

**ADDENDUM NO. 2  
TO  
CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR  
ROCKY RIVER INTERCEPTOR REHABILITATION PROJECT  
CONTRACT NO. SRP-W-ARP-0053.3 - WSACC**

Issued: February 3<sup>rd</sup>, 2026

To: All Official Plan Holders

The following revisions, additions, and clarifications are hereby made part of the Contract Documents for the above-referenced project and shall be taken into account in the preparation of all Bids and the execution of all Work. All items in conflict with the Addenda are hereby deleted. This addendum is made part of the Contract Documents and shall be acknowledged on Page 2 of the Bid Form.

**I. CONTRACT DOCUMENTS**

- Ad-2-1. Section 00300 - Bid Form. **REPLACE** in its entirety with attached, Bid Form, revised. Deleted 5% Contingency Line Item and Added Line Item for Epoxy Manhole Lining.
- Ad-2-2. Section 00730 - Special Conditions. **ADD** in its entirety Section 00730 Special Conditions including:
- Attachment a: MBE/WBE (DBE) Compliance Statement
  - Attachment b: Davis Bacon Specifications
  - Attachment c: Wage Determination Schedule
- Ad-2-3. Section 00453 – MBE/WBE (DBE) Compliance Statement. **DELETE** in its entirety, MBE/WBE (DBE) Compliance Statement moved to Section 00730 – Special Conditions.

**II. TECHNICAL SPECIFICATIONS**

- Ad-2-4. Section 33 01 33 – Temporary Bypass Pumping. **REPLACE** in its entirety with attached, Temporary Bypass Pumping, revised. Added Section 3.6 Projected Flow Rates.

**III. PROJECT PERMITS**

- Ad-2-5. None.

**IV. QUESTIONS / RESPONSES**

Ad-2-6. Q1. How many manholes will get epoxy liner?

A1. It is the design intent for all existing manholes scheduled for either Comprehensive or Standard Manhole Rehab to receive a cementitious lining. A line item has been added to the Bid Form to cover incidental Epoxy Manhole Lining in the event that after pre-rehab structure cleaning, it is determined and agreed upon by the Owner / Engineer that an epoxy liner is warranted.

Q2. How many manholes will get just a cementitious mortar?

A2. 130 existing manholes will receive a cementitious liner, as called for in the Comprehensive and Standard Manhole Rehab descriptions.

Q3. Can Sherwin Williams Duraplate 6100 be added to the accepted epoxy lining products?

A3. Sherwin Williams Duraplate 6100 is added by addendum.

Respectfully submitted,

**HDR Engineering, Inc. of the Carolinas**



Channin H. Bennett, PE  
Project Manager

Attachments:

- Section 00300 – Bid Form, revised
- Section 00730 – Special Conditions, added
- Section 33 01 33 – Temporary Bypass Pumping, revised

## **BID FORM**

PROJECT IDENTIFICATION:

### **Rocky River Interceptor Rehabilitation Project**

THIS BID IS SUBMITTED TO:

**Water and Sewer Authority of Cabarrus County  
232 Davidson Highway  
Concord, NC 28027**

1.01. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01. Bidder accepts all of the terms and conditions of the Invitation to Bid and the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the day of bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 10 days after the date of Owner's Notice of Award.

3.01. In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

No. \_\_\_\_\_ Dated \_\_\_\_\_

- B. Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and reports and drawings of a hazardous environmental condition, if any, which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto..
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid or performance of the Work at the price(s) bid and within the

times and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to the Work indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder further represents that this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4.01. Bidder will complete the Work for the following unit prices, computed in accordance with Paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and that final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

