NO.

A2.1



# 1 GAS VENT STACK/CAP DETAIL NO SCALE

## 2 DETAIL NOT USED NO SCALE



## 3 RAIN DIVERTER DETAIL NO SCALE

REVISIONS



**Stogner Architecture, PA**  
 ARCHITECTURE - CONSTRUCTION MANAGEMENT - DESIGN BUILD  
 615 East Broad Avenue, Rockingham, North Carolina, 28379  
 Phone 910-6874 Fax 910-895-1111

**WILSON HOUSING AUTHORITY**  
**BUILDING ROOF REPLACEMENT**  
**NC 20-2, SITE NO. 1 AND NO. 2**

NORTH CAROLINA

WILSON

ROOF DETAILS

4518\A2.2.dwg

COMM. NO.: 4518

DRAWN BY: FJF

CHECKED BY: AWS

DATE: SEPT. 29, 2017

SHEET NO.

A2.2

WILSON HOUSING AUTHORITY

CONTRACTORS/SUBCONTRACTORS ASBESTOS FREE CERTIFICATION & WARRANTY

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

PROJECT: **BUILDING ROOF REPLACEMENT, NC 20-1**

PROJECT OWNER: **WILSON HOUSING AUTHORITY**

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 004100 - SECTION 3**  
**ECONOMIC OPPORTUNITIES FOR LOW AND VERY LOW-INCOME PERSONS**  
**HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

Contractors will comply with guidelines and intent of Section 3 and will keep and submit records to the Housing Authority.

Numeric Goals for Contractors and Subcontractors are (30 percent of new hires, 10 percent of construction contracts, and 3 percent of non-construction contracts).

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 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.

A "Section 3 resident" is a public housing resident or a low or very low-income person who lives in the County in which the project is located.

Low-income is defined as family income that does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for family size.

Very low-income is defined as a family income that does not exceed 50% of the median income for the area.

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, 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 135.38)**

- 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 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



## WILSON HOUSING AUTHORITY

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) 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. The number of contracts and amount of contracts awarded to local businesses owned by low income persons, by General Contractor and Sub-contractors.
- D. 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 3 AND TARGETED SECTION 3 WORKER SELF-CERTIFICATION

The purpose of HUD's Section 3 Program is to provide employment, training, and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. Your response is voluntary, confidential, and has no effect on your employment

**A Section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75.**

Are you currently a resident of Public Housing or a Housing Choice Voucher holder? (Section 8)

- ☐ Yes  
☐ No

What is your yearly income?

- ☐ Less than \$35,850 annually (\$17.23 per hour)  
☐ More than \$35,850 annually (\$17.24 per hour)

Are you a resident of Wilson County?

- ☐ Yes  
☐ No

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date Hired

I affirm that the above statements are true, complete, and correct to the best of my knowledge and believe. I hereby certify, under penalty of law that the following information is correct to the best of my knowledge.

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name Printed

### FOR INTERNAL USE ONLY

Must retain for 5 years

Is the employee a Section 3 worker based upon their self-certification? Yes or No

Is the employee a Targeted Section 3 worker based upon their self-certification? Yes or No

Status of employee: Employed ☐ Terminated ☐



SUMMARY OF THE WORK

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. Construction.
4. Access to site.
5. Coordination with occupants.
6. Site Conditions.
7. Miscellaneous provisions.

B. Related Requirements:

1. Section 01500 "Temporary Facilities" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: Wilson Housing Authority, Project NC 20-2, Site No **2** and No. **4 + 5**

1. Project Location – Site No. **2, 4 + 5**

B. Owner: Wilson Housing Authority.

1. Owner's Representative: Mr. Kelly Vick, President - CEO, Phone (252) 291-2245. Email: [kelly@wilsonha.org](mailto:kelly@wilsonha.org) or Mr. Troy Davis, Phone (252) 299-2199. Email: [tdavis@wilsonha.org](mailto:tdavis@wilsonha.org).

C. Architect: Stogner Architecture, Pa.

D. City of Wilson Inspections and Code Enforcement:

1. Building Inspector: Allen Williams, Phone (252) 399-2221.

E. City of Wilson Fire and Rescue:

1. Fire Inspector ✓ (252) 399-2880

F. NC Department of Health and Human Services:

1. Occupational Environmental Epidemiology Branch/Health Hazards Control Unit (Raleigh, NC): (919) 707-5900.

→ [tdavis@wilsonha.org](mailto:tdavis@wilsonha.org)

## WILSON HOUSING AUTHORITY

### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:
  - 1. Provide all labor, materials and equipment required for the asphalt shingle roof replacement of 73 buildings.
  - 2. Provide all other work as shown on the plans, in the project manual and as required by code and the local authority having jurisdiction.

