



## REQUEST FOR PROPOSAL

**City Of Burlington  
Fairchild Soccer Field – Fence Replacement  
1497 Graham Street, Burlington  
RFP# 24-1104**

<b>PROPOSAL DUE DATE:</b>	<b>11:00 am on 11/04/24</b>
<b>PROPOSAL SUBMITTAL LOCATION:</b>	<b>Municipal Conference Room 427 S. Lexington Avenue Burlington, NC 27215</b>
<b>PROJECT MANAGER:</b>	<b>Davis Montgomery</b>
<b>TELEPHONE NUMBER:</b>	<b>(336) 207-5587 dmontgomery@burlingtonnc.gov</b>

Competitive proposals for the specified service shall be received by the Project Manager, 427 S. Lexington Avenue, Burlington, NC 27215, until the date and time cited. Please submit your proposal to the City of Burlington, Capital Projects Manager, Davis Montgomery, by one of the following methods:

**Email:**  
[dmontgomery@burlingtonnc.gov](mailto:dmontgomery@burlingtonnc.gov)

**Mail/Hand Deliver:**  
P.O. Box 1358  
425 S. Lexington Ave.  
Burlington NC, 27216

Proposals must be in the possession of the Project Manager at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City of Burlington Municipal Conference Room clock.

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## INTRODUCTION

Proposals for the Fairchild Fence Replacement project are subject to all conditions, provisions, etc., set herein and attached. Proposals will be received by Davis Montgomery via email or other methods no later than 11:00 am on Monday, November 4, 2024.

## TENTATIVE TIMETABLE

10/17/24	Pre-Proposal Meeting
10/23/24	Emailed questions from vendors due
10/28/24	Responses to vendors due
11/4/24	Proposals Due
11/15/24	Anticipated Award

**A pre-proposal meeting will be held on October 17, 2024, at 9:00 am. The meeting location will be 1497 Graham Street, Burlington, NC 27215. The meeting is not mandatory, but attendance is encouraged.**

## SCOPE OF WORK

A description of the Scope of Work is included as **attachment 1**

This project is funded by the Community Development Block Grant (CDBG) program. The successful bidder must:

- Meet the Davis-Bacon Act, Prevailing Wage-Certified Payroll DOL/HUD Requirements (**attachment 2**)
- Have a federally issued SAM number [SAM.gov | Home](https://sam.gov)

## GENERAL SPECIFICATIONS & INSTRUCTIONS TO BIDDERS APPLICABLE TO ALL ITEMS

1. Each bidder must submit a proposal on the blank form(s) provided. All proposals must be signed by a duly authorized individual. Proposals submitted on other forms will not be accepted. Proposals will be read on the date and hour as stated in the Municipal Conference Room, 425 S. Lexington Ave., Burlington, North Carolina. Bidders or their authorized agents are invited to be present. Any proposal received after the date and hour specified, will not be accepted or considered.
2. Bidders may submit with their proposals, manufacturer's specifications, illustrations, and descriptive literature of the product proposed to be furnished. If the product proposed does not meet specifications as written the variations must be described in detail and attached to the proposal
3. **TAXES:** The City of Burlington is exempt from federal excise tax, including the federal transportation tax. The City pays all sales tax but this amount must be listed as a separate item.
4. The City reserves the right to reject any or all proposals, waive technicalities, and to be the sole judge of suitability of the product for the use by the City for intended purposes. Factors to be considered in

awarding the proposal will be price, quality, history of satisfactory performance, time required to make delivery and the availability of item offered. The contract will be awarded after evaluation of all proposals has been made. In the interest of suitability to the City's needs and/or economy; equipment or furnishings other than the cheapest in price may be selected. The City of Burlington shall have a period of up to thirty (30) days after the opening of proposals to make the award and may award in total or by line item, whichever is in the best interest of the City.