**UNIT PRICE SCHEDULE  
ROCKY RIVER INTERCEPTOR REHABILITATION PROJECT**

<b>No.</b>	<b>Manhole Rehab Project Area</b>	<b>Description</b>	<b>Units</b>	<b>Quant.</b>	<b>Unit Price</b>	<b>Item Total</b>
1	D/S of Weddington Road to Project Limit on 014052	Comprehensive Manhole Rehab	EA	31		
2	D/S of Weddington Road to Project Limit on 014052	Standard Manhole Rehab	EA	10		
3	D/S of Weddington Road to Project Limit on 014052	Minor Manhole Rehab	EA	2		
4	D/S of 011750 to Weddington Road – on 30” or 48”	Comprehensive Manhole Rehab	EA	5		
5	D/S of 011750 to Weddington Road – on 30” or 48”	Standard Manhole Rehab	EA	10		
6	D/S of 011750 to Weddington Road – on 30” or 48”	Minor Manhole Rehab	EA	3		
7	D/S of PT Road to D/S of Derita Road at 011750	Comprehensive Manhole Rehab	EA	1		
8	D/S of PT Road to D/S of Derita Road at 011750	Standard Manhole Rehab	EA	26		
9	D/S of PT Road to D/S of Derita Road at 011750	Minor Manhole Rehab	EA	3		
10	D/S of NC-73 to Poplar Tent Road	Standard Manhole Rehab	EA	27		
11	Upper Rocky River - U/S of NC 73	Comprehensive Manhole Rehab	EA	3		
12	Upper Rocky River - U/S of NC 73	Standard Manhole Rehab	EA	17		
13	Anywhere on Project Plans	Add. Frame & Cover Replace	EA	10		
14	Anywhere on Project Plans	Add. Frame & Seal Replace	EA	10		
15	Anywhere on Project Plans	Add. Cementitious Manhole Lining	VF	100		
16	Anywhere on Project Plans	Add. Pipe Connection Grouting	EA	10		
17	Anywhere on Project Plans	Add. Manhole Wall Grouting	GAL	10		

18	Anywhere on Project Plans	Add. Manhole Bench Rehab	EA	10		
19	Anywhere on Project Plans	Add. Manhole Vent Pipe Replace	EA	10		
20	Anywhere on Project Plans	Epoxy Manhole Lining	VF	100		
Total Manhole Rehabilitation Bid						

No.	Pipe Rehab Project Area	Description	Units	Quant.	Unit Price	Item Total
21	D/S of Weddington Road to Project Limit on 014052 (USMH 014074 - DSMH 012254)	6 LF CIPP Patch (30-inch PVC)	LF	6		
22	D/S of Weddington Road to Project Limit on 014052 (USMH 014074 - DSMH 012254)	430 LF CIPP After Patch (30-inch PVC)	LF	430		
23	D/S of Weddington Road to Project Limit on 014052 (USMH 014068 - DSMH 014067)	6 LF CIPP Patch (48-inch PVC)	LF	6		
24	D/S of Weddington Road to Project Limit on 014052 (USMH 014065 - DSMH 014064)	6 LF CIPP Patch (48-inch PVC)	LF	6		
25	D/S of Weddington Road to Project Limit on 014052 (USMH 014060 - DSMH 014059)	6 LF CIPP Patch (54-inch PVC)	LF	6		
26	D/S of Weddington Road to Project Limit on 014052 (USMH 014082 - DSMH 014081)	460 LF CIPP (48-inch PVC)	LF	460		
27	D/S of 011750 to Weddington Road- on 30" or 48" (USMH 011750 - DSMH 014103)	6 LF CIPP Patch (48-inch RCP)	LF	6		
28	D/S of PT Road to D/S of Derita Road at 011750 (USMH 011765 - DSMH 011764)	265 LF of CIPP (36-inch PVC)	LF	265		

29	D/S of PT Road to D/S of Derita Road at 011750 (USMH 011768 - DSMH 011767)	497 LF of Clean & CCTV (36-inch PVC)	LF	497	_____	_____
30	D/S of PT Road to D/S of Derita Road at 011750 (USMH 011762 - DSMH 011761)	6 LF CIPP Patch (36-inch PVC)	LF	6	_____	_____
31	D/S of PT Road to D/S of Derita Road at 011750 (USMH 011781 - DSMH 011780)	140 LF of Clean & CCTV (36-inch PVC)	LF	140	_____	_____
32	D/S of PT Road to D/S of Derita Road at 011750 (USMH 011754B - DSMH 011752)	499 LF of CIPP (48-inch RCP)	LF	499	_____	_____
33	D/S of PT Road to D/S of Derita Road at 011750 (USMH 011754A - DSMH 011754B)	32 LF of CIPP (48-inch RCP)	LF	32	_____	_____
34	D/S of PT Road to D/S of Derita Road at 011750 (USMH 011761 - DSMH 011760)	272 LF of Clean & CCTV (48-inch DIP)	LF	272	_____	_____
35	D/S of PT Road to D/S of Derita Road at 011750 (USMH 011756 - DSMH 011755)	221 LF of CIPP (48-inch RCP)	LF	221	_____	_____
36	D/S of NC-73 to Poplar Tent Road (USMH 011794 - DSMH 011841)	144 LF of CIPP (36-inch PVC)	LF	144	_____	_____
Total Pipe Rehabilitation Bid					_____	_____
Total Manhole + Pipe Rehabilitation Bid					_____	_____
Total Project Bid					_____	_____

5.01. Bidder agrees that all excavation is unclassified.

5.02. Bidder agrees that the Work will be substantially completed within 200 days, and completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions within 230 days, after the commencement of Contract Times as defined in the General Conditions.

