



**Project Manual  
for the  
SOUTH POLK SIDEWALK CONNECTOR PROJECT**

**Prepared for:**

Town of Pineville  
505 Main Street, Pineville, NC 28134

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## **INVITATION TO BID**

The Town of Pineville (hereinafter the "Town") will receive sealed bids for the following Project:

PROJECT NAME: **SOUTH POLK SIDEWALK CONNECTOR PROJECT**

BID DATE AND TIME: **April 1, 2024 at 2:00 p.m.**

BID OPENING LOCATION: Town of Pineville Town Council Chambers  
Town Hall  
505 Main Street  
Pineville, NC 28134

SCOPE OF WORK: New sidewalk section connecting the existing sidewalk at Sabal Point Drive to the existing sidewalk section at the car wash property (approximately 450 feet north of Carolina Place Parkway) along the west side of South Polk Drive. The sidewalk will be approximately 1,540 feet in length and will be 5 to 6 feet wide depending on site constraints.

Contract Documents and Plans: Complete plans, specifications, and contract documents are available in electronic or printed form at Duncan Parnell via their bid room <http://www.dpibidroom.com>. Registration with Duncan Parnell is required to obtain the bid documents. A NON-REFUNDABLE FEE plus tax is charged for a printed set. Only those buying full sets from Duncan Parnell via their bid room will be notified of any issued addenda.

Neither OWNER nor ENGINEER will be responsible for copies of the Bidding Documents obtained from sources other than from Duncan Parnell. If you need any assistance ordering or getting registered on <http://www.dpibidroom.com> please contact: **Michaela Bruinius at Michaela.bruinius@duncan-parnell.com or (704) 526-1856.**

Prebid Meeting: The Town will hold a pre-bid meeting for interested bidders on **Wednesday March 20, 2024 at 10:00 a.m. at the Town Hall (attendance is not mandatory).**

Bid Bond or Bid Deposit: Each bid that equals or exceeds \$300,000 shall be accompanied by a corporate bid bond or a bid deposit of a certified or cashier's check in the amount of at least 5% of the total amount bid for the contract. When a bid is secured by a bid deposit (certified check or cashier's check), the execution of a bid bond will not be required.

When the bid security is in the form of a bid bond, that bid bond shall be executed by a corporate surety licensed in North Carolina to execute such bonds.

When the bid security is in the form of a cashier's check, or a certified check, that check shall be written on a bank or trust company insured by the Federal Deposit Insurance Corporation, made payable to the order of the Town of Pineville.

Contractor's License for Construction Contracts: Bidders shall comply with all applicable laws regulating the practice of General Contracting as required by the General Statutes of North Carolina that require the Bidder to be licensed by the North Carolina Licensing Board for General Contractors when bidding on any project where the bid is \$30,000 or more.

The Bidder will provide his North Carolina General Contractor's License Number, Classification(s), and Limits in the space provided on the signature page of the bid.

Delay in Award: Bids may be held by the Town for a period not to exceed sixty (60) days from the date of the bid opening for the purpose of reviewing bids and investigating qualifications of Bidders.

Equal Employment Opportunity: Bidders will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, or veteran's status.

Davis-Bacon Act: Davis-Bacon Act (DBA) (40 USC 276A-276A-5) federal regulations will apply to this contract. General Decision Number: NC20230088 01/06/2023, Superseded General Decision Number: NC20220088, State: North Carolina, Construction Type: Highway. A copy has been provided in Attachment A.

Itemized Proposal Form: The itemized proposal form provided by the Town in its entirety shall be used and shall be submitted for bid consideration. All entries including signatures shall be written in ink.

Delivery of Bids: Bids shall be hand delivered or mailed to the Office of the Town Manager prior to the deadline given above. All bids shall be placed in a sealed envelope with the following information printed on the outside of the envelope:

<p><b>BID FOR:</b> _____ (Enter the project name as shown on the Bid Documents)</p> <p style="text-align: center;"><i><b>Project Name</b></i></p> <p><b>BIDDER'S NAME:</b> _____ (Full name of Contractor submitting the bid)</p> <p style="text-align: center;"><i><b>Contractor's Name</b></i></p> <p><b>BIDDER'S LICENSE:</b> _____ (Enter Bidder License submitting the bid)</p> <p style="text-align: center;"><i><b>Contractor's License</b></i></p> <p><b>DO NOT OPEN UNTIL:</b> _____ (Enter the date &amp; time as shown on the Bid Documents)</p> <p style="text-align: center;"><i><b>Bid Opening Date &amp; Time</b></i></p>
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Bid Phase Contact: For information regarding this project during the bid phase contact:

Contact Person: Roman Prokopovych, PE

Contact Phone Number: (980) 235-0011

E-Mail Address: rprokopovych@rkk.com

## **STANDARD SPECIAL PROVISIONS**

### **ADDENDA**

Addenda will be emailed to Bidders of Record and filed in the Office of the Engineer. The Bidder shall be responsible for inquiring if Addenda have been issued. All such Addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received or acknowledged by the Bidder.

### **ADDITIONAL WORK** (NCDOT Section 101-3, Definitions)

Additional work is that which results from a change or alteration in the contract and for which there are existing contract unit prices.

### **AWARDING OF CONTRACT**

The Town will award the contract or contracts conditioned upon funds being available for construction and other governmental approvals as may be required. The contract will be awarded to the lowest responsive and responsible Bidder or Bidders, as required by North Carolina General Statutes. Consideration will be given only to proposals from Contractors who are properly licensed, bonded, experienced in the class of work proposed and who can refer to projects of similar magnitude and character that have been completed by them. The Town also reserves the right to reject any and all proposals and to waive informalities and technicalities as it may deem to be in its best interest.

### **AVAILABILITY OF LAND**

Project limits shall be restricted to public right of way and existing easements as shown on the plans.

### **CARE OF WORK**

The Contractor shall furnish and erect, at no additional cost to the Town, whatever sidewalks, bridges, culverts, or other works as may be necessary for the protection of the public, including, but not limited to, barricades, fences, etc. and for the safe and proper execution of other public utility lines so as not to interfere therewith or damage or cause damage thereto. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault, omission, or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed hereunder until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Town.

### **TOWN OF PINEVILLE DRUG-FREE WORKPLACE POLICY**

The Town is a drug-free workplace employer.

In order to be eligible to submit a bid or proposal for a Town construction or service contract, a prospective contractor must certify that it will, if awarded the contract, provide a drug-free workplace during the performance of the contract. This requirement is met by:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken for violations of such prohibition;
2. Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace, (2) the Contractor's policy of maintaining a drug-free workplace, (3) any available drug counseling, rehabilitation, and employee assistance program, and (4) the penalties that may be imposed upon employees for drug abuse violations;

3. Notifying each employee that as a condition of employment, the employee will (1) abide by the terms of the prohibition outlined in (1) above and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
4. Notifying the Town within ten days after receiving from an employee a notice of a criminal drug statute conviction or otherwise receiving actual notice of such conviction;
5. Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;
6. Making a good faith effort to continue to maintain a drug-free workplace for employees; and
7. Requiring any party to which it subcontracts any portion of the work under the contract to comply with the provisions of (1) through (6).

If the prospective contractor is an individual, the drug-free workplace requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

By submitting a bid or proposal, a prospective contractor certifies that it will comply with the Town's drug-free workplace requirement. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of a contract shall be grounds for suspension, termination or debarment.

#### **CLEANING UP**

Before acceptance of the Project, or as directed by the Engineer, borrow sources, waste areas, and all ground occupied by the Contractor within the Project limits in connection with the work shall be cleaned of all rubbish, excess materials, temporary structures, and equipment.

#### **CONCRETE**

##### **Compressive Strength**

All concrete used in the construction of this Project shall be 3600 PSI strength at twenty-eight (28) days, unless otherwise specified. No adjustment will be allowed for the required use of high-early strength concrete. When the Contractor is requested to use high-early strength concrete in certain areas, he must furnish a copy of the delivery ticket to the Project Inspector prior to allowing traffic to proceed across the item in question before the required seven (7) day curing period.

##### **Slump**

The maximum slump of the concrete used on the Project shall be as defined in Section 1000 of the Standard Specifications. Concrete that fails to meet specification requirements for slump will be subject to rejection.

##### **Air Content**

The air content of the concrete used on this Project shall be as defined in Section 1000 of the Standard Specifications. Concrete that fails to meet specification requirements for air content will be subject to rejection.

##### **Acceptance and Testing Standards**

Concrete batching, sampling, testing and evaluation shall be done in accordance with the standards listed below:



ASTM C94	Standard Specifications for Ready Mixed Concrete
ASTM C172	Standard Method of Concrete Sampling
ASTM C470	Tentative Specification for Molds for Forming Concrete Test Cylinders Vertically
ASTM C31	Standard Method of Making and Curing Concrete
ASTM C143	Standard Method of Test for Slump of Portland Cement Concrete
ASTM C42	Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
AASHTO T199-72	Air Content of Freshly Mixed Concrete by the Chace Indicator
ASTM C231-82	Standard Test for Air Content of Freshly Mixed Concrete by the Pressure Method

### **Concrete Finishes**

The type of finish required will be stated by the section of specifications directly applicable to the work being constructed. All exposed surfaces of retaining walls, structures, etc. shall be given a Class 2 finish as described by Section 420-18(f) of the Standard Specifications unless indicated otherwise in the plans.

### **CONTINGENCY ALLOWANCE**

A Contingency Allowance (Contingency) is included as a line item in the itemized proposal. The Contingency may only be used by the Contractor upon written instructions from the Engineer. Any portion of the Contingency remaining at the end of the contract will revert to the Town. The Town reserves the right to change the Contingency amount prior to award.

An increase exceeding the Contingency Allowance must be executed by written change order, with the appropriate authorized signature(s).

### **CONSTRUCTION STAKES, LINES AND GRADES**

Construction stakes, lines and grades will be provided by the Contractor at his own expense. Costs for surveys and establishing grades shall be included with the various bid items.

### **CONTRACT BONDS** (NCDOT Section 103-7 and 103-9)

The successful bidder, within 10 calendar days after the notice of award is received, shall provide the Town with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the contract. All bonds shall be in conformance with G.S. 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the State.

The successful bidder's failure to file acceptable bonds within 10 calendar days after the notice of award is received by him shall be just cause for the forfeiture of the bid bond or bid deposit and rescinding the award of the contract. Award may then be made to the next lowest responsible bidder or the work may be re-advertised and constructed under contract or otherwise, as the Town may decide.

### **CONTRACT TIME EXTENSIONS** (NCDOT Section 108-10, Contract time: Intermediate Contract Time)

The Contractor's attention is directed to Article 108-10 in the Standard Specifications. Item number (5) of sub-article 108-10 (b) shall be deleted in its entirety.

### **DEFINITION OF TERMS**

Whenever the following terms are used in the Standard Specifications, in any of the Contract Documents, or in the plans, the intended meaning of such terms shall be as follows:

1. "State" or "Department" shall be replaced by the words "Town of Pineville"
2. "Engineer" or "Resident Engineer" shall be replaced by the words "Town Engineer or his duly authorized representative"

3. "Sampling and Testing by Department" shall be replaced by the words "Sampling and Testing by Town or its approved testing agency"
4. "Inspection by Department" shall be replaced by the words "Inspection by the Town or its duly authorized representative"
5. "Town Standard" shall refer to the latest edition of "the Town of Pineville Land Development Standards"
6. "Town Water Main Standard" and "Town Sanitary Sewer Standard" shall refer to the latest edition of "Town of Pineville Land Development Standards"

#### **DRAINAGE STRUCTURES**

The Contractor shall build inverts in all drainage structures in accordance with the plans and NCDOT Standards. There will be no separate measurement or payment for this work, it will be considered incidental to the construction of drainage structures.

#### **EROSION AND SEDIMENTATION CONTROL MEASURES**

The Contractor shall install and maintain all erosion and sedimentation control measures and devices necessary to comply with the Erosion Control Plan and applicable local and state ordinances and laws. All erosion and sedimentation control measures and devices as shown in the plan shall be installed prior to beginning clearing or grading operations. Such devices shall be maintained in proper working condition from installation throughout the duration of the Project.

The Contractor shall indemnify and hold harmless the Town for any penalties imposed against the Town by any local or state agency for the Contractor's failure to install and properly maintain erosion and sedimentation control devices. The Contractor shall immediately correct any deficiencies in erosion and sedimentation measures identified by the Town or local or state agency. If the Contractor fails to correct the deficiencies within 24 hours after notification, the Town will have such corrections performed and assess the cost of these corrections plus a 100% surcharge against the Contractor.

The Contractor shall include the cost of installing and maintaining erosion and sedimentation control devices in the price bid for Grading unless otherwise specified.

If any borrow or waste areas are to be utilized, it shall be the responsibility of the Contractor to notify the property owner that the property owner is responsible for any damage occurring from the site, either as part of the agreement with the Contractor, or on his own. All work, sediment control structures, and seeding will be at the cost of the property owner or Contractor.

The Town will not participate in the cost of this work on the waste or borrow areas. Prior to final payment being made, the Contractor shall obtain a release from the property owner of the borrow or waste site utilized for the Project.

#### **EXECUTION OF CONTRACT**

As soon as possible following the bid-opening and receipt of the properly executed contract, the Town will complete the execution of the contract, retain the original contract, and return three copies of the fully executed contract, including plans and specifications, to the Contractor. Additional sets may be obtained at the cost of printing.

#### **EXISTING UTILITIES**

All adjustments or relocations will be made by the utility owner unless otherwise indicated in the Contract Documents.

The Contractor is responsible for locating both horizontally and vertically all underground utilities prior to performing work in a particular area.

The Contractor shall adhere to the provisions of the 1985 Underground Damage Prevention Act, North Carolina General Statutes 887, Chapter 785, Senate Bill 168, Article 3. To assist the Contractor and utility owners in meeting the requirements of this law, there is a "one-call system" called "NC ONECALL."

Most major utilities with underground facilities in the State subscribe to this service. For calls originating within North Carolina, the NC ONECALL telephone number is 800-632-4949. Locate requests may also be made at <https://nc811.org>.

For calls originating outside of North Carolina, the number is 919-855-5760. The Contractor shall include the cost of any coordination and cooperation of utilities in his bid.

No additional compensation shall be allowed for delays or inconvenience sustained by the Contractor due to utility relocation or adjustments. No additional payment will be made for re-mobilization required by the utility's failure to relocate a utility at the request of the Contractor. The Contractor should refer to Section 108-10(B) paragraph of the NCDOT Standard Specifications.

