

PROJECT MANUAL for

Rehabilitation of HUD Housing

Driftwood Apartments

Wilmington, North Carolina 28401

Issued for Bidding

Prepared By

CMA Design, PLLC

CMADESIGN7@GMAIL.COM

WWW.CMADESIGNPLLC.COM

Committed to Excellence in Architectural Design

Architectural Commission Number 2307

TABLE OF CONTENTS

BIDDING REQUIREMENTS

00000	Advertisement for Bids
00120	Contractor's Bid Proposal
00350	Confirmation of Pre-Bid Attendance HUD Section 3 – Intent to Comply
00450	Notice to Bidders

CONTRACT REQUIREMENTS

01010	General Conditions and Definitions
01020	Supplementary Conditions
01025	Contingency, Alternates, and Unit Prices
02000	Summary of Work
02015	Product Specifications

APPENDIX A

Building and Unit Floor Plans
Scope of Work/ Schedule of Values
Engineering Report (Topsail Engineering)
Vendor Packet (Cape Fear Collective)

APPENDIX B

Davis-Bacon Overview
Prevailing Wage (New Hanover County)
Project Workforce List
Section 3 Worker Self-Certification
Section 3 Plan
Davis-Bacon Labor Standards



00000 ADVERTISEMENT FOR BIDS

Sealed bid proposals will be received by Cape Fear Collective at the offices of Elevate Co-working at 2512 Independence Blvd., Suite 100, Wilmington, North Carolina 28406 until **3:00PM, Thursday September 7, 2023**, and immediately thereafter publicly opened and read for the Rehabilitation of HUD Housing (Driftwood Apartments) at **3820 Princess Place Drive, Wilmington, NC 28401**. Proposals received after the time and date specified will not be considered.

A Pre-Bid Conference and walk-through of the site will be conducted at **12:00PM, Thursday August 31, 2023**. **This will be the only opportunity to schedule a site visit.** Bid packages will be available (via email) on Thursday August 24, 2023 with a complete scope of work along with a confirmation of pre-bid attendance. All bid packages and questions concerning the work write-up should be directed to **“Josh” Cline McGee, AIA CMA Design, PLLC** at 704-614-2956 OR cmadesign7@gmail.com. Contractors must be properly licensed under North Carolina laws governing their respective trades. Contractors debarred from contracting with the federal government are ineligible to bid. General Contractors shall hold an unlimited license by the North Carolina Licensing Board for General Contractors to perform the work. This will be a lump sum bid for the total scope of work.

No bids may be withdrawn after the scheduled closing time for the receipt of bids for a period of 90 days. The owner reserves the right to waive informalities and to reject any or all bids. Bids not falling within 15% of the Cape Fear Collective’s cost estimate will be eliminated from consideration.

The Rehabilitation of HUD Housing (Driftwood Apartments) at 3820 Princess Place Drive, Wilmington, NC 28401 is financed with funds provided in part by the federal government through Title I of the Housing and Community Development Act and HUD Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020. The contractor is required to register in the System for Award Management (SAM) website www.sam.gov. The contractor may be subject to Davis-Bacon Act Regulations (29 CFR 55), and federal labor standards provisions.

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.

The Parties to this contract agree to comply with HUD’s regulation in 24 CFR Part 75 and guidelines, 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 impediments that would prevent them from complying with 24 CFR Part 75 regulation. <https://www.ecfr.gov/current/title-24/subtitle-A/part-75?toc=1>

The contractor agrees to include this Section 3 language in every subcontract subject to compliance with HUD’s regulation 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 language, upon a finding that the subcontractor is in violation of HUD’s regulation in 24 CFR Part 75 and City of Wilmington’s policy and guidelines. 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 regulation, 24 CFR Part 75.

Noncompliance with HUD’s regulation in 24 CFR Part 75 and HRD’s policy and guidelines may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.



00120 CONTRACTOR'S BID PROPOSAL

Contractor Name: _____

Contractor Address: _____

EIN/TIN: _____ DUNNS / CAGE _____ STATUS / EXPIRATION _____

Property Owner: Cape Fear Collective

Job Name: Rehabilitation of HUD Housing (Driftwood Apts) at 3820 Princess Place Drive, Wilmington, NC 28401

I, the undersigned officer of the contractor, have inspected the above referenced property and have familiarized myself with the requirements of the work write-up, and drawings for **Rehabilitation of HUD Housing (Driftwood Apartments) at 3820 Princess Place Drive, Wilmington, NC 28401** PROJECT and certify that I have the proper license(s) and insurance as required by the State of North Carolina and the City of Wilmington to accomplish the work specified.

I propose to furnish all labor, materials and equipment necessary to accomplish the work required by the work write-up, drawings and contingency for the sum of \$ _____.

All work shall be completed within _____ calendar days following issuance of the proceed order by the owner(s) and the City of Wilmington.

We propose to use the following subcontractors –

HVAC Contractor _____

Plumbing Contractor _____

Electrical Contractor _____

CONTINGENCY:

The Bidder agrees to include a construction contingency of \$3000 that will be applied to unforeseen conditions during construction. Such contingency shall only be utilized when approved by the Owner or his representative and unused amounts shall be credited back to the Owner at final payment.

ADD ALTERNATES:

Prices quoted and accepted shall apply throughout the life of the Contract. The Bidder is asked to provide the following unit prices to be used to adjust the Contract up or down if the scope of the Work changes.

Add Alternate No. 1: \$ _____ (Substitute solid surface countertops for plastic laminate countertops)

Add Alternate No. 2: \$ _____ (Substitute new base cabinet with solid cooktop instead of new oven/range.)

UNIT PRICES:

Unit prices quoted and accepted shall apply throughout the life of the Contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of the changes in the scope of the Work all in accordance with the Contract Document. The Bidder is asked to provide the following unit prices to be used to adjust the Contract up or down if the scope of the Work changes.

Unit Price No. 1: \$_____ Per Square Foot

Description: Removal of existing damaged roof sheathing and replacement with new to match existing and as necessary to provide proper substrate for new roofing. Unit of Measurement - Square foot.

Unit Price No. 2: \$_____ Each

Description: Removal of existing shower and furnish/install new ADA shower in compliance with product specifications. Unit of Measurement - Each.

The undersigned Bidder further proposes and agrees to commence the work promptly upon notice to proceed, with adequate forces.

The Bidder acknowledges receipt of the following addenda: Addendum No.____Addendum No._____

A properly executed confirmation of pre-bid examination form is attached to this proposal.

(Signature Contractor)

(Date)



00350 CONFIRMATION OF PRE-BID EXAMINATION

Contractor Name: _____

Contractor Address: _____

Property Owner: Cape Fear Collective

Property Location: 3820 Princess Place Drive, Wilmington, NC 28401 ,

Phone: 910-238-0247

The individual listed below, representing the contractor, examined the property listed above to become familiar with the proposed repair work. I (we) understand that the general contractor listed above may submit a bid for the proposed work.

I (we) further understand that it is improper for anyone to offer any bonuses, kickbacks, commission, side deals or any other incentives as an inducement to select a particular contractor.

(Signature of Contractor's Representative)

(Date)

(Signature of Property Owner)

(Date)

(Signature of Property Owner)

(Date)

City of Wilmington Community Development & Housing
Section 3 - Acknowledgment and Intent to Comply
(HUD Regulation, 24 CFR Part 75)

Name of <u>Developer</u> OR <u>Subrecipient</u>			
Business Address, City, State, & Zip			
Business Phone Number		Contact Email	
Primary Contact Name			
Primary Contact Phone Number		Title	

Name of <u>General Contractor</u>			
Business Address, City, State, & Zip			
Business Phone Number		Contact Email	
Primary Contact Name			
Primary Contact Phone Number		Title	

In accordance with the HUD funded agreement regarding this project, I will:

- A. Insert Section 3 language into all contracts and subcontracts associated with the federal funded projects;
- B. Submit and implement a Section 3 Plan which will form part of our contractual obligations;
- C. Submit all required employment and contracting documentation as requested by the City of Wilmington Community Development and Housing staff in accordance with the Section 3 Plan; and
- D. Take affirmative actions to comply with all Section 3 notifications and requests, attain and report efforts toward achieving established HUD Section 3 benchmarks for Section 3 workers and Targeted Section 3 workers.
- E. Maintain documentation for a time period required for record retention or in the absence of applicable program regulations in accordance with 2 CFR Part 200.

We are (I am) committed to comply with the HUD Section 3 regulation and City of Wilmington Community Development and Housing Section 3 requirements. It is our (my) desire to work together to ensure compliance, *to the greatest extent feasible*, through the awarding of contracts for work and services to Section 3 business concerns and to provide employment and training to Section 3 workers and Targeted Section 3 workers.

(NOTE: This page is part of your bid or RFP package.)

Developer OR Subrecipient:

Print Name: _____

Title: _____

Signature: _____

Date: _____

General Contractor:

Print Name: _____

Title: _____

Signature: _____

Date: _____

Section 3 Language – 24 CFR Part 75

All HUD Section 3 covered contracts shall include the following language:

- 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.
- B. The Parties to this contract agree to comply with HUD's regulation in 24 CFR Part 75 and City of Wilmington policy and guidelines, 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 impediments that would prevent them from complying with the Part 75 regulation.
- C. The contractor agrees to include this Section 3 language in every subcontract subject to compliance with HUD's regulation 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 language, upon a finding that the subcontractor is in violation of HUD's regulation in 24 CFR Part 75 and City of Wilmington's policy and guidelines. 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 regulation, 24 CFR Part 75.
- D. Noncompliance with HUD's regulation in 24 CFR Part 75 and HUD's policy and guidelines may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

For more information

Housing and Urban Development (HUD) Section 3 Regulation

<https://ecfr.federalregister.gov/current/title-24/subtitle-A/part-75#section-75>

HUD Section 3 Benchmarks (Section 3 Projects)

<https://www.federalregister.gov/documents/2020/09/29/2020-19183/section-3-benchmarks-for-creating-economic-opportunities-for-low--and-very-low-income-persons-and#h-13>

00450 NOTICE TO BIDDERS

Sealed bid proposals will be received by Cape Fear Collective and the City of Wilmington at 3916 Oleander Drive, Suite 7746, Wilmington, North Carolina 28406 until **3:00PM, Thursday September 7, 2023**, and immediately thereafter publicly opened and read for the Rehabilitation of HUD Housing (Driftwood Apartments) at 3820 Princess Place Drive, Wilmington, NC 28401. Single-prime, lump sum bids will be taken for construction as indicated in the bidding documents. Proposals received after the time and date specified will not be considered.

A Pre-Bid Conference and walk-through of the site will be conducted at **12:00PM, Thursday August 31, 2023**. This will be the only opportunity to schedule a site visit. Bid packages will be available (via email) on **Thursday August 24, 2023**, with a complete scope of work along with a confirmation of pre-bid attendance.

All bid packages and questions concerning the work write-up should be directed to “Josh” Cline McGee, AIA CMA Design, PLLC at 704-614-2956 OR cmadesign7@gmail.com. Contractors must be properly licensed under North Carolina laws governing their respective trades. Contractors debarred from contracting with the federal government are ineligible to bid. Bids totaling \$30,000 or greater must be submitted by contractors licensed by the North Carolina Licensing Board for General Contractors. This will be a lump sum bid for the total scope of work.

No bids may be withdrawn after the scheduled closing time for the receipt of bids for a period of 90 days. The owner(s) reserves the right to waive informalities and to reject any or all bids. Bids not falling within 15% of the Cape Fear Collective and City of Wilmington's cost estimate will be eliminated from consideration.

Preferred Subcontractor - Cape Fear Collective has recommended Kennedy's Heating and AC as the HVAC subcontractor for the project due to their knowledge of the buildings and the work to be done. General Contractors are not required to include Kennedy's Heating and AC but they are recommended.

Performance and Payment & Material bonds are not required for this project. Bid Bond is not required.

The laws of North Carolina and applicable regulations of various Licensing Boards will be observed in receiving bids and awarding contracts.

Bidders are highly encouraged to review existing job conditions prior to bidding.

Note - The Owner reserves the right to reject any or all proposals and to waive informalities or technicalities, as it may deem to be in its best interest. Although Base Bid is important, the Owner reserves the right to consider the number of calendar days to complete the work, past experience in the type of work, HUD experience, and proposed subcontractors as the basis for contractor selection.

The work is anticipated to start immediately upon acceptance of an agreeable cost proposal. The general contractor and his subcontractors will work directly for the Owner.

- **END OF SECTION** -

1. **SCOPE** of the work shall include all labor, materials, equipment, permits, plans, drawings, and services necessary for the proper completion of the property identified in the attached SUMMARY OF WORK.
2. **THE SUMMARY OF WORK** shall take precedence over ANY PREVIOUS SPECIFICATIONS.
3. **THE DRAWINGS** are diagrammatic only, illustrating the general intention of the owner; they do not show all the work required, exact dimensions, or construction details. A Building Floor Plan and Unit Plans for the property is provided to facilitate the contractor's development of a bid or proposal.
4. **CHANGE IN THE WORK** including substitutions of materials, change in the scope of workmanship required by these specifications, which may be proposed by the Contractor or the Owner, or found necessary or desirable as the work progresses, shall be submitted via change order with price change given and shall be approved by the Owner/Contractor, Lead Hazard Grant Coordinator and/or Senior Housing Rehabilitation Technician before any work incidental thereto is started.
5. **WORKMANSHIP** shall be done in accordance with the standards of the several trades known as a "workmanship" manner.
6. **MATERIALS** shall be new and in compliance with 2018 NC Building Codes, 2020 Electrical Code, ASHRAE 90.1 (with amendments), Rehabilitation Standards, HUD Guidelines, and the New Hanover County Zoning Ordinance.
7. **CUTTING AND PATCHING** Perform fitting or patching required to install specified Work. Patch, as required, surfaces not scheduled or designated to receive new finishes, make parts fit properly, uncover Work to provide for installation of ill-timed Work, remove and replace defective Work, remove and replace Work not conforming to requirements of Contract Documents, remove samples of installed Work as specified for testing, and provide routine penetrations in non-structural surfaces for mechanical and electrical installations. Provide adequate temporary support as necessary to assure the structural integrity of the affected portion of the Work. Report unsatisfactory or questionable conditions to the Architect immediately. Do not proceed with the Work until the Architect has provided further instructions.