### 1.5 CONSTRUCTION

- A. **The Owner will release Site No. 1 initially to the Contractor, to review the work performance. All work shall be successfully completed at Site No. 1 prior to moving to Site No. 1. Contractor shall coordinate his schedule with the Owner. The Contractor shall work with other Contractors to maintain a coordinated schedule. Work shall be completed in same order as begun and work shall be completed within a reasonable time as determined by the Owner. Failure to maintain a coordinated schedule or a failure to work with Owner and other Contractors to complete the work in a timely manner (as determined by the Owner) will be a suitable cause for finding the Contractor in default of the Contract. Final Acceptance will be issued on all buildings at both Site No. 1 & 2.**
- B. Before commencing Work, submit an updated copy of Contractor's construction schedule showing the sequence, commencement and completion dates for all areas of the Work.

### 1.6 ACCESS TO SITE

- A. General: Contractor shall have limited, immediate use of the Project site for construction operations.
- B. Use of Site: Limit use of Project site to immediate area round each building in the Contract. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Streets, Driveways, Walkways and Entrances: Keep streets, driveways, and entrances serving premises clear and available to Owner, Tenants, traffic and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of streets, driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

### 1.7 SITE CONDITIONS

- A. Occupied Site: The buildings in the contract and those immediately surrounding will be occupied during construction.
  - 1. Maintain access to existing streets, 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. **Protect the public and building occupants while working over head.**

# WILSON HOUSING AUTHORITY

## 1.8 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.
  3. On-Site Work Hours: Limit work to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. 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.
- B. 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.

Holiday	Observance Date	Day(s) Scheduled Off Work
LABOR DAY	9/2/24	MONDAY
COLUMBUS DAY	10/14/24	MONDAY
VETERANS DAY	11/11/24	MONDAY

- C. 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.
- D. Smoking on-site: Smoking is not permitted within (25) twenty-five feet of entrances, operable windows, outdoor air intakes or on the roof.
- E. Controlled Substances: Use of controlled substances is not permitted.

## 1.9 MISCELLANEOUS PROVISIONS

- A. Building permits will be required for each building. Contractor shall coordinate exact requirements with the City. Contractor shall pay for all fees. Questions regarding permitting may be directed to the permitting office; (252) 399-2219 or (252) 399-2220.
- B. 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.

WILSON HOUSING AUTHORITY .

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

Special Note:

All fees must be paid prior to requesting inspections. In addition, no Certificate of Occupancy or Certificate of Compliance will be issued if outstanding fees are owed.

All legal advertising fees will be charged at the full cost to the requester/contractor.

Building, zoning, electrical, heating and air conditioning, plumbing, and land development fees will be waived for (except for penalties):

1. Any new construction, renovation, remodel or addition for a residential building, restricted to owner-occupants only, being done anywhere in the city limits by a 501 (c) 3 non-profit corporation (e.g. Habitat for Humanity, WCIA, etc.); and
2. Any new construction, renovation, remodel or addition for a residential building, restricted to owner-occupants only, being done by public or private entity, in a certified redevelopment area (current or past) as designated by City Council (e.g. Freeman Place, Elvie and Triangle areas, etc.); in a locally or nationally designated historic district or in the municipal service district commonly referred to as downtown; and
3. Any new construction, renovation, remodel or addition for a commercial building, being built by a public or private entity, in a certified redevelopment area as designated by City Council (e.g. Freeman Place, Elvie, and Triangle Areas, etc.) in a locally or nationally designated historic district or in the municipal service district commonly referred to as downtown.

Under the provided that section, the first bullet point should be amended to read as follows:

1. If a non profit corporation is requesting waiver outside a certified redevelopment area, a copy of the organization's tax determination letter from the IRS that the organization is a 501 (c) 3 organization for tax purposes is provided (application alone is not sufficient documentation); and a copy of the organization's articles of incorporation, filed and certified by the NC Secretary of State is provided;
2. a copy of deed for the property is provided which contains a deed restriction requiring perpetual owner occupancy (and disallowing use as a rental or other than owner-occupied dwelling); and,
3. a request for such a waiver is in the form of a letter, signed by the executive director or principle officer of the non-profit corporation or by the contractor, developer or principal representing a for-profit entity.

Expired Permits: Permits expire as outlined in the North Carolina State Building Codes

If all rough-in inspections not approved	75% of original permit fee (not less than \$75)
If all rough-in inspections approved	50% of original permit fee (not less than \$75)

Renewal/reissuance of an expired permit must be requested within 180 days. If more than 180 days have passed, full permit fees are required. Reissuance must be for identical job. If significant code changes have occurred or project redesign, full permit fees will be assessed.