Where changes to utility facilities are to be made solely for the convenience of the Contractor, it shall be the Contractor's responsibility to arrange for such changes, and the Contractor shall bear all costs of such changes.

**EXTRA WORK** (NCDOT Section 101-3, Definitions)

Work found necessary or desirable to complete fully the work as contemplated in the contract for which payment is not provided for by the contract unit or lump sum prices in the original contract.

Extra work shall not be work which in the terms of the specifications and special provisions is incidental to work for which there is a contract price or work for which payment is included in some other contract unit or lump sum price.

Extra work shall be performed in accordance with the specifications and as directed by the Engineer. No extra work shall be commenced prior to specific authorization for the performance of such extra work being given by the Engineer.

Extra work which is specifically authorized by the Engineer will be paid for in accordance with sub-article 104-7, Extra Work, Sub-Article (A).

**GUARANTEE**

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by the Town and shall replace any portions that fail because of faulty materials or workmanship at no additional cost to the Town. A six (6) month and eleven (11) month inspection will be held during the warranty period. The Contractor shall immediately repair all defective items upon notification. Items repaired under the provisions shall have an extended warranty period of twelve (12) months from the date of repair of the item.

**HAZARDOUS MATERIALS**

If the Contractor encounters any materials considered or suspected of being hazardous, he shall immediately secure the area and contact the Town of Pineville Fire Department for further instructions.

## **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and its agents and employees, from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there-from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

In any and all claims against the Town or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

## **INSURANCE REQUIREMENTS**

### **Contractor's Liability and Other Insurance**

The Contractor shall purchase and maintain with a company acceptable to the Town and authorized to do business in the State of North Carolina, such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims of damages because of bodily injury, occupational sickness or disease, or death of his employees; from claims for damages because of bodily injury and personal injury; and from claims for damage and destruction of tangible property, including loss of use resulting there-from – any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

The insurance shall be written for not less than the limits of liability specified below.

### **Automobile**

Bodily injury and property liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit – bodily injury and property damage combined.

### **Commercial General Liability**

Bodily injury and property damage liability as shall protect the Contractor and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operations of this Contracts, whether such operations are performed by the Contractor, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Contract and broad form property damage, explosion, collapse and underground property damage (XC&U). The coverage shall be on an occurrence basis.

**Workers' Compensation and Employers' Liability**

Shall meet the statutory requirement of the State of North Carolina, in an amount of \$100,000 each accident and disease – each employee and \$500,000 disease policy limit providing coverage for employees and owners.

The Town shall be named as an additional insured under the commercial liability insurance for operations or services rendered under this Contract.

At the time of execution of the Contract, the Contractor shall provide the Town with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be cancelled, allowed to expire, or be materially changed without giving the Town thirty (30) days advance written notice by registered mail.

The Contractor is advised that if any part of the work under this Contract is sublet, he shall require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Contractor from providing full insurance coverage on all phases of the Project, including any that are sublet.

When certain work is performed inside rights-of-way owned by railroads, North Carolina Department of Transportation or other agencies, both the Contractor and any subcontractors may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits established by that agency.

**MATERIALS AND EQUIPMENT STORAGE**

The Contractor shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the construction period. The Contractor shall restore the storage area to its original condition upon completion of the Project or upon such time as directed by the Engineer. Such restoration shall be at no additional cost to the Town.

The Contractor shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the Town responsible in any way for the occurrences of same. The Contractor shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Contractor shall obtain a release from the property owner of the storage area utilized for the Project.

**NOTICE TO PROCEED**

A Notice to Proceed will be issued to the Contractor upon receipt of a fully executed contract, bonds, insurance certificates, receipt of approval by other governmental agencies (if required) and any other documentation required by the Engineer.

**OSHA REQUIREMENTS**

The Contractor shall comply with OSHA 29 CFR Part 1926, Subpart P – Excavations, 29 CFR Part 1910.146, Permit-required confined spaces and all other applicable regulations.

**PERIODIC PAYMENTS**

The Town will make periodic payments based on the work progress estimates prepared by the Engineer and the payment request submitted by the Contractor on a monthly schedule established by the Engineer. Payment will be made within thirty (30) calendar days after receiving of a correct payment request.

For contracts less than \$50,000, partial payments may be made twice each month if, in the judgment of the Engineer, the amount of work performed is sufficient to warrant such payment. No partial payment will be

made when the total value of the work performed since the last partial payment, excluding mobilization, is less than \$1,000.00.

Payment requests and tax statements shall be submitted on the forms provided by the Town (see Tax Statement Submittal section of this contract).

The Contractor shall have a copy of his current payment request on the job site and it may be viewed by subcontractors upon request.

An amount equal to five percent (5%) of the total amount due on payment requests will be deducted and retained until fifty percent (50%) of the work has been completed. At this time, the Engineer may reduce the amount of retainage if, in his opinion, work has been progressing satisfactorily. Any reduction of retainage below five percent (5%) will be strictly at the discretion of the Engineer, and will require consent of surety. The full contract retainage may be retained if the manner of completion of the work and its progress do not remain satisfactory to the Engineer, or for other good and sufficient reason.

#### **PRE-CONSTRUCTION CONFERENCE**

A pre-construction conference will be scheduled as soon as practical after the award of the Contract. The Contractor shall attend the conference along with the prospective job superintendent, any anticipated major subcontractors and major material suppliers. A proposed progress schedule in a form satisfactory to the Engineer and a statement of the anticipated monthly progress payments showing the percent of progress each month shall be submitted.

The Contractor shall also provide at least two (2) local telephone numbers that may be used to contact the Contractor or his authorized representative in the event of an emergency after normal business hours. Upon receipt of the required documentation, a Notice to Proceed will be issued by the Engineer.

The Contractor shall provide the name of the Contractor's on-site representative who is an OSHA certified person for trenching and shoring and confined space entry.

#### **PROJECT CLOSEOUT DOCUMENTS**

The Contractor shall provide the following documents with the final pay request:

1. Contractor's Affidavit Release and Waiver of Claim
2. Contractor's Affidavit of Payment of Debts and Claims
3. State/County Sales/Use Tax Statement
4. Consent of Surety to Final Payment (contracts equal to or exceeding \$100,000) (AIA Document G707)

No final payment will be authorized until these documents have been properly completed and submitted by the Contractor.

#### **QUANTITY TICKETS**

All quantity tickets for items not measurable in place shall be submitted in duplicate to the Project Inspector within seventy-two (72) hours after receipt of the material on the job. Each ticket shall indicate the date, contractor, job location and name, type of material, quantity of material, truck number and signature of the Contractor or his authorized representative.

No tickets will be accepted after seventy-two (72) hours have elapsed between the time of delivery and the submittal of tickets to the Project Inspector.

### **SAWING EXISTING PAVEMENT**

Where asphalt or concrete (curb, sidewalk, roadway, driveways, parking lots, etc.) is to be removed, the Contractor shall provide a neat edge along the pavement being retained by sawing the pavement a minimum of 2" deep and 1' wide before breaking and removing adjacent pavement. Requirements of OSHA 3902-07R 2017 for dust and particle control shall be followed.

When the Contractor proposes to saw pavement more than one foot from the proposed pavement (curb, sidewalk, structure, etc.), the Contractor shall obtain approval from the Engineer prior to saw cutting and removing pavement.

The cost of sawing asphalt or concrete shall be considered incidental to the removal operation and shall be included in the unit price bid for Grading. The Contractor shall obtain all necessary permits prior to making any pavement cuts on existing streets.

### **SIDEWALK AND CURB CLEAN UP**

The Contractor shall have all related sidewalk and curb work completed within 10 days of placement, including but not limited to: Removal and disposal of construction debris, related grading to include fine grading, site restoration, seedbed preparation and dress up work, seeding and mulching, and final cleaning

### **STANDARD SPECIFICATIONS**

The January 2018 North Carolina Department of Transportation (NCDOT) Standard Specifications for Roads and Structures, herein referred to as the "NCDOT Standard Specifications," is part of the Contract Documents and incorporated herein by reference and can be found online at:

<https://connect.ncdot.gov/resources/Specifications/StandSpecLibrary/2018%20Standard%20Specifications%20for%20Roads%20and%20Structures.pdf>

### **SUBLETTING**

The Engineer reserves the right to waive the subcontracting limits set forth in Article 108-6 of the Standard Specifications whenever it is deemed to be in the best interest of the Town. The limits can be waived only upon written approval from the Engineer.

### **SUBSURFACE INVESTIGATION**

The Contractor shall make his own subsurface investigations.

### **TAX STATEMENT SUBMITTAL**

All tax statement bodies and all signatures must be original. Photocopies of blank forms may be used, provided the document containing the information is original.

All tax statements must be signed by the Contractor/subcontractor's company officer submitting the statement and certified by a Notary Public. All tax statements must list in detail taxes paid by individual invoice. No lump sum, running total, or copies of previously reported statements will be accepted. Tax statements shall show North Carolina tax and Gaston County tax paid.

A tax statement showing detailed amounts with "amounts previously reported" noted on the face will be accepted if they are original. This is the equivalent of a statement indicating "no taxes paid this period." All subcontractors for whom tax statements are included must be certified as such on the face of the Contractor's tax statement.

Tax statements (the State/County Sales/Use Tax Statement form) must always accompany a payment request for the related project. All final construction payment requests must have a final tax statement regardless of

whether any taxes have been paid during the period in question. If no taxes have been paid, the detail page should simply state "0", "None", or "No taxes paid this period."

#### **TAXES AND LICENSES**

North Carolina sales and/or use taxes are applicable to purchases of building materials and other tangible personal property by Contractors for use in performing Town contracts (see Tax Statement Submittal section of this contract). Use tax is also due on construction equipment brought into North Carolina for use in the performance of Town contracts (N.C. Revenue Laws, G.S. 105-164.4 and G.S. 105-164.6). Contractors are liable for payment of applicable franchise, corporate income, license and withholding taxes (N.C. Revenue Laws, G.S. 105-122, G.S. 105-123, G.S. 105-163.2).

#### **TERMINATION BY THE TOWN FOR CAUSE**

1. The Town may terminate the Contract if the Contractor:

Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;

Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

Otherwise is guilty of substantial breach of a provision of the Contract Documents.

2. When any of the above reasons exist, the Town, upon certification by the Engineer that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Town and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

Take possession of the site and all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor;

Accept assignment of subcontracts; and

Finish the work by whatever reasonable method the Town may deem expedient. Upon request of the Contractor, the Town shall furnish the Contractor a detailed accounting of the costs incurred by the Owner in finishing the work.

3. When the Town terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the work is finished.

The Town Engineer shall have authority to terminate the Contract without additional authorization by Town Council.

4. If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, including compensation for the Engineer's services and expenses made necessary thereby, and other damages incurred by the Town and not expressly waived, such expenses shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Town. The amount paid to the Contractor or the Town, as the case may be, shall be certified by the Engineer, upon application, and this obligation for payment shall survive the termination of the Contract.



**TERMINATION BY THE TOWN FOR CONVENIENCE**

1. The Town may, at any time, terminate the Contract for the Town's convenience and without cause. Upon written notice from the Town of such termination for the Town's convenience, the Contractor shall:

Cease operations as directed by the Town in the notice;

Take actions necessary, or that the Town may direct, for the protection and preservation of the work; and

Except for the work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

2. The Town Engineer shall have authority to terminate the Contract without additional authorization by Town Council.
3. In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit for the completed work.

**TREE PROTECTION**

All tree root systems shall be protected during all phases of construction. There will be no separate measurement or payment for this work.

## **PROJECT SPECIAL PROVISIONS**

### **CONTRACT PERIOD**

The Contract period will begin upon the issuance of the Notice to Proceed and will extend **60** calendar days thereafter.

### **LIQUIDATED DAMAGES**

Liquidated Damages will be assessed at the rate of **\$1,200** per calendar day for failure to complete the Project within the Contract Period.

### **LOCATION OF THE PROJECT**

See the "Location Map" on the cover sheet of the Construction Plans.

### **CONTRACT ADDITIONS**

The Town reserves the right to add additional projects to be performed under this Contract up to 50% of the contract amount with or without consent of the Contractor, thereby increasing the estimated quantities of work shown in the Proposal. Additions beyond 50% of the contract amount shall be approved by both the Town and the Contractor. Payment for said additional work will be based on unit prices submitted in the Proposal. The maximum total increase in cost of the additional work will not exceed 100% of the cost of the original bid amount as based on the estimated quantities in the Proposal. Any and all additions to this Contract will be subject to all of the terms and conditions of this bid.

### **ANTICIPATED WORK SCHEDULE**

The Contractor will be required to provide a schedule for the work to be performed. The goal of this project is to complete all construction activities by September of 2024. The formal start date for the project will be established with a Notice to Proceed after contract award.

### **ASPHALT BINDER FOR PLANT MIX**

Asphalt Binder for Plant Mix will be measured and paid for in accordance with NCDOT Standard Specification Section 620. Adjustments will be made to the payments due the Contractor for each grade of asphalt binder when it has been determined that the monthly average terminal F.O.B. Selling Price of asphalt binder, Grade PG 64-22, has fluctuated from the Base Price Index for Asphalt Binder included in the contract. The Base Price Index for Asphalt Binder for this contract is established at **\$591.88 as of March 1, 2024**.

### **ADJUSTMENT OF VALVE BOXES AND MANHOLES**

The Contractor's attention is directed to Article 858-3 of the NCDOT Standard Specifications. Cast iron or steel fittings will not be permitted for the adjustment of manholes and valve boxes on this project.

Payment for manhole and valve box adjustments will be made at the contract unit price per each (EA) for "Adjustment of Manhole" or "Adjustment of Valve Box" respectively.

Traffic shall be diverted around raised structures until completion of the work. Traffic control shall be as described elsewhere in these Special Provisions. The outside edge of raised structures shall be painted with orange paint to warn oncoming traffic.

Concrete placed around raised structures shall be high-early strength concrete. After adjusting structures to final grade, any material required to be excavated adjacent to the structure shall be replaced with concrete.

Structures exposed more than 2" by raising or milling operations shall have a temporary asphalt ramp placed around the structure (maximum slope 1/2"/ft). The temporary asphalt shall be removed just prior to final paving. Payment for temporary asphalt ramps shall be included in the unit price for adjusting the structure as described in Section 858.

**Concrete Finishing and Curing:** This assumes that the concrete has been mixed at the plant as per the manufacturer's recommendation for the use and strength required per plans. For placement of concrete in sub-freezing temperatures, Sika Rapid-1 may be used to speed finishing and curing times as per ACI 306, Standard Specifications for Cold Weather Concreting. Proper maintenance of curing temperature will be the responsibility of the contractor with the approval of the field engineer. Insulation blankets will be required in most cases. Test cylinders, if required, must be stored under the insulation blankets.