Repairs shall be made to all surfaces damaged by the Contractor resulting from his work under this contract at no additional cost to the owner.
8. **INSPECTION OF THE WORK** during normal working hours by authorized inspectors shall be permitted by the Contractor, and the work shall be subject to the inspector's approval and acceptance of the homeowner.
9. **SUBCONTRACTORS** The Contractor is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or of any employee of either. The Contractor agrees that no contractual relationship exists between the subcontractor and the Owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the Contractor.

The subcontractor shall be bound by the terms and conditions of this contract insofar as it applies to their work; but this shall not relieve from the General Contractor, if such a one is awarded the contract, from the full responsibility to the Owner for the proper completion of all work to be executed under this agreement, and he shall not be released from this responsibility by any sub contractual agreement he may make with others.

10. **BIDS OR PROPOSALS** will be submitted at the bidder's risk and the City reserves the right to reject any and all bids or proposals.

11. **CODES AND PERMITS** The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, they shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, they shall bear all cost arising there from.

All work under this contract shall conform to the 2018 NC Building Codes, 2020 Electrical Code, ASHRAE 90.1 (with amendments), Rehabilitation Standards, HUD Guidelines, and the New Hanover County Zoning Ordinance.

12. **CLEANING AND FINAL CLEANUP** shall be the responsibility of the **Contractor**.

Execute cleaning during progress of the Work, and at completion of the Work. Provide on-site containers for the collection of waste materials, debris and rubbish. Remove waste materials, debris, and rubbish from the site periodically and dispose of at legal disposal areas away from the site. Prior to final completion, Contractor shall conduct an inspection of exterior surfaces, and all work areas, to verify that the entire Work is clean. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, protective wrapping or coverings and other foreign materials from sight-exposed exterior surfaces.

13. **APPLICATIONS FOR PAYMENT** The contractor is required to register in the System for Award Management (SAM) website www.sam.gov The contractor may be subject to Davis-Bacon Act Regulations (29 CFR 55), and federal labor standards provisions.

Attach the SOW/Schedule of Values worksheet (Appendix A) and fill in the dollar value in the Scheduled Value column for each scheduled line item when work has been performed or products stored. Round off values to nearest dollar.

Submit applications for payment to the Owner and City of Wilmington in accordance with the schedule established by the Conditions of the Contract and the Agreement between the Owner and the Contractor. Each application for payment must be accompanied by a notarized statement that all subcontractors and vendors have been paid in full and there are no outstanding liens

14. **OWNER'S RIGHT TO DO THE WORK** If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after seven (7) days' written notice sent by certified mail, return receipt requested, to the contractor from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the designer. Should the cost of such action of the

owner exceed the amount due or to become due the contractor, then the contractor or his surety, or both, shall be liable for and shall pay to the owner the amount of said excess.

15. **CONTRACT CLOSEOUT** When Contractor considers the Work is complete, he shall submit written certification that:

1. Contract Documents have been reviewed.
2. Work has been completed in accordance with Contract Documents and ready for final inspection.
3. Roofing installation has been tested to insure that there are no leaks or potential leaks present.
4. All items on any previous field reports or punch lists have been corrected.
5. All specified close-out submittals and warranties are complete.

Architect will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification. Should Architect consider that the Work is incomplete or defective:

1. Architect will promptly notify the Contractor in writing, listing the incomplete or defective work.
2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to Architect that the Work is complete.
3. Architect will then reinspect the Work.

Should Architect perform reinspection due to failure of the Work to comply with claims of status of completion made by the Contractor:

1. Owner will compensate Architect for such additional services.
2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

16. **WARRANTIES** Provide warranty submittal within 10 days after date of acceptance of the work, listing the date of acceptance as the start of the warranty period. Final payment will not be processed by the Architect until the warranty submittal is received.

The Contractor shall issue a general warranty of 1-year for all parts and labor and specific product warranties (such as roofing) that the manufacturer provides.

17. **ADJACENT PROPERTY** when adjacent property is affected or endangered by any work done under this contract, it shall be the responsibility of the Contractor to take whatever steps are necessary for the protection of the adjacent property and to notify the owner thereof of such hazards.

18. **TRADE NAMES** are used in the Specifications to establish the quality and type of material required. The exact material, brand, and grade to be used on a specific property will be described in the work write up for the particular property.

19. **WORKMEN'S SANITARY FACILITIES** - Adequate sanitary facilities for convenience of all workmen shall be provided. Temporary facilities shall be connected to a sewer. In lieu of connecting to a sewer, the

temporary facility may be a portable, enclosed, chemically treated, tank tight unit. Ref. Volume VII, N.C. State Building Code.

20. **TEMPORARY ELECTRICAL POLE** - Must be provided by contractor if electrical service is not available on work site.

21. **SAFETY** - Proper safety standards shall be maintained in accordance with the Occupational Safety and Health Standards for the Construction Industry. Also, "Safe Work Practices" will be performed as per the "HUD Lead Paint Safety Handbook" (A Field Guide for Painting, Home Maintenance, and Renovation Work).

22. **PROJECT UNIQUE REQUIREMENTS FOR CONTRACTOR**

- Retain all insurance and qualification certificates during the tenure of the project.
- Coordinate a daily construction schedule and "Occupant Protection Plan" with the occupant. (HUD 2012 Guidelines Ch. 8 II D)
- Pre-clean as necessary. (HUD 2012 Guidelines Ch. 8 II E)
- Large furniture left in work areas must be wrapped with plastic with the joints sealed.
- At all times, keep the worksite and surrounding area(s) free from accumulations of waste materials or rubbish caused by the work. Waste to be disposed of in a "contractor supplied" waste container(s).
- Upon daily completion of work, clean up all rubbish, excess material, equipment, and all substrates connected with the work, and leave work areas in a neat, sanitary, lead safe and presentable condition.
- Submit a detailed itemization of billing when invoicing.
- Perform work related duties between the hours of 8 A.M. and 5 P.M. weekdays unless otherwise coordinated with the owner/occupant and/or Senior Housing Rehabilitation Technician.

23. **PROJECT UNIQUE REQUIREMENTS FOR PROPERTY OWNER OR OCCUPANT**

- Remove, store away, clean and (reinstall if desired) all affected window coverings.
- Remove and store away pictures, lamps, knick-knacks, valuables, etc.
- Remove and store away all electronic devices in the work area to include air conditioners.
- Move all furniture in the work area.
- Provide a clean, uncluttered dwelling to work in.
- Ensure that all household members and pets stay at least (10) ten feet away from all work areas while work is being done.
- Provide access to property to complete work-related duties between 8 A.M. and 5 P.M. on weekdays.

- Provide all reasonable utilities during the construction period.
- Communicate all concerns and desired instructions for the contractor through the Architect and/or Senior Housing Rehabilitation Technician.
- Allow final clearance testing upon substantial completion of work. All household members and pets must be out of the dwelling at 8:00 AM on the day of clearance testing and remain away until the testing is complete. (Usually 2:30 PM).
- Remove volunteer trees and vegetation from the drip line of the roof and cut back shrubs and bushes at least two feet from the house.
- It is the owner's responsibility to get Item/Color selections to the contractor within two weeks from date of Pre-Construction meeting, otherwise contractor will use their best judgment or use the existing color.

24. **FINAL INSPECTION OF WORK** - Contractor shall, at the final close out of all work; provide a copy of the print-out and/or documentation of the Final Inspections issued by the New Hanover County Building Inspections Department.

- **END OF SECTION** -

1. MINIMUM INSURANCE REQUIREMENTS

The work under this contract shall not commence until the contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the owner. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the owner of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. Worker's Compensation and Employer's Liability

The contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

b. Public Liability and Property Damage

The contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury: \$500,000 per occurrence

Property Damage: \$100,000 per occurrence / \$300,000 aggregate

In lieu of limits listed above, a \$500,000 combined single limit shall satisfy both conditions.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the work performed under the contract.

c. Property Insurance (Builder's Risk/Installation Floater)

The contractor shall purchase and maintain property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the owner, the contractor, the subcontractors and sub-subcontractors in the work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If the owner is damaged by failure of the contractor to purchase or maintain such insurance, then the contractor shall bear all reasonable costs properly attributable thereto; the contractor shall effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

d. **Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the contractor.

e. **Other Insurance**

The contractor shall obtain such additional insurance as may be required by the owner or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

f. **Proof of Carriage**

The contractor shall furnish the owner with satisfactory proof of carriage of the insurance required before written approval is granted by the owner.

2. CLEANING UP AND RESTORATION OF SITE

The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

At the end of construction, the contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.

3. **WARRANTIES** Provide warranty submittal within 10 days after date of acceptance of the work, listing the date of acceptance as the start of the warranty period. Final payment will not be processed by the Architect until the warranty submittal is received.

The Contractor shall issue a general warranty of 1-year for all parts and labor and specific product warranties (such as roofing) that the manufacturer provides.

- **END OF SECTION** -

CONTINGENCY:

The Bidder agrees to include a construction contingency of \$3000 that will be applied to unforeseen conditions during construction. Such contingency shall only be utilized when approved by the Owner or his representative and unused amounts shall be credited back to the Owner at final payment.

ADD ALTERNATES:

Prices quoted and accepted shall apply throughout the life of the Contract. The Bidder is asked to provide the following unit prices to be used to adjust the Contract up or down if the scope of the Work changes.

Add Alternate No. 1: \$_____ (Substitute solid surface countertops for plastic laminate)

Add Alternate No. 2: \$_____ (Substitute new base cabinet with solid cooktop for new oven/range.)

UNIT PRICES:

Unit prices quoted and accepted shall apply throughout the life of the Contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of the changes in the scope of the Work all in accordance with the Contract Document. The Bidder is asked to provide the following unit prices to be used to adjust the Contract up or down if the scope of the Work changes.

Unit Price No. 1: \$_____ Per Square Foot

Description: Removal of existing damaged roof sheathing and replacement with new to match existing and as necessary to provide proper substrate for new roofing. Unit of Measurement - Square foot.

Unit Price No. 2: \$_____ Each

Description: Removal of existing shower and furnish/install new ADA shower in compliance with product specifications. Unit of Measurement - Each.

- **END OF SECTION** -

02000 SUMMARY OF WORK

This is a 15-unit multi-family development built in 2003. There are no additions or renovations scheduled, only repair/rehabilitation of the units to ensure compliance with HUD standards and HUD accessibility standards. The purpose of the repair/rehabilitation is to insure that the project can remain in use for HUD housing and be utilized for Permanent Support Housing.

The existing units appear to comply with HUD accessibility standards and requirements from 2002. We have complete drawings of the original design from 2002 available to the selected general contractor.

The project was permitted under NC Building Code 2002 edition. After some code analysis, we feel comfortable we can utilize the 2018 NC Existing Building Code as the basis for this project. Furthermore, the work falls under Chapter 6 Repairs. Section 607 Electrical, Section 608 Mechanical, and Section 609 Plumbing are also applicable sections to be concerned with.

Unit Apartment Nos. and Type of Unit are as follows –

UNIT	TYPE
1	Community unit with handicap accessible restroom
2	2 BR-ADA Type A (handicap fully accessible)
3	1 BR-ADA Type A (handicap fully accessible)
4	1 BR-ADA Type B (handicap adaptable)
5	1 BR-ADA Type B (handicap adaptable)
6	1 BR-ADA Type B (handicap adaptable)
7	1 BR-ADA Type B (handicap adaptable)
8	1 BR-ADA Type B (handicap adaptable)
9	1 BR-ADA Type B (handicap adaptable)
10	1 BR-ADA Type B (handicap adaptable)
11	1 BR-ADA Type B (handicap adaptable)
12	1 BR-ADA Type B (handicap adaptable)
13	1 BR-ADA Type B (handicap adaptable)
14	1 BR-ADA Type B (handicap adaptable)
15	1 BR-ADA Type A (handicap fully accessible)

Exterior (all buildings) -

Provide Onsite Dumpster for construction material including recycling for cardboard and shingles for duration of project.

Provide Onsite Port O John, weekly maintenance (including hand sanitizer) for duration of project.

Paint entry columns at all units. Repair and/or replace damaged columns (6 locations)

Re-paint parking lot lines.

Remove and Replace roof shingles (all buildings) with product specified and install new waterproof membrane over existing roof sheathing. Replace roof sheathing as required.

Install new exterior ceiling mounted light fixtures (all units).

Interior (all buildings, all units) -

Purchase and install all new appliances (dishwasher, stove, refrigerator (including all appliance cords and hoses) with products specified. Remove existing units to parking lot, owner to handle disposal.

Remove all existing carpeting as applicable and install new LVP over existing floor (approximately 680 SF/unit, contractor to verify). Supply and install new shoe molding.

Replace all countertops (kitchens and bathrooms) with new plastic laminate. (Note – solid surface countertops is add alternate). Replace all kitchen cabinet hardware. Refinish kitchen cabinets sand and paint 2 coats). Foam and caulk all pipes in cabinets.

Caulk and repaint all interior walls, doors, and trim.

Purchase and install 30in. Energy Star Range Hood with Stove Top Fire Stop.

New ADA plumbing fixtures will be required in ADA units, including roll-in or transfer-type shower. New vanity and toilet fixtures in all units to be provided.

Plumbing - Replace all water heaters with HUD approved energy efficient water heaters. Timers may be added for improved energy savings. Replace all bath and kitchen faucets. New ADA plumbing fixtures will be required in ADA units, including roll-in or transfer-type shower. New vanity and toilet fixtures in all units to be provided.

Mechanical - Replace existing split system heat pumps with new 14 SEER units (indoor air handlers and exterior heat pumps) with programmable thermostat. New HVAC systems shall be installed to current code. All existing ductwork to be replaced with new ductwork. Replace range hoods with new energy star models. Replace Smoke/CO detectors.

Electrical - Replace all exterior entry fixtures with new energy star LED fixtures. We also recommend all interior light fixtures be replaced with new energy star LED fixtures. If the budget does not allow for fixture replacement, then as a minimum, we recommend all interior light fixtures be re-lamped with

equivalent light output LED bulbs. Replace existing smoke detectors, ensuring that all detectors are interconnected with apartments.