**ALTERATIONS, REPAIRS, ADDITIONS, OR RESIDENTIAL ACCESSORY BUILDINGS  
NOT FOR DWELLING PURPOSES**

**PERMIT FEES - BUILDING & DEMOLITION, MOVING, ETC.**

**A. Fee Schedule**

Fees for permits for all new construction and repairs shall be based upon the following schedule:

**Construction Costs Permit Price**

\$3,000 or less  
\$3,001 - \$50,000  
\$50,001 - \$100,000  
\$100,001 - \$500,000  
\$500,001 or more

check with the City of Wilson

Plan review fee charged as follows:

Residential  
Commercial

check with the City of Wilson

**B. Extra Work**

For additional inspection trips made by the failure of the permit holder or person responsible for the work/job site to properly identify the areas needing inspection, failing to provide access to the job site, or not having properly completed the work in conformance with the North Carolina State Building Codes, or applicable codes, or failure to correct previously identified code violations, a fee of \$75 shall be assessed and charged to the job/permit holder.

**C. Demolition Permits**

check with the City of Wilson

**D. Moving Permits**

check with the City of Wilson

**E. Penalty**

Failure to obtain the required permits prior to commencing work will result in an additional fee of ½ of the original permit charge. The minimum charge is \$100.00

**F. Construction Cost**

Construction costs shall be computed using 80% of International Code Council (ICC) Building Valuation Costs.

**G. Early/Late/Weekend/Holiday Inspection Fee**

The following schedule establishes early/late/weekend holiday fees for all inspections, including fire inspections, after work hours and on weekends or holidays for new construction or renovations requiring such inspection:

After Hours Inspections

check with the City of Wilson.

WILSON HOUSING AUTHORITY

Provide attachment and connection devices and methods necessary for securing each construction element. Secure each construction element true to line and level.

Recheck measurements and dimensions, before ordering materials and starting installation.

Install each component during weather conditions and project status that will ensure the best results. Isolate each part from incompatible material as necessary to prevent deterioration.

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.

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



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.

Single Prime

Total Contingency

\$ 15,000.00

PREPARATION

Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is integrated with related construction activities.

**NOTE TO CONTRACTOR:**

**THE FOLLOWING UNIT PRICE SCHEDULE MUST BE COMPLETED AND SUBMITTED WITH MONTHLY PAY REQUISITION.**

END OF SECTION 012100

Wilson Housing Authority: 22 Building Roof Replacement Program					
Unit Price Measurements A-E					
	Unit Price A	Unit Price B	Unit Price C	Unit Price D	Unit Price D
	3/4" X 4' X 4'	1/2" X 4' X 4'	3/4" X 7.25" X 1' OSB	1" X 4" Fascia	1' X 6" Fascia
	2,000 Sq Ft: 125 Rep's	2,000 Sq Ft: 125 Rep's	5,000' LF	240' LF	240' LF
Address					
700 & 702 Hines					
704 Hines					
706 & 708 Hines					
710 & 712 Hines					
714 & 716 Hines					
601 & 603 Suggs					
604 & 606 Suggs					
701 & 703 Suggs					
705 & 707 Suggs					
709 Suggs					
711 & 713 Suggs					
715 & 717 Suggs					
609 & 611 Stephenson					
621 & 623 Stephenson					
504 & 506 Spruce					
508 & 510 Spruce					
512 & 514 Spruce					
516 & 518 Spruce					
700 Moore					
511 & 513 Lodge					
515 & 517 Lodge					
519 & 521 Lodge					

Wilson Housing Authority: 22 Building Roof Replacement Program				
Unit Price Measurements A-E				
	Unit Price D	Unit Price D	Unit Price E	
	1" X 8" Fascia 240' LF	2" x 4" Fascia 240' LF	Metal Fascia 200'	
Address				
700 & 702 Hines				
704 Hines				
706 & 708 Hines				
710 & 712 Hines				
714 & 716 Hines				
601 & 603 Suggs				
604 & 606 Suggs				
701 & 703 Suggs				
705 & 707 Suggs				
709 Suggs				
711 & 713 Suggs				
715 & 717 Suggs				
609 & 611 Stephenson				
621 & 623 Stephenson				
504 & 506 Spruce				
508 & 510 Spruce				
512 & 514 Spruce				
516 & 518 Spruce				
700 Moore				
511 & 513 Lodge				
515 & 517 Lodge				
519 & 521 Lodge				

**SECTION 014500 - CUTTING AND PATCHING**

**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, 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.

Take all precautions to avoid cutting existing wiring, conduit or structural elements serving the building.