5.03. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above.

6.01. Communications concerning this Bid shall be sent to Bidder at the following address:

HDR Engineering, Inc. of the Carolinas  
555 Fayetteville Street Suite 900  
Raleigh, NC 27601  
C/O Susan Faith (phone: 919-900-1632 email: susan.faith@hdrinc.com)

7.01. The terms used in this Bid have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SIGNATURE OF BIDDER

**Contractor's License Number** \_\_\_\_\_

**License Expiration Date** \_\_\_\_\_

If an Individual

By \_\_\_\_\_  
(signature of individual)

doing business as \_\_\_\_\_

Business address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_\_

ATTEST \_\_\_\_\_ TITLE \_\_\_\_\_

If a Partnership

By \_\_\_\_\_  
(firm name)

\_\_\_\_\_

(signature of general partner)

Business address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_\_

ATTEST \_\_\_\_\_ TITLE \_\_\_\_\_

If a Corporation

By \_\_\_\_\_  
(corporation name)

By \_\_\_\_\_  
(signature of authorized person)

\_\_\_\_\_  
(title)

Business address \_\_\_\_\_

Phone No. \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_\_

ATTEST \_\_\_\_\_ TITLE \_\_\_\_\_

(SEAL)

If a Joint Venture (Other party must sign below.)

**Contractor's License Number** \_\_\_\_\_

**License Expiration Date** \_\_\_\_\_

If an Individual

By \_\_\_\_\_  
(signature of individual)

doing business as \_\_\_\_\_

Business address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_\_

ATTEST \_\_\_\_\_ TITLE \_\_\_\_\_

If a Partnership

By \_\_\_\_\_

(firm name)

\_\_\_\_\_

(signature of general partner)

Business address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_\_

ATTEST \_\_\_\_\_ TITLE \_\_\_\_\_

If a Corporation

By \_\_\_\_\_

(corporation name)

By \_\_\_\_\_

(signature of authorized person)

\_\_\_\_\_

(title)

Business address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_

ATTEST \_\_\_\_\_ TITLE \_\_\_\_\_

(SEAL)

SPECIAL CONDITIONS

1.01. SCOPE These Special Conditions amend or supplement the Technical Specifications and other provisions of the Contract Documents as indicated herein. All provisions which are not so amended or supplemented remain in full force and effect.

2.01. The following documents are attached and incorporated herein as required by the NCDEQ DWI:

- a. Attachment a: MBE/WBE (DBE) Compliance Statement
- b. Attachment b: Davis-Bacon Specifications
- c. Attachment c: Wage Determination Schedule

END OF SECTION 00730

# NC Division of Water Infrastructure MBE/WBE (DBE) Compliance Supplement Instructions

*(This package combines the various aspects of State of NC HUB program requirements and Federal DBE requirements into a single compliance supplement in order to eliminate redundancy and ambiguity)*

Item	What to do with it
Good Faith Efforts Form	Provided by all bidders to be responsive Only low bidder's form is submitted to the State
Table A (Summary of firms on job)	Provided by all bidders to be responsive Only low bidder's form is submitted to the State
Table B (per item being subbed)	Provided by low bidder if SRF project or SRP/SEL* that obtains less than 10% M/WBE utilization (see page 2)
Provide documentation of anything you did that is mentioned later in this supplement	- Proof of trade paper advertisement - Printouts of DBE sources used - Solicitation emails and/or letters
<b>Additional Forms for SRF Projects (these forms are currently not applicable)</b>	
<del>6100-3 (per M/WBE firm)</del>	<del>Provided by low bidder if SRF project</del>
<del>6100-2</del>	<del>Distributed to M/WBE firms if SRF project</del>
<del>Subs submit concerns on 6100-2 forms to:</del>	<del><b>Michael Pigram</b> <b>Region 4, Atlanta Federal Center</b> <b>61 Forsyth Street</b> <b>Atlanta, GA 30303-8960</b></del>

## NOTES on this Compliance Supplement

### Verifiable Goals

- |   |           |
|---|-----------|
| <b>EPA MBE/WBE participation goals:</b> | MBE 10.9% |
|   | WBE 10.4% |

These are goals that the State reports against and are not quotas. The good faith efforts must be adhered to and all forms provided regardless of what percentage utilization is achieved.