Electrical note - All electrical panels are installed at ADA height above floor. The existing electrical system met code at time of construction. The only significant code change since then has been the added requirement of arc-fault protection on most circuits (not just bedrooms). If the budget allows, circuit breakers should be changed out for arcfault breakers in accordance with NEC 210.12A. This would include all single-pole 15 and 20 amp breakers serving outlets or devices in all areas except bathrooms. Bedrooms already have arc fault breakers. This is only a suggestion as we know of no requirement to bring the electrical system up to current code.

- **END OF SECTION** -

The following products are to be furnished and installed where identified in the **SUMMARY OF WORK, ALTERNATES**, and/or where noted on the Building and Unit Floor Plans. (see attached cut sheets)

Roofing Shingles – Certaineed Landmark Series, 240 lb/square, 30-year warranty, color by Owner.

Luxury Vinyl Plank (LVP) flooring – STAINMASTER Barnes Oak 12-mil x 7 3/32 x 47 Waterproof Interlocking LVP Flooring, Model #LSM02-920

Dishwasher – GE Dry Boost 24-inch Built-In Dishwasher (white) Energy Star, Model #GDT535PGRWW

Stove – Hotpoint 30-inch 4-elements Freestanding (white) Energy Star, Model #RBS330DRWW

Range Hood with Stovetop fire stop – Winflow Energy Star 30-inch ductless stainless steel undercabinet, Model # 1809/LP14 (75) with Fire Low Pro Suppressor (2-pack), Part #W6911A

Refrigerator – LG 20.2 cu ft Top-freezer (white) Energy Star, Model #LTCS20020W

Induction Cooktop (Alternate) – VEVOR 30.3 x 20.5 x 24-in 9200W 240V 30-in 5 elements black induction cooktop with downdraft exhaust. Model #QRSDC5309200W1Xjtv4

34" Base cabinet (Alternate) – To be included with Induction Cooktop. 30w x 34h x 23.75d natural unfinished oak door and drawer base. (Note – must be maximum 34" high to meet HUD and ADA requirements)

Plastic Laminate (PLAM) countertops – VT Dimensions Formica 120in x 25.25in x 3.75in Carrara Bianco 6695-43 straight laminate countertop with integrated backsplash, Model #011349011096696-42

Solid surface countertops (alternate) – Allen + Roth (A+R) solid surface Celestial Solid Surface (white) kitchen countertop, Model #310159-C

ADA vanity bowl – contractor's selection to match existing

ADA toilet – American Standard Mainstream white elongated chair height 2-piece Water Sense Toilet, Model #734AA101.020

ADA shower – Sterling Accord 60 x 31 1/4 x 55 inch Tub & Shower Wall (white), Part #71144123-0

HVAC - 1.5 Ton, 14 SEER Heat Pump, Air Handler Model- BCW1C1805N4X-1, Condenser Model- 4HPL15-51A, 2022 AHRI match up is 14SEER even though this is a 15SEER condenser. Replacement of entire duct system to include supply registers and flex duct to connect registers to saddle collars on plenum have been quoted. Estimate rigid duct to be 15-20'

Bath/kitchen faucets - Chateau single handle centerset bathroom sink faucet – MOEN 6421. Chateau single handle kitchen faucet MOEN 67430.

HWH (hot water heater) - Bradford White 38 gallon lowboy 4.5KW 2-element residential electric water heater, Part #RE240L6-INCWW

Exterior entry lighting fixtures – contractor's selection. LED fixture, antique brass finish (outdoor use).

Smoke/CO detectors – contractor's selection.

Window blinds – provided by owner, installed by contractor.

Certainteed Landmark Shingle



▲ **Certainteed Landmark Shingle:** These Certainteed Landmark Shingles were installed in Maryland by Home Restorations.

The Certainteed Landmark Shingle was the first two-piece, random-tab laminated shingle ever produced. It may well be the most versatile shingle anyone's ever made. Landmarks come in a fabulous color line and are available in 30, 40, and lifetime warranties. We recommend the Landmark in areas where shingle "blowoffs" are a problem. [[download brochure](#)]

Certainteed Landmark Warranty:

- 30-year, 40-year, and lifetime limited transferable warranty
- 5-year SureStart™ warranty (100% replacement and labor costs due to manufacturing defects)
- 10-year StreakFighter™ warranty against streaking and discoloration caused by airborne algae
- 5-year, 70 mph wind-resistance warranty

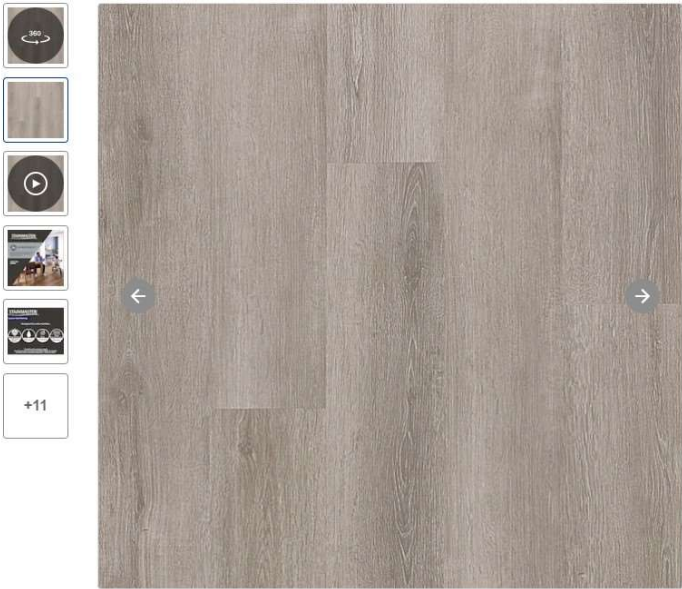
Technical:

- Two-piece laminated fiber glass-based construction
- 245 lbs. per square
- UL Class A fire resistance
- UL certified to meet ASTM D3462
- UL certified to meet ASTM 3018 Type I
- Miami-Dade Product Control Acceptance
- Conforms to CSA standard A123.5

STAINMASTER Barnes Oak 12-mil x 7-3/32-in W x 47-in L Waterproof Interlocking Luxury Vinyl Plank Flooring (17.33-sq ft/ Carton)

Item #5139794 Model #LSM02-920

Shop STAINMASTER  24 



EXCLUSIVE

\$3.49 / Sq.Ft 

Purchase Price: \$60.48 (Covers 17.33 Sq.Ft.)
 [Calculate your required quantity.](#)

\$57.46 when you choose 5% savings on eligible purchases every day.
 [Learn how](#)

- STAINMASTER 100% waterproof luxury vinyl plank flooring is wear-resistant and easy to install, perfect for kitchens, bathrooms, entryways and more
- This American White Oak-look decor features alternating grain patterns and on trend warm grey tones that bring a contemporary vibe to your space and...
- Lowe's Project Source floor mouldings for STAINMASTER Barnes Oak are Vinyl Multi-Transition, 5251617 - Qtr Rnd, 5251590 - Vinyl Stairnose, 5251643 - ...

 **Want to See How it Looks?**
Order a sample for \$2.99 [Order A Sample](#)

Pickup
Ready within 3 hrs

Delivery
As soon as **Today**

-  FREE Pickup at [Southport Lowe's](#)
-  91 in Stock **Aisle 39 | Bay 4**


GE Dry Boost Top Control 24-in Built-In Dishwasher (White) ENERGY STAR, 55-dBA

Item #4766630 Model #GDT535PGRWW

Shop GE  639 



\$439.00 ~~\$599.00~~
Save \$160.00
Ends Aug 23

 **Buy More, Save More**
Save up to **\$800** on [eligible items](#).
Hurry! Only 3 days left.

\$37/mo suggested payments with 12 month special financing. Ltd time.
 [Learn how](#)

 **12 monthly installments of \$39.42 with Lowe's Pay** [Learn How](#)

- **Reliable Performance** - this American made dishwasher is durable, long-lasting and dependable; its consistent performance will give you totally clean and dry...
- **Dry Boost™** - featuring Dry Boost, this dishwasher is the best drying dishwasher in its class and gets dishes 7x drier
- **Steam and Sani** - save time with a Steam option that loosens tough soils before the wash cycle begins, so you get a complete clean with no pre-rinsing or soaki...

Manufacturer Color/Finish: White



Handle Type
Bar handle 

Hotpoint 30-in 4 Elements 5-cu ft Freestanding Electric Range (White)

Item #4869734 Model #RBS330DRWW

Shop Hotpoint ★★★★☆ 912



EXCLUSIVE

\$499.00

~~\$649.00~~
Save \$150.00
Ends Aug 23

Buy More, Save More
Save up to **\$800** on [eligible items](#).
Hurry! Only 3 days left.

\$42/mo suggested payments with 12 month special financing. Ltd time.
[Learn how](#)

Lowe's Pay 12 monthly installments of \$44.81 with Lowe's Pay [Learn How](#)

Shop the Collection

- 5.0 cu. ft. oven capacity - this oven is big enough to handle the largest feast, letting you cook more family favorites at one time
- Standard clean oven - the oven's easy-clean smooth surface and rounded corners mean you spend less time scrubbing and more time getting on with life
- Sensi-temp technology - enjoy the same cooking power as a traditional coil with an added safety feature that meets the new UL858 Household Electric Ranges...

Manufacturer Color/Finish: White



Winflo 30-in Ductless Stainless Steel Undercabinet Range Hood with Charcoal Filter

Item #1655313 Model #1809/LP14(75)

Shop Winflo ★★★★☆ 99



EXCLUSIVE

\$129.00

\$122.55 when you choose 5% savings on eligible purchases every day.
[Learn how](#)

Lowe's Pay 3 monthly installments of \$43.00 with Lowe's Pay [Learn How](#)

- Installs as non-ducted only with charcoal filter included
- Replaceable mesh charcoal filter removes smoke and grease
- Accommodates up to 50-watt cooktop lighting (bulb not included)

What We Offer

☒ Installation ☒ Haul Away ☒ Protection



StoveTop FireStop Fire Low Pro Suppressor, 2 Pk

Part #W6911A | Item #9558754 | Manufacturer Part #691-1A



\$129.00 per PACK

TYPE:
W6911A

Packaging Info:
Quantity Per Each: 1, Inner pack: 1

How to get it:



 **Pick Up Not Available**
0 in Wilmington, NC - Dawson St ▾

Quantity

Add to Cart

Add **\$45.00** more to cart to get **FREE Shipping**
[Learn More](#)

 **FREE Shipping Available**
Available for immediate shipment

Product Details

- 24/7 protection from cooking fires
- Low profile look
- Easy magnetic installation
- 6 year effective life
- Possible property insurance savings
- Activated by sustained flame

 **ADA Compliant**

Documents

[Safety Data Sheet](#)

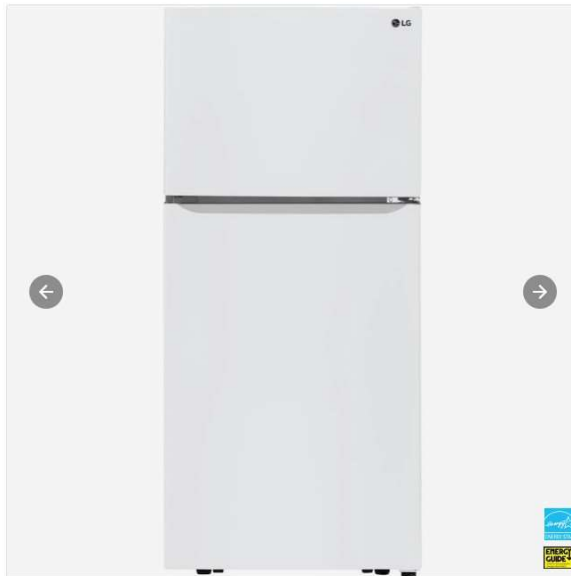
LG 20.2-cu ft Top-Freezer Refrigerator (White) ENERGY STAR

Item #2539967 Model #LTCS20020W

Shop LG ★★★★★ 4801 




+12



\$699.00

~~\$777.00~~
Save \$78.00
Ends Aug 23

 **Buy More, Save More**
Save up to **\$800** on [eligible items](#).
Hurry! Only 3 days left.

 **\$59/mo** suggested payments with 12 month special financing. Ltd time.
[Learn how](#)

 12 monthly installments of \$62.76 with Lowe's Pay [Learn How](#)

- Store more with 20 cu ft capacity, fits in same space of traditional 18 cu ft
- LED panels located on the side of the refrigerator provide an exceptionally bright interior and saves energy over traditional lighting
- Optional Ice Maker is available - Model # LK65C

Manufacturer Color/Finish: White



What We Offer

 **Haul Away**
\$50/ea

 **Protection**
From \$86.97

VEVOR 30.3 x 20.5 x 2.4-IN 9200W 240V 30-in 5 Elements Black Induction Cooktop Downdraft Exhaust

Item #5425123 Model #QRSDC5309200W1XJTV4

Shop VEVOR ★★★★★ ▼ ♡



\$309.89

\$294.40 when you choose 5% savings on eligible purchases every day. [Learn how](#)

Lowe's Pay 12 monthly installments of \$27.84 with Lowe's Pay [Learn How](#)

- It is equipped with 9 levels of heat settings, with a powerful 9200W output
- It can simultaneously cook on 5 burners for increased efficiency while minimizing heat loss
- 30.3 inch electric cooktop with timer function, it is suitable for voltage ranging from 110-120V, 50/60Hz