#### **PAVEMENT RESURFACING AND PAVEMENT MARKINGS**

Pavement resurfacing will not be allowed between the hours of 8:00 p.m. and 8:00 a.m. Resurfacing may be allowed on weekends or holidays with prior approval from the Town.

Temporary pavement markings shall be in place prior to lane openings. Temporary pavement markings for resurfacing activities shall be considered incidental to the paving operations with no separate payment.

## **SPECIAL PROVISION PAY ITEMS**

### **SP-1, COMPREHENSIVE GRADING**

#### **1.1 DESCRIPTION**

This item shall include all elements of work covered by the referenced NCDOT Specifications and the numbered Additional Specifications provided herein.

#### **NCDOT Specifications**

200, "Clearing and Grubbing"

225, "Roadway Excavation"

230, "Borrow Excavation"

235, "Embankments"

250, "Removal of Existing Pavement"

260, "Proof Rolling"

340, "Pipe Removal"

412, "Unclassified Structure Excavation"

500, "Fine Grading, Sub-grade, Shoulders and Ditches"

560, "Shoulder Construction"

1530, "Abandon or Remove Utilities"

#### **Additional Specifications**

##### **Mail Boxes and Site Amenities**

Remove, protect, and reset mail boxes and site amenities. The Contractor shall keep mailboxes in service at all times and allow / provide for other services, including but not limited to trash pickup.

##### **Removal and Disposal of Existing Infrastructure**

Concrete curb, sidewalk, miscellaneous concrete, asphalt, driveways, pads, slabs, walls, structures, catch basins, manholes, etc. within the construction limits as shown on the plans and any additional infrastructure removal identified by the Contractor's means and methods shall be included in this item.

##### **Shoring**

The Contractor shall be responsible for all shoring to include means, methods, materials and engineering needed to construct the project.

##### **Saw Cutting**

All saw cutting required to build the Project. Where asphalt or concrete (curb, sidewalk, roadway, driveways, parking lots, etc.) is to be removed, the Contractor shall provide a neat edge along the pavement being retained by sawing the pavement a minimum of 2" deep and 1' wide before breaking and removing adjacent pavement. When the Contractor proposes to saw pavement more than one foot from the proposed pavement (curb, sidewalk, structure, etc.), the Contractor shall obtain approval from the Engineer prior to saw cutting and removing pavement. The cost of sawing asphalt or concrete shall be included in this item.

##### **Final Seeding and Mulching**

All permanent seeding and mulching required to complete the project in accordance with the plans and specifications shall be included in this item.

#### Curb Clean-up

The Contractor shall have all related curb work completed within ten (10) days of placement, including but not limited to 1) removal and disposal of construction debris; 2) related grading to include fine grading; 3) site restoration; 4) seedbed preparation and dress up work; 5) seeding and mulching; and 6) final cleaning.

#### Tree Protection

The Contractor shall provide tree protection as shown on the plans, including any pruning which shall be performed by a certified arborist in accordance with proper arboricultural standards, and any additional Tree Protection identified by the Contractor's means and methods shall be in accordance with the Town "Landscape Construction Standards" Tree Preservation and Protection, Section 01000 and included in this item.

#### Tree and/or Stump Removal and Disposal

As shown on the plans and any additional tree and/or stump removal identified by the Contractor's means and methods shall be included in this item. Trees to be removed shall be approved by the Engineer prior to removal.

#### Utility Pipe/Conduit Removal and Disposal

Existing public or private utility pipe / conduit, subsurface and shoulder drain pipe removal and disposal as shown on the plans and any additional utility pipe / conduit removal identified by the Contractor's means and methods shall be included in this item.

#### Property Access

All labor and materials required to maintain access to properties during construction as directed by the Engineer.

#### Local Drains

The Contractor shall be responsible for locating and maintaining/restoring the function of the outfall of any french drains, roof drains, basement drains, or foundation drains in the work area. The Contractor shall be aware that there may be such items not identified in the construction documents. As directed by the Town's Construction Inspector, the Contractor shall tie all such items into the nearest structure to which gravity flow may be established using materials conforming to Section 1044-6 of the NCDOT Standard Specifications.

The contract unit price for *Borrow Excavation* as described above will be full compensation for furnishing, transporting, handling, placing, compacting, and maintaining borrow material. Unless otherwise directed by the Engineer, there will be no separate payment for borrow material above the select bedding and backfill materials included in the cost of the installed pipe, which exceeds the following extents:

#### Borrow Excavation

##### Storm Drainage

##### Pipe

- Horizontally – the outer diameter of the pipe plus three feet;
- Vertically – from the top of the select backfill material to the ground line, as illustrated in NCDOT 300.01;

##### Structures

(Includes but not limited to: headwalls, drainage structures (catch basins, drop inlets, risers, etc.), flared end sections, retaining walls, etc.)

- Vertically – to the ground line elevation as shown on the plans or details;

- Horizontally – two (2) feet from each exterior surface (outer wall of the structure or footer whichever is further)

Material used for the contractor’s means and methods outside of these trench limits shall meet the material requirement and will be at the contractor’s expense.

## 1.2 MEASUREMENT

There will be no separate measurement made for Comprehensive Grading.

## 1.3 PAYMENT

For the above-referenced NCDOT sections and numbered Additional Specifications, there will be no direct measurement, payment or compensation, all cost incurred to complete the work as specified shall be included in the Lump Sum price bid for “Comprehensive Grading”.

There will be **no separate measurement or payment** for the items listed or referenced in this specification.

Payment will be made under:

**COMPREHENSIVE GRADING .....LS**

## **SP-2, EARTHWORK, EXCAVATION, UNSUITABLE MATERIALS, AND BACKFILL MATERIALS**

### 2.1 DESCRIPTION

Earthwork shall be performed to the lines and grades indicated on the plans. The work shall include excavation, furnishing, placement, compaction, and satisfactory disposal of all materials encountered within the limits of the Work necessary for the construction of the Project.

All excavated materials that are not required for the Project or are unsuitable for fills shall be considered as waste and shall be hauled off the site at the Contractor’s expense.

### 2.2 MATERIALS

Provide foundation conditioning geotextile in accordance with Article 1056-2 for Type 2 geotextile.

Provide borrow material in accordance with Article 1018.

### 2.3 MEASUREMENT AND PAYMENT

There will be no direct payment for earthwork, excavation, unsuitable materials, and backfill materials described in this special provision. Payment will be made at the contract unit prices for the various items covered by sections 226 *Undercut Excavation*, 300 *Pipe Installation*, 305 *Drainage Pipe*, 310 *Pipe Culverts*, SP-1 *Comprehensive Grading*, and SP-4 *Borrow Excavation*.

### **Unsuitable Material**

Unsuitable material shall be defined as any and all unsuitable materials regardless of its nature. Unsuitable Material not incorporated into the Project shall be removed, hauled, and disposed by the Contractor only as authorized by the Engineer. Stockpiled Unsuitable Material shall be disposed of no less than once per week.

### **Proposed Project Subgrade, other than Pipe Culvert Trench Subgrade**

Unsuitable material ***below*** the proposed project sub-grade, including but not limited to below the invert of an open channel or bottom of detention facilities, shall be removed, measured, hauled, disposed of, replaced, and paid for under NCDOT Section 226, *Undercut Excavation*.

Unsuitable material **above** the proposed project sub-grade shall be removed, hauled, and disposed of at no additional cost to the Town.

#### Proposed Pipe Culvert Trench Subgrade

Unsuitable material **below** the proposed project pipe culvert trench subgrade within the approved trench excavation limits for storm drainage pipe and storm drainage culvert (including but not limited to box culverts, oval pipe culverts and three-sided culverts/bridges) shall be removed, measured, hauled, disposed of, replaced, and paid for in accordance with Section 300-9 (B) *Foundation Conditioning Material* and Section 300-9 (C) *Foundation Conditioning Geotextile*.

Unsuitable material **above** the proposed pipe culvert trench sub-grade shall be removed, hauled, disposed of at no additional cost to the Town.

#### Bedding and Backfill

Pipe (including round, elliptical, etc.)

There will be no separate measurement or payment for select bedding and select backfill material required in the installation of pipe as illustrated in NCDOT 300.01. All bedding and select backfill material will be included in the cost of the installed pipe.

When local material meeting the requirements for the select bedding and backfill is approved for use by the Engineer, no deductions in the cost of pipe culvert will be made. Local material is defined as material generated on the project site or within the project limits.

#### Outside of the Proposed or Existing Roadway

Pipe (including round, elliptical, etc.)

For pipe located outside the existing or proposed roadway, including beneath the proposed curb and gutter or between road ditch lines, the Contractor shall use local suitable material from the elevation of the select backfill material included in the cost of the installed pipe to the finished grade or subgrade.

When local suitable material is not available to complete the backfill of the pipe culvert trench, the Contractor shall use borrow material in accordance with SP-4, *Borrow Excavation*.

Do not use *Borrow Excavation* material until all local suitable material has been incorporated into the Project. There shall be no measurement or payment made for *Borrow Excavation* material brought to the site at the Contractor's convenience.

#### Other

No separate measurement or payment will be made for any other excavation, furnishing, placement, compaction or satisfactory disposal of material encountered within the limits of Work necessary for construction of the Project. All other earthwork shall be considered incidental to the Project and paid for in *Comprehensive Grading*, unless noted elsewhere in the Contract Documents.

### SP-3, MATERIALS TESTING ALLOWANCE

#### **3.1 DESCRIPTION:**

A Materials Testing Allowance is included as a line item in the itemized proposal. The Materials Testing Allowance may only be used by the Contractor upon written instructions from the Engineer. Any portion of the Materials Testing Allowance remaining at the end of the contract will revert to the Town. The Town reserves

the right to change the Materials Testing Allowance amount prior to award. The material tests are to be completed at an independent testing laboratory that will be designated by the Town prior to construction. Any costs for materials testing exceeding the allowance in the contract must be executed by written change order, with the appropriate authorized signatures.

The Contractor shall remain responsible for conducting and payment for asphalt and concrete quality control tests as required by the Standard Specifications. The intent of this special provision is to cover the costs for field tests such as subgrade and asphalt densities and concrete compressive strength.

**3.2 MEASUREMENT AND PAYMENT:**

Costs for material tests specifically requested by the Town shall be included with the scheduled monthly pay requests. Costs for testing will be reimbursed at the actual costs of the test as shown on the detailed invoice from the testing firm. Invoices must be marked as “Paid” to be approved for reimbursement.

Payment will be made under:

**MATERIALS TESTING ALLOWANCE .....PER APPROVED INVOICE**

**SP-4, TRAFFIC CONTROL**

**4.1 DESCRIPTION**

**Protection for Construction Staking**

The Contractor is responsible for providing, placing, maintaining and removing upon completion, all traffic control devices necessary for the protection of survey crews performing construction staking requested by the Contractor for construction of this project when any offset, reference points, benchmark or any other control point is within the travel lane of any roadway, drive, parking lot or other area where vehicles could endanger or obstruct the survey crew.

**Beginning Work and Street Closings**

The Contractor is responsible for notifying the Public Works Director (Chip Hill: 704-651-3339) in accordance with Sections “ Approval and Notification Requirements for Work in the Public Right-Of-Way” and “Notifications for complete Roadway Closure” of the Work Area Traffic Control Handbook (WATCH) of any work where the number of travel lanes is reduced from normal conditions.

The Contractor shall install advance warning signs for the Project. These signs shall be in place for one week before construction activity begins. The Contractor shall begin construction activity on a street on the scheduled date for the closing of the travel lane.

During daily construction work hours, the Contractor will maintain at least one lane of traffic. During periods of construction inactivity, all lanes of traffic will be open unless otherwise shown on the plans or noted in the specifications.

**Right-of-Way Use Permit**

The Contractor will not be responsible for obtaining the Right-of-Way Use Permit(s) from the Town for approval to work in the streets rights-of-way in Pineville. The permit(s) will be obtained by the Town’s Public Works department.

**Traffic Control Plan**



Traffic control will be performed by the Contractor based upon the Traffic Control Special Provisions. The Traffic Control Special Provisions may refer to plan sheets for major work items or details in the WATCH, or both.

The Contractor shall be thoroughly familiar with the current edition of the WATCH. All traffic control devices and procedures shall conform to the requirements of the WATCH, the current edition of the Federal Highway Administration (FHWA) *Manual on Uniform Traffic Control Devices* (MUTCD), the current edition of the North Carolina Department of Transportation (NCDOT) Supplement to the *Manual on Uniform Traffic Control Devices for Streets and Highways*, the NCDOT Roadway Standard Drawings and the current edition of the NCDOT Standard Specifications for Roads and Structures.

Under no circumstances shall the WATCH requirements be less restrictive than what is required by the MUTCD or NCDOT Supplement to the MUTCD. Any requirements prescribed by the MUTCD or amendments by the NCDOT Supplement to the MUTCD will supersede the requirements of the WATCH should conflict arise.

The Contractor shall maintain the traffic control as described herein unless the Contractor submits an alternate traffic control plan to the Engineer and it is approved by the Engineer. The Engineer may direct the Contractor to modify the traffic control if, in the Engineer's opinion, traffic is not moving safely or efficiently.

Traffic Control Phasing for this project shall be in accordance with the Traffic Control Plans and the reference diagrams from the WATCH. The contractor shall adhere rigidly to these plans and diagrams. If these diagrams are not typical for field conditions, the diagrams may be combined or altered upon approval of the Engineer. The standards and diagrams are the minimum required. Additional signs, cones, drums, barricades and warning devices may be used, but at no time will less than what is specified on the plans, in the standards, and on diagrams be acceptable.

#### **Maintenance of Traffic**

The Contractor shall maintain all travel lanes in accordance with the Traffic Control Plan sheets, and the WATCH diagrams referenced in the Traffic Control Phasing.

Construction or maintenance work that involves closure of a lane of traffic will not be allowed during the peak flow hours as described in Section "Peak Flow Hours" of the WATCH, unless otherwise specified in the Contract Documents.

The Contractor shall use flagger control in accordance with the WATCH diagrams referenced in the Traffic Control Phasing and with Sections "Flagging Procedures", "Duration of Work", and Temporary Traffic Control Zone Devices" of the WATCH.

In areas of drop-offs and low shoulders, the Contractor shall backfill up to the edge and elevation of the existing pavement in accordance with Section "Miscellaneous Considerations, DROP-OFFS AND LOW SHOULDERS" of the WATCH.