**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 cutting is required use hand or small power tools designed for sawing, not hammering and chopping. Cut slots to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

**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.

Patch and repair existing roof deck as necessary to provide an even plane surface of uniform appearance.

END OF SECTION 014500

**SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS**

**Summary:** This Section specifies temporary services and facilities, including utilities, construction and support facilities, security and protection. Provide facilities ready for use. Maintain, expand and modify as needed. Remove when no longer needed, or replaced by permanent facilities.

**Use Charges:** Cost or use charges for temporary facilities are not chargeable to the Owner, and will not be accepted as a basis of claims for a Change Order.

**Submittals:** Submit a schedule showing implementation and termination of each temporary utility within 15 days of commencement of the Work.

**Regulations:** Comply with applicable laws and regulations.

**Standards:** Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition".

Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared by AGC and ASC.

**Inspections:** Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

**Conditions of Use:** Keep facilities clean and neat. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload, or permit facilities to interfere with progress. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

**Open-Mesh Fencing:** 11-gage, galvanized 2-inch, chain link fabric fencing 6-feet high and galvanized steel pipe posts, 1-1/2" I.D. for line posts and 2-1/2" I.D. for corner posts, as required by Contractor for security of stored materials.

**Water Service:** Contractor may use exterior hose bibs for water.

**Electric Power Service:** Contractor may use power from building when working on that building.

**Telephones:** Provide temporary telephone service for personnel engaged in construction. Phone may be fixed or mobile. Mobile telephone, if used, must be on the job site at all times that construction crews are present.

**Sanitary facilities** include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures. Install where facilities will best serve the Project. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used material.

**Toilets:** Install self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material. Use of pit-type privies will not be permitted.

**Wash Facilities:** Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up. Dispose of drainage properly. Supply cleaning compounds.

END OF SECTION 015000



## **SECTION 017700 - CLOSEOUT PROCEDURES**

**Description of Requirements:** Provisions apply to the procedural requirements for the actual closeout of the Work. Closeout requirements relate to both Punch List Observation and final completion of the Work; they also apply to individual portions of completed work as well as the total Work. Specific requirements contained in other sections have precedence over the general requirements contained in this section.

### **Procedures at Punch List Observation:**

**Prerequisites:** Comply with General Conditions and complete the following before requesting Owner's observation of the Work, or a designated portion of the Work, for preparation of Punch List Observation.

Submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates and similar required documentation for specific units of work, enabling owner's unrestricted occupancy and use.

Submit record documentation.

Complete final cleaning, and remove temporary facilities and tools.

**Observation Procedures:** Upon receipt of Contractor's request, Owner will either proceed with observation or advise contractor of prerequisites not fulfilled. Following initial visit, Owner will either prepare a pre-final punch list, or advise Contractor of work which must be performed prior to issuance of the punch list observation. The Owner will repeat the punch list observation when requested and assure that the Work has been completed. **If the work has not been completed at the second visit, the Contractor agrees to reimburse the Owner for the cost of future site observation.** Results of the completed observation will form the initial "punch-list" for final acceptance.

### **Procedures at Final Acceptance (Checking of Punch List):**

**Checking of Punch List Procedure:** The Owner will revisit the Work upon receipt of the Contractor's notice that, except for those items whose completion has been delayed due to circumstances that are acceptable to the Owner, the Work has been completed, including punch-list items from earlier visits. Upon completion of observation, the Owner will either process final acceptance and final payment, or will advise the Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, this procedure will be repeated.

**In the event that the condition of the work is such that the Owner 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.**

## **LIQUIDATED DAMAGES STOP AT FINAL COMPLETION OF THE WORK OR FINAL ACCEPTANCE**

**Contractor is advised "the resulting damage will consist of liquidated damages until the work is completed or accepted".**

**Contractor is advised that Warranty begins from the date of final acceptance of all the roof work.**

### **Record Documentation:**

**Record Drawings:** Maintain a complete set of prints of the contract drawings and shop drawings for record mark-up purposes throughout the Contract Time. Mark-up these drawings during the course of the work to show both changes and the actual installation, in sufficient detail to form a complete record for the Owner's purposes. Give particular attention to work, which will be concealed and difficult to measure and record at a later date, and work which may require servicing or replacement during the life of the project. Require the entities marking prints to sign and date each mark-up. Submit Drawings in a scanned PDF Format via email, drop box, thumb drive, CD or other electronic transfer method.