- |  |                |
|--|----------------|
| <b>State of NC MBE/WBE participation goal:</b> | 10% (combined) |
|--|----------------|

Table B is not required for SRP and SEL projects if you achieve 10% utilization.

### DBE (MBE or WBE) Certification

In order for a firm to count towards the goals, a firm must be properly certified. Table A and Table B both provide spaces to note who certified the firm. The North Carolina Department of Administration and North Carolina Department of Transportation are the most common certifications we see listed. Division of Water Infrastructure staff verify all certifications listed.

**For SRF projects, please note the EPA’s six Good Faith Efforts found in 40 CFR 33**

Filling out the Good Faith Efforts Form and providing Table B (if subcontracting is achieved) constitutes compliance with EPA’s six good faith efforts.

- (1) Ensure MBE/WBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and local Government recipients, this will include placing MBE/WBEs on solicitation lists and soliciting them whenever they are potential sources.
- (2) Make information of forthcoming opportunities available to MBE/WBEs and arrange time for contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (3) Consider in the contracting process whether firms competing for large contracts could subcontract with MBE/WBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities in order to increase opportunities for participation by MBE/WBEs in the competitive process.
- (4) Encourage contracting with a consortium of MBE/WBEs when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance of the SBA and the MBDA.
- (6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in subparagraphs (1)-(5) of this section.

**Pertinent State of North Carolina Administrative Code Regarding M/WBE Compliance. The provisions in this Compliance Supplement constitute compliance with the Rules below.**

Owner Requirements	01 NCAC 30I .0306
Contractor Requirements	01 NCAC 30I .0308

**Resources**

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***Some sources for identifying MBE/WBE (DBE) firms***

- <https://www.ips.state.nc.us/vendor/SearchVendor.aspx> (NCDOA)
- <https://www.ebs.nc.gov/VendorDirectory/default.html> (NCDOT)
- [http://dsbs.sba.gov/dsbs/search/dsp\\_dsbs.cfm](http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm) (US SBA)

***Some sources for finding minority trade papers for potential solicitation advertisements and Federal advertising options***

- <http://web.sba.gov/subnet/> (US SBA Subnet advertising website)
- <https://www.mbda.gov/> (US Dept. of Commerce)
- <https://ncadmin.nc.gov/businesses/hub> (NC HUB Office)

## Good Faith Efforts Form

*Attempts to provide subcontracting opportunities for MBE/WBE firms.*

Per 01 NCAC 30I .0101, 50 points must be claimed below by the bidder.

*(This is identical to State of NC Affidavit A)*

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

Results of Good Faith Efforts Undertaken (you must check one box below)

- No subcontractors are being used for this contracted work. Fill out Table A listing only the Prime Contractor. (This statement takes the place of State of NC Affidavit B)
- Subcontractors are being used. Fill out Table A and B for each trade. **Each Table B lists 3.**
- Subcontractors are being used. If any Table B has fewer than 3 solicitations you must also advertise in an M/WBE trade paper and indicate what source of M/WBE firms you used (*must list at least one*). Some possible papers and sources of M/WBE firms are listed in the Instructions of this Supplement.

Name of the Trade Paper: \_\_\_\_\_

Submit proof of advertisement with package

M/WBE Sources: Source: \_\_\_\_\_ Source: \_\_\_\_\_

Submit printouts from M/WBE source(s)

**Certification Statement and Affidavit of Contractor.**

The below affidavit constitutes compliance with 01NCAC 30I .0308(7)(a) and (b) and takes the place of State of North Carolina Affidavits C and D.

I have read the information in this compliance supplement and all information provided to the State in this package is accurate and true to the extent of my knowledge including the calculated percentages and the good faith efforts presented herein.