The Contractor will be required to maintain ingress and egress to all businesses and dwellings, and easy access to fire hydrants in accordance with Section "Miscellaneous Considerations, INGRESS AND EGRESS" of the WATCH.

The Contractor shall not work on both sides of the road simultaneously within the same area.

The Contractor shall provide adequate drainage under driveways and within the Project area for the duration of the Project.

The Contractor shall mark all hazards within the Project limits with well-maintained signs, barricades, warning and/or channelizing devices.

**Traffic Control Devices**

The Contractor shall furnish, install, operate, relocate, maintain and remove all temporary traffic control devices necessary for controlling traffic in accordance with the WATCH.

**Pedestrian Considerations**

The Contractor shall accommodate the needs of all pedestrians in accordance with Section “Pedestrian Considerations” of the WATCH.

**Equipment and Material Storage**

During periods of construction inactivity, all construction materials and equipment shall be stored by the Contractor as specified in Section “Miscellaneous Considerations, STORAGE OF EQUIPMENT AND MATERIALS” of the WATCH.

**Excavation and Trenches**

Excavations and trenches that cannot be properly backfilled and patched prior to the end of the workday shall be secured as specified in Section “Excavations and Trenches” of the WATCH.

**4.2 MEASUREMENT**

There will be no separate measurement made for Traffic Control.

**4.3 PAYMENT**

Traffic Control will be paid at the lump sum price for “Traffic Control”. This payment will be full compensation for all elements of work required to complete the Project as specified.

Partial payments will be made as follows:

- 25% of the lump sum price on the first partial payment estimate made after any work has been performed on the item of “Traffic Control”.
- 25% of the lump sum price on the first partial payment after work is 25% complete.
- 25% of the lump sum price on the first partial payment after work is 50% complete.
- 25% of the lump sum price on the first partial payment after work is 100% complete.

Payment will be made under:

**TRAFFIC CONTROL .....LS**

**SP-5, ROCK REMOVAL**

**5.1 DESCRIPTION**

Work covered by this special provision consists of the removal and disposal of rock encountered within the construction limits.

**5.2 CONSTRUCTION METHODS**

Rock shall be defined as any subsurface material (except foundations and pavements) which cannot be excavated by a backhoe, or track hoe which is capable of producing 31,000 pounds of curling force.

When rock is encountered, the Engineer shall be notified to:

- verify that the material cannot be removed as defined above or incorporated into the project feature

- determine the measurement limits

Removal methods include, but are not limited to, drilling, pneumatic hammering, blasting, etc. or as directed by the Engineer.

Blasting shall be performed as specified in Article 220-3 of the Standard Specifications.

Disposal shall be in accordance with Section 802 in the Standard Specifications.

### 5.3 MEASUREMENT

The quantity of rock removal to be paid for will be the actual number of cubic yards of rock, measured in its original position and computed by the average end area method, which has been removed and disposed of.

Measurements for the determination of actual quantities of rock removed shall be computed as described below or as directed by the Engineer:

#### **Storm Drainage**

Pipe

- Horizontally – as illustrated in NCDOT 300.01;
- Lower Limit – as illustrated in NCDOT 300.01

#### **Structures**

*(Includes but not limited to: headwalls, drainage structures (catch basins, drop inlets, risers, etc.), rip rap aprons, flared end sections, retaining walls, etc.)*

- To the subgrade elevation as shown on the plans or details;
- Horizontally – two (2) feet from each exterior surface (outer wall of the structure or footer; boulder or rip rap extents, as approved for stream structures and rip rap aprons)

#### **Roadways, Yards, Etc.**

- Two (2) feet below finished grade;

There will be no measurement of quantities of rock removed beyond these limits. Where the Engineer makes a recommendation for incorporating the encountered rock material into the project feature, there shall be no separate payment for incorporating the in situ rock into the project feature.

### 5.4 PAYMENT

The quantity of rock removal, measured as provided above, will be paid for at the contract unit price per cubic yard for "Rock Removal." Such payment will be full compensation for all work covered by this special provision including but not limited to drilling, pneumatic hammering, blasting (including complying with Article 220-3 of the Standard Specifications), excavating, and disposing of rock encountered within the pay limits of the project.

Payment will be made under:

**ROCK REMOVAL.....CY**

**SP-6, SIDEWALK FLUME**

**6.1 DESCRIPTION**

The work covered by this special provision applies to the construction of a Non-standard Drainage Structure – Sidewalk Flume. At locations shown in the plans, construct concrete sidewalk flumes, concrete curb, handrail, flume cover and Class B riprap pad in accordance with the details in the plans.

**6.2 CONSTRUCTION METHODS AND MATERIALS**

Use materials meeting the requirements of the NCDOT 2018 Standard Specifications except that ALL concrete used for streets, curb and gutter, sidewalks and drainage structures, etc. shall have a minimum compressive strength of 3600 PSI at 28 days. This requirement shall be provided regardless of any lesser compressive strength specified in the NCDOT 2018 Standard Specifications.

**6.3 MEASUREMENT AND PAYMENT**

Each concrete flume, concrete curb, handrail, flume cover and Class B riprap pad completed and accepted will be paid at the contract unit price per each for Sidewalk Flume. Such price and payment will be full compensation for all materials, labor, equipment, tools, removing and disposing of any temporary slope drains, and any other incidentals necessary to complete the work satisfactorily.

The concrete curb and ditch outside the pay limits of the flume will be measured and paid in accordance with of the NCDOT 2018 Standard Specifications.

Payment will be made under:

**SIDEWALK FLUME.....EA**

## **SP-7, EROSION CONTROL**

### **7.1 DESCRIPTION**

This item shall include all elements of work covered by the referenced NCDOT Specifications and the numbered Additional Specifications provided herein.

#### **NCDOT Specifications**

1605, "Temporary Silt Fence"  
1606, "Special Sediment Control Fence"  
1607, "Gravel Construction entrance"  
1610, "Stone for Erosion Control"  
1615, "Temporary Mulching"  
1620, "Temporary Seeding"  
1630, "Construction and Maintenance of Silt Detention Devices"  
1632, "Rock Inlet Sediment Trap"  
1633, "Temporary Rock Silt Checks"  
1634, "Temporary Rock Sediment Dams"  
1640, "Coir Fiber Baffle"  
1660, "Seeding and Mulching"  
1661, "Repair Seeding"  
1662, "Supplemental Seeding"  
1664, "Sodding"  
1665, "Fertilizer Topdressing"  
1670, "Planting"

#### **Additional Specifications**

##### **Erosion Control**

Includes but is not limited to furnishing, installing, and maintaining silt fence, diversion ditches, rock inlet sediment traps, rock pipe sediment trap, silt sacks, all stone for erosion control, rock check dams, block and gravel and inlet protection, catch basin inlet protection, temporary rock construction entrances, silt basins, and all other erosion control measures required by, the plans, current ordinances, project permitting, and the Contractor's means and methods. The contractor shall remove all erosion control measures as directed by the Engineer.

##### **Seeding and Mulching**

All temporary seeding and mulching required to complete the project in accordance with the plans and specifications shall be included in this item.

### **7.2 MEASUREMENT**

There will be no separate measurement made for Erosion Control.

### **7.3 PAYMENT**

For the above-referenced NCDOT sections and numbered Additional Specifications, there will be no direct measurement, payment or compensation, all cost incurred to complete the work as specified shall be included in the Lump Sum price bid incidental to "Erosion Control".

There will be **no separate measurement or payment** for the items listed or referenced in this specification.

Partial payments will be made as follows:

- 25% of the lump sum price on the first partial payment estimate made after any work has been performed on the item of "Erosion Control".
- 25% of the lump sum price on the first partial payment after work is 25% complete.
- 25% of the lump sum price on the first partial payment after work is 50% complete.
- 25% of the lump sum price on the first partial payment after work is 100% complete.

Payment will be made under:

**EROSION CONTROL .....LS**

## **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROVISIONS**

The following provisions are applied to this contract as requirements of CDBG funding. Additional details regarding this funding program and associated requirements can be found in Attachment A.

1. Compliance with Executive Order 11246 - During the performance of this Contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant because of race, creed, color, age, sex, handicap or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, age, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor will, in all solicitations or advertisements for employees place by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, handicap or national origin.
  - c. The Contractor will send to each labor Mecklenburg or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor Mecklenburg or worker's representatives of commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or a veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor. No segregated facilities will be maintained as required by Title VI of Civil Rights Acts of 1964.
  - f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his book, records, timecards, and accounts by the administering agency and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations and orders.
  - g. In the event of the Contractor's non-compliance with the non-discriminatory clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further grantee contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11236 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order, of the Secretary of Labor, or as otherwise provided by law.
  - h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section

- 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
2. Section 110, Chapter 69, Title 42, Housing and Community Development Act of 1974 (42 USC 5310) provides that "All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 USC 276a-276a-5): Provided that this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units."
  3. Davis-Bacon Act (DBA) (40 USC 276A-276A-5) provides that contracts in excess of \$2,000 to which the United States is a party for the construction, alteration, and/or repair, including painting and decorating of public buildings or public works, which involve the employment of laborers and/or mechanics, shall contain provisions with respect to minimum wages, fringe benefits, payments without deductions or rebates, withholding funds from contractors to ensure compliance with the wage provisions, and termination of the contract or debarment for failure to adhere to the required provisions.
  4. Contract Work Hours and Safety Standards Act (CWHSSA) (40 USC 327-333). CWHSSA provides that work in excess of 40 hours per week shall be compensated for at rates not less than one and one-half times the basic rate of pay. CWHSSA applies to both direct federal contracts and indirect federally assisted contracts except where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA also applies to maintenance laborers and mechanics employed by public housing authorities.
  5. Copeland Act (Anti-Kickback Act) (40 USC 276c) makes it a criminal offense for any person to induce, by any manner whatsoever, any person employed in the construction, prosecution, completion, or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he/she is entitled under his contract of employment. The Act also requires contractors on covered projects to submit weekly a "Statement of Compliance" certifying that the contract has paid the required wages.
  6. Fair Labor Standards Act of 1938, as Amended (FLSA), (29 USC 201, et.seq.) establishes minimum wage, overtime pay (40-hour workweek), recordkeeping, and child labor standards. When prevailing rates apply, in general all the above statutory provisions apply except to the rehabilitation of residential property only if such property contains no less than eight (8) units.
  7. Audit, Inspection, and Retention of Records - The Contractor shall permit the Owner, Mecklenburg County, the U.S. Department of Housing and Urban Development, the U.S. Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives, to inspect and audit any books, documents, papers, and records of the Contractor which are directly pertinent to the Contractor's performance under this Contract until the expiration of three (3) years after the Owner makes final payment under this Contract and all other pending matters are closed. Failure of the Contractor to produce or have available these records may result in debarment.
  8. Energy Efficiency - The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
  9. Violation or Breach of Contract - If any party violates or breaches any term of this Contract, such violation or breach shall be deemed to constitute a default, and the other parties have the right to seek such administrative, contractual or legal remedies as may be suitable to the violation or breach; and, in addition, if any party, by reason of any default, fails within fifteen (15) days after notice thereof by



another party to comply with the conditions of the Contract, the party having provided such notice may terminate this Contract.

10. Termination for Default or Convenience

- a. The Owner may terminate this Contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including Contract closeout costs and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid to the Contractor. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same, and dispose of it in the manner the Owner directs. The parties agree that the Owner shall not be liable for the cost of the Contractor doing business, his overhead, or salaries if this Contract is terminated.
- b. If the Contractor fails to perform in the manner called for in this Contract, or if the Contractor fails to comply with any other provisions of this Contract, the Owner may terminate this Contract for default. Termination shall be effected by serving a "Notice of Termination" on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for services performed in accordance with the manner of performance set forth in this Contract.
- c. In the event of a strike, fire, flood, or events which are not the fault of the Contractor, or events that make it impossible or impractical for the Contractor to complete said work on schedule, the Owner, after establishing a new performance schedule, may allow the Contractor to continue work, or may treat the said events as a termination for convenience.

11. Subcontracts

- a. The Contractor shall not subcontract any work to be performed under this Contract to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
- b. The provisions enumerated herein (including Exhibits) shall be applied to and physically be made a part of any and all subcontracts entered into by the Contractor for the performance of any part of the work of this Contract. The Contractor shall notify the Owner and the Mecklenburg County in writing prior to executing such subcontracts so that a pre- construction conference may be scheduled with the subcontractor and Owner to review applicable contract provisions.

12. Section 3 Clause (Applicable if Contract amount exceeds \$200,000)

- a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed too low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR part 135 regulations.
- c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a

- notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
  - e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
  - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
  - g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

13. Environmental Protection (Applicable if Contract amount exceeds \$100,000) - The Contractor shall comply with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Build America, Buy America (BABA) Act: On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference, the Buy American Preference (BAP), for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance (FFA) from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note, unless covered by a waiver. The BAP is applicable now to iron and steel used in covered CDBG projects, i.e. for projects using funds obligated on or after November 15, 2022.

## **WATER AND SANITARY SEWER STANDARD SPECIFICATIONS**

As of January 1, 2015, the Charlotte-Mecklenburg Utility Department changed its name to Charlotte Water (CLT Water). For purposes of this article, the terms Charlotte-Mecklenburg Utility Department, CMUD, and Charlotte Water shall be considered synonymous and interchangeable as required by the context.

The Contractor will be required to obtain Charlotte Water's Water and Sewer Policies, Procedures, Standards and Specifications or "Design Manual" which contains the standard specifications and details for water and sewer construction.

The work covered by these specifications consists of constructing various utilities as required by the plans and provisions herein or as directed by the Engineer. The Contractor shall furnish any and all materials, labor, equipment, and incidentals necessary to complete the proposed utility work.

## **CHARLOTTE WATER DESIGN MANUAL**

The Contractor is hereby advised that the Material Specifications, Detailed Specifications, Erosion Control Specifications, and Standard Details as referenced in the Charlotte Water Design Manual, dated July 27, 1995, are made a part of this contract by reference. A copy of the Design Manual will need to be available to the Contractor on each job site at all times. The Design Manual is currently available on Compact Disk (PC compatible) in Adobe Acrobat PDF format only upon request, and copies are available free of charge from the Engineering Division of Charlotte Water. The Design Manual, with all pertinent revisions may be found online at:

<https://www.charlottenc.gov/water/DevelopmentProjects/Design-Manual>

## **REVISIONS TO THE CHARLOTTE WATER DESIGN MANUAL**

Paragraph A. Handling and Storage of Materials, Page XIV-20 of the Water Specification/Details (DS) and Paragraph A. Handling and Storage of Materials, of the Charlotte Water Design Manual shall be replaced with the following:

### **Handling and Storage of Materials**

The Contractor shall be responsible for the safe storage of materials furnished by or to him, and accepted by him and intended for the work, until they have been incorporated in the completed project. The interior of all pipe, manholes and other accessories shall be kept free from dirt and foreign materials at all times.