### **General Closeout Requirements:**

**Final Cleaning:** At the time of project close out, clean or re-clean the Work to the condition expected from a normal, commercial building cleaning and maintenance program. Complete the following cleaning operations before requesting the Owner's Pre-Final Punch List Observation:

## WILSON HOUSING AUTHORITY

Clean exposed finishes.  
Touch-up minor finish damage.  
Remove debris.  
Police yards and grounds.

### DOCUMENTS TO SUBMIT WITH FINAL PAY REQUEST:

Certificate & Release (HUD Form) (2 copies)  
Contractor's, Subcontractor's and Supplier's Affidavit & Releases (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"  
Maintenance Manuals with Warranties/Guarantees (3 copies)  
Signed Compliance Statements from Building Inspectors as required (1 copy)  
Certificate of Punch List Completion (2 copies)  
Certificate of Final Completion and Acceptance (shall be basis for completion of work, start of warranty period and potential Liquidated Damages)  
List of all Subcontractors and Material Suppliers including addresses and phone numbers  
Adjustment of Allowances and Unit Prices  
Provide certification that all new construction is Asbestos Free  
Section 3 Final Report (HUD Form 60002)  
As Built Drawings  
All Final Payroll Reports  
Daily Project Logs  
E-Verify Affidavits for Subcontractors (if not sent prior to this)

**NOTE: IF ALL CLOSE OUT DOCUMENTATION IS NOT SUBMITTED WITHIN 45 DAYS FROM DATE OF FINAL ACCEPTANCE, THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY ADDITIONAL COST INCURRED BY THE OWNER**

END OF SECTION 017700

THE CONTRACTOR SHALL USE THE ATTACHED FORMS TO REQUEST A PRE-FINAL PUNCH LIST OBSERVATION AND FINAL OBSERVATION.

## Request for Pre-Final Punch Observation

For:

Wilson Housing Authority

Wilson, North Carolina

In preparation for the Pre-Final Punch Observation, the Contractor certifies that the Project Manager and Project Superintendent have reviewed the specifications, addendum, 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 Owner 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 the 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 Observation. The contractor has reviewed Section 017700, Project Closeout, and is aware of close out requirements. Required Documentation is attached.

Note: The Contractor is aware that if re-occurring punch list items happen from roof to roof the Owner may stop the Pre-Final Punch Observation and declare that the work is not ready for the Pre-Final Punch Observation.

X \_\_\_\_\_

Project Superintendent

X \_\_\_\_\_

Project Manager

X \_\_\_\_\_

Date

X \_\_\_\_\_

Date

X \_\_\_\_\_

Prime Contractor

### Attachments:

\_\_\_\_\_ Prime Contractor's Punch List

\_\_\_\_\_ Inspection Certification

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 additional observation efforts.

CLOSEOUT PROCEDURES



Wilson Housing Authority: 22 Building Roof Replacement Program

Pre-Final Punch List

Address	
700 & 702 Hines	
704 Hines	
706 & 708 Hines	
710 & 712 Hines	
714 & 716 Hines	
601 & 603 Suggs	
604 & 606 Suggs	
701 & 703 Suggs	
705 & 707 Suggs	
709 Suggs	
711 & 713 Suggs	
715 & 717 Suggs	
609 & 611 Stephenson	
621 & 623 Stephenson	
504 & 506 Spruce	
508 & 510 Spruce	
512 & 514 Spruce	
516 & 518 Spruce	
700 Moore	
511 & 513 Lodge	
515 & 517 Lodge	
519 & 521 Lodge	

## REQUEST FOR FINAL ACCEPTANCE (CHECKING OF PUNCH LIST)

For:

Wilson Housing Authority  
Wilson, North Carolina

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 Owner'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 this visit.

The Contractor's pre-final punch list and Owner's pre-final punch list are attached with indications that each item has been checked and is complete. Any items not complete are to be clearly identified.

The Contractor has reviewed Section 017700, Project Closeout, 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 related to re-checking of the work.

X \_\_\_\_\_

Project Superintendent

X \_\_\_\_\_

Date

X \_\_\_\_\_

Prime Contractor

X \_\_\_\_\_

Project Manager

X \_\_\_\_\_

Date

### Attachments:

\_\_\_\_\_ Prime Contractor's Punch List

\_\_\_\_\_ Inspection Certification

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 additional observation efforts.

### CLOSEOUT PROCEDURES

Wilson Housing Authority: 22 Building Roof Replacement Program

Final Punch List

Address	
700 & 702 Hines	
704 Hines	
706 & 708 Hines	
710 & 712 Hines	
714 & 716 Hines	
601 & 603 Suggs	
604 & 606 Suggs	
701 & 703 Suggs	
705 & 707 Suggs	
709 Suggs	
711 & 713 Suggs	
715 & 717 Suggs	
609 & 611 Stephenson	
621 & 623 Stephenson	
504 & 506 Spruce	
508 & 510 Spruce	
512 & 514 Spruce	
516 & 518 Spruce	
700 Moore	
511 & 513 Lodge	
515 & 517 Lodge	
519 & 521 Lodge	

**SECTION 017707 - WARRANTIES AND BONDS**

Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

Special Warranties are written warranties required by or incorporated in Contract Documents, to extend time limits provided by standard warranties or to provide greater rights for the Owner.

Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.

Requirements for warranties for products and installations that are specified to be warranted, are included in the individual Sections of Divisions-2 through -16. Warranties are to be submitted with request for Final Payment.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and Subcontractors required to countersign special warranties with the Contractor.

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.

Rejection of Warranties: The Owner reserves the right to reject warranties and limit selections to products with warranties not in conflict with requirements of the Contract Documents.

**The Owner reserves the right to refuse to accept Work where a special warranty, or similar commitment is required, until evidence is presented that entities required to countersign commitments are willing to do so.**

**Submit written warranties to the Owner beginning on the date certified for Final Acceptance.** If the Owner's Certificate of Final Acceptance designates a commencement date for warranties other than the date of Final Acceptance, submit written warranties on the Owner's request.

When a special warranty is to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner for approval prior to final execution.

Refer to individual Sections of Divisions-2 through -16 for specific content, and particular requirements for submittal of special warranties.

When operating and maintenance manuals are required for warranted construction, provide additional copies of each warranty, as necessary, for inclusion in each required manual.

**FINAL PAYMENT MAY NOT BE RELEASED UNTIL ALL SIGNED WARRANTIES ARE RECEIVED.**

END OF SECTION 017707

SECTION 073113 - ASPHALT SHINGLES

PART 1 - GENERAL

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1.1 SUMMARY

A. Section Includes:

1. Asphalt shingles.
2. Underlayment.
3. Ridge vents.
4. Metal flashing and trim.

1.2 PREINSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.

1.4 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Evaluation reports.
- C. Sample warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.6 QUALITY ASSURANCE

- A. **Installer Qualifications:** Installer shall have a minimum of (5) five years of experience in the application of asphalt shingles.
- B. **Manufacturer Qualifications:** Manufacturer shall have minimum of (5) five years in the manufacture of fiberglass shingles.

**1.7 WARRANTY**

- A. **Manufacturer's Warranty:** Manufacturer agrees to repair or replace asphalt shingles that fail within specified warranty period.
-

## WILSON HOUSING AUTHORITY

1. Material Warranty Period: 50 years from date of Final Acceptance, prorated, with first 10 - years nonprorated.
2. Wind-Speed Warranty Period: Asphalt shingles will resist blow-off or damage caused by wind speeds of up to 110 mph for 15 - years from date of Final Acceptance.
3. Algae-Resistance Warranty Period: Asphalt shingles will not discolor for 10 years from date of Final Acceptance.
4. Workmanship Warranty Period: Two (2) years from date of Final Acceptance of all roofing work. Submit roofing warranty and guarantee at project closeout. Failure to provide will delay acceptance and closeout

B. **Roofer Guaranty:** Roofer agrees to make all repairs that may occur due to improper installation or defective materials to maintain a weathertight condition.

1. **Roofing Guarantee Period:** Two (2) Years from date of Final Acceptance.
2. **Provide guaranty at project closeout.** Failure to provide will delay acceptance and closeout.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. **Exterior Fire-Test Exposure:** Provide asphalt shingles and related roofing materials identical to those of assemblies tested for Class A fire resistance according to ASTM E 108 or UL 790 by Underwriters Laboratories, Inc. or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.

### 2.2 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

- A. **Laminated-Strip Asphalt Shingles:** ASTM D 3462/D 3462M, laminated, multi-ply overlay construction, glass-fiber reinforced, mineral-granule surfaced, and self-sealing.
1. **Manufacturers:** *DWINS CORNING - BLACK* Architectural Shingle, or approved equal product by Alternate Manufacturer.
  2. **Strip Size:** Manufacturer's standard.
  3. **Algae Resistance:** Granules resist algae discoloration.
  4. **Color and Blends:** As selected by Owner from manufacturer's full range.
- B. **Ridge Shingles:** Manufacturer's standard units to match asphalt shingles or site-fabricated units cut from asphalt-shingle strips. Trim each side of lapped portion of unit to taper approximately 1 inch.

### 2.3 UNDERLAYMENT MATERIALS

- A. **Roofing** *Synthetic Underlayment*  
*ICE/WATER SHIELD - Full sheet on the bottom; 1/2 sheet on the sides*

### 2.4 RIDGE VENTS

- A. **Rigid Vent:** Manufacturer's standard, rigid section high-density polypropylene or other UV-stabilized plastic ridge vent for use under ridge shingles.
1. **Manufacturer:** Cobra Ridge Vent 3, or approved equal product by Alternate Manufacturer, or approved equal product by Alternate Manufacturer.
  2. **Minimum Net Free Area:** 18.0 sq. in. per linear foot.

3. Features:

- a. Passes the 110 mph wind driven rain test.
- b. Provide ridge vent full length of roof. Ventilation slots shall stop 4' each side of attic separation. **DO NOT cut slot thru separation wall.**

2.5 EXHAUST CAP

A. Metal roof cap for range hoods and bathroom exhaust fans.

1. Manufacturer Range Hood Cap: Broan Model #634 or approved equal product by alternate manufacturer.
2. Manufacturer Bath Exhaust Cap: Broan Model #636 or approved equal product by alternate manufacturer.
3. Finish: Prefinished baked-on enamel.
4. Color: As selected by Owner from manufacturer's standard colors.

2.6 METAL VENT PIPE FLASHING

A. Vent Pipe Flashing: Standard lead boot flashing conforming to ASTM B 749, Type L 51121.

1. Thickness: 1/16" thick.

2.7 PVC VENT PIPE FLASHING

A. Vent Pipe Flashing: Manufacturer's standard UV-stabilized neoprene boot flashing for use with PVC vent pipes.

1. Manufacturer: Portals, or approved equal product by Alternate Manufacturer.
2. Size: As required for various vent pipe sizes.
3. Model: 85000 Series as required for proper sizing.

2.8 RETROFIT FLASHING

A. Existing penetrations that cannot be disconnected: Manufacturer's standard UV-stabilized neoprene boot flashing for use with electrical masts.

1. Manufacturer: Portals, or approved equal product by Alternate Manufacturer.
2. Size: As required for various mast sizes.
3. Fastening: Provide with stainless steel neck clamp and hardware for mechanical fastening.
4. Model: 12000 Series as required for proper sizing.

2.9 METAL DRIP EDGE

A. Metal Drip Edge: Prefinished aluminum with a baked on enamel.

1. Manufacturer: ALSCO Metals Corporation, or approved equal product by Alternate Manufacturer.
2. Size: 1 3/4" face, 2 7/8" top leg as indicated on the drawings.
3. Length: 8' -10'.
4. Gauge: .019.



## WILSON HOUSING AUTHORITY

### 2.10 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.
- B. Roofing Nails: ASTM F 1667; aluminum, stainless-steel, copper, or hot-dip galvanized-steel wire shingle nails, minimum 12 gauge, sharp-pointed, with a minimum 3/8-inch diameter flat head and of 1 1/4" length.
  - 1. Shank: Barbed.
  - 2. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
  - 3. Nails must be located in "sweet spot", penetrating both layers of individual shingles or re-nailing will be required.
  - 4. Staples are not acceptable.
- C. Underlayment Fasteners: As recommended in writing by felt underlayment manufacturer for application indicated.

### 2.11 METAL FLASHING AND TRIM

- A. General: Comply with ASTM B 209, Alloy 3003-H14.
  - 1. Rain Diverter Metal: Minimum .024 gauge. Field fabricate to sizes and configurations required.
  - 2. Exposed metal shall be prefinished with a baked on enamel.
  - 3. Color: As selected by Owner from manufacturer's standard colors.
- B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of the item.

## PART 3 - EXECUTION

### 3.1 UNDERLAYMENT INSTALLATION

- A. General: Comply with underlayment manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.
- B. Synthetic Underlayment  
ICE/water shield - full sheet on bottom / 1/2 on sides
  - 1. Install in single layer on roofs sloped at 4:12 and greater.

### 3.2 METAL FLASHING INSTALLATION

- A. General: Install metal flashings according to recommendations in ARMA's "Residential Asphalt Roofing Manual" and NRCA's "NRCA Guidelines for Asphalt Shingle Roof Systems."
- B. Metal Drip: Install in accordance with manufacturer's printed instruction. Use only aluminum or stainless steel nails. Where aluminum comes into contact with dissimilar metal, provide separate or protection paint to prevent electrolysis.
  - 1. Nail at 12" on center maximum.