Common Cooktop Size
30 inch >

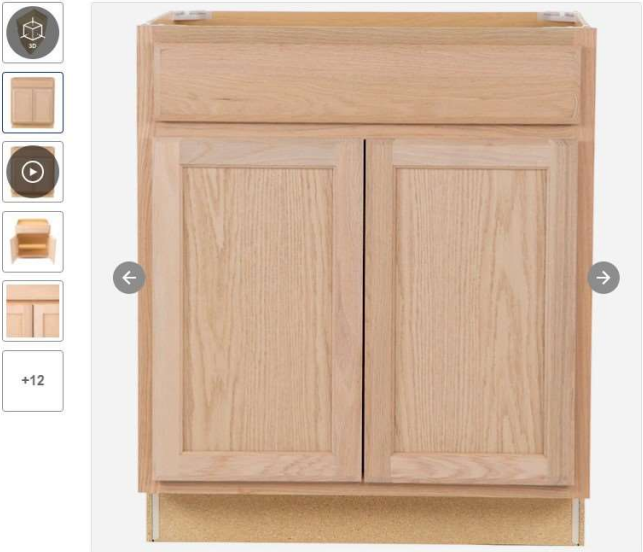
Number of Cooking Zones
5 elements >

① Verify if you need a gas or electric model. [Learn How](#) ×

Project Source 30-in W x 35-in H x 23.75-in D Natural Unfinished Oak Door and Drawer Base Fully Assembled Cabinet (Flat Panel Square Door Style)

Item #336288 Model #33A B30B

Shop Project Source ★★★★★ ▼ **941** ♡



\$169.00

\$160.55 when you choose 5% savings on eligible purchases every day. [Learn how](#)

Lowe's Pay 12 monthly installments of \$15.18 with Lowe's Pay [Learn How](#)

- Unfinished cabinet can be painted, stained or left as is to coordinate with your decor
- Transitional flat panel door complements a variety of design styles
- Solid wood face frame provides stability and complements a variety of kitchen styles

Width (Inches)
30 >

Pickup
Ready tomorrow

Delivery
As soon as Today

📍 FREE Pickup at [Southport Lowe's](#)

🟢 2 in Stock **Aisle 33 | Bay 17**

— 1 + [Add to Cart](#)

Elkay Dayton Drop-In 33-in x 22-in Stainless Steel Double Equal Bowl 4-Hole Kitchen Sink

Item #873618 Model #LWDB332264N

Shop Elkay ★★★★☆ 555



Max Flow Rate: N/A

EXCLUSIVE

\$89.00

\$84.55 when you choose 5% savings on eligible purchases every day. [Learn how](#)

[Lowe's Pay](#) 3 monthly installments of \$29.67 with Lowe's Pay [Learn How](#)

Shop the Collection

- Drop-in installation: sink is designed for drop-in installation to make the sink a focal point of your room
- Double bowls of equal size: conveniently use bowls independently for washing, soaking, rinsing, drying and other household tasks
- 300 series stainless steel: designed for everyday use

Bowl Configuration	Double equal bowl
Length (Inches)	33
Depth of Bowl 1 (Inches)	6

Pickup
Ready within 3 hrs

Delivery
As soon as Today

VT Dimensions Formica 120-in x 25.25-in x 3.75-in Carrara Bianco 6696-43 Straight Laminate Countertop with Integrated Backsplash

Item #933858 Model #011349011096696-42

Shop VT Dimensions ★★★★☆ 56



\$197.00

\$187.15 when you choose 5% savings on eligible purchases every day. [Learn how](#)

[Lowe's Pay](#) 12 monthly installments of \$17.69 with Lowe's Pay [Learn How](#)

Shop the Collection

- VT Dimensions pencil-line Ora edge creates the authentic look of stone with the full wrap design
- Carrara Bianco is a Formica laminate that captures the rich detail of the stone in soft tones of white with warm grey patterns throughout
- Actual: 120 in. length x 25.25 in. depth x 3.75 in. thickness, common: 10 ft. length x 2.104 ft. depth x 3.75 in. thickness

Pickup
Ready within 3 hrs

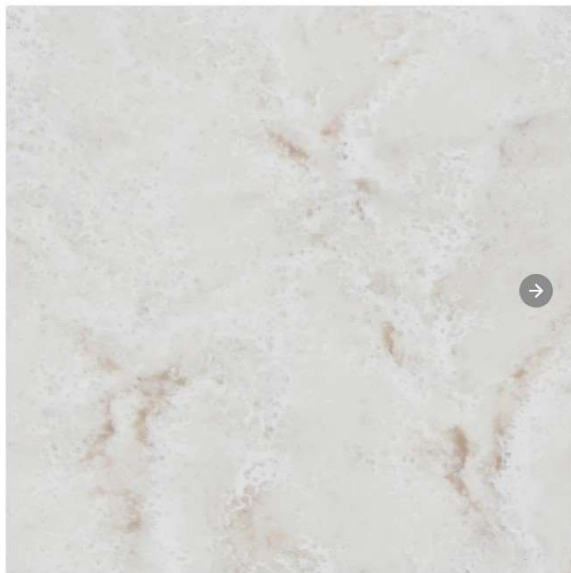
Delivery
As soon as Tomorrow

FREE Pickup at [Southport Lowe's](#)
2 in Stock Aisle 33 | Bay 14

allen + roth A+R Solid Surface Celestial Solid Surface White Kitchen Countertop SAMPLE (4-in x 4-in)

Item #4351296 Model #310159-CS

Shop allen + roth      41 



\$10.00

- Non-porous surface prevents unwelcome germs, bacteria and mildew
- 30 year transferable warranty
- Easy to maintain and clean

Pickup

Ready by **Mon, Aug 28 (Est.)**

Delivery

As soon as **Mon, Aug 28**

 **FREE Pickup** at Southport Lowe's

— 1 +

Add to Cart

Get it Installed

Information provided is for the countertop only, display accessories and cabinets are not included



Easy & Free Returns

Return your new, unused item in-store or ship it back to us free of charge. [Learn More](#)

American Standard Mainstream White Elongated Chair Height 2-piece WaterSense Toilet 12-in Rough-In 1.28-GPF

Item #3637695 Model #734AA101.020

Shop American Standard      360 



\$169.00

~~\$189.00~~

Save \$20.00
Ends Oct 26

 **\$160.55** when you choose 5% savings on eligible purchases every day. [Learn how](#)

 12 monthly installments of \$15.18 with Lowe's Pay [Learn How](#)

Shop the Collection

- **FLOWISE** — Uses less water without sacrificing performance
- **POWERWASH RIM** — Cleans the bowl with every flush
- **COLOR-MATCHED SEAT** — Made of durable solid plastic

What We Offer

 **Installation**
\$285.00/ea

Learn more about [Installation](#).

Pickup

Ready tomorrow

Delivery

As soon as **Today**

STERLING



Sterling

Accord® 60 x 31-1/4 x 55 in. Tub & Shower Wall in White

Part #5711441230 | Item #3145882 | Manufacturer Part #71144123-0

\$2,009.25 EACH

[Log In / Create Account](#)

Color/Finish: White



Packaging Info:

Quantity Per Each: 1, Inner pack: 1

How to get it:



Pick Up Not Available

0 in Wilmington, NC - Dawson St



Shipping

Call for Availability: (910) 343-0334

Product Details

- Overall Size 60 in x 30 in
- Right-hand design
- Pivot snap-together modular design
- Tile look
- Corner shelves
- Stainless steel grab bars
- Made from solid Vikrell® material for strength, durability, and lasting beauty
- Caulk-free installation
- ADA compliant



ADA Compliant

Documents

[Specification](#)

Specifications

ADA Compliant: Yes

ASTM Specifications: ASTM E-162, ASTM E-662

Application: Residential

Brand Model Compatibility: 71141114 or 71141124

CSA Certified: CSA B45.5

Collection: Accord®

Color Finish: White

Color Finish Category: Whites

Height: 55 in

IAPMO Listed: Yes

Installation Type: 3 Wall Alcove

Length: 60 in

Material: Solid Vikrell®

Number Of Pieces: 3 Piece

Product Type: Bathtub Wall

Wall Installation: Direct-to-Stud

Width: 31-1/4 in

MOEN



Moen

Chateau® Single Handle Centerset Bathroom Sink Faucet in Polished Chrome

Part #M64621 | Item #84138 | Manufacturer Part #64621

\$134.00 EACH

Color/Finish: Polished Chrome



Packaging Info:

Quantity Per Each: 1, Inner pack: 1, Case: 12, Pallet: 252

Quantity

Add to Cart

Add **\$45.00** more to cart to get **FREE Shipping**

[Learn More](#)

How to get it:



Pick Up Not Available

0 in Wilmington, NC - Dawson St



FREE Shipping Available

Available for immediate shipment

MOEN



Moen

Chateau® Single Handle Kitchen Faucet in Polished Chrome

Part #M67430 | Item #498143 | Manufacturer Part #67430

\$139.07 EACH

Color/Finish: Polished Chrome



Packaging Info:

Quantity Per Each: 1, Inner pack: 1, Case: 12, Pallet: 180

Quantity

Add to Cart

Add **\$45.00** more to cart to get **FREE Shipping**

[Learn More](#)

How to get it:



Pick Up Not Available

0 in Wilmington, NC - Dawson St



FREE Shipping Available

Available for immediate shipment



Bradford White

38 gal. Lowboy 4.5kW 2-Element Residential Electric Water Heater

Part #BRE240L61NCWW | Item #5071321 | Manufacturer Part #RE240L6-1NCWW

\$546.96 EACH

CAPACITY:

38 gal

Packaging Info:

Quantity Per Each: 1, Inner pack: 1, Pallet: 2

Out of Stock

How to get it:



Pick Up Not Available

0 in Wilmington, NC - Dawson St



Shipping

Call for Availability: (910) 343-0334

APPENDIX A

Building and Unit Floor Plans

Scope of Work/ Schedule of Values

Engineering Report (Topsail Engineering)

Vendor Packet (City of Wilmington)

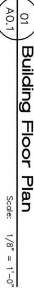
ONE HOUR RATED WALL PER UL DETAIL U341
SEE 1/PS 1.2

TWO HOUR RATED WALL PER UL DETAIL U342
SEE 1/PS 1.2

1. ALL ENTRY DOORS SHALL HAVE EGRESS HANDLE HARDWARE.
2. THRESHOLD SHALL MEET ANSI A117.8.
3. PROVIDE ACCESSIBLE PATH TO EACH BUILDING.
4. ADA PERMITTED SPACE W/100% RAMP @ EACH BUILDING.
5. ALL DOORS SHALL BE 3'-0" (2'-0" MIN) FOR A CLEAR OPENING @
6. BLOCKING SHALL BE PROVIDED IN ALL TOILETS TO ALLOW FUTURE
7. INSTALLATION OF GRAB BARS @ TOILETS AND SHOWERS.
8. RECEPTIONIST @ SWITCH PLATES SHALL BE IN ACCESSIBLE LOCATIONS
9. IN ALL ROOMS.

STANDARDS FOR DEVELOPMENT OF
SUPPORTIVE HOUSING FACILITIES – SEE
SPECIFICATIONS FOR APPENDIX D

1	ALL HALL LIGHTS TO BE 1500 LUMENS PER FIXTURE.	12	DOOR SCHEDULED FOR REMOVAL BETWEEN MAIN AND SECOND FLOORS TO BE REPLACED BY GLASS DOOR WITH GLASS PANELS.
2	EXISTING HALLWAY IS RELOCATED IN DRINKS.	13	DOOR SCHEDULED FOR REMOVAL BETWEEN MAIN AND SECOND FLOORS TO BE REPLACED BY GLASS DOOR WITH GLASS PANELS.
3	REPELERS AND SOUNDING TONES ARE REQUIRED IN #4, #5, #6, #7, #8, #9, #10, #11, #12, #13, #14, #15, #16, #17, #18, #19, #20, #21, #22, #23, #24, #25, #26, #27, #28, #29, #30, #31, #32, #33, #34, #35, #36, #37, #38, #39, #40, #41, #42, #43, #44, #45, #46, #47, #48, #49, #50, #51, #52, #53, #54, #55, #56, #57, #58, #59, #60, #61, #62, #63, #64, #65, #66, #67, #68, #69, #70, #71, #72, #73, #74, #75, #76, #77, #78, #79, #80, #81, #82, #83, #84, #85, #86, #87, #88, #89, #90, #91, #92, #93, #94, #95, #96, #97, #98, #99, #100, #101, #102, #103, #104, #105, #106, #107, #108, #109, #110, #111, #112, #113, #114, #115, #116, #117, #118, #119, #120, #121, #122, #123, #124, #125, #126, #127, #128, #129, #130, #131, #132, #133, #134, #135, #136, #137, #138, #139, #140, #141, #142, #143, #144, #145, #146, #147, #148, #149, #150, #151, #152, #153, #154, #155, #156, #157, #158, #159, #160, #161, #162, #163, #164, #165, #166, #167, #168, #169, #170, #171, #172, #173, #174, #175, #176, #177, #178, #179, #180, #181, #182, #183, #184, #185, #186, #187, #188, #189, #190, #191, #192, #193, #194, #195, #196, #197, #198, #199, #200, #201, #202, #203, #204, #205, #206, #207, #208, #209, #210, #211, #212, #213, #214, #215, #216, #217, #218, #219, #220, #221, #222, #223, #224, #225, #226, #227, #228, #229, #230, #231, #232, #233, #234, #235, #236, #237, #238, #239, #240, #241, #242, #243, #244, #245, #246, #247, #248, #249, #250, #251, #252, #253, #254, #255, #256, #257, #258, #259, #260, #261, #262, #263, #264, #265, #266, #267, #268, #269, #270, #271, #272, #273, #274, #275, #276, #277, #278, #279, #280, #281, #282, #283, #284, #285, #286, #287, #288, #289, #290, #291, #292, #293, #294, #295, #296, #297, #298, #299, #300, #301, #302, #303, #304, #305, #306, #307, #308, #309, #310, #311, #312, #313, #314, #315, #316, #317, #318, #319, #320, #321, #322, #323, #324, #325, #326, #327, #328, #329, #330, #331, #332, #333, #334, #335, #336, #337, #338, #339, #340, #341, #342, #343, #344, #345, #346, #347, #348, #349, #350, #351, #352, #353, #354, #355, #356, #357, #358, #359, #360, #361, #362, #363, #364, #365, #366, #367, #368, #369, #370, #371, #372, #373, #374, #375, #376, #377, #378, #379, #380, #381, #382, #383, #384, #385, #386, #387, #388, #389, #390, #391, #392, #393, #394, #395, #396, #397, #398, #399, #400, #401, #402, #403, #404, #405, #406, #407, #408, #409, #410, #411, #412, #413, #414, #415, #416, #417, #418, #419, #420, #421, #422, #423, #424, #425, #426, #427, #428, #429, #430, #431, #432, #433, #434, #435, #436, #437, #438, #439, #440, #441, #442, #443, #444, #445, #446, #447, #448, #449, #450, #451, #452, #453, #454, #455, #456, #457, #458, #459, #460, #461, #462, #463, #464, #465, #466, #467, #468, #469, #470, #471, #472, #473, #474, #475, #476, #477, #478, #479, #480, #481, #482, #483, #484, #485, #486, #487, #488, #489, #490, #491, #492, #493, #494, #495, #496, #497, #498, #499, #500, #501, #502, #503, #504, #505, #506, #507, #508, #509, #510, #511, #512, #513, #514, #515, #516, #517, #518, #519, #520, #521, #522, #523, #524, #525, #526, #527, #528, #529, #530, #531, #532, #533, #534, #535, #536, #537, #538, #539, #540, #541, #542, #543, #544, #545, #546, #547, #548, #549, #550, #551, #552, #553, #554, #555, #556, #557, #558, #559, #560, #561, #562, #563, #564, #565, #566, #567, #568, #569, #570, #571, #572, #573, #574, #575, #576, #577, #578, #579, #580, #581, #582, #583, #584, #585, #586, #587, #588, #589, #590, #591, #592, #593, #594, #595, #596, #597, #598, #599, #600, #601, #602, #603, #604, #605, #606, #607, #608, #609, #610, #611, #612, #613, #614, #615, #616, #617, #618, #619, #620, #621, #622, #623, #624, #625, #626, #627, #628, #629, #630, #631, #632, #633, #634, #635, #636, #637, #638, #639, #640, #641, #642, #643, #644, #645, #646, #647, #648, #649, #650, #651, #652, #653, #654, #655, #656, #657, #658, #659, #660, #661, #662, #663, #664, #665, #666, #667, #668, #669, #670, #671, #672, #673, #674, #675, #676, #677, #678, #679, #680, #681, #682, #683, #684, #685, #686, #687, #688, #689, #690, #691, #692, #693, #694, #695, #696, #697, #698, #699, #700, #701, #702, #703, #704, #705, #706, #707, #708, #709, #710, #711, #712, #713, #714, #715, #716, #717, #718, #719, #720, #721, #722, #723, #724, #725, #726, #727, #728, #729, #730, #731, #732, #733, #734, #735, #736, #737, #738, #739, #740, #741, #742, #743, #744, #745, #746, #747, #748, #749, #750, #751, #752, #753, #754, #755, #756, #757, #758, #759, #760, #761, #762, #763, #764, #765, #766, #767, #768, #769, #770, #771, #772, #773, #774, #775, #776, #777, #778, #779, #780, #781, #782, #783, #784, #785, #786, #787, #788, #789, #790, #791, #792, #793, #794, #795, #796, #797, #798, #799, #800, #801, #802, #803, #804, #8		