1. Transportation of Materials and Equipment: The Contractor and his Suppliers are directed to contact the North Carolina Department of Transportation to verify axle load limits on State maintained roads (and bridges) which would be used for hauling of equipment and materials for this contract. The Contractor and his Suppliers shall do all that is necessary to satisfy the Department of Transportation requirements and will be responsible for any damage to said roads which may be attributed to this project.

All materials required to construct this project shall be furnished by the contractor shall be delivered and distributed at the site by the Contractor or his material supplier.

2. Loading and Unloading Materials: Ductile iron pipe and cast-iron accessories shall be loaded and unloaded by lifting with hoists or skidding so as to avoid shock or damage. Concrete pipe, clay pipe, PVC pipe and precast manholes will be unloaded with hoists and/or as recommended by the respective manufacturers. Under no circumstances shall such materials be dropped. Pipe handled on skidways shall not be skidded or rolled against pipe already on the ground.
3. Responsibility for Materials on Site: In distributing the material at the site of the work, each piece shall

be unloaded opposite or near the place where it is to be laid in the trench. Each piece shall be redundantly chocked at each end to prevent movement or rolling. Pedestrian or vehicular traffic shall not be unduly inconvenienced in placing of material along the streets or right-of-way, as applicable.

The Contractor will string in advance no more than the amount of pipe and material that can be installed within two (2) weeks unless approved by the Engineer. All the materials shall be placed in such a manner as not to hinder access, endanger or impede traffic, create a public nuisance or endanger the public.

Materials strung through residential areas (or any area with maintained lawns) shall be placed in such a manner as not to restrict normal lawn maintenance, and must either be installed within two (2) weeks or removed to an approved storage yard, as required by the Engineer.

4. Material and Equipment Storage Sites: The Contractor will be responsible for locating and providing storage areas for construction materials and equipment. Unless prior written consent from the owner of the proposed storage area is received by this Department, the Contractor will be required to store all equipment and materials within the limits of the project site. The materials and equipment storage shall comply with all local and state ordinances throughout the construction period.
5. Care of Coatings and Linings: Pre-cast manholes, pipe and fittings, including rings and covers, steps, straps, etc., shall be so handled that the coating or lining will not be damaged. If, however, any part of the coating or lining is damaged, the repair shall be made by the Contractor at his expense in a manner satisfactory to the Engineer.

Paragraph G.1  $\frac{3}{4}$ " - 1" WATER SERVICES - Meter Yoke Assembly, Page XIV-10 of the Water Specification and Details shall be replaced with the following:

**$\frac{3}{4}$ " - 1" Water Services**

1. Meter Yoke Assembly: Meter yoke shall be the angle ball type, with vertical inlet and horizontal outlet, with compression connections for water service tubing. Yokes shall be equipped with brass angle ball stop cutoff valve and coupling the angle ball stop for 5/8" meters (3/4" services) shall be 5/8"x3/4" (5/8" meter connection and 3/4" copper tubing connection) straight outlet coupling for the tailpiece. The angle ball stop shall have lock wings that allow the valve to be locked in the closed position. The yoke piece shall be of Cast or Ductile Iron. Horizontal type meter yoke may be used for special situations, as approved by the Engineer. Meter yoke assemblies shall be provided for all 5/8" and 1" meter and of fire line detection meters up to 1-inch. Expansion connection between meter and yoke shall be 3 piece units by McDonald, Mueller or Hones.

The following meter yoke assemblies are approved:

Manufacturer	5/8" Meter	1" Meter
Ford	501	Y504
McDonald	14-1	14-4
Mueller	H-5010	H-5040

The following angle ball valves are approved:

<b>Manufacturer</b>	<b>5/8" Meter</b>	<b>1" Meter</b>
Ford	BA94-313WG	BA94-444WG
McDonald	MB4642BYT-01	MB4642BYT-04
Mueller	B24273	B24273

The following yoke outlet pieces are approved:

<b>Manufacturer</b>	<b>5/8" Meter and 1" Meter</b>
Ford	C94-23
McDonald	4753Y-22
Mueller	H-14218

There will be **no separate measurement or payment** for changes for the above referenced modifications. All costs associated with this item, including equipment, labor and material, shall be considered incidental and included in the costs of the various pay items in the Proposal.

#### **GENERAL CONSTRUCTION REQUIREMENTS**

The proposed utility construction shall meet the applicable requirements of the NCDOT Standard Specifications for Roads and Structures (current edition), all applicable permits, and the Charlotte Water standard details as shown on the plans, as outlined in the following provisions, or as directed by the Engineer.

#### **EXISTING UTILITIES**

The Contractor will be required to excavate to determine the precise location of utilities, or other underground obstructions, which may be shown on the Construction Plans. Such location and excavation shall be at least 500 feet ahead of construction or as noted in the Special Provision Section of this document. All utility owners will be notified prior to excavation as required by the 1985 Underground Damage Prevention Act. Owners who are members of NC 811 may be notified in accordance with current NC 811 procedures. The Contractor will be fully responsible for damage to any utilities if the owners have not been properly notified as required by the Underground Damage Prevention Act. Utility owners may, at their option, have representatives present to supervise excavation in the vicinity of their utilities. The cost of such supervision, if any, shall be borne by the Contractor. Conflicts with underground utilities may necessitate changes in alignment and/or grade of this construction. All such changes will be approved by the Engineer before construction proceeds. When underground obstructions not shown on the Construction Plans are encountered, the Contractor shall promptly report the conflict to the Engineer and shall not proceed with construction until the conflict is resolved by the Engineer.

#### **REPAIRS TO EXISTING FACILITIES**

If repair or replacement of existing utilities (public/private) is required due to damage, obsolescence or other reasons not due to the negligence of the Contractor, the repairs shall be performed by the Contractor when so directed and payment will be made in accordance with the appropriate Pay Item.

Any repair or replacement that is necessary due to the negligence of the Contractor, shall be performed by the Contractor at his expense, under the Engineer's direction.

#### **INTERRUPTION OF WATER SERVICE**

The Contractor will be required to have all materials and equipment on the job site seventy-two (72) hours prior to any planned service interruption. Existing water mains may be taken out of service for a maximum of 8 hours for each relocation, abandonment and/or re-connection unless otherwise directed by the Engineer. Coordination with Charlotte Water is required to cut and plug the line at various locations shown on the plans. The Contractor will provide adequate work force during this time to complete the required connection and refill and return the existing water main to service. The Charlotte Fire Department shall be notified of any interruptions of water mains 72 hours prior to interruption.

The Contractor will be required to dispose of any water from the isolated main and to dispose of air during the filling operation. The Contractor shall operate all valves required to isolate the existing mains as directed by the Inspector. Charlotte Water will not be responsible for delays, rescheduling, etc., resulting from incomplete isolation of the mains.

The Charlotte Water Inspector in conjunction with the Contractor will be responsible for notifications of all customers affected by the interruption of service. Service interruptions shall be scheduled by Charlotte Water at a time most convenient to the public.

Work may be required at night, weekends and/or holidays, as determined by Charlotte Water. Customers shall be notified at least 72 hours (not including weekends/holidays) prior to any interruption of service.

All costs incurred by the Contractor for these services will be included in the various pay items in the Proposal.

#### **UTILITY CONNECTIONS**

Make connections between existing and proposed utilities at times most convenient to the public, without endangering the utility service, and in accordance with Charlotte Water's requirements. Make connections on weekends, at night, and on holidays if necessary. Should the position of any pole, pipe, conduit, or other structure require removal or adjustment, the Engineer will coordinate the change with the owner of the obstructions or a representative of the Owner.

#### **EXCAVATION FOR UTILITY PIPELINE CONSTRUCTION**

All excavations for pipe laying, manholes, piers, drainage ditches, grading and any other for the proper completion of this contract shall be included herein.

Excavation within street rights-of-way shall be backfilled when left unattended for more than 1 hour unless otherwise approved by the controlling agency. Excavations within sewer/water rights-of-way shall be backfilled, fenced or otherwise protected when left unattended for more than 1-hour. Fencing or other protection methods shall be designed to reasonably prevent people and large animals from entering the excavation.

#### **Trench Excavation**

No more than 100 feet of trench shall be opened in advance of the pipe laying than is necessary to expedite the work unless prior approval is given by the Engineer. Ground conditions and/or location requirements shall govern the amount of trench open at any one time as determined by the Engineer. The maximum trench width shall be as indicated for each type of pipe specified. If the actual trench width exceeds the specified width, due to shoring methods, the Contractor must obtain approval from the Engineer.

### **Trench Width for Water Line**

Trench width shall be measured between faces of cut at the top of the pipe bell. Maximum trench width for pipe shall be the outside diameter plus 3 feet, or as directed by the Engineer. Material used for the contractor's means and methods outside of these trench limits shall meet the material requirement and will be at the contractor's expense.

### **Trench Bottom Conformation**

The excavation shall be made to the elevations, grades, and lines shown on the Construction Plans. The trench bottom shall be excavated slightly above grade and cut down to the pipe grade by hand in the fine grading operation. The trench bottom shall be true and even with bell holes at each joint to provide the barrel of the pipe with soil or granular bedding support for its full length. This should prevent point loading at the bells. If the trench bottom is inadvertently cut below grade, the Contractor shall (at his own expense) fill it to grade with approved material thoroughly tamped, or with #67 bedding stone. This bedding shall also be shaped to allow adequate support of the pipe. If the trench passes either under or over another pipeline or previous excavation, the trench bottom in this area shall be tamped, if necessary, so the disturbed soil has approximately the same supportive strength as the native soil.

### **Dewatering**

The Contractor shall at all times provide and maintain ample means and equipment with which to remove and properly dispose of water entering the excavation or other parts of the work and shall keep all excavations dry until such time as pipe laying and grading is completed. Water shall not be allowed to rise around the pipe in unbackfilled trenches nor shall it be allowed to rise over masonry until the concrete or mortar has set (minimum 24 hours). All water pumped or drained from the work shall be disposed of in such a manner as to minimize siltation and erosion on adjacent property or other construction.

### **Shoring and Shielding**

The Contractor shall comply with OSHA trenching and excavation regulations as revised in Subpart P of Part 1926 in the Federal Register. Shoring and/or shielding systems shall be used as specified in Subpart P to prevent caving of trench banks and to provide a safe excavation. The Contractor will be responsible for excavation safety and shall designate his "competent person" (as defined in Subpart P) for the determination of proper shielding/shoring systems. If, in the opinion of the Engineer, the trench/excavation is not in compliance with OSHA regulations, the Contractor may be directed to stop work. Continued unsafe conditions will be reported to the appropriate regulatory agency. The Contractor will be responsible for paying all fines resulting from safety violations.

### **PIPE LAYING**

#### **Bedding Types**

*All bedding compaction shall be approx. 95% density in accordance with AASHTO T-99 as modified by NCDOT.*

- ***Type III - Granular Material Embedment (bedding)***

For Type III bedding, the trench bottom shall be undercut a minimum of 6" below the pipe barrel grade and filled with an approved stone to an elevation such that the pipe will be completely and uniformly bedded to vertical height of one-half the outside diameter of the pipe for the pipe's entire length and width of the ditch. Type III Granular material embedment (bedding) shall be used as directed by the Engineer.

### **Depth of Pipe Installation**

Unless otherwise indicated on Plans, or required by existing utility location, all pipe will be installed with the top of the pipe at least 3.0' below the edge of adjacent roadway pavement or 3.0' below the ground at the

pipe, whichever is greatest. The Contractor is instructed to check the construction plans and blow-up views for additional requirements. Unless otherwise shown on the plans, the maximum depth of cover shall be 20 feet for Type III Bedding.

The Contractor may be required to vary the depth of pipe to achieve minimum clearance from existing utilities while maintaining the minimum cover specified whether or not the existing pipelines, conduits, cables, mains, etc. are shown on the Plans.

**CONCRETE**

**Portland Cement Concrete**

All concrete shall conform to the Standard Specifications for READY MIXED CONCRETE, ASTM C-94. An air-entraining admixture, conforming to ASTM C-260, shall be added to either Type I, Type II, or Type III Portland Cement. Fly Ash conforming to ASTM C-618 for Class C Fly Ash may be added to the concrete mix but shall not be considered as replacement for more than 10% of the cement therein (strengths shall not be less than hereinafter required).

Types I, IA, III and IIIA Portland Cement shall only be used for manhole inverts, concrete encasement, concrete blocking, and/or as directed by the Engineer, and shall conform to ASTM C-150. Types II and IIA Portland Cement shall be used in precast manholes, cast in place manhole structures, reinforced concrete pipe, reinforced concrete piers and concrete or reinforced concrete rip-rap as directed by the Engineer, and shall conform to ASTM C-150 except Tricalcium Aluminate (3CaOAl<sub>2</sub>O<sub>3</sub>) content shall not exceed 8%.

**Aggregates**

All aggregates used for concreting shall conform to ASTM C-33 and shall be checked daily for any variances in moisture content. Said variances shall be corrected and/or taken into consideration for each batch.

Coarse Aggregates shall be uniformly and evenly graded for each application in accordance with A.C.I. Standard 318. Unless otherwise approved, aggregate shall be sound, crushed, angular granitic stone. Smooth or rounded stone (river rock) shall not be acceptable.

Fine Aggregates shall consist of natural sand, manufactured sand or a combination thereof. Fine aggregates shall conform to the sieve analysis as specified in paragraph 4.1 of the standard except that the percent passing a No. 50 sieve shall not exceed 5% and the percent passing a No. 100 sieve shall be 0% as provided for in paragraph 4.2 of the standard.

**Mix Design**

Concrete shall be watertight, resistant to freeze-thaw cycles and moderate sulfate attack, abrasion resistant, workable, and/or finishable. These qualities may be met through the use of admixtures (if and only if approved in the mix design as hereinafter specified) conforming to the appropriate ASTM with the exception of the use of calcium chloride, which shall be limited to no more than 1% by cement weight -thoroughly mixed to insure uniform distribution within the mix. If the concrete is used with reinforcing steel, no calcium chloride will be allowed.