\_\_\_\_\_  
Prime Contractor Company Name (Print)

\_\_\_\_\_  
Prime Contractor Representative (Sign & Date)



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

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

**Certification of Project Owner/Funding Applicant**

\_\_\_\_\_  
Funding Applicant (City, Town etc)

\_\_\_\_\_  
Applicant Authorized Representative (Sign & Date)

\_\_\_\_\_  
Division of Water Infrastructure Project Number

### Table A: Prime Contractor and list of selected subcontractors

List Prime and ALL of the selected subcontractors (both DBE's and non-DBE's) being used on the project. Each Trade listed on this sheet should have a completed Table B: Subcontract Solicitation List showing the DBE firms contacted and given opportunities to bid.

Company Name (list prime first then subs)	Company Address and Phone	Trade (Above) and Price (Below)		MBE or WBE and certifying agency if <u>applicable</u>	(State use only) Listed in EPLS as Debarred?
			\$		
			\$		
			\$		
			\$		
			\$		

Calculate M/WBE utilization as a percent (00.00%) of the prime contract. Limited to 100% even if the Prime is a DBE.

<b>MBE and WBE subs total</b>	<b>\$</b>	
<b>Prime Contract Price</b>	<b>\$</b>	
		<b>_____ %</b>

Note: Table A substitutes for both the State of NC "Identification of Minority Participation" form and EPA Form 6100-4.

### Table B: Subcontract Solicitation List

Table B is required if:

- 1) Project is Federally funded (SRF) OR;
- 2) Project is a State Reserve Project or State Emergency Loan (SRP or SEL) and Utilization % on Table A is less than 10%
- 3)

Trade: \_\_\_\_\_ (enter the trade being solicited, paving, hauling etc.)

List the firm being used on the project first. If three MBE or WBE firms are not listed, additional information must be provided showing advertisements and/or sources used to identify MBE/WBE subs.

Use as many of these sheets as are necessary to cover every trade being subbed out.

Company Name	Company Address and Phone	MBE or WBE and certifying agency if applicable.	How was this firm contacted (email, letter, phone) and what was the result of the solicitation?*

\*Must submit copies of emails or letters. If phone calls were made this sheet can serve as documentation of calls.

# MBE/WBE (DBE) – Change or Add a Subcontractor Form

According to EPA guidance on 40 CFR 33.302

*If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six good faith efforts described in §33.301 if soliciting a replacement subcontractor.*

Please provide the information below **if the subcontracted work in question was included in previously submitted good faith efforts documentation:**

Prime Contractor:
Subcontracted work:
Previous Subcontractor:
Reason this firm did not complete the work:
New subcontractor and DBE status: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A

If this is a new trade being subcontracted, or was not documented in the original Project Bid Information submittal to the State then good faith efforts to solicit a DBE firm must be documented. As the original DBE instructions indicate, please provide a Table B from those original instructions, showing all the DBE firms contacted to perform this work. If three (3) firms are not listed on Table B, then additionally you must submit proof of an advertisement in a minority trade paper and evidence that there were not three reasonably available firms in the work area. The EPA provides in 33.301(a) that good faith efforts are to be carried out "...to the fullest extent practicable...". If solicitations were not carried out due to being impracticable, please attach this explanation to this form.

**Please follow the steps below for new subcontracted work:**

Indicate the new trade being subcontracted:
Indicate the firm being used and DBE status: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A
Attach Table B

(For State Use) Is this sub debarred? <input type="checkbox"/> Yes <input type="checkbox"/> No
--

\_\_\_\_\_  
Project Owner/Applicant:

\_\_\_\_\_  
Project Number:

\_\_\_\_\_  
Signature of Prime Contractor's Representative

## Davis-Bacon Instructions for SRF Projects

To be included in the Contract Documents:

- The entire contents of 29 CFR 5.5
- The appropriate wage determination (usually Heavy). This determination must be the most current and have been in effect at least 10 days prior to bid opening. If a wage determination for the project location is not available, then the Statewide wage determination may be used. If it takes longer than 90 days to execute contracts and the wage determination changes, then the new wage rates must be incorporated into the contract. Wage Determinations can be found at:  
[https://beta.sam.gov/search?index=wd&is\\_active=true&date\\_filter\\_index=0&date\\_rad\\_selection=date&wdType=dba&page=1](https://beta.sam.gov/search?index=wd&is_active=true&date_filter_index=0&date_rad_selection=date&wdType=dba&page=1)

During Construction:

- Post the Davis-Bacon Poster  
<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fedprojc.pdf>
- Post the appropriate wage rates. These should be the ones included in the specifications and any new classifications approved by the Department of Labor.
- Weekly payrolls are to be maintained onsite for all subject contractors and subcontractors. Number them for each week of the construction period including weeks that do not have payroll. Form WH 347 is suggested. Do not submit these to the State SRF office, submit them to the municipality for review. Link to Form WH 347 -  
<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf>
- The municipality will conduct interviews with employees when there are irregularities concerning wages being paid. Use Standard Form 1445.
- For additional wage classification approvals, complete form SF 1444 found at this link:  
[https://www.nps.gov/dscw/upload/sf1444-classificationrateauthorizationrequest\\_7-14-06.pdf](https://www.nps.gov/dscw/upload/sf1444-classificationrateauthorizationrequest_7-14-06.pdf)  
Email this form to: [whd-cbaconformance\\_incoming@dol.gov](mailto:whd-cbaconformance_incoming@dol.gov)

The entire contents of this package is:

- 1) These Instructions
- 2) 29 CFR 5.5
- 3) Davis-Bacon Poster
- 4) Payroll form WH 347

## 29 CFR §5.5 Contract provisions and related matters.

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

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by

the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show

that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

(1) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

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

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

(4) *Apprentices and trainees*—(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In

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

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

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

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

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

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

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

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

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

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

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

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

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### PREVAILING WAGES

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

### OVERTIME

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

### ENFORCEMENT

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

### APPRENTICES

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

### PROPER PAY

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

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



For additional information:

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



**WWW.WAGEHOUR.DOL.GOV**







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

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

#### Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to

reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

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

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

#### State Adopted Rate Identifiers

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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**SECTION 33 01 33**  
**TEMPORARY BYPASS PUMPING**

**PART 1 - GENERAL**

**1.1 REQUIREMENTS**

- A. This section describes the requirements for temporary bypass pumping sewage flows.
- B. Contractor shall provide labor, materials, and supervision to temporarily provide bypass pumping around the Contractor's work in accordance with the specific needs of the work.
- C. No interruption of sewage flow shall be permitted throughout the duration of the project.
- D. Bypass Operation: 24 hours per day during the period of Work. The bypassed flow shall be continuously monitored.

**1.2 SUBMITTALS**

- A. Shop Drawings:
  - 1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
  - 2. Bypass Pumping Plan. Provide for each bypass pumping scenario for the project. Bypass pumping plan shall include at least the following:
    - a. Staging areas for pumps.
    - b. Sewer plugging method and types of plugs.
    - c. Size and location of manholes or access points for suction and discharge hose or piping.
    - d. Size of pipeline or conveyance system to be bypassed.
    - e. Number, size, material, location and method of installation of suction piping.
    - f. Number, size, material, location and method of installation of discharge piping.
    - g. Bypass pump sizes, capacities, and number of each size to be provided on-site including all primary, secondary, and spare pumping units.
    - h. Calculations of static lift, friction losses, and flow velocity (pump curves showing pump, operating range shall be submitted).
    - i. System pressure for calculation of hydrostatic testing requirements.
    - j. Downstream discharge plan.
    - k. Method of protecting discharge manholes or structures from erosion and damage.
    - l. Thrust and restraint block sizes and locations. Provide the details necessary to demonstrate the integrity of all suction and discharge piping including piping and fittings associated with all primary and secondary pumping units.
    - m. Sections showing suction and discharge pipe depth, embedment, select fill and special backfill.
    - n. Method of noise control for each pump and any additional equipment that is included in the Bypass Pumping Plan.
    - o. Any temporary pipe supports and anchoring requirements.
    - p. Access plans to all bypass pumping locations indicated on the drawings.
    - q. Calculations for selection of bypass pumping pipe size.
    - r. Schedule for installation of and maintenance of bypass pumping lines.
    - s. Plan indicating location of bypass pumping pipe locations.
    - t. Emergency plan for adverse weather and flooding for various phases of the Work.
    - u. Contractor's plan for providing continuous monitoring of the bypass pumping operation as well as the monitoring persons' qualifications.

3. Emergency Contact List: Provide list of three emergency contacts who are able to respond and be on site within two hours of contact. Provide name, cell phone, and email addresses. List shall be posted in a conspicuous location at the bypass pump location.

## **PART 2 - PRODUCTS**

### **2.1 NOISE RESTRICTIONS**

- A. Pumps and generators shall keep the noise level below 70 dBA at 30 feet.