SCOPE OF WORK/ SCHEDULE OF VALUES

HUD DRIFTWOOD APTS

WILMINGTON, NC

			Total Units	Total Cost
Exterior				
Dumpster - Jobsite	Onsite Dumpster for construction material including recycling for cardboard and shingles for duration of project		1	
Painting	Labor: Paint columns		32	
Painting	Materials: Paint columns		32	
Parking Lot Lines Painted	Labor: Re-paint parking lot lines		16	
Parking Lot Lines Painted	Materials: Re-paint parking lot lines		16	
Port O John	Onsite Port O John, weekly maintenance (including hand sanitizer) for duration of project		16	
Roofing	Labor: Remove and Replace shingles. Landmark Arch. Shingles		16	
Roofing	Materials: Remove and Replace shingles. Landmark Arch. Shingles		16	
Siding	Labor: Replace columns		6	
Siding	Materials: Replace columns		6	
Exterior Totals				\$
Interior				
Appliances	Labor: install new appliances DW, stove, fridge (all appliances, cords and hoses supplied by owner) SRB to remove units to parking lot, owner to handle dispo		16	
Electrical Fixtures	Exterior entry fixtures		16	
Electrical Fixtures	Exterior entry fixtures		16	
Flooring	Labor: Remove carpeting as applicable and install new LVP over existing floor ,Approx. 680 SF. Supply and install new shoe molding		16	
Flooring	Material: Supply new shoe molding - 275ft.and LVP flooring (approx. 680 sq.ft.)		15	
HVAC	Labor: Replace Heat Pump with Energy Star, 14 Sear unit, Air Handler and programable Thermostat		15	
HVAC	Materials: Replace Heat Pump with Energy Star, 14 Sear unit, Air Handler and programable Thermostat		15	
Insulate Cabinet Pipes	Labor: Foam and caulk all pipes in cabinets		16	
Insulate Cabinet Pipes	Materials: Spray Foam insulation		16	
Interior Paint	Labor: Caulk and repaint interior walls, doors, and trim		16	
Interior Paint	Materials: Caulk and repaint interior walls, doors, and trim		16	
Kitchen & Bath Tops	Labor and materials, no breakdown is available: Resurface tops with Miracle Method coating		16	
Kitchen Hardware	Labor: Replace kitchen cabinet hardware		16	
Kitchen Hardware	Materials: Replace kitchen cabinet hardware		16	
Paint Cabinets	Labor: Kitchen cabinets sand and paint 2 coats		16	
Paint Cabinets	Materials: Kitchen cabinets sand and paint 2 coats		16	
Plumbing	Labor: Replace hot water heater with Energy Star Electrical Hi efficiency HWH, install timer for higher energy efficiency		16	
Plumbing	Materials: Replace hot water heater with Energy Star Bradford White 37 gallon (model # RE240LN6-1NCWW) Electrical Hi efficiency HWH, Install timer for hi		16	
Plumbing	Labor: Remove and reset kitchen sink, toilet, and vanity sink, includes new P trap, wax seals, toilet bolts.		16	
Plumbing	Materials: Remove and reset kitchen sink, toilet, and vanity sink, includes new P trap, wax seals, toilet bolts.		16	
Plumbing	Labor: Replace Bath and Kitchen faucets incl. shut off valves (Moen67430 & 64621)		16	
Plumbing	Materials: Replace Bath and Kitchen faucets incl. shut off valves (Moen67430 & 64621)		16	
Range Hood Fans	Labor: 30in. Energy Star Range Hood with Stove Top Fire Stop		16	
Range Hood Fans	Materials: 30in. Energy Star Range Hood with Stove Top Fire Stop		16	
Smoke/CO Detect.	Labor: replace smoke/CO detectors		16	
Smoke/CO Detect.	Materials: replace Smoke/CO detectors		16	
Interior Totals				\$
Other				
Subcontractor	HVAC replacement		16	\$
Permits	Permits - Admin: Plumbing, Electrical, HVAC		16	\$
Permits	Permit Fees		16	\$
General Conditions	Contractor Overhead/Profit			
Other Totals				\$
Project Total				\$
	Subtotal			



TOPSAIL
ENGINEERING, INC
PLUMBING | MECHANICAL | ELECTRICAL

August 9, 2023

Project: 16400

Re: Driftwood Apartments Wilmington, NC

We observed the existing building on July 26, 2023. Based on those observations and a review of the original construction drawings we offer the following plumbing, mechanical and electrical comments.

Plumbing:

We concur with the plan to replace all water heaters with HUD approved energy efficient water heaters. Timers may be added for improved energy savings.

We also agree with the plan to replace all bath and kitchen faucets.

New plumbing fixtures will be required in ADA units.

Mechanical:

We concur with the plan to replace existing split system heat pumps with new 14 SEER units (indoor air handlers and exterior heat pumps) with programmable thermostat. New HVAC systems shall be installed to current code.

We also agree with the plan to replace range hoods with new energy star models.

Electrical: We concur with the plan to replace all exterior entry fixtures with new energy star LED fixtures.

We also recommend all interior light fixtures be replaced with new energy star LED fixtures. If the budget does not allow for fixture replacement, then as a minimum, we recommend all interior light fixtures be re-lamped with equivalent light output LED bulbs.

We also agree with the plan to replace existing smoke detectors, ensuring that all detectors are interconnected with apartments.



TOPSAIL
ENGINEERING, INC
PLUMBING | MECHANICAL | ELECTRICAL

All electrical panels are installed at ADA height above floor.

The existing electrical system met code at time of construction. The only significant code change since then has been the added requirement of arc-fault protection on most circuits (not just bedrooms). If the budget allows, circuit breakers should be changed out for arc-fault breakers in accordance with NEC 210.12A. This would include all single-pole 15 and 20 amp breakers serving outlets or devices in all areas except bathrooms. Bedrooms already have arc fault breakers. This is only a suggestion as we know of no requirement to bring the electrical system up to current code.





PO Box 7746
Wilmington, NC 28406
info@capefearcollective.org

VENDOR PACKET

Thank you for your interest in doing business with Cape Fear Collective. To successfully set-up your business as an active Vendor we will need the following information:

- A current IRS W-9 form (REV. 10-2018)
- Complete Vendor Application
- Registered to do business in the State of North Carolina (Include a copy of the NC Secretary of State Search Results) www.sosnc.gov
- DBA's will need to be registered with the Register of Deeds in the County in which the person is or will be engaged in business. (Include an Assumed Business Name Certificate)
- Proof of Insurance by submitting a Certificate of Insurance (COI) naming Cape Fear Collective as the Certificate holder.
- ACH Authorization agreement with a voided check or official bank letter.

Attachments:

- ☐ Current W-9 (Rev. 10-2018)
- ☐ Vendor Application
- ☐ Authorization Agreement for Automatic Payment (ACH)
 - ☐ Voided Check/Official Bank Letter*
- ☐ Certificate of Insurance (COI) naming Cape Fear Collective as the Certificate Holder

If you have any questions regarding any of the above documents, please email kpacheco@capefearcollective.org or contact Kim Pacheco at (919) 880-5078.



PO Box 7746
Wilmington, NC 28406
info@capefearcollective.org

AUTHORIZATION AGREEMENT FOR AUTOMATIC PAYMENT (ACH)

(Check One)

First time request for ACH payments

Request to change ACH payment information

(Please print or type all information)

Vendor Information:

Vendor Name:

Mailing Address:

City:

State:

Zip:

Bank Account Information:

I hereby authorize Cape Fear Collective to initiate deposits to the **CHECKING** account indicated below: **(No Savings Accounts)**

Bank name:

Address:

City:

State:

Zip:



Cape Fear
Collective

EQUITY FOCUSED. DATA DRIVEN. HUMAN CENTERED.

PO Box 7746
Wilmington, NC 28406
info@capefearcollective.org

Routing/ABA Number:

Bank Account Number:

Voided Check:

*** Required*** A voided check or official bank letter
must accompany this form before any ACH transactions will be processed.
For verification purposes, no deposit slip or specification sheet will be accepted.



PO Box 7746
Wilmington, NC 28406
info@capefearcollective.org

Deposit Notification Information:

I hereby authorize the following individual to receive notification via e-mail of the payment details for all funds deposited to the above referenced account.

Name *(Printed or Typed)*:

Title:

Email address:

Phone:

Authorization:

Term: This payment method may take up to 30 business days to occur. Payments will continue in the previous method until this change takes effect. This authority will remain in full force and effect until Cape Fear Collective has received written notification of discontinuation and in such a manner as to afford Cape Fear Collective and Depository a reasonable opportunity to change the payment method.

Authorized Signature *(Printed or Typed)*:

Authorized Signer's Signature:

Title:

Phone:

Date:



Cape Fear
Collective

EQUITY FOCUSED. DATA DRIVEN. HUMAN CENTERED.

PO Box 7746
Wilmington, NC 28406
info@capefearcollective.org

NOTES:

APPENDIX B

Davis-Bacon Overview

Prevailing Wage (New Hanover County)

Project Workforce List

Section 3 Worker Self-Certification

Section 3 Plan

Davis-Bacon Labor Standards

DAVIS-BACON OVERVIEW

REQUIREMENT

States have requested more information about the requirements under the Davis-Bacon and Related Acts. Davis-Bacon is enforced by the Department of Labor. The Department of Labor has issued several resources including [Fact Sheet #66: The Davis-Bacon and Related Acts \(DBRA\) | U.S. Department of Labor \(dol.gov\)](#).

As a result of 20 USC 1232b Labor Standards (<https://www.govinfo.gov/app/details/USCODE-2019-title20/USCODE-2019-title20-chap31-subchapIII-part2-sec1232b>), which is considered a Related Act, Davis-Bacon prevailing wage requirements apply to any construction, repair, or alteration (including painting) contracts over \$2,000 using laborers and mechanics financed by Federal education funds. [Davis-Bacon and Related Acts | U.S. Department of Labor \(dol.gov\)](#).

LOCAL EDUCATIONAL AGENCY (LEA) RESPONSIBILITIES

An LEA that is using Federal education funds to support a construction project must include all applicable contract clauses found in [29 CFR 5.5](#). The LEAs must also maintain contractor certified payroll records and submit these records to the State.

STATE RESPONSIBILITIES

As the grantee, it is the State's responsibility to monitor subgrantees including LEAs for Davis-Bacon compliance. The State must collect from the LEA and monitor the contractor's certified payroll records. The State must make sure subgrantees are meeting all applicable requirements that are detailed in [34 CFR §§ 75.600-75.618](#), as well as in OMB Standard Forms 424B and D (Assurances for Non Construction and Construction Programs), including the assurances relating to labor standards; flood hazards; historic preservation; health and safety; energy conservation; and coastal barrier resources.

The U.S. Department of Labor explains that:

Under [Reorganization Plan No. 14 of 1950](#), (5 U.S.C.A. Appendix), the Federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

See [Fact Sheet #66: The Davis-Bacon and Related Acts \(DBRA\) | U.S. Department of Labor \(dol.gov\)](#)

The U.S. Department of Labor (DOL) determines and publishes Davis-Bacon wage rates for the various localities across the country. These wage determinations are available on the [sam.gov website](#), along with an [overview of how to find and select wage determinations](#). If you need additional information about the prevailing wages in your community, you should contact the DOL regional office serving your district. A list of the regional offices with contact information can be found at the following website: [Branch of Construction Wage Determinations | U.S. Department of Labor \(dol.gov\)](#).