The Contractor shall assume responsibility for concrete mixture. The concrete shall be proportioned to meet the following requirements: (Note: This mix does not apply "in total" to precast manhole or reinforced concrete pipe).

Compressive Strength	Minimum 3,600 PSI
Water-Cement Ratio by Weight	0.40-0.50 (as required by the application)
Slump	Min. 3" Max. 5"
Air Content (Entrained & Entrapped)	Min. 4% Max. 6%



Coarse Aggregate 0.75" – 1.50" (as required by the application)

When required by the Engineer, and prior to beginning construction, the Contractor, at his expense, shall obtain from an approved commercial testing laboratory a design for a suitable concrete mix and submit same with his list of materials and material suppliers for approval.

#### **Curing Compound**

All concrete curing compounds shall conform to the standard specifications for LIQUID MEMBRANE - FORMING COMPOUNDS FOR CURING CONCRETE, ASTM C-309, Type 2.

Curing compounds shall be applied as forms are stripped.

#### **Grouts**

All grouts shall be of a non-shrink nature (as may be achieved through additives or proportioning) and depending upon application range from plastic to flowable cement water paste. Testing as specified above for concrete may be required for acceptance of grouts to include frequent checks for consistency by a time-of-flow measurement.

Acceptable range of testing requirements:

Compressive Strength	10,500 PSI to 12,500 PSI
Bond Strength	1,350 PSI to 1,700 PSI
% Expansion	+.025% to +0.75%

Expansion grouts shall be used only as directed by the Engineer. Grouts shall be mixed (if applicable) and placed in accordance with the manufacturer's current recommendations, for each specific application.

#### **Mortar**

Mortar used in sanitary sewer manholes shall be hydraulic cement mortar in accordance with ASTM C-398.

Mortar used in water meter vaults and water valve vaults shall be Type M mortar in accordance with ASTM C-270.

#### **STONE AND BRICK**

##### **Granular Bedding Material**

All bedding material shall be angular, clean washed crushed stone graded in accordance with Size #67 in ASTM D-448 for "Standard Sizes of Coarse Aggregate" (NCDOT Standard size #67). Bedding material will be used only as instructed in the Specifications and/or as specifically directed by the Engineer.

##### **Brick**

All brick used to construct manhole inverts or adjust frames shall be made from clay or shale, shall be solid only and shall be of standard building size. All brick shall meet or exceed the compressive strength and water absorption properties specified in ASTM C-32 for Grade MS brick or in-ASTM C-216 and ASTM C-62 for Grade SW brick.

#### **OPERATING AND ADJUSTING EXISTING VALVES**

The Contractor, in conjunction with the Inspector, will locate, operate, and log the number of turns for all valves which may require operation during this construction. The Contractor will locate and adjust any valve box which has been paved over, etc., or does not conform with Charlotte Water's Standard Details, if directed by the Engineer. This work will be completed ahead of water main pipe installation/relocation/ replacement. Any cost for adjusting existing valve boxes will be included in the appropriate pay item in the Proposal. Payment for operation valves, except during filling, for testing, disinfection and activation, will be in

accordance with the appropriate pay item.

## **INSTALLING VALVES AND FITTINGS**

### **Valves**

Valves and fittings shall be installed in the manner specified for installation and assembly of pipe. Valves and hydrants shall be installed at locations shown on the plans and/or as directed by the Engineer.

### **Valve Boxes**

A valve box conforming to the Standard Details shall be installed for every gate valve. The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the operating nut, with the box cover flush with the surface of the pavement or other existing surface.

Where the box is not set in pavement, the top section shall be anchored by an 18"x18"x6" concrete pad, or an approved pre-cast concrete pad, set flush with the existing terrain. The top section will be grouted into the pre-cast concrete pad. The location of valves will be identified by the letter "V" imprinted into the curb adjacent to mainline or hydrant valve.

All butterfly valves shall be installed with operating nuts plumb and centered beneath a manhole frame and cover, valve box top section and riser pipe as shown in the standard details. Extension stems as shown on the standard detail will be required on valves where the operating nut is more than 4 feet below the top of the frame and cover.

### **Valve Blocking**

All end of line valves 12 inches and smaller installed on PVC or DIP water mains and all 12 inch valves installed along PVC water mains shall be securely wedge blocked with concrete bearing against, and cut into the excavated sides of the trench. Care shall be taken in forming and pouring the "wedge" blocking so the fitting joints will be accessible for repair and/or valve extraction.

### **Blocking Fittings**

All plugs, caps, tees, and bends deflecting 11-1/4 degree or more on pressure mains 6 inches in diameter or larger shall be provided with thrust blocking, placed as shown on the Plans and/or directed by the Engineer, and consisting of ready mix concrete having compressive strength of not less than 3,600 PSI at 28 days.

Bagged mix concrete may be used for blocking, anchorage, concrete valve pads, etc. on water mains and valves 12 inches or smaller, when less than 0.5 yd<sup>3</sup> is required. Blocking shall be placed between solid ground and the fittings to be anchored. The area of bearing on the pipe and on the ground in each instance shall be that shown or directed by the Engineer. The blocking shall be so placed that the pipe and fittings will be accessible for repair.

Restrained joints shall be installed where shown on the plans, standard details or when approved by the Engineer, and may be installed in lieu of blocking. Installation shall be per manufacturer's recommendations, as shown on the plans, special provisions, and/or as directed by the Engineer. Restrained joints will not be allowed on PVC pipe.

## **ADJUSTMENT/RELOCATION OF WATER SERVICES AND METER BOXES/VAULTS**

All water services, meters, boxes, and vaults shall be adjusted and/or relocated by the Contractor as specified and as shown on the Plans and Standard Details. "Adjustment" shall be defined as vertical movement only. "Relocation" shall be defined as horizontal movement and shall include the associated vertical adjustment.

Concrete meter boxes will be required for all ¾" and 1" water meter relocations.

If the existing service line is in suitable condition, as determined by the Engineer, connection can be made to the existing service line and the new service line can be installed to the new meter location.

If the existing service line is not suitable for use, as determined by the Engineer, the connection shall be made at the existing main and the entire service line shall be replaced. The Contractor may connect at the existing corporation or install a new corporation at the existing main.

## **UTILITY RELOCATIONS**

### **Water**

Install existing water meters and meter boxes that are to be relocated adjacent to the right of way, as shown on the utility plans, or as directed.

Relocation of water meters consists of the removal and installation at the appropriate location of the water meter, meter yoke, meter valve, and meter box. This work also includes all pipe, corporation stops and tapping saddles necessary for this relocation. Perform all work in accordance with the applicable plumbing codes, as shown on the plans, and as directed. Place relocated meter boxes with the top of the meter box flush with finish grade of the project.

Locate and install fire hydrants as shown on the utility plans.

Relocate all existing fire hydrants in the road construction area, and others that will be a hazard to the motorist, adjacent to the right of way, as shown on the plans, and/or as directed. Separate existing fire hydrants to be relocated at the hydrant base from the existing pipe and place in the new location. Where necessary, remove the hydrant shoe and replace with the appropriate type to connect the relocated hydrant to the new pipe. Furnish, install or remove hydrant extension pieces to provide the proper bury of the pipe and hydrant. Provide all necessary pipe, valves, and fittings necessary for this relocation. Handle pipe and appurtenances in such a manner as to ensure delivery to the site and installation in a sound, undamaged condition. Store plastic pipe out of direct sunlight until placement. All plastic pipes showing discoloration, or deterioration will be rejected for use and replaced with suitable pipe, at no additional cost. Carefully examine all pipe, fittings, and appurtenances for defects before placing, rejecting any found defective. If, at any time before completion of the contract, any broken pipe or any defects are found in the lines or in any of their fittings or appurtenances, replace them.

On tie-in sections, the Contractor may be required to anchor pipe bends, tees, etc. with precast concrete blocking, timbers, rodding, or other approved method to allow the water line to be placed back into service as soon as possible. Make final connections to existing mains where indicated on the drawings, as required to fit the actual conditions, or as directed. Order materials, install the new line, provide thrust restraint, and perform sterilization and pressure tests on the new line prior to installation and tie-in of the new line into service to the satisfaction of the Engineer. Notify owners in advance of any interruptions of water service with ample time to make arrangements. Limit interruption of water service on main lines to a maximum of 8 hours unless otherwise approved.

## **TESTING AND INSPECTION FOR WATER LINES**

Required testing of pipelines and valves shall be done under the direct supervision of the Project Inspector. Field testing shall not negate the requirements for material certifications as contained in the material specification section of this contract. Unless otherwise directed by the Engineer, all testing and disinfecting will be completed prior to connection to any existing line. The Contractor shall provide open ventilation of confined spaces. The Contractor shall be responsible for providing all equipment and personnel necessary to comply with OSHA confined spaces regulations.

## **Hydrostatic and Leakage Tests**

All sections of water mains greater than 100 linear feet shall be tested and disinfected in accordance with the Standard Specifications. All relocated services must be tested prior to re-connection and transfer of service.

The Contractor shall furnish equipment, labor and new materials including caps, plugs, sleeves, jumpers, valves, check valves and corporation stops required to make temporary connections to water mains for testing and disinfection. All materials, such as sleeves and corporation stops that are to remain as permanent fixtures, will be new materials. The Contractor will, if required by the Engineer, complete the testing and disinfection required by these specifications prior to connection to existing mains.

Sections of water mains less than 100 linear feet shall be tested and disinfected in a manner approved by the Engineer. Where formal disinfection and leakage tests are not required, extreme cleanliness shall be required. Leakage tests will be limited to that which can be observed. No visible evidence of leakage will be allowed. All pipe, caps, plugs, etc., will be disinfected and flushed thoroughly prior to installation. Open ends of pipe will be sealed or protected in a manner approved by the Engineer to protect the existing system during this work.

On completion of the line or sections of the lines, connections and appurtenances, the line shall be filled and hydrostatically tested. The water for this purpose can be taken from existing lines under the supervision of the Engineer's Inspector and leakage will be measured by the Inspector with a meter furnished by Charlotte Water. All leaks and any defective material shall be repaired or replaced to the satisfaction of the Engineer and the tests repeated until the requirements of this specification are met. Any special equipment, pumps, etc. required to make the test shall be furnished and operated by the Contractor as directed by the Inspector.

The Contractor shall use great care to be sure that all air is expelled from each section under test. If fire hydrants or other openings are not available for the purpose of expelling air, the Contractor shall provide air releases of sufficient size (as determined by the Engineer) in accordance with City Standard Drawings, at his expense. Specific procedures for testing mains are as follows:

Test pressure will be 200 PSI at the low point of the section under test. When testing against butterfly valves, the differential pressure at the valve must not exceed 150 PSI for valves rated at 150 PSI. If the test cannot be made with differential pressure of 150 PSI, 250 PSI valves will be specified. Differential pressures across gate valves may be up to 200 PSI.

Allowable leakage for 16 inch nominal diameter pipe will be 1.7 gallons/hour per Table 6, AWWA C-600. Pressure and leakage tests will be run concurrently and for a duration of four hours except as modified below.

The Contractor will pressurize the line and verify that it is within allowable leakage before the official test is started.

The Inspector will begin the test and remain at the job for the first hour, making sure that the test pressure is maintained within  $\pm 5$  PSI. The Contractor is to maintain the pressure within  $\pm 5$  PSI for the duration of the test period. At the end of the first hour, with the line pumped to full test pressure, he will read the meter and record the first hour leakage. If the first hour leakage is within allowable, he will return at the end of the fourth hour and again read the meter. If the total leakage for the four hour period does not exceed four times the first hour leakage, the test will be terminated. If the total leakage exceeds four times the first hour leakage, but is still within allowable, the test will be held an additional hour. If the fifth hour leakage does not exceed the average hourly leakage for the first four hours, the test will be terminated at the end of the fifth hour. Otherwise, the test will be held until the leakage is non-increasing and within allowable for two consecutive hours.

If leakage exceeds allowable for the four hour test, the test will be terminated and re-scheduled after the Contractor has verified that actual leakage is within the allowable leakage, but no earlier than the next work day. If the first hour leakage does not exceed 10% of the allowable, or if the allowable leakage rate does not

exceed 0.4 gallons/hour, the test may be terminated at the end of two hours provided the second hour leakage does not exceed the first hour leakage. If the second hour leakage exceeds the first hour leakage, the test will be held for an additional period as described in the paragraph above.

The maximum length of pipe tested in one test shall be 5,000 feet or as close to 5,000 feet as possible depending on valve spacing.

During the last stages of the test and without any reduction in pressure, first the hydrant guard valves will be closed, then progressing in an orderly manner from the end opposite the test pump, each main line valve will be closed and pressure released to determine if it is holding pressure (minimum 10 minutes per valve closing).

#### **PVC, VC or Ductile Iron Pipe**

Defective or damaged pipe including leaking joints shall be removed and replaced with sound new pipe. The pipe shall be re-connected with approved couplings.

#### **Manholes**

Any damage to the interior wall of the manhole resulting from penetration of the lift holes shall be repaired with non-shrink cement grout.

Leaks through manhole joints or walls or around pipe collars, may be repaired from inside the manhole with non-shrink cement grout. If the size of the leak, or the external water pressure, prevents such repairs, the manhole shall be excavated and repaired from outside.

Leaks around boots or gaskets used to join pipe to manholes shall be repaired by external concrete collars or as approved by the Engineer.

#### **WATER/SANITARY SEWER PAY ITEM DESCRIPTIONS**

The bid for each pay item shall include the cost of all materials, equipment, labor and all else required to complete that pay item as specified.

All materials shall be new and in good condition and free from defects.

Any materials, equipment, labor, including permits, fees or incidentals required to complete the work for which there is no clearly described pay item, shall have their cost included with the items listed below. No separate payment will be made.

Payment will be made according to the unit price bid in the Proposal.

The pay item descriptions shown below are supplemented by the Charlotte Water Design Manual.

The pay items for Charlotte Water's Water and Sewer construction do not reference the NCDOT Standard Specifications for Roads and Structures, Division-15, Utilities.

The pay item descriptions below shall include, but are not limited to, the cost of the following.

- For all special scheduling necessary to complete the project in an orderly manner.
- For temporary off-site storage of spoils, materials, equipment and associated temporary security fencing as required by plans and specifications.
- For limited work hours, including night and weekend work.
- For operation of existing valves and test shutdowns, as needed or directed by the Charlotte Water Engineer.
- For installation of a lockout/tagout devices on all isolation valves or as directed by the Charlotte Water Engineer.