5. The specifications enclosed are intended to obtain competitive proposals. Any reference to brand names is strictly for denoting the type and quality of item desired, and is not done to limit or restrict the proposals.
6. Any corrections or errors found in the specifications must be submitted in writing and mailed to the attention of the Purchasing Director prior to the opening of proposals. Any deviations from the specifications must be in writing and submitted as part of the proposal. Any addenda to these proposal documents shall be issued in writing; no oral statements, explanations or commitments by whosoever made shall be of any effect unless incorporated in the addenda.
7. No bid deposit is required with this proposal. The City of Burlington has waived this requirement as allowed by N.C. General Statutes.
8. No Federal Excise Tax is to be included as the City of Burlington is exempt under federal laws and will furnish proper exemption certificate or number upon request. In computing freight, federal transportation tax is not to be included as the City of Burlington is exempt. North Carolina state and local taxes are applicable, but must be shown separate from the item(s) being quoted
9. Pursuant to the provisions of G.S. 143-54 under penalty of perjury, the signer of the proposal certifies this proposal has not been arrived at collusively or otherwise in violation of Federal or North Carolina Antitrust laws. The owner or an officer of the firm must sign all proposals.
10. By signing this proposal form the contractor affirms that they are registered with and participates in the Federal work authorization program, E-Verify as it relates to their company and mandated by law in North Carolina by G.S. 160-20.1
11. **PROPOSAL/SUBMITTAL FORMAT:** One original should be submitted in the format specified in the RFP. The material should be in sequence and related to the RFP. The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
12. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record when opened.

13. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
14. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Purchasing Division. Registration can be completed at: <http://burlingtonnc.gov/2017/Vendor-Registration>
15. **CONTRACT AMENDMENTS:** This Contract shall be modified only by a written contract amendment signed by the City's Purchasing Agent and persons duly authorized to enter into contracts on behalf of the Contractor.
16. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Purchasing Agent, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Burlington and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
17. **PAYMENT:** Progress payments, when requested, will be made after the City receives a detailed invoice and confirmation that the work has been performed to the specifications required for the requested payment.
18. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
19. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Burlington, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings,

and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

20. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose. The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City. The City of Burlington will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.
21. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.
22. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
23. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Purchasing Agent. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
24. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
25. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

26. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Purchasing Agent. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
27. **SAFETY:** Contractor shall at all times enforce by adequate supervision and training of supervisory personnel a safe working environment for all employees including the supervision of all services which relate to the general safety and welfare of any persons exposed to the services performed under this Contract by Contractor. Contractor agrees to fully cooperate with the City in any employee and public safety program sponsored by the City. Contractor agrees to conduct all of its operations with due diligence and care for the safety of all persons at all times.
28. **SITE INVESTIGATION:** The contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work. The contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site. Any failure by the contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The City assumes no responsibility for any conclusions or interpretations made by the contractor on the basis of the information made available by the City.
29. **CONFLICT OF INTEREST:** Contractor shall be prohibited from proposing on this RFP if Contractor has attempted or made contact with any elected or non- elected City Official in an attempt to influence the award of this RFP or alter it in any manner. Future conflicts shall be grounds for contract default.
30. **LIQUIDATED DAMAGES:** From the nature of the services to be rendered, the Contractor and City agree that it is extremely difficult to fix actual damages, which may result from failure on the part of the Contractor to perform certain obligations and to determine the resulting loss to the City. Therefore at the election of the City, for acts, or failure to act, as described in this section, the Contractors liability should be limited to, and fixed at, the sums stated, as liquidated damages and not a penalty, which sums the parties acknowledge to be reasonable estimates of the damages the City would suffer; provided however, that with respect to breaches other than the types described in this section, the City may pursue any other remedy available by law or equity, this or including, without limitations, the termination of contract.
31. **TERMINATION OF CONTRACT:** The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

### **32. INSURANCE**

Certificates for Workers Compensation, General Liability and Vehicle/Equipment Insurance will be required as part of the contract to awarded vendor. The Contractor, at its own expense, shall keep in force and at all times maintain during the Agreement:



<u>Insurance Type</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
<b><u>General Liability</u></b>		
Bodily Injury & Property Damage Combined Single Limit	\$1,000,000	\$3,000,000
<b><u>Automobile Liability</u></b>		
Bodily Injury & Property Damage Combined Single Limit	\$1,000,000	
<b><u>Owners Protective Liability or Project Specific Aggregate</u></b>		
Bodily Injury & Property Damage Combined Single Limit	\$1,000,000	\$3,000,000
<b><u>Excess Liability</u></b>	\$5,000,000	\$10,000,000

**The City of Burlington must be named as an additional named insured on the Contractor’s insurance policy.**

**The following statement must be on the certificate of insurance: a blanket waiver of subrogation shall apply in favor of the City of Burlington and all additional insured’s as required by contract.**

**Workers’ Compensation Coverage**

Full and complete Worker’s Compensation Coverage, as required by the State of North Carolina, shall be required.