If you or anyone have questions or suspect there has been a wage violation, please contact the U.S. Department of Labor at 1-866-4-US-WAGE (1-866-487-9243). Also, if a State suspects that there has been a wage violation, the State must contact its program officer by emailing the State mailbox [State].oese@ed.gov.

ADDITIONAL INFORMATION

Prevailing Wages Resource Book: <https://www.dol.gov/agencies/whd/government-contracts/prevailing-wage-resource-book>

Department of Labor's list of presentations:

<https://www.dol.gov/agencies/whd/government-contracts/construction/presentations>

"General Decision Number: NC20210106 01/01/2021

Superseded General Decision Number: NC20200106

State: North Carolina

Construction Type: Residential

County: New Hanover County in North Carolina.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

SUNC2016-015 02/22/2019

	Rates	Fringes
BRICKLAYER.....	\$ 18.62	0.00

CARPENTER.....	\$ 15.28	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 17.08	0.00
ELECTRICIAN, Includes Low Voltage Wiring.....	\$ 18.75	0.00
FLOOR LAYER: SOFT FLOORS.....	\$ 12.87	0.00
HVAC MECHANIC (HVAC Duct Installation Only).....	\$ 17.45	1.61
IRONWORKER, ORNAMENTAL.....	\$ 15.71	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.89	0.00
LABORER: Common or General.....	\$ 12.26	0.00
LABORER: Mason Tender - Brick...	\$ 13.32	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.49	0.00
LABORER: Pipelayer.....	\$ 11.79	0.58
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.50	1.47
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 18.50	1.56
OPERATOR: Bulldozer.....	\$ 16.83	0.00
OPERATOR: Grader/Blade.....	\$ 15.83	0.00
OPERATOR: Loader.....	\$ 15.12	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 17.45	0.00
OPERATOR: Roller.....	\$ 13.55	0.00
PAINTER (Brush and Roller).....	\$ 13.17	0.00
PAINTER: Spray.....	\$ 13.02	0.00
PLUMBER.....	\$ 18.06	0.00
ROOFER.....	\$ 14.98	0.00

SHEET METAL WORKER.....	\$ 16.75	0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.13	0.48
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 14.77	0.00

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

=====

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 www.dol.gov/whd/govcontracts.

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)).

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.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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.

=====

END OF GENERAL DECISION

"

Project Workforce List

24 CFR Part 75

When hiring new employees for the project, the goal is to outreach and hire Section 3 workers. However, any current employees hired on or after 11/30/2020 and meet the Section 3 worker requirements can be counted in the Section 3 worker labor hours for the project.

Businesses must complete the employee table below for ALL employees on the project. **For non-Section 3 employees only complete columns 1, 2, & 3 and in column 1 only complete name, city, & zip. Note: if possible, list Section 3 employees together.**

Project Name: _____

Print Business Name: _____ **Is business a Section 3 business?:** Yes No

of Employees on Project: Total Employees ____; # of Section 3 ____;

(1)	(2)	(3)	(4)
All Employees	Date Hired	Job Title / Trade / Trainee	Section 3 (Currently or met at date of hire – see & include Section 3 worker certification)
1 Name: Address: City & Zip:			<input type="checkbox"/>
2 Name: Address: City & Zip:			<input type="checkbox"/>
3 Name: Address: City & Zip:			<input type="checkbox"/>
4 Name: Address: City & Zip:			<input type="checkbox"/>
5 Name: Address: City & Zip:			<input type="checkbox"/>
6 Name: Address: City & Zip:			<input type="checkbox"/>
7 Name: Address: City & Zip:			<input type="checkbox"/>

I certify that the information provided is true and accurate on **all** Workforce pages.

Print Name: _____ Title: _____

Signature: _____ Date: _____

Project Workforce List

24 CFR Part 75

Project Name: _____ Print Business Name: _____

(1)		(2)	(3)	(4)
All Employees		Date Hired	Job Title / Trade / Trainee	Section 3 (Currently or met at date of hire – see & include Income Verification)
8	Name: Address: City & Zip:			<input type="checkbox"/>
9	Name: Address: City & Zip:			<input type="checkbox"/>
10	Name: Address: City & Zip:			<input type="checkbox"/>
11	Name: Address: City & Zip:			<input type="checkbox"/>
12	Name: Address: City & Zip:			<input type="checkbox"/>
13	Name: Address: City & Zip:			<input type="checkbox"/>
14	Name: Address: City & Zip:			
15	Name: Address: City & Zip:			
16	Name: Address: City & Zip:			
17	Name: Address: City & Zip:			<input type="checkbox"/>

Project Workforce List

24 CFR Part 75

Project Name: _____ Print Business Name: _____

(1)		(2)	(3)	(4)
All Employees		Date Hired	Job Title / Trade / Trainee	Section 3 (Currently or met at date of hire – see & include Income Verification)
18	Name:			<input type="checkbox"/>
	Address:			
	City & Zip:			
19	Name:			<input type="checkbox"/>
	Address:			
	City & Zip:			
20	Name:			<input type="checkbox"/>
	Address:			
	City & Zip:			
21	Name:			<input type="checkbox"/>
	Address:			
	City & Zip:			
22	Name:			<input type="checkbox"/>
	Address:			
	City & Zip:			
23	Name:			<input type="checkbox"/>
	Address:			
	City & Zip:			
24	Name:			
	Address:			
	City & Zip:			
25	Name:			
	Address:			
	City & Zip:			
26	Name:			
	Address:			
	City & Zip:			
27	Name:			<input type="checkbox"/>
	Address:			
	City & Zip:			

Project Workforce List

(Copy This Page as Needed) (24 CFR Part 75)

Project Name: _____ **Print Business Name:** _____

(1)		(2)	(3)	(4)
All Employees		Date Hired	Job Title / Trade / Trainee	Section 3 (Currently or met at date of hire – see & include Income Verification)
	Name:			<input type="checkbox"/>
	Address:			
	City & Zip:			
	Name:			<input type="checkbox"/>
	Address:			
	City & Zip:			
	Name:			<input type="checkbox"/>
	Address:			
	City & Zip:			
	Name:			<input type="checkbox"/>
	Address:			
	City & Zip:			
	Name:			<input type="checkbox"/>
	Address:			
	City & Zip:			
	Name:			<input type="checkbox"/>
	Address:			
	City & Zip:			
	Name:			
	Address:			
	City & Zip:			
	Name:			
	Address:			
	City & Zip:			
	Name:			<input type="checkbox"/>
	Address:			
	City & Zip:			

Section 3 Worker and Targeted Section 3 Worker Self-Certification Form

City of Wilmington Community Development & Housing

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.**

Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

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.

Instructions: Enter/select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Employee Name: _____

1. Are you a resident of public housing or a Housing Choice Voucher Holder (Section 8)? ☐ YES ☐ NO
2. Are you a resident of the [City/County of insert name] ☐ YES ☐ NO
3. In the field below, select the amount of individual income you believe you earn on an annual basis. *The grantee should confirm that their state and local laws do not prohibit this question.

- | | | |
|--|--|---|
| <input type="checkbox"/> Less than \$10,000 | <input type="checkbox"/> \$30,001 - \$40,000 | <input type="checkbox"/> More than \$60,000 |
| <input type="checkbox"/> \$10,001 - \$20,000 | <input type="checkbox"/> \$40,001 - \$50,000 | |
| <input type="checkbox"/> \$20,001 - \$30,000 | <input type="checkbox"/> \$50,001 - \$60,000 | |

Select from **ONE** of the following two options below:

I qualify as a:

- ☐ Section 3 Worker (as defined on page 4 of Section 3 Worker Certification Form)
- ☐ Targeted Section 3 Worker (as defined on pages 4-5 of Section 3 Worker Certification Form)

Employee Affirmation

I affirm that the above statements (on frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employee Address: _____

Print Name: _____ Date Hired: _____

Signature: _____ Date: _____

FOR ADMINISTRATIVE USE ONLY

Is the employee a Section 3 worker based upon their self-certification? ☐ YES ☐ NO

Is the employee a Targeted Section 3 worker based upon their self-certification? ☐ YES ☐ NO

Was this an applicant who was hired as a result of the Section 3 project? ☐ YES ☐ NO

If Yes, what is the name of the company? _____

What was the date of hire? _____

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

The City of Wilmington
Section 3 Income Limits

Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

Individual Income Limits

FY 2021 Income Limit Area	Income Limits Category	FY 2021 Income Limits
Wilmington, NC HUD Metro FMR Area	Extremely Low Income Limits (30%)	\$16,000
	Very Low Income Limits (50%)	\$26,700
	Low Income Limits (80%)	\$42,700

See <https://www.huduser.gov/portal/datasets/il.html> for most recent income limits. Income limits are updated annually and go into effect on June 1st each year.

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition (for public housing)

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - A resident of public housing; or
 - A resident of other public housing projects or Section 8-assisted housing; or
 - A YouthBuild participant.

Targeted Section 3 Worker Definition (for housing and community development)

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - Living within the service area or the neighborhood of the project, as defined in 24 CFR 75.5
 - A YouthBuild participant.

SECTION 3 PLAN
(Subrecipient / Developer and General Contractor)
(HUD Regulation, 24 CFR Part 75)

Construction Project				
Name of Project				
Address of Project				
Name of Neighborhood Where Project Resides <small>(Primary focus area for outreach attempts)</small>				
Submitted by				
Name of Subrecipient or Developer				
Business Address, City, State, & Zip				
Business Phone Number		Business Website		
Primary Contact Name				
Primary Contact Phone Number		Email		
For Federal Government Reporting Purposes – Principal Owner (51% or more) (Check ALL applicable boxes)				
<input type="checkbox"/> For-profit business	<input type="checkbox"/> Non-profit business	<input type="checkbox"/> Certified Section 3 business		
<i>If business is controlled with a board of directors, then check applicable boxes of board at 51% or more</i>				
<input type="checkbox"/> Female	<input type="checkbox"/> African American / Black	<input type="checkbox"/> Caucasian / White	<input type="checkbox"/> Hispanic	
<input type="checkbox"/> Male	<input type="checkbox"/> Asian / Pacific	<input type="checkbox"/> Hasidic Jews	<input type="checkbox"/> Native American / Eskimo	
Name of General Contractor				
Business Address, City, State, & Zip				
Business Phone Number		Business Website		
Primary Contact Name				
Primary Contact Phone Number		Email		
For Federal Government Reporting Purposes – Principal Owner (51% or more) (Check ALL applicable boxes)				
<input type="checkbox"/> For-profit business	<input type="checkbox"/> Non-profit business	<input type="checkbox"/> Certified Section 3 Business		
<i>If business is controlled with a board of directors, then check applicable boxes of board at 51% or more</i>				
<input type="checkbox"/> Female	<input type="checkbox"/> African American / Black	<input type="checkbox"/> Caucasian / White	<input type="checkbox"/> Hispanic	
<input type="checkbox"/> Male	<input type="checkbox"/> Asian / Pacific	<input type="checkbox"/> Hasidic Jews	<input type="checkbox"/> Native American / Eskimo	
Project Section 3 Contact Person				
The Developer and General Contractor's Section 3 contact person will serve as the main point of contact for all Section 3 related information and issues on behalf of the developer, general contractor, and subcontractors.				
Section 3 Coordinator Name				
Section 3 Coordinator Contact Number				
Section 3 Coordinator Email Address				
For Internal Use Only				
CDBG \$	HOME \$	Other (please specify):		
CPO#	CPA#	Other Amount \$		

General Statement

_____, and _____
(subrecipient or developer) (general contractor)

will review and are committed to comply with the Section 3 Regulation and the City of Wilmington Community Development and Housing Section 3 guidelines and all companion documents. It is our desire to work together to ensure compliance, to the greatest extent feasible, through the awarding of any contracts for work and services to Section 3 companies, and to provide employment and training to Section 3 workers and Targeted Section 3 workers. We commit to include Section 3 language in all construction contracts and subcontracts. All subcontractors interested in submitting bids for contracts will be informed of the Section 3 requirements.

Compliance and Benchmarks

The above recipients will be considered to have complied with the Section 3 requirements, if prioritization can be verified via the outreach efforts and met (or exceeded) the benchmarks. If the benchmarks are not met, then a qualitative report must be submitted regarding the outreach activities per project. Such activities are listed under "Outreach Efforts". *Please refer to the City of Wilmington Community Development and Housing Section 3 Guidelines and other companion documents, and/or Section 3 regulation for definitions and detailed information.*

Employment and Training

To demonstrate compliance with the Section 3 Program, the best efforts to provide employment and training opportunities to Section 3 workers residing in the City of Wilmington in the priority order listed below, where feasible:

1. Section 3 workers residing within the service area or the neighborhood of the project, and
2. Participants in Youthbuild programs.

Note - The Section 3 worker must also reside within the City of Wilmington and their income limit is based on the HUD Metro Wilmington, NC AMI, <https://www.huduser.gov/portal/datasets/il.html>. The income limits are updated each fiscal year. The City of Wilmington's fiscal year is July 1 through June 30, for example July 1, 2021 through June 30, 2022.

Contracting

To demonstrate compliance with the Section 3 Program, the best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers residing in the City of City of Wilmington in the following order or priority, where feasible:

1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
2. Youthbuild programs.

Note - Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census (§75.5).

Section 3 Workers Benchmark

Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and

Targeted Section 3 Workers Benchmark

Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

Outreach Efforts *(both Outreach tables must be completed)*

Indicate the efforts that will be made to notify Section 3 workers and Targeted Section 3 workers for training and employment opportunities and Section 3 business concerns for contracting opportunities generated by this HUD financial assistance project. **All efforts must be documented.** Submit copies of all publications, notices, pictures of posted notices, and any other outreach material utilized. Also, include informational lists of all Section 3 workers, Targeted Section 3 workers and Section 3 business concerns that responded to your outreach efforts.