- For pot holing (test pit) existing utilities 500' ahead of construction and determining if a conflict exist.
- For use of steel traffic plates as needed or required by the Charlotte Water Engineer.
- For pipe deflection called out by the plans, required by field conditions, or directed by the Charlotte Water Engineer.
- For all temporary fittings, valves, piping, blow-offs, and any other appurtenances required to properly install and test the pipe.
- For compliance with City of Charlotte Noise Ordinance.
- For temporary repair of driveways, walkways, roadways, etc. immediately following construction and maintaining same until permanent repairs are made.
- For compliance with all applicable OSHA regulations.
- For additional requirements, as specified, in the Special Provisions sections.
- For all testing required by the plans and specifications, including the requirements of the Charlotte Water Design Manual and/or required by the Charlotte Water Engineer.
- For keeping the pipeline clean and free of debris, including the use of a temporary plug.
- For locating, repair and replacement of existing sanitary sewer laterals within the trench.
- For providing and installing NBR gaskets in lieu of SBR gaskets where called out on the plans, or directed by the Engineer.

“Adjustment” shall be defined as “vertical” movement only. “Relocation” shall be defined as horizontal movement and shall include the associated vertical adjustment. Payment will be made accordingly to the unit price bid in the Proposal.

#### **12-GAUGE COPPER LOCATOR WIRE**

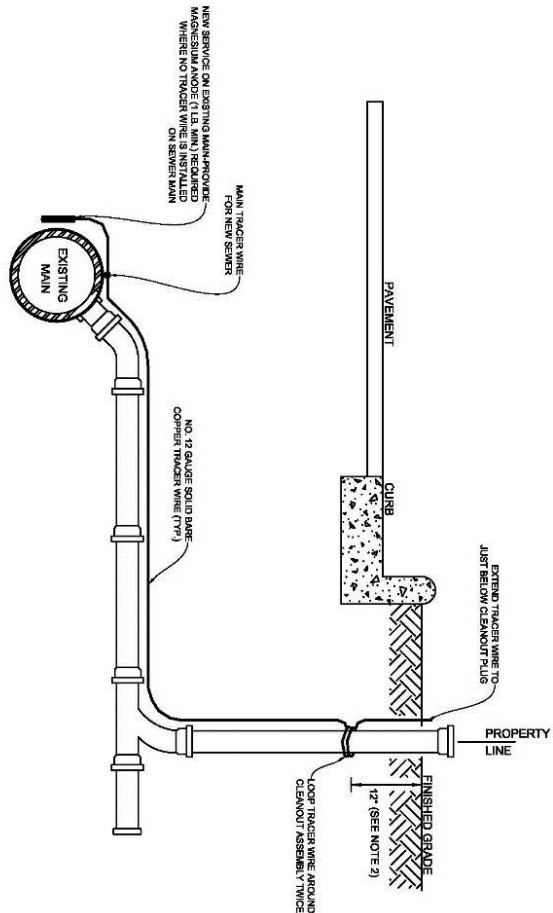
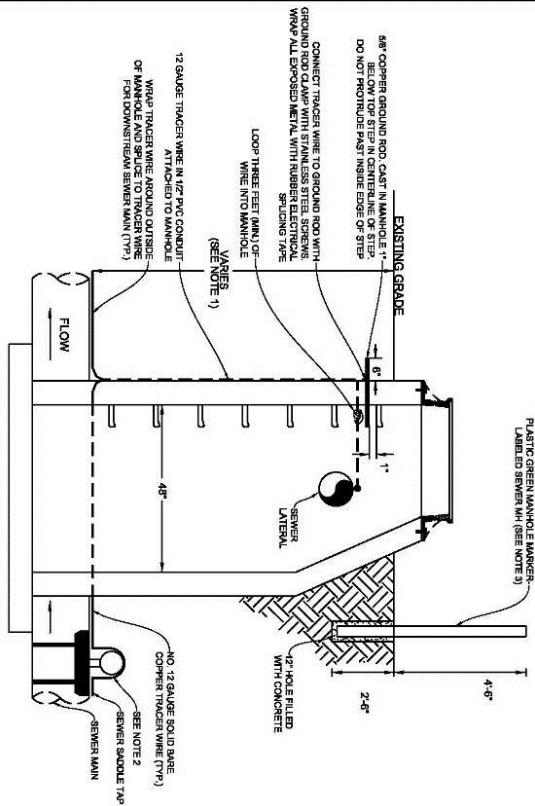
A 12-gauge solid (not stranded), jacketed copper wire, shall be installed such that completed water and sewer main construction can be located by standard electronic methods.

Water Mains and Services: Locator wires are required for each water main (regardless of construction material) and each service, with wires for the services to be spliced into the wires for the main in a manner outlined in the Design Manual. There shall be no connection between the wire and any fitting or service line. The wire shall terminate at a valve box or meter box in a manner as to be easily locatable. The jacketed insulation for water main and service installations shall be **blue** in color.

Sewer Mains and Laterals: Locator wires are required for each sewer main (regardless of construction material) and each sewer service lateral. Wires for the services are to be spliced into the wires for the main in the same manner as for water mains as outlined in the Design Manual. There shall be no connection between the wire and any fitting or service line; however, the wire shall be connected to manholes as shown in the attached detail. Wires shall terminate at the sewer cleanout, and shall be installed in such a manner as to be easily locatable and available for connection to an electronic locating device. The jacketed insulation for sewer mains and laterals shall be **green** in color.

# GRAVITY SEWER MAIN TRACER WIRE AND MANHOLE MARKER

## DETAIL FOR SANITARY SEWER LATERAL TRACER WIRE



### NOTES:

- FOR GRAVITY MAIN AND OR LATERAL INSTALLATIONS LESS THAN 8 FEET, THE TRACING WIRE SHALL BE ATTACHED TO THE PIPE. TRACER WIRE SHALL BE Laid FLAT AND SECURELY APPLIED TO THE PIPE AT 10 FOOT INTERVALS. FOR GRAVITY MAIN AND OR LATERAL INSTALLATION DEEPER THAN 8 FEET, THE TRACING WIRE SHALL BE INSTALLED AT A DEPTH OF 7 TO 8 FEET. THE WIRE SHALL BE PROTECTED FROM DAMAGE DURING THE EXECUTION OF THE WORK. NO BREAKS OR CUTS IN THE TRACER WIRE SHALL BE PERMITTED.
- WHERE LATERAL TAPS ARE MADE BY SERVICE SADDLES, THE TRACER WIRE SHALL NOT BE ALLOWED TO BE PLACED BETWEEN THE SADDLE AND MAIN.
- MANHOLE MARKERS SHALL BE PLACED ADJACENT TO MANHOLES AT THE DISCRETION OF OWNER OR OWNER'S REPRESENTATIVE.

### NOTES:

- THE TRACER WIRE SHALL BE CONTINUOUS TO THE GREATEST EXTENT POSSIBLE. WHERE JOINTS ARE NECESSARY IN THE WIRE, THE JOINTS SHALL BE SECURELY BONDED TOGETHER WITH AN APPROVED INDUSTRIAL CRIMP CONNECTOR TO PROVIDE ELECTRICAL CONTINUITY. CRIMPS SHALL BE SIMILAR METAL.
- THE CLEANOUT AT THE RIGHT OF WAY AND OR EASEMENT SHALL SERVE AS THE TEST POINT WITH THE TRACING WIRE BROUGHT UP OUTSIDE THE CLEANOUT ASSEMBLY AND WRAPPED AROUND THE STACK TWICE AT A DEPTH OF APPROXIMATELY 12" BELOW GRADE.
- SPliced CONNECTIONS SHALL BE ALLOWED BETWEEN THE MAIN LINE TRACER WIRE AND THE LATERAL TRACER WIRE.
- FOR NEW SEWER TAPS ON EXISTING MAINS VOID OF ANY TRACER WIRE, PROVIDE AN ANODE FOR THE TRACING WIRE TERMINATION AT THE POINT OF THE NEW TAP ON THE EXISTING SEWER MAIN.

 CHARLOTTE.	CHARLOTTE-MECKLENBURG UTILITIES		STANDARD NO.	
	STANDARD DETAILS		VERSION NO.	VERSION DATE
	SEWER			
SANITARY SEWER TRACER WIRE INSTALLATION				

## SANITARY SEWER TRACER WIRE INSTALLATION

## **ITEMIZED PROPOSAL SECTION**



Town of Pineville  
505 Main Street  
Pineville, North Carolina 28134

**PROJECT NAME: SOUTH POLK SIDEWALK CONNECTOR PROJECT**

The undersigned, having carefully examined the site and familiarized himself with the existing conditions on the Project area affecting the cost of work and with the Contract Documents, the form of Proposal, the form of Bid Bond, form of Contract, Addenda (if any), Standard Specifications, Special Provisions, form of Performance Bond and Payment Bond, and plans/details/drawings, as prepared by the Town of Pineville, hereby proposes to furnish all supervision, labor, equipment, materials and services, including all utility and transportation services required to construct and complete the Project in accordance with the above listed documents at and for the Contract Sum as determined by the unit or lump sum prices bid for work in place for the following items and quantities.

The quantities shown in the itemized proposal are considered to be approximate only and are given as the basis for comparison of bids. The Town of Pineville may increase or decrease the amount of any item or portion of items as may be deemed necessary or expedient. An increase or decrease in the quantity of any item will not be regarded as sufficient grounds for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the Contract.

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**FOR BIDS EQUAL TO OR EXCEEDING \$300,000:**

Accompanying this Proposal is a Surety Bond with Warrant of Attorney to confess judgment, or other satisfactory surety, or certified check drawn on a responsible banking institute, payable to the order of the Town of Pineville for five percent (5%) of the total price bid, which deposit shall be forfeited as liquidated damages in case this Proposal is accepted and the undersigned shall fail to execute a contract with necessary bond for the performance of said contract with the Town of Pineville, under the conditions of this Proposal, within 10 calendar days after the notice of award is received by him, as provided in the Standard Specifications; otherwise, said deposit is to be returned to the undersigned.

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**ACKNOWLEDGMENT OF ADDENDA**

**The Bidder hereby acknowledges receipt of any addenda**

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_ INITIAL: \_\_\_\_\_

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_ INITIAL: \_\_\_\_\_

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_ INITIAL: \_\_\_\_\_

BID TAB FORM						
PROJECT: Pineville - South Polk Sidewalk Connector						
Item	Sec No.	Item Description	Quantity	Unit	Unit Price	Amount
1	800	MOBILIZATION	1.00	LS		
2	801	CONSTRUCTION SURVEYING	1.00	LS		
3	310	15" RC PIPE CULVERTS, CLASS III	8.00	LF		
4	607	MILLING ASPHALT PAVEMENT, 1.5" DEPTH	260.00	SY		
5	610	ASPHALT CONCRETE BASE COURSE, TYPE B25.0C	2.71	TON		
6	610	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE II9.0C	2.71	TON		
7	610	ASPHALT CONCRETE SURFACE COURSE, S9.5B	25.00	TON		
8	620	ASPHALT BINDER FOR PLANT MIX	5.00	TON		
9	840	MASONRY DRAINAGE STRUCTURES	3.00	EA		
10	840	MASONRY DRAINAGE STRUCTURES	1.46	LF		
11	840	FRAME W/GRATE, STD 840.18 OR 840.27	2.00	EACH		
12	840	FRAME WITH TWO GRATES, STD. 840.24	2.00	EACH		
13	840	FRAME WITH COVER, STD 840.54	1.00	EACH		
14	SP-6	SIDEWALK FLUME	1.00	EACH		
15	846	2'-6" CONCRETE CURB & GUTTER	52.00	LF		
16	848	4" CONCRETE SIDEWALK	920.00	SY		
17	848	CONCRETE CURB RAMPS	2.00	EA		
18	859	CONVERT DROP INLET TO JUNCTION BOX WITH MANHOLE	1.00	EACH		
19	1660	SEEDING AND MULCHING	0.60	ACRES		
20	1716	JUNCTION BOX (STANDARD SIZE)	1.00	EACH		
21	SP-1	COMPREHENSIVE GRADING	1.00	LS		
22	SP-3	MATERIALS TESTING ALLOWANCE	1.00	LS	\$ 10,000.00	\$ 10,000.00
23	SP-4	TRAFFIC CONTROL	1.00	LS		
24	SP-5	ROCK REMOVAL	1.00	LS		
25	SP-7	EROSION CONTROL	1.00	LS		
Note: Section Code Numbers refer to appropriate section of the 2018 Standard Specifications of the North Carolina Department of Transportation. SP refers to the appropriate Special Provision of these specifications.					Subtotal	
					10% Contingency	
					Total Bid Amount	

## EXECUTION OF BID

### A CONTRACT FOR THE CONSTRUCTION OF:

#### PROJECT NAME: SOUTH POLK SIDEWALK CONNECTOR PROJECT

The person executing the Bid, on behalf of the Bidder, being first duly sworn, deposes and says that:

- (1) It is the intent of the Bidder to enter into this Contract to furnish materials, labor, and equipment required to perform all work specified in accordance with the instructions, terms, conditions, provisions, specifications, plans and all other Contract Documents incorporated into this Invitation to Bid;
- (2) He/she is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (3) Neither he/she, nor any official, agent or employee of the Bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is a restraint of free competitive bidding in connection with is Bid;
- (4) He/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or veteran's status.

Type of Bidder: ☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☐ Corporation  
☐ Joint Venture

(Check appropriate box)

	BIDDER #1	BIDDER #2 <i>(If a Joint Venture or Partnership)</i>
Name	_____	_____
Address	_____	_____
	_____	_____
Phone	_____	_____
Fax	_____	_____
Printed Name	_____	_____
SIGNATURE	_____	_____
Title	_____	_____
NC General Contractor's License Number	_____	_____
Classification	_____	_____
Limits	_____	_____
	Subscribed and sworn before me this___day of _____, 20__	Subscribed and sworn before me this___day of _____, 20__
	_____ <i>Signature</i>	_____ <i>Signature</i>
	My commission expires_____	My commission expires_____

**BONDS AND CERTIFIED POWER OF ATTORNEY**

(Attach Bond and Power of Attorney to this sheet)

## FORMS

**CONTRACTOR'S AFFIDAVIT RELEASE AND WAIVER OF CLAIM**

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

\_\_\_\_\_, of  
(Name) (Title)

\_\_\_\_\_, being first duly sworn, deposes and says  
(Contractor)

that:

The undersigned is authorized to execute this Affidavit, Release and Waiver of Claim on behalf of the Contractor and that he has personal knowledge of all facts set forth herein;

This Affidavit, Release and Waiver of Claim is made concerning the construction of the following;

Project: \_\_\_\_\_ Project No.: \_\_\_\_\_

All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance, and all other liabilities and taxes owed by the Contractor and arising in any manner from the above-described project have been paid in full;

No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project;

Notwithstanding the foregoing, if the Town of Pineville, or property of the Town of Pineville, is subject to any claim or lien that arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify and hold the Town of Pineville harmless for any amount that the Town of Pineville is required to pay to discharge such lien or settle such claim and, further, will pay the Town of Pineville's expenses, costs, and attorney fees incurred in connection therewith;

All claims, suits, and proceedings of every name, description, or nature arising out of the above project against the Town of Pineville, its officers, employees, and agents have been settled;

The Contractor releases and waives any and all claims of every type and description that the Contractor may have against the Town of Pineville arising in any manner from the construction of the above-described project.