**PROPOSAL EVALUATION REQUIREMENTS**

**I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)**

- Qualifications & Experience of Firm and Personnel
- Price Proposal
- Time frame to complete the work

**II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:** The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

- Identify 4 references for which similar work has been performed, including the name of the contract, contact name and telephone number, type of operation.

**A. Price Proposal**

- The price page included herein shall indicate the Offeror’s fee for the proposed work.

**B. Time Frame to Complete Work**

- Please list the time to complete the initial work after receiving the notice to proceed.

**III GENERAL**

**PRICE PAGE**

The price page shall indicate the Offeror's fee for the proposed work in total. In addition, unit pricing for each group of work shall be provided for the purpose of contract administration but will not be considered in the evaluation.

**Price for initial repair work**

Base Bid Total \$ \_\_\_\_\_

NC Sales Tax \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

Date/time period you expect work to be completed \_\_\_\_\_

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

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

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

Signature of person authorized to sign: \_\_\_\_\_

**Company Address:** \_\_\_\_\_

Contact #: \_\_\_\_\_ Email: \_\_\_\_\_ TID# \_\_\_\_\_

License # \_\_\_\_\_ SAM Entity ID # \_\_\_\_\_

## REFERENCE SHEET

1. Contact Name: \_\_\_\_\_

Contact phone number: \_\_\_\_\_

Business name: \_\_\_\_\_

2. Contact Name: \_\_\_\_\_

Contact phone number: \_\_\_\_\_

Business name: \_\_\_\_\_

3. Contact Name: \_\_\_\_\_

Contact phone number: \_\_\_\_\_

Business name: \_\_\_\_\_

4. Contact Name: \_\_\_\_\_

Contact phone number: \_\_\_\_\_

Business name: \_\_\_\_\_

# ATTACHMENT 1

## Fairchild Soccer Fields – Fence Project

City Of Burlington  
Fairchild Soccer Field – Fence Replacement  
1497 Graham Street, Burlington

The facility is currently surrounded by approximately 1,000 linear feet of 6' high galvanized chain link fence with 16" of barb wire at the top. It has a main driveway entrance gate along with two other access gates along Graham St. This project is for the replacement of the galvanized chain link fire and barb wire with new fencing that matches as closely as possible what we currently have across the street at the Sock Puppets Ballpark. **Pictures Attached.**

### Specifications:

Approximately 1,000 linear feet of fencing, contractor to provide exact measurement  
8' tall black aluminum ornamental fence – commercial grade, anodized or powder coated, with press point finials

Pickets are 1" x 1"

All line posts are 2 ½" x 130", .075 Wall, set posts uniformly at 72" apart

1 – 8' High x 24' Wide Double Gate

2 – 6" x 130" Gate Post, 1.25 Wall

1 – 8' High x 16' Wide Double Gate

2 – 3" x 130" Gate Post .075 Wall

1 – 8' High x 6' Wide Single Gate

2 – 3" x 130" Gate Post, .075 Wall

4 Rail Thru Pickets

Latches will be durable with ability to install padlock.

Double gates to have a secure rod on each gate to lower into a secure sleeve set in concrete.

Main gates must have a mechanism in order to lock them in the open position

Flat Type Post Caps

Set posts in concrete having a diameter 4 times the diameter of the post, and 6" deeper than the bottom of the posts