### **2.2 CAPACITY**

- A. Pumps and bypass lines shall be of adequate capacity and size to handle the required capacity. Bypass lines, fittings and all accessories shall withstand twice the maximum pressure required for bypassing.

## **PART 3 - EXECUTION**

### **3.1 GENERAL**

- A. The Contractor shall notify the Engineer 48 hours prior to bypassing or diverting flow in any of the pipelines or laterals. Notification shall include location of bypass, when bypass will be activated, and length of time bypass will be in place. Include copy of emergency contact list.
- B. Contractor shall maintain on site, sufficient equipment and materials to ensure continuous and successful operation of the bypass systems. The Contractor shall maintain on site a sufficient number of valves, spare pumps, tees, elbows, connections, tools, sewer plugs, piping, fuel and/or back-up generator, and other parts or system hardware to ensure immediate repair or modification of any part of the system as necessary.

### **3.2 PROTECTION**

- A. Contractor shall mark and protect suction and discharge pipes.
- B. The Contractor shall be responsible for all bypass flows. The Contractor shall inspect the entire bypass pumping and piping system for leaks or spills on an hourly basis. No bypassing to the ground surface, receiving waters, storm drains, or bypassing which results in soil or groundwater contamination or any potential health hazards shall be permitted. In the event of any sewage spill the Contractor shall notify Owner immediately and be responsible for the prompt cleanup and disinfecting of the spill per local and state requirements. The Contractor shall compensate the Owner for the cost of any fines levied as the result of a spill or unauthorized discharge.
- C. Portions of the bypass system will be within areas prone to flooding and should be adequately protected.

### **3.3 FIELD QUALITY CONTROL**

- A. Hydrostatic Pressure Test:
  1. Prior to operation, test each section of discharge piping with maximum pressure equal to 2.0 times the maximum operating pressure of system or 50 psi, whichever is greater.
  2. The test shall run for a period of two hours.
  3. The Contractor shall fill the line with water.
  4. The line shall be sealed on the discharge end.
  5. The line may be put in service if after the two-hour period the pressure has been maintained and there are no observable leaks.
  6. Notify Engineer 24 hours prior to testing.
- B. Inspection:
  1. Operator shall inspect temporary bypass pumping and piping system at a minimum of every hour.
  2. Inspection log: Keep written inspection log at each pumping location.

- C. A float and dialer monitoring system is acceptable in place of a trained and qualified attendant.
  - 1. Float and dialer monitoring system shall have dual power source.
  - 2. Float and dialer monitoring system shall have redundant system to send alarms.
  - 3. Bypass system shall be physically checked at least on a daily basis.
  - 4. Contractor shall provide an on-site response team from an alarm of less than two hours.

**3.4 CLEAN-UP**

- A. The bypass pumping system shall be cleaned and drained prior to being dismantled and moved to the next location.
- B. Disturbed Areas: Upon completion of bypass pumping operation, clean disturbed areas, restoring to original condition, including pavement restoration, at least equal to that which existing prior to start of Work.

**3.5 SCHEDULING**

- A. The bypassing system shall not be shut down between shifts, on holidays or weekends, or during work stoppages.
- B. The bypass system shall have a trained and qualified attendant on site 24 hours per day, 7 days per week to maintain the bypass pumping system from the start of bypass until the bypassing of the specific pipeline is no longer required.
  - 1. A float and dialer monitoring system is acceptable in place of a trained and qualified attendant.
  - 2. Float and dialer system shall have a dual power source.
  - 3. Float and dialer monitoring system shall have redundant system to send alarms.
  - 4. Bypass system shall be physically checked at least on a daily basis.

**3.6 PROJECTED FLOW RATES**

- A. The following flow rates are provided to the Contractor based on projected 2030 sewershed build-out for each of the storm events listed. It is the Contractor's responsibility to size the bypass pumps and pipe sizes for the given work and duration of required bypass operation.

WSACC Manhole Number	011757	011773	012252	012271	014060	014082	018875	018878
	Peak flow (mgd) for Year 2030 Improvements							
1-inch storm	9.8085	6.8991	0.0024	1.5163	12.3817	9.803	1.1074	1.0729
2-inch storm	15.5528	11.4557	0.0044	2.047	18.2534	15.3894	1.4612	1.4528
10-year storm	25.1202	17.2954	0.4102	3.401	27.7571	24.4134	2.5533	2.4696

**END OF SECTION**