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of

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

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

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

**CONTRACTORS' AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS**

To: (Owner)

Contract For:

Project Name and Address:

Contract Date:

State of North Carolina

County of

The undersigned hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, for all sub-contractors services and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner of his property might in any way be held responsible.

Exceptions:

Contractor:

Address:

By:

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

Notary Public:

My Commission Expires:

**STATE/COUNTY SALES/USE TAX STATEMENT**

**PROJECT:** \_\_\_\_\_

**CONTRACTOR/SUBCONTRACTOR:** \_\_\_\_\_

**PERIOD COVERED:** \_\_\_\_\_

Invoice No.	Invoice Date	Vendor's Name	Amount Before Taxes	NC Tax	County Tax	Total Invoice Amount	County Paid

I certify that the above-listed vendors were paid sales tax upon purchases of building material during the period covered by the construction estimate, and the property upon which such taxes were paid were, or will be, used in the performance of this Contract. The list above does not include any taxes paid on purchases of tangible personal property that does not annex to, affix to, or in some manner become a part of the project, building, structure or repairs.

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



STATE OF NORTH CAROLINA  
TOWN OF PINEVILLE

AFFIDAVIT OF COMPLIANCE  
with N.C. E-Verify Statutes

I, \_\_\_\_\_ (hereinafter the "Affiant"), duly authorized by and on behalf of  
\_\_\_\_\_ (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the \_\_\_\_\_ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands the "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. \_\_\_\_\_ Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. § 64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

\_\_\_\_\_ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. § 64-26.

4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. § 64-26.
5. Employer shall keep the Town of Pineville informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Affiant

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

[SEAL]

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

## **AGREEMENT**

## AGREEMENT

THIS CONTRACT, in four (4) copies, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Pineville hereinafter designated as the Owner and \_\_\_\_\_, hereinafter designated as the Contractor.

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained, have mutually agreed and hereby mutually agree, the Owner for itself and its successors and the Contractor for itself, himself, or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract the Contractor shall construct South Polk Sidewalk Connector Project

Article 2. In consideration of the payments to be made as hereinafter provided, and the performance of the Owner of all of the matters and things to be performed by the Owner and herein provided; the Contractor agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1 hereof, within the time specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions of the engineer made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and for materials, equipment and supplies sold, and also for all costs and expenses incurred, and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, and for all risk of unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for faithfully completing the work and the whole thereof as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached.

Article 4. The following documents shall constitute integral parts of the agreement, the whole to be collectively known and referred to as the Contract Documents or Contract Advertisement: Invitation to Bid, Itemized Proposal, Agreement, Standard Special Provisions, Project Special Provisions, Contract Drawings, Addenda, and all interpretations of addenda to the Contract Documents issued by the Owner or the Engineer with the approval of the Owner.

The Table of Contents, Headings and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

Article 5. DISPUTE RESOLUTION: Any controversy, dispute or claim arising out of this Agreement or the breach or alleged breach of this Agreement shall first be submitted to mediation. The request for mediation shall be filed in writing. The request may be made concurrently with the filing of a Demand for Arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or a court order. The parties shall share the mediator's fee equally. The

mediation shall be held in Charlotte, North Carolina, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

All claims, disputes and other matters or questions arising out of or relating to this Agreement not resolved by mediation, shall be decided by arbitration, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The Owner and Contractor expressly agree that arbitrator(s) shall have the power and authority to grant reasonable attorneys' fees and costs in the resolution of the claims, differences and/or controversies arising from the Agreement which the parties have agreed to submit to arbitration. The Demand for Arbitration shall be filed in writing with the other party to the Agreement. A Demand for Arbitration shall be made within a reasonable time after the claim, dispute or other matter relating to this Contract has arisen, and in no event shall be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter will be barred by the applicable statute of limitations.

Article 6. If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands and seals and have executed this Agreement, in four copies the day and year first above written.

CONTRACTOR:

ATTEST:

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

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

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

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

Title: \_\_\_\_\_  
(Seal)

OWNER:

ATTEST:

Town of Pineville

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

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

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

Title: Town Clerk

Title: \_\_\_\_\_  
(Seal)

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act.

\_\_\_\_\_,  
Finance Director  
Town of Pineville, North Carolina

**AGREEMENT**  
**(CERTIFICATE OF OWNER'S ATTORNEY)**

The undersigned as the duly authorized attorney for the Owner, does hereby certify that:

I have examined the Contract, the surety bond(s) and the policies or other evidence of insurance coverage, and in the manner of execution thereof. In my opinion said surety bonds and insurance coverage are in compliance with the Contract and are adequate in form, substance and amount to protect the various interests of the Owner in connection with the Contract. I am of further opinion that the Contract, the said surety bond(s) and policies or other evidence of insurance coverage have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that each of the aforementioned agreements constitutes valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner's Attorney

**AGREEMENT**  
**(Attach Insurance Certificates Here)**

**AGREEMENT**  
**(Attach Performance Bond Here)**

**AGREEMENT**  
**(Attach Labor and Material Bond Here)**



## **ATTACHEMENT A**

"General Decision Number: NC20230088 01/06/2023

Superseded General Decision Number: NC20220088

State: North Carolina

Construction Type: Highway

Counties: Alamance, Anson, Cabarrus, Chatham, Davie, Durham, Forsyth, Gaston, Guilford, Mecklenburg, Orange, Person, Randolph, Rockingham, Stokes, Union and Yadkin Counties in North Carolina.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed</li></ul>

	on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.
--	----------------------------------------------------------------------------------------------------------------

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>.

Modification Number	Publication Date
0	01/06/2023

SUNC2014-003 11/14/2014

	Rates	Fringes
BLASTER.....	\$ 18.64	
CARPENTER.....	\$ 13.68 **	.05
CEMENT MASON/CONCRETE FINISHER...	\$ 13.93 **	
ELECTRICIAN		
Electrician.....	\$ 18.79	2.72
Telecommunications		
Technician.....	\$ 15.19 **	1.25
IRONWORKER.....	\$ 13.30 **	
LABORER		
Asphalt Raker and Spreader..	\$ 12.78 **	
Asphalt Screed/Jackman.....	\$ 14.50 **	
Carpenter Tender.....	\$ 12.51 **	.27
Cement Mason/Concrete		
Finisher Tender.....	\$ 11.04 **	
Common or General.....	\$ 10.40 **	.01
Guardrail/Fence Installer...	\$ 13.22 **	
Pipelayer.....	\$ 12.43 **	
Traffic Signal/Lighting		
Installer.....	\$ 15.65 **	.24

PAINTER

Bridge.....\$ 23.77

POWER EQUIPMENT OPERATOR

Asphalt Broom Tractor.....\$ 10.00 \*\*  
Bulldozer Fine.....\$ 16.13 \*\*  
Bulldozer Rough.....\$ 14.36 \*\*  
Concrete Grinder/Groover....\$ 17.92  
Crane Boom Trucks.....\$ 18.19  
Crane Other.....\$ 19.83  
Crane Rough/All-Terrain.....\$ 19.10  
Drill Operator Rock.....\$ 14.28 \*\*  
Drill Operator Structure....\$ 20.89  
Excavator Fine.....\$ 16.95  
Excavator Rough.....\$ 13.63 \*\*  
Grader/Blade Fine.....\$ 19.84  
Grader/Blade Rough.....\$ 15.47 \*\*  
Loader 2 Cubic Yards or  
Less.....\$ 13.31 \*\*  
Loader Greater Than 2  
Cubic Yards.....\$ 16.19 \*\*  
Material Transfer Vehicle  
(Shuttle Buggy).....\$ 15.44 \*\*  
Mechanic.....\$ 17.51  
Milling Machine.....\$ 15.22 \*\*  
Off-Road Hauler/Water  
Tanker.....\$ 11.83 \*\*  
Oiler/Greaser.....\$ 14.16 \*\*  
Pavement Marking Equipment..\$ 12.05 \*\*  
Paver Asphalt.....\$ 15.97 \*\*  
Paver Concrete.....\$ 18.20  
Roller Asphalt Breakdown....\$ 12.79 \*\*  
Roller Asphalt Finish.....\$ 13.76 \*\*  
Roller Other.....\$ 12.08 \*\*  
Scraper Finish.....\$ 12.65 \*\*  
Scraper Rough.....\$ 11.50 \*\*  
Slip Form Machine.....\$ 19.60  
Tack Truck/Distributor  
Operator.....\$ 14.82 \*\*

TRUCK DRIVER

GVWR of 26,000 or Less.....\$ 11.45 \*\*  
GVWR of 26,001 Lbs or  
Greater.....\$ 13.57 \*\* .03

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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

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

-----

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

-----

## WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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.

=====

END OF GENERAL DECISIO"





**Mecklenburg County**  
**Community Development Block Grant Program**  
**SECTION 3 Requirements and**  
**Policy Guide**

**Prepared for**  
Mecklenburg County

**Prepared by**  
Centralina Regional Council  
10735 David Taylor Drive, Suite 250  
Charlotte, NC 28262  
704.372.2416  
[www.centralina.org](http://www.centralina.org)  
[CEDD@centralina.org](mailto:CEDD@centralina.org)



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## Overview of Section 3 Requirements

### What is Section 3?

Section 3 is a provision of the U.S. Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of HUD financial assistance, to the greatest extent feasible, provide job training and employment opportunities for low- or very low- income residents, particularly those who are recipients of government assistance for housing, to participate in activities in their neighborhoods.

Projects that receive “HUD financial assistance” that are required to comply with Section 3 regulations are:

1. Any public and Indian Housing programs that receive (a) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (b) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (c) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937.
2. Recipients of housing and community development assistance equal to or exceeding \$200,000 expended for: (a) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (b) housing construction; or (c) other public construction projects awarded in connection with the Section 3-covered activity (as found in HUD Form 60002).

The enabling regulations for Section 3 can be found in 24 CFR Part 75.

Mecklenburg County as a recipient of HUD financial assistance, requires compliance from all developers, sponsors, contractors, and subcontractors with contracts at or above \$200,000.

NOTE: Contractors, subcontractors, developers, and sponsors will be referred to as “contractors” throughout this document. For additional information, please see “Definitions” in the Appendix.

### Who are Section 3 Workers?

Section 3 workers are any worker who currently fits, or when hired within the past five (5) years fit, at least one of the following, as documented:

- Persons and who have a household income that falls below HUD’s income limits low- to moderate-income is defined as eighty percent (80%) or below the median income of Mecklenburg County, as adjusted for household size;
- Are employed by a Section 3 business concern; OR
- Are a YouthBuild participant (see “Definitions” in the Appendix).

### Who are Section 3 Targeted Workers?

Section 3 targeted workers are:

- Employed by a Section 3 business concern;
- Currently fits or when hired fit one of the following categories, as documented within the past five (5) years:
  - Living within the service area or neighborhood of the project, as defined in 24 CFR § 75.5 (see “Definitions” in the Appendix); OR
  - A YouthBuild participant.

### What is a Section 3 Business Concern?

A business concern that meets at least one of the following criteria, documented within the last six (6)-month period:

- Is fifty-one percent (51%) or more owned by low – or very low-income persons (see “Definitions” in the Appendix);
- Employs low- or very low-income workers who complete seventy-five percent (75%) or more of the labor hours (see “Definitions” in the Appendix) on the worksite; OR
- Is at least fifty-one percent (51%) owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

### What Programs are Covered?

Created by the Housing and Urban Development Act of 1968, Section 3 applies to public and Indian housing programs, housing and community development programs, and other Federal and HUD assistance [24 CFR Part 75.3].

### What Types of Economic Opportunities are Available Under Section 3?

- Job training
- Employment
- Contracts

Any employment resulting from these expenditures, including administration, management, clerical support, and construction, is subject to compliance with Section 3.

## What Kinds of Section 3 Performance will be Monitored by HUD?

- Whether all contracts awarded by the HUD grantee (Mecklenburg County) contain the required Section 3 language in all applicable contracts;
- The number of Section 3 training opportunities coordinated by the HUD grantee (Mecklenburg County);
- Whether twenty-five percent (25%) or more of the total number of labor hours worked by Section 3 workers on a project; AND
- Whether at least five percent (5%) or more of the total number of labor hours worked by all workers was completed by Section 3 targeted workers. This signifies that the five percent (5%) is included as part of the aforementioned twenty-five percent (25%) threshold.

## Impact of Section 3 Requirements on Mecklenburg County

### What Must Mecklenburg County Do to Meet Section 3 Goals?

In order to achieve the twenty-five percent (25%) goal for Section 3 workers, the County will implement procedures for projects that will report on Section 3 activities. Procedures are required for:

- 1) Notification of potential Section 3 opportunities by publication: on Mecklenburg County's website, Mecklenburg County Purchasing Department's website, or published in the newspaper;
- 2) Compliance with HUD's Section 3 requirements; and
- 3) Annual reporting of Section 3 performance.

### How will Mecklenburg County Require Section 3 Compliance of Its Contractors, Developers, and Sponsors?

The County requires all developers, contractors, and subcontractors to attend a County-sponsored Section 3 training at least once annually.

Mecklenburg County requires all developers, contractors, and sub-contractors to utilize, to the greatest extent feasible, Section 3 business concerns.

Mecklenburg County requires all developers, contractors, and subcontractors to utilize, complete, or have completed a set of forms which document the developer's, contractor's, and sub-contractor's efforts to meet Section 3 requirements.

Specific draws, by contract, are conditioned on the complete submission of required Section 3

forms.

## How Does HUD Require Compliance of Mecklenburg County?

HUD receives annual reports from its grantees that identify the performance of contractors and investigates complaints. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 workers and to award contracts to Section 3 business concerns. In addition, HUD will monitor Section 3 compliance by analyzing the Consolidated Annual Performance and Evaluation Report (CAPER