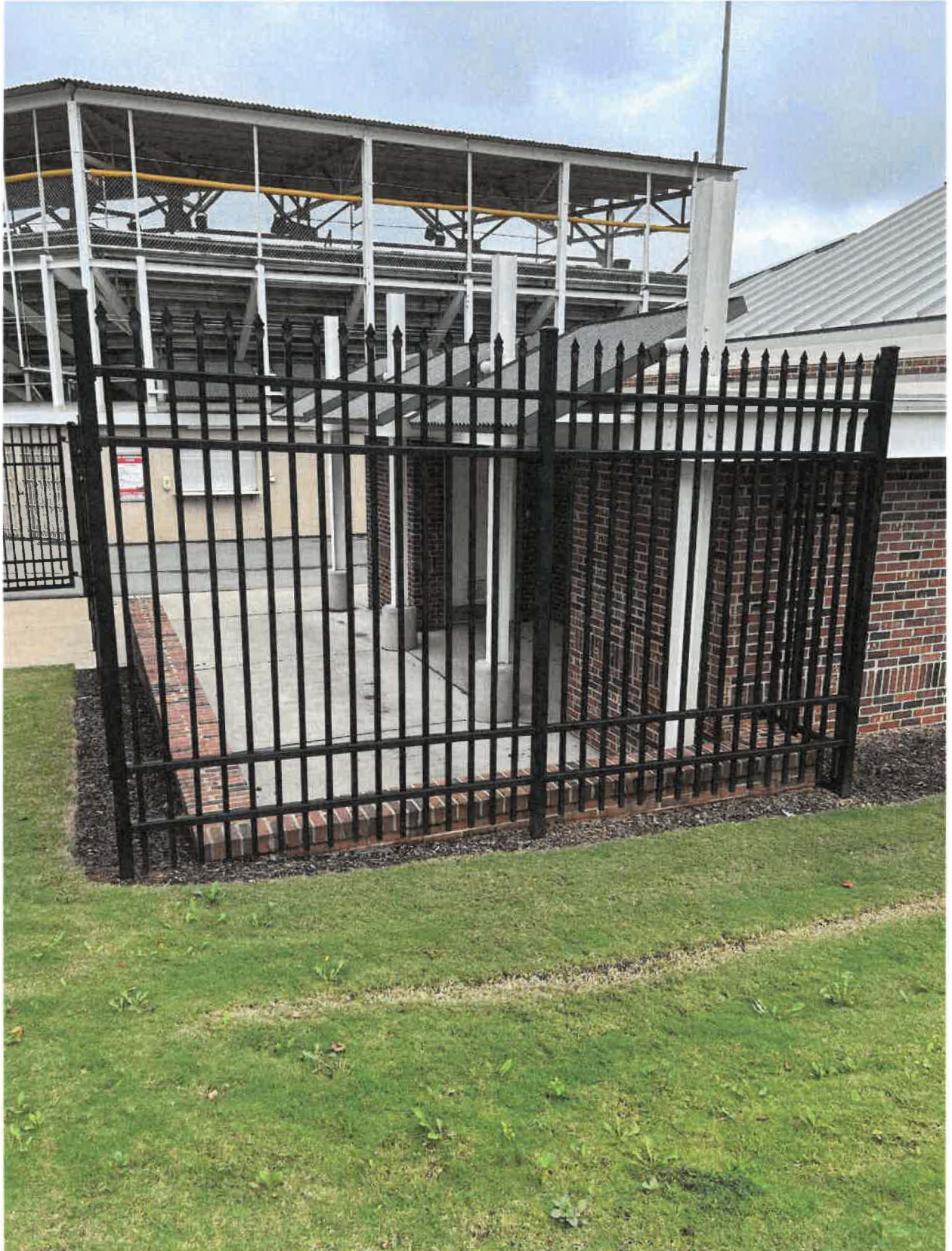
Corner posts should have adequate depth and concrete base to provide support