3.3 ASPHALT-SHINGLE INSTALLATION

- A. General: Install asphalt shingles according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and recommendations in NRCA's "NRCA Guidelines for Asphalt Shingle Roof Systems."
- B. Fastening: Placement of nails is critical to overall performance. High nail placement can result in separation of components and will cause delamination of shingles after application. All nails must be driven straight with heads flush to the shingle surface, never cutting into the shingle. Nails shall not be exposed (visible) on the finished roof.
- C. Install starter strip along lowest roof edge, consisting of an asphalt-shingle strip with tabs removed, at least 7 inches wide with self-sealing strip face up at roof edge. Nail with (4) four nails equally spaced and 3" up from the eave.
  - 1. Extend asphalt shingles 3/4 inch over fasciae at eaves and rakes. Do not cut flush with trim.
  - 2. Install starter strip along rake edge.
- D. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- E. Fasten asphalt-shingle strips with a minimum of four roofing nails located according to manufacturer's written instructions. If Alternate is awarded for an approved equal manufacturer, the contractor shall provide nailing as required by that manufacturer to obtain the warranty specified in Part 1.7 Warranty.
  - 1. When ambient temperature during installation is below 50 deg F, seal asphalt shingles with asphalt roofing cement spots.
- F. Ridge Vents: Install continuous ridge vents over asphalt shingles according to manufacturer's written instructions.
  - 1. Provide continuous bead of silicone sealant below nailing flange.
  - 2. Anchor with 3" aluminum roofing nails with barbed shanks, seal head of exposed nails with roofing cement.
  - 3. Provide complete system to include connectors, end plugs and related items.
  - 4. Provide silicone sealant at joints.
- H. Ridge Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing.
  - 1. Fasten ridge cap asphalt shingles to cover ridge vent without obstructing airflow.
- I. Exhaust Cap: Install in accordance with manufacturer's instructions.

END OF SECTION 073113

**ROOFING NOTES ATTACHMENT**

**KEEP ON-SITE ALONG WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.**

Responsibility of Quality Control of Sub-Contractor lies solely with the Contractor – specifically with the Superintendent.

Superintendent **must** be on the site and on the roofs.

It is strongly recommended that this list of frequent roofing problems be reviewed with all roofing crews **before they start.**

**APARTMENT BUILDINGS:**

1. Proper, total complete clean off of roof – removal of felt tabs, high nails, damaged wood, etc.
2. Police and clean up landscape beds. Clean up yard. It is easiest if it has been recently mowed. Ground cloths are **strongly encouraged.**
3. Inspection of roof sheathing – replace rotten, brace/replace badly sagged, nail down loose. There should be an adequate top piece of sheathing strong enough to nail down ridge. [ie: minimum width of 24"]
4. Proper placement of underlayment, over drip edge at eave under at rake. Install starter strip per plans and manufacturer's recommendation. Tack strip must be at eave and nailed just behind fascia.
5. Ridge vent – properly cut open sheathing, felt. **Protect roof deck adjacent to fire barriers, fire walls and draft stops.** Use correct nails. Caulk exposed nail heads. Install closure at end of ridge.
6. Remove bent nails. **Do not** just hammer down pops.
7. **POWER NAILING IS PERMITTED.** *Contractor is responsible if Nails blow through shingles.*
8. Proper number and location of nails with regard to tack strip. Nails must be in sweet spot or Contractor will be required to re-nail; if shingles have already sealed down, remove and replace with proper nailing. 100 MPH Wind Zone or Less use 4 nails minimum or as recommended by Manufacturer. **If Alternate is awarded for an approved equal manufacturer, the contractor shall provide nailing as required by that manufacturer to obtain the warranty specified in Part 1.7 Warranty**
9. Once a building is punched have the crew go back and correct it. Do not continue making the same mistakes.
10. When Manufacturer's label on back of shingle wrapper is more stringent than code or specifications, installer shall comply with the more stringent requirement.

ROOFING GUARANTEE

WILSON HOUSING AUTHORITY BUILDING ROOF REPLACEMENT, NC 20-2;4+5  
WILSON, NORTH CAROLINA

WHERE \_\_\_\_\_, Roofing Contractor, has furnished the labor and material required to install shingles, felt, flashing, edge trim, caps and accessories on the above Project in accordance with Contract terms, has agreed to issue a full coverage one hundred percent (100%) Guarantee to the Wilson Housing Authority.

\_\_\_\_\_ agrees for a period of two (2) years from the date of final acceptance that he will, at his own expense, make all repairs that may occur due to improper installation or defective materials to maintain a weathertight condition. (This is in addition to manufacturer's material warranty.)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

\_\_\_\_\_  
Business Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

SUBMIT: SIGNED COPY OF MANUFACTURER'S MATERIAL WARRANTY ALONG WITH ROOFING GUARANTEE.