Efforts to offer training and employment opportunities to individuals that may meet the Section 3 worker and Targeted Section worker requirements	Yes	No	Projected Timing
1. Notify the City of Wilmington Housing and Community Development office when training opportunities are available			
2. Engage in outreach efforts to generate job applicants			
3. Provide training or apprenticeship opportunities and prepare information to be distributed			
4. Clearly indicate Section 3 eligibility on all job postings with the following statement: "This job is a Section 3 eligible job opportunity. We encourage applications from individuals that are low income and/or live in Public Housing and/or receive a Section 8 voucher."			
5. Include the Section 3 worker and Targeted Section 3 worker certification form in all job postings			
6. Contact, coordinate, and advertise with unions and local community organizations, provide them with job postings for Section 3 eligible applicants and request their assistance in notifying residents of available training and employment opportunities			
7. Coordinate and advertise job opportunities via social media – LinkedIn, Facebook, Instagram, TikTok, etc.			
8. Coordinate and advertise job opportunities via flyer distributions, mass mailings and posting ad in common areas of housing developments and all public housing management offices			
9. Utilize the Section 3 Opportunity Portal to find qualified candidates, https://hudapps.hud.gov/OpportunityPortal/			
10. Establish a current list of Section 3 eligible applicants			
11. Provide technical assistance to help Section 3 workers and Targeted Section 3 workers compete for jobs (e.g., resume assistance, coaching)			
12. Provide or connect Section 3 workers and Targeted Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services			
13. Held one or more job fairs.			
14. Provide or refer Section 3 workers and Targeted Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care)			
15. Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training			
16. Assisted Section 3 workers to obtain financial literacy training and/or coaching			

Further explain the above outreach efforts and any additional outreach efforts not listed:

Place initials here to affirm the outreach efforts: (Owner/Developer) _____ (General Contractor) _____

Efforts to offer contracting opportunities to businesses that may meet the Section 3 business concern requirements	Yes	No	Projected Timing
17. Engage in outreach efforts to identify and secure bids from Section 3 business concerns			
18. Advertise contracting opportunities in local community paper and notices that provide general information about work to be contracted and where to obtain additional information			
19. Provide written notice of contracting opportunities to all known Section 3 business concerns with sufficient time to enable business concerns the opportunity to respond to bid invitations			
20. Utilize the Section 3 business registry to find potential Section 3 business concerns, http://hud.gov/Sec3Biz			
21. Coordinate with all business assistance agencies and contractor associations to inform them of contracting opportunities and request their assistance in identifying Section 3 business concerns including local community development organizations, business development agencies, and minority contracting associations			
22. Add Section 3 language to all RFPs, procurement documents, bid offerings and contracts			
23. Notify the COW Housing & Com Dev office upcoming pre-bid meetings			
24. Coordinate mandatory pre-bid meetings to inform Section 3 business concerns of upcoming contracting opportunities			
25. Divide contracts into smaller jobs to facilitate participation by Section 3 business concerns			
26. Contact businesses with resources to support business development to assist in obtaining contract opportunities			
27. Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns			

Further explain the above outreach efforts and any additional outreach efforts not listed:

Place initials here to affirm the outreach efforts: (Owner/Developer) _____ (General Contractor) _____

All Subrecipients & Contract Awardees - Required Information and HUD Section 3 Language

All subrecipients and contract awardees are required to meet at least the minimum HUD Section 3 benchmark goals. As a subrecipient and contract awardee, Section 3 is a requirement regardless of the Section 3 language included in agreements, program regulatory agreements, or contracts (§75.27). All parties are encouraged to review the Section 3 information <https://www.ecfr.gov/current/title-24/subtitle-A/part-75>

Section 3 Language – 24 CFR Part 75

All HUD Section 3 covered contracts shall include the following language:

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.

B. The Parties to this contract agree to comply with HUD's regulation in 24 CFR Part 75 and City of Wilmington Community Development and Housing guidelines, 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 impediments that would prevent them from complying with the Part 75 regulation.

C. The contractor agrees to include this Section 3 language in every subcontract subject to compliance with HUD's regulation 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 language, upon a finding that the subcontractor is in violation of HUD's regulation in 24 CFR Part 75 and City of Wilmington Community Development and Housing guidelines. 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 regulation, 24 CFR Part 75.

D. Noncompliance with HUD's regulation in 24 CFR Part 75 and HUD's policy and guidelines may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

If we do not feel it is feasible to meet the minimum goals set forth above, we will be prepared to demonstrate why it was not possible. We understand failure to follow our Section 3 Plan outreach efforts could result in the City of Wilmington Community Development and Housing office finding us non-compliant with the Section 3 regulation.

I/We, being a duly authorized representative of the applicant, do hereby attest that the statements, documents, and responses provided in and with this Section 3 Plan are true and correct to the best of my knowledge. I understand that I am making this statement subject to the penalties of perjury. I/We further understand that City of Wilmington Community Development and Housing office reserves the right to request additional information in order to clarify and verify any information related to the Section 3 process.

Name of Applicant (Business): _____

Print Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Authorized Representative's Title: _____ Date of Signature: _____



DAVIS-BACON AND LABOR STANDARDS CONTRACTOR GUIDE ADDENDUM

Table of Contents

INTRODUCTION	3
BASIC DBA DEFINITIONS	3
LAWS AND REGULATIONS	4
CONTRACTOR RESPONSIBILITIES	7
CONTRACT ADMINISTRATOR RESPONSIBILITIES	7
WAGE BASICS	8
REVIEWING PAYROLLS	9
REPORTING PAYROLLS	11
ADDITIONAL WORK CLASSIFICATION AND WAGE RATES	14
SANCTIONS AND RESTITUTION	17



INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide that is simple and non-bureaucratic yet comprehensive, and will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Davis Bacon and Labor Standards worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor that has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts that they either fund or assist in funding.

This Guide contains six main chapters. The first chapter includes the laws and regulations associated with Federal labor standards administration and enforcement. The second chapter lists the responsibilities of contractors and of state, tribal, and local contracting agencies that administer HUD programs. The third chapter lists wage basics, including wage decisions, wage classifications, and wage rates, to provide background for the rest of the Guide. The fourth chapter discusses reviewing and reporting payrolls. The fifth chapter delves into additional work classifications and wage rates. The sixth and final chapter discusses sanctions and restitution. For further background, the DBLS Agency Guide may be used as a reference.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Standards Field staff for your area.

RESOURCE

Visit the Office of Davis Bacon and Labor Standards online:
www.hud.gov/program_offices/davis_bacon_and_labor_standards

BASIC DBA DEFINITIONS

See Section 3 in the Agency Guide.



LAWS AND REGULATIONS

The Davis-Bacon Act (DBA)

The Davis-Bacon Act (DBA) requires the payment of prevailing wage rates (determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if DB applies to a HUD project is it because of a labor provision contained in one of HUD's "Related Acts" (see 5.9 in the Agency Guide). The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (OT) hours (over 40 in any workweek) worked on a covered project. The CWHSSA applies to both direct federal contracts and to federally-assisted contracts where those contracts require or involve the employment of laborers and mechanics and where federal wage standards (e.g., Davis-Bacon or HUD-determined prevailing wage rates) are applicable. CWHSSA provisions apply to all laborers and mechanics, including watchmen and guards, employed by any contractor or subcontractor. CWHSSA also applies to maintenance laborers and mechanics employed by contractors or subcontractors engaged in the operation of Public Housing Agencies (PHA), Tribally Designated Housing Entities (TDHE), and Indian Housing Agencies (IHA) developments.

Exemptions:

CWHSSA O/T provisions do not apply where the federal assistance is only in the nature of a loan guarantee or insurance.

CWHSSA O/T provisions do not apply to prime contracts of \$100,000 or less.

The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback, (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer to submit weekly certified payroll reports, and regulates permissible payroll deductions.

The Fair Labor Standards Act (FLSA)

The FLSA governs matters such as federal minimum wage rates and O/T. These standards are generally applicable to any labor performed and may be pre-empted by other (often more stringent) federal standards such as the DBRA prevailing wage requirements and CWHSSA O/T provisions. The authority to administer and enforce FLSA provisions resides solely with DOL.

Davis-Bacon Regulations

DOL has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in Title 29 CFR Parts 1, 3, 5, 6, and 7. Part 1 explains how DOL establishes and publishes DBA wage determinations (also referred to as wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly CPRs. Part 5 covers the labor standards provisions that are in contracts relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Finally, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available online: www.ecfr.gov/current/title-29

Construction Contract Provisions and Labor Standards Administration

Labor standards administration involves the activities that take place primarily before construction begins. Administration sets the stage for the compliance activities that occur during the construction phase. The first and sometimes most difficult step is determining whether and to what extent Davis-Bacon wage standards apply to a particular contract or project. The Factors of Labor Standards Applicability (see Appendix II-6) should be helpful. Most HUD-assisted construction work is covered by Davis-Bacon, but there are some exceptions. The best and safest approach is to first assume that Davis-Bacon requirements will be applicable whenever the contract/project involves construction work valued in excess of \$2,000, then look more closely to see if there is any reason for non-coverage. Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally wound into the contract specifications.

The labor standards clauses

The contract for construction is the vehicle to ensure contractor compliance and Davis-Bacon wage enforcement. Therefore, the bid specifications and/or the contract for each project subject to Davis-Bacon wage rates must contain both a Davis-Bacon wage decision and labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the Davis-Bacon wage and reporting

requirements and with the O/T provisions of the CWHSSA (applicable only when the prime contract is valued at over \$100,000). The labor standards clauses also provide for remedies in the event of violations, including the withholding of payments due to the contractor to ensure the payment of wages or liquidated damages that may be found due, and sanctions should violations occur. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-92554M, Supplementary Conditions Of The Contract for Construction, which is issued primarily for FHA (Federal Housing Administration) multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG (Community Development and Block Grant) and HOME (HOME Investment Partnerships Program) projects; and the HUD-5370, General Conditions for Construction Contracts (construction contracts >\$150,000) or the HUD-5370-EZ, General Contract Conditions for Small Construction/Development Contracts (construction contracts >\$2,000 but ≤\$150,000) which are used for Public and Indian Housing projects. These should be wound into the contract specifications or incorporated by specific reference in the bid/contract documents (see Labor Relations Letter 96-03).



Davis-Bacon Wage Decisions

The term “wage decision” includes the original decision and any subsequent decisions that modify, supersede, correct, or otherwise change the provisions of the original decision. The term “wage decision” is used within this Guide to mean the Davis-Bacon wage decision. The terms “wage decision” and “wage determination” are used interchangeably. A wage decision is a schedule of construction work classifications, wage rates, and fringe benefits that represent the minimum rates that must be paid to workers employed in those classifications. Wage decisions are established for defined geographic areas, usually by county or group of counties, and four general characters of construction work.

RESOURCE

The Department of Housing and Urban Development (HUD) one stop forms resource page.

www.hud.gov/program_offices/administration/hudclips/forms

RESOURCE

All current Davis Bacon wage decisions can be accessed online at no cost at www.sam.gov





CONTRACTOR RESPONSIBILITIES

The principal contractor is responsible for the full compliance of all employers (the contractor, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and their subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator Responsibilities, below.)

CONTRACT ADMINISTRATOR RESPONSIBILITIES

The contract administrator is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. This term is used to represent the person (or persons) who will provide labor standards advice and support to contractors and other project principals (e.g., owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 6.1, The Wage Decision) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see Section 12, Payroll Compliance Reviews and Corrections, in the Agency Guide) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Standards field staff. But many HUD-assisted projects are administered by local contracting agencies such as PHAs, TDHEs, and States, cities and counties under HUD's CDBG and HOME programs.

In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for contractors remains essentially the same.

DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

RESOURCE

Program technical guidance

For interpretations of program requirements or handbooks and instructions on the use of forms:

Housing Programs - See our [Contact List](#) for help.



WAGE BASICS

The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for skilled workers, operators, truck drivers, and laborers—for example: carpenters, electricians, plumbers, roofers, rollers, screeds, bulldozers, water wagons, dump trucks, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 5.12 in the Agency Guide.

The work classifications and wage rates

A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications.

You'll want to make sure that the work classifications you need are contained in the wage decision, and make certain that you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (e.g., residential and commercial work) and can be lengthy and difficult to read. The contract administrator (HUD Labor Standards field staff or local agency staff) is available to assist with any trouble reading the wage decision or finding the applicable work classification(s).

To make reading lengthy wage decisions easier, a contract administrator may prepare a Project Wage Sheet (HUD-4720). This sheet is a one-page transcript that will show only the classifications and wage rates for a project. A blank copy of a Project Wage Rate Sheet is provided in the Appendix.

RESOURCE

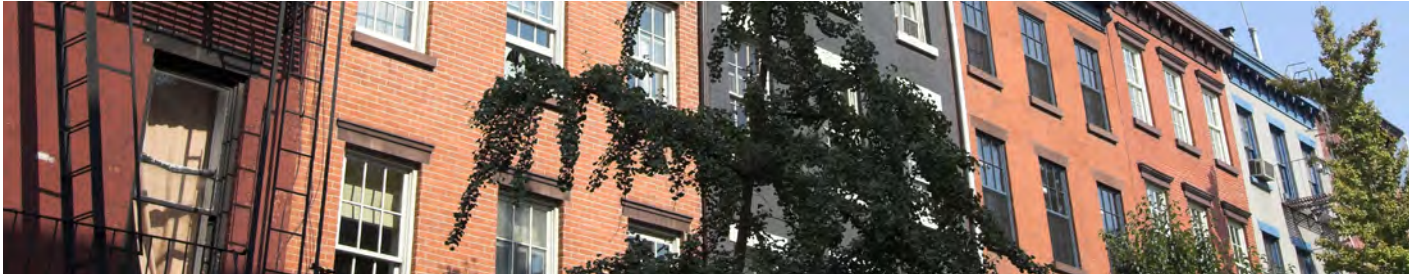
A fillable version of this form is available online at HUDClips www.hud.gov/program_offices/administration/hudclips/forms. Contact the contract administrator monitoring the project for assistance with a Project Wage Rate.

Posting the wage decision, Davis-Bacon poster, and Additional Classifications wages

The prime contractor is responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet), a copy of the DOL Davis-Bacon poster titled Employee Rights Under the Davis-Bacon Act (Form WH-1321), and Additional Classifications wages at the job site in a place that is easily accessible to all the construction workers employed on the project and where the wage decision and poster will not be destroyed by wind, rain, etc. The purpose of this posting is to provide information to the construction laborers and mechanics working on the project about their entitlement to the prevailing wage for their trade, and to advise them whom to contact (the contract administrator) if they have any questions or want to file a complaint.

RESOURCE

The Employee Rights Under the Davis Bacon Act poster replaces the Notice To All Employees. The new poster is available in English and Spanish online at: www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrmk13.



REVIEWING PAYROLLS

Certified Payroll Reports (CPRs)

To demonstrate compliance with labor standards requirements, each employer shall prepare, certify, and submit payroll reports for each week to the sponsor, applicant, or owner for any contract work that is performed. See 29 CFR § 5.5(a)(3)(ii) for information on CPRs.

CPR format

Employers on an FHA project are required to use the HUD-authorized Electronic Payroll System (EPS) to submit CPR reports. If an approved electronic payroll reporting system is not being used by the LCA, the employer must ensure that all information from DOL Payroll Form WH-347 is included and that the LSS can reasonably interpret it. Form WH-347 is available online at www.dol.gov/whd/forms/wh347.pdf.

Submission requirements

Each employer shall submit payroll reports beginning with the first week such employer performs work on the site of the work. Employers shall submit reports promptly following the close of each such pay week.

“No Work” payrolls

Employers are not required to submit reports for weeks during which no work was performed at the site of work, provided that the payroll reports are numbered sequentially or that the employer has provided written notice that its work on the project has been suspended.

Weekly payroll certification

Each weekly payroll submitted shall be accompanied by a “Statement of Compliance” that bears the original signature of the owner, executive/corporate officer, or a designee authorized by the owner or officer. The signature must be in ink; pencil is not acceptable. Signature stamps, photocopies, and facsimiles are not acceptable. The employer may utilize the reverse side of the DOL Payroll Form WH-347 as its Statement of Compliance or another document that contains the same language prescribed on the reverse of the WH-347.

False Submissions

The falsification of any of the above certifications may subject the employer to civil or criminal prosecution under § 1001 of Title 18 and § 231 of Title 31 of the United States Code (USC).

Payroll Review and Submission

The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for O/T violations. All the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments, and protect itself from financial loss should underpayments occur.

Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records—such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments—for a Davis-Bacon project for at least three years after the project is completed. The prime contractor must keep a complete set of all the payrolls for every contractor (including subcontractors) for at least three years after completion of the project.

Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or DOL.





REPORTING PAYROLLS

Completing a Payroll Report

Each employer shall maintain payroll records with respect to their own workforce employed at the site of the work. The prime contractor shall maintain such records relative to all laborers and mechanics working at the site of the work during the course of the construction work for at least three years following the completion of the work. Such records shall contain:

Project and contractor/subcontractor information

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Week dates must be indicated in the spaces provided. Numbering payrolls is optional but strongly recommended.

Employee information

The name and an individually identifying 4-digit number for each laborer and mechanic. Employers must always maintain each employee's address and full Social Security number (SSN) during the construction of the project and for no less than three years following completion. This information must be made available to the prime contractor, HUD, and/or the LCA upon request.

Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for Federal labor standards compliance monitoring. Prime contractors may require a subcontractor to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

Work classification

Each employee must be classified in accordance with the wage decision based on the type of work they perform.

Apprentices or trainees

The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

Split classifications

For an employee that worked in a split classification, make a separate entry for each classification of work performed, distributing the hours of work to each classification accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

Hours worked

The payroll should show only the regular and O/T hours worked on one particular project. The employer must show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, employers should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

Rate of pay

Employers must show the basic hourly rate of pay for each employee for one particular project. If the wage decision includes a fringe benefit and the employer does not participate in approved fringe benefit programs, the employer must add the fringe benefit rate to the basic hourly rate of pay, and must list the O/T rate if O/T hours were worked.

Piece-work

For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any O/T hours.

The effective hourly rate must be reflected on the certified payroll. This hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week to week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the O/T rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the O/T rate would be: $(\$10 \times 1.5) + \$5 = \$20/\text{hour}$.

Gross wages earned

Show the gross amount of wages earned for work performed on a particular project. Note: Employees with work hours and earnings on other projects may show gross wages for a particular project over gross earnings from all projects (e.g., \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings.

Deductions

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (e.g., Savings Account or Loan Repayment). Any voluntary deduction (i.e., not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears. The note needs to show the type, amount, and frequency of the deduction. A new deduction authorization is required when any of the aforementioned items change.

MORE INFO

Only one employee authorization is needed for recurring (e.g., weekly) "other" deductions. Written employee authorization is not required for income tax and Social Security deductions.



Net pay

Show the net amount of wages paid.

Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Employers must be sure to complete the identifying information at the top, particularly if attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, the employer must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that the employer is paying required fringe benefits to approved plans or programs; and 4(b) indicates that the employer is paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If the employer is paying a portion of the required fringe benefit to programs and the balance directly to the employee, the employer must explain those differences in box 4(c).

Signature

For paper payrolls submitted, the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer, or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. For paper payrolls, signatures in pencil, signature stamps, Xerox copies, PDFs, and other facsimiles are not acceptable.

MORE INFO

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.





ADDITIONAL WORK CLASSIFICATION AND WAGE RATES

After contract award, if it is determined that additional work classifications are required because the wage decision lacks all the necessary classifications and wage rates, the prime contractor and, if applicable, its subcontractors employing workers in such classifications shall request an additional work classification and propose a wage rate and fringe benefits for such classification on form SF-1444, Request for Authorization of Additional Classification and Rate. The contractor or subcontractor shall make its request for a final decision through the LSS or LCA, as appropriate, to DOL at whd-cbaconformance_incoming@dol.gov. The LSS/LCA shall assist the employer in preparing the request and, if necessary, provide guidance on the policies and procedures involved.

Note: Additional work classifications and wage rates may be requested only after the effective wage decision “lock-in” date. (See DOL Regulations at 29 CFR Part 5 § 5.5(a)(1)(ii).)

Additional Work Classification and Wage Rate Parameters

Signature

Additional work classifications must be signed by DBLS for FHA-insured projects managed by HUD and signed by the LCA contracting officer for projects managed by LCAs, then forwarded to DOL with the applicable wage decision where:

The requested work classification is used in the area of the project by the construction industry;

The work that will be performed by the requested work classification is not performed by a work classification that is already contained within the applicable wage decision;

The proposed wage rate for the requested work classification bears a reasonable relationship to the wage rates on the wage decision; and

The workers that will be employed in the requested work classification (if it is known who the workers are or will be) or the workers’ representatives agree with the proposed wage rate.

General guide

The wage rate and fringe benefits proposed for any classification must be in accordance with the guidance available in All Agency Memorandum 213. The proposed wage rate and fringe benefits should bear a reasonable relationship to the entirety of the rates within the relevant category. There are four basic categories: skilled crafts, laborers, truck drivers, and power equipment operators. Additional classifications proposed for power equipment operators must specify the type(s) of power equipment involved.

Making the Request

Although a request for additional work classification and wage rate may be prompted following an LSS/LCA review, the proposal must originate with the prime contractor/employer that will utilize the work classification. The prime contractor/employer must submit the request in writing. A basic request must identify the contract/project involved, the work classification requested, and the wage rate, including any bona fide fringe benefits proposed. In some cases, it may be necessary for the prime contractor/employer to describe the work that the requested work classification would perform. The prime contractor/employer should use form SF-1444, Request for Authorization of Additional Classification and Rate, to submit the request.

LSS/LCA Review of Request

The LSS/LCA will review the prime contractor/employer's request to determine if it satisfies the approval criteria at 5.12.1.9.2. The LSS/LCA will contact the prime contractor/employer if clarification or additional information is needed to complete the review.

Signing the request, reporting to DOL

If the LSS/LCA review finds that the requested work classifications and wage rate/fringe benefits meet the criteria at 5.12.1.9.2, the LSS/LCA submits the completed SF-1444, related documentation, and the applicable wage decision to the DOL National Office for final decision using DOL's dedicated email address:

whd-cbaconformance_incoming@dol.gov.

Disagreement with the request; referring for DOL decision

If the LSS/LCA review finds that the requested work classification and wage rate/fringe benefits fails to meet the approval criteria or if the parties do not agree on the proper classification or wage rate/fringe benefits for the work described, the LSS/LCA shall prepare an SF-1444 and a written report explaining the results of the review and any issues in dispute among the parties, and shall forward these along with a copy of the applicable wage decision to the DOL National Office for its decision using the same dedicated DOL email address.

DOL decision

DOL regulations permit 30 days for DOL to respond to the SF-1444. DOL will notify the LSS/LCA in writing of its decision.

DOL approval

When DOL approves the requested additional work classification and wage rate/fringe benefits, the LSS/LCA shall provide a copy of the DOL notice of approval to the prime contractor/employer with instructions that the additional work classification and wage rate/fringe benefits must be posted on the job site with the wage decision.



DOL disapproval

When DOL disapproves the requested work classification and wage rate/fringe benefits, DOL will notify the LSS/LCA in writing of the reasons why the request cannot be approved. DOL may also indicate what work classifications/wage rate/fringe benefits could be approved for the work involved if a modified request is submitted.

Notification to the prime contractor/employer

The LSS/LCA will notify the prime contractor/employer in writing of the results of the LSS/LCA review and/or DOL decision and provide a copy of the DOL notice.

Requests for DOL reconsideration

The LSS/LCA, the prime contractor/employer, or other interested parties may request reconsideration of the DOL decision on a requested additional work classification and wage rate/fringe benefits. Such requests must be made in writing accompanied by a full statement of the interested party's views and any supporting wage data or other pertinent information.





SANCTIONS AND RESTITUTION

Introduction

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, “things going wrong” usually means there’s a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before DOL, or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of the things you might expect, and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

Administrative Review on Labor Standards Disputes

The labor standards clauses in the contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

Additional classifications and wage rates

Additional classification and wage rate requests are sometimes denied by DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

Reconsideration

DOL normally identifies the reasons for denial in its response to the request. Any interested person (e.g., the contract administrator, employer, or representatives of the employees) may request reconsideration of

the decision on the additional classification request.

The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to DOL. (See DOL Regulations 29 CFR § 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through HQLS (Headquarters Office Davis-Bacon and Labor Standards).

Administrative Review Board

Any interested party may request a review of the Administrator’s decision on reconsideration by DOL’s Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR § 1.9.)

Findings of underpayment

Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due, and to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with employers to reach such agreements.

Rulings and interpretations unrelated to findings of underpayment

DOL is the authority for rulings and interpretations unrelated to findings of underpayments. This includes disputes concerning the prevailing wage rates as determined by DOL, DBRA applicability, character of work decisions, and interpretation and application of DOL regulations at 29 CFR Parts 1, 3, and 5. These and other such matters must be referred to the DOL Wage and Hour Administrator for their ruling and/or interpretation per 29 CFR § 5.13. Any request for a ruling or an interpretation from the DOL Administrator via DBLS must be submitted through HQLS with a copy to the local LSS.

Disputes concerning findings of underpayment

Underpayments usually occur when a contractor or subcontractor does not properly pay wages according to the approved wage determination and it has been identified as part of a Davis-Bacon and DBLS enforcement action. There may be other situations that also create underpayments, and they can originate from the employer, prime contractor, or any other interested party. Any underpayment decision by DBLS will include a formal decision letter with a Notice of Right to Appeal.

DOL review

DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL ALJ. (See DOL Regulations 29 CFR § 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)

Administrative Review Board

Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

Withholding

The contract administrator shall cause the withholding of payments due to the prime contractor to ensure the payment of wages that are believed to be due and unpaid (e.g., if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor). DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is serious and is not taken unless warranted. If withholding is deemed necessary, the contractor will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.



Deposits and Escrows

In some situations, certain labor standards issues are not or cannot be resolved in time to meet project closeout schedules. In order to permit a final closing/closeout to proceed while certain labor issues are outstanding, a deposit account (HUD-administered projects, e.g. multifamily housing-insured and grant programs) or an escrow account (LCA-administered projects, e.g., CDBG, HOME, HOPE VI (Housing Opportunities for People Everywhere)) may be established as a guarantee to ensure the payment of any wages that have been or may be found due to workers that were employed in the construction of the project. Deposit and escrow accounts may also hold fringe benefits payments that are due to plans or programs and/or liquidated damages that are assessed for violations of CWHSSA O/T provisions. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

MORE INFO

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 3.2, Responsibilities of the Principal Contractor, and 12.4, Restitution for Underpayment of Wages, in the Agency Guide.

Where the parties have agreed to amounts of wage restitution that are due, but the employer hasn't furnished evidence yet that all the underpaid workers have received their back wages (e.g., unfound workers)

The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in Section 11.4.1 of this Guide;

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and cannot be located. After wage restitution has been paid to all the workers who could be located, the employer must submit a list of any workers who could not be found and paid (unfound workers). See 12.4.6 in the Agency Guide for more information.

Where underpayments are suspected or alleged and an investigation has not yet been completed

The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper



documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor;

If the employer is unable to make the payments to the workers (e.g., lacks the funds necessary), the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described in Section 13.4.6 in the Agency Guide.

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained.

MORE INFO

Remember, if you have any questions or need assistance concerning labor standards requirements, help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Standards staff in your area.

Where the parties are waiting for the outcome of an administrative hearing that has been or will be requested contesting a final determination of wages due

The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

DOL debarment

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the DBRA will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to three years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership, or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or initiated by DOL. Debarment proceedings are described in DOL regulations 29 CFR § 5.12.

HUD sanctions

HUD sanctions may include Limited Denials of Participation (LDPs), debarments, and suspensions.



Limited Denial of Participation

HUD may issue to the employer an LDP, which prohibits the employer from further participation in HUD programs for a period of up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDPs are found at 24 CFR §§ 24.700-24.714.

Debarment and suspensions

In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications), or initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

Falsification of Certified Payroll Reports

Cases that involve certified payroll falsification may be referred to DOL for its investigation at the outset or referred to DOL for administrative review/hearings or other sanctions.

All referrals suggesting consideration for criminal prosecution must be submitted through the established hierarchy:



States may submit any such recommendation to DOL directly.

MORE INFO

Remember, if you have any questions or need assistance concerning labor standards requirements, help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Standards staff in your area.