Clean up debris daily

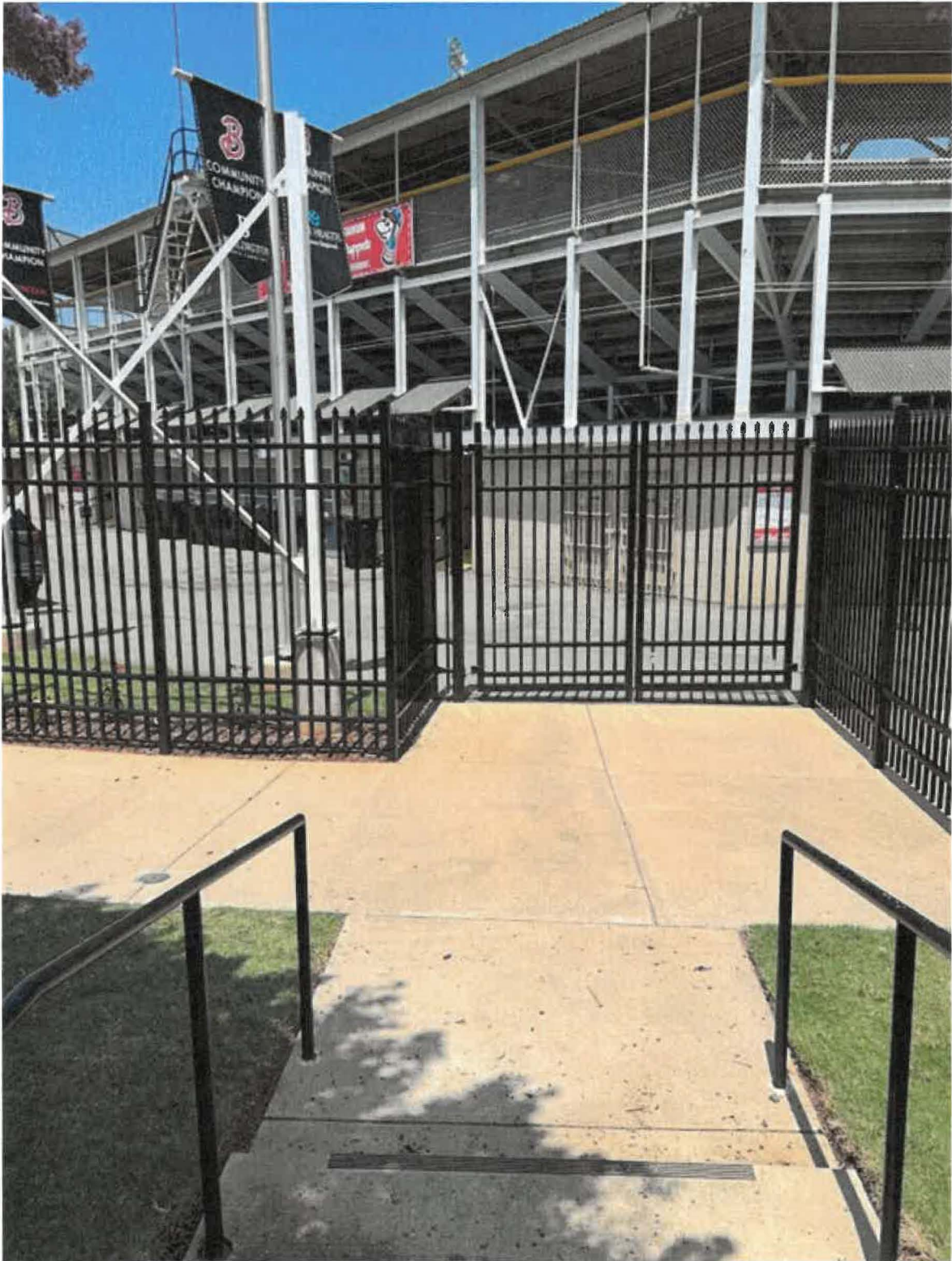
Existing galvanized chain link fence to be taken down and removed

Contractor to provide 5 days between removal of old fence and installation of new fence for Parks and Recreation work

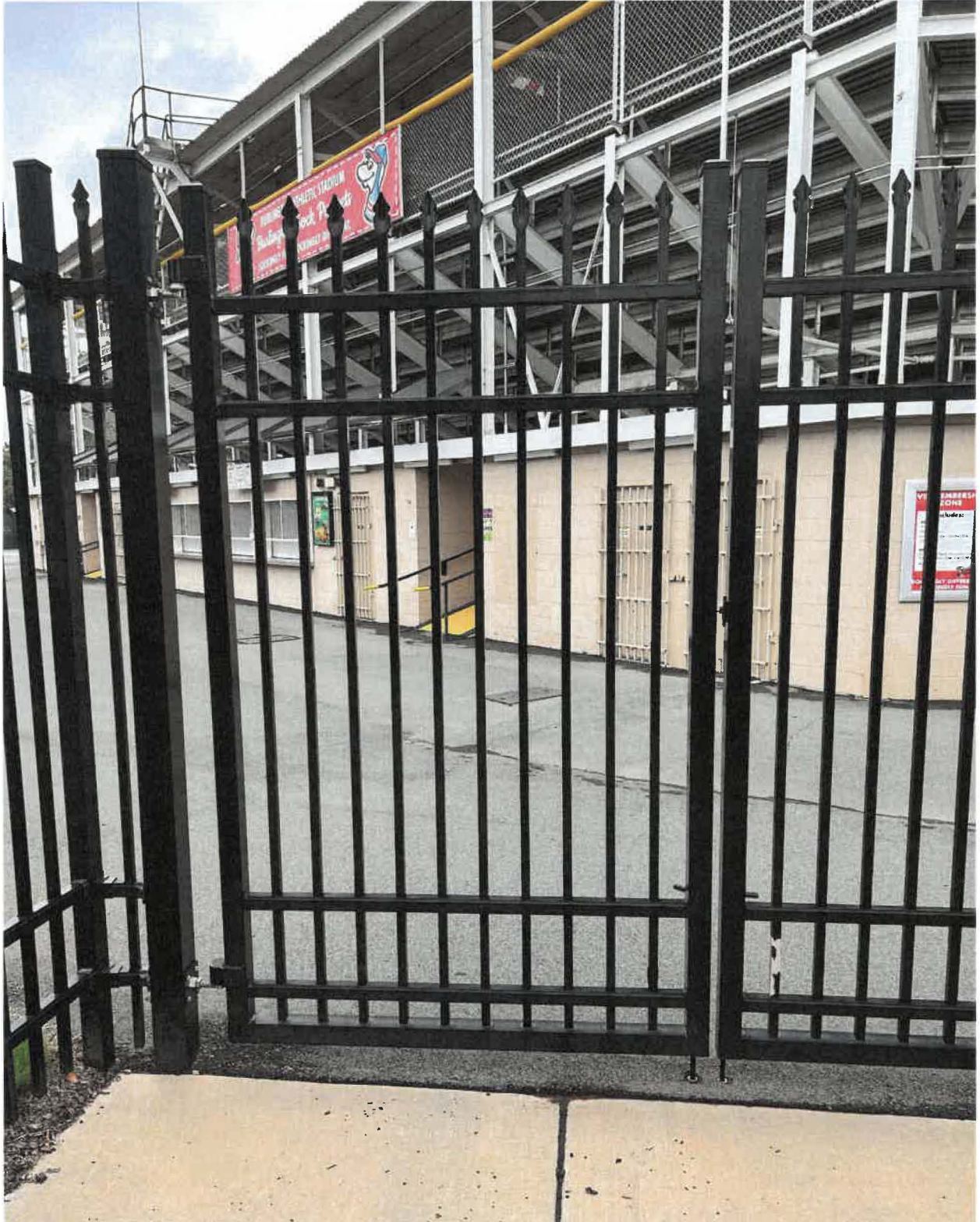
ATTACHMENT 1



ATTACHMENT 1



ATTACHMENT 1



## ATTACHMENT 2

# DAVIS-BACON ACT PREVAILING WAGE – CERTIFIED PAYROLL DOL/HUD REQUIREMENTS

The Davis Bacon Act is a **federal law that mandates on-site workers be paid certain wages, benefits, and overtime** (also known as “prevailing wage”) on all government-funded construction, alteration, and repair projects.

Tips for bidding on Federally Funded Projects:

- Bid your project with the correct wage determination rate (this will be supplied with the bid documents). That way your bid will cover the possible higher rate that might be required. If you are not sure of the correct wage rate, please contact Leigh Sims with the Community Development Department (336-222-5093 or [lsims@burlingtonnc.gov](mailto:lsims@burlingtonnc.gov)).
- The Department of Labor updates wage determinations each year. The determination for Electrician was Effective 01-05-24.
- Use the supplied certified payroll form to submit weekly payrolls (certified payroll can be emailed to Leigh Sims). If you are using an automated payroll system, you should be able to print a certified payroll format. If all the information is available on your payroll it can be submitted.
- You cannot have all Laborers on a project.
- How to calculate the correct wage rate:

Alamance County “Building” for an Electrician

Rate:	Fringes
\$28.96	\$12.45

$\$28.96 + \$12.45 = \$41.41/\text{hour}$

If you are not sure, ask. Davis-Bacon Certified Payroll is not difficult if you have the correct information before bidding.

For any questions or concerns, please contact Leigh Sims  
Community Development Department  
(336-222-5093 or [lsims@burlingtonnc.gov](mailto:lsims@burlingtonnc.gov))



# ATTACHMENT 2

"General Decision Number: NC20240013 09/06/2024

Superseded General Decision Number: NC20230013

State: North Carolina

Construction Type: Building

Counties: Alamance, Chatham, Orange and Person Counties in North Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>◆ Executive Order 14026 generally applies to the contract.</li><li>◆ The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>◆ Executive Order 13658 generally applies to the contract.</li><li>◆ The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2024.</li></ul>

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

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

# ATTACHMENT 2

1

09/06/2024

\* ELEC0553-001 12/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 30.00	14.5% +8.30

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IRON0848-003 07/01/2023

	Rates	Fringes
IRONWORKER.....	\$ 28.00	17.10

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PLUM0421-006 07/01/2023

	Rates	Fringes
PIPEFITTER.....	\$ 33.96	13.48

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\* SUNC2018-013 08/08/2023

	Rates	Fringes
BRICKLAYER.....	\$ 19.37	0.00
CARPENTER.....	\$ 19.74	3.63
CEMENT MASON/CONCRETE FINISHER...	\$ 17.86	0.00
LABORER: Common or General.....	\$ 12.68 **	3.06
LABORER: Mason Tender - Brick...	\$ 13.52 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.26 **	0.00
LABORER: Pipelayer.....	\$ 15.00 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.45	0.00
OPERATOR: Bulldozer.....	\$ 17.77	3.01
OPERATOR: Forklift.....	\$ 16.00 **	0.00
OPERATOR: Grader/Blade.....	\$ 22.68	3.27
OPERATOR: Roller.....	\$ 15.31 **	1.46
PAINTER.....	\$ 15.55 **	1.05
PLUMBER.....	\$ 23.66	6.60
ROOFER.....	\$ 18.26	4.38
SHEET METAL WORKER.....	\$ 19.67	13.27
TRUCK DRIVER: Dump Truck.....	\$ 16.56 **	3.09

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

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## ATTACHMENT 2

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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The body of each wage determination lists the 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.

## ATTACHMENT 2

### 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.

### State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was 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. 01/03/2024 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.

### 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

## ATTACHMENT 2

National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"



PAYROLL

For contractor's optional use; see instructions at [dol.gov/agencies/whd/forms/wh347](http://dol.gov/agencies/whd/forms/wh347)

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

OMB No. 1235-0008  
Expires 09/30/2026

NAME OF CONTRACTOR  OR SUBCONTRACTOR  ADDRESS

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX		OTHER	TOTAL DEDUCTIONS	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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

# ATTACHMENT 2

Date \_\_\_\_\_

I, \_\_\_\_\_  
 (Name of Signatory Party) (Title)

do hereby state:

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

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

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

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

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

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

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR  
 SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF  
 TITLE 31 OF THE UNITED STATES CODE.

# ATTACHMENT 2

## SECTION 3 CERTIFICATION FORM CITY OF BURLINGTON, NORTH CAROLINA

Name of Business \_\_\_\_\_

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

Type of Business:       Corporation                       Partnership  
                                  Sole Proprietorship               Joint Venture

Is this business claiming Section 3 status: \_\_\_\_\_ (\*\*If "NO," please skip the documentation section below, and sign/date at the bottom of this form. If "YES," please fill out and provide the documentation listed below, and sign/date at the bottom of this form.\*\*)

### DOCUMENTATION SECTION

Attached is the following documentation as evidence of status:

#### For Business claiming status as a Section 3 resident-owned enterprise:

- Copy of resident lease
- Copy of receipt of public assistance
- Copy of evidence of participation in a public assistance program
- Other evidence

#### For business entity as applicable:

- Copy of Articles of Incorporation
- Certificate of Good Standing
- Assumed Business Name Certificate
- Partnership Agreement
- List of owners/stockholders and % ownership of each
- Corporation Annual Report
- Latest Board minutes appointing officers
- Organization chart with names and titles and brief function statement
- Additional documentation

#### For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:

- List of subcontracted Section 3 business(es) and subcontract amount

#### For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- List of all current full-time employees
- List of employees claiming Section 3 status
- PHA/IHA Residential lease less than 3 years from day of employment
- Other evidence of Section 3 status less than 3 years from date of employment

Authorizing Name and Signature

\_\_\_\_\_  
Date

Attested by: \_\_\_\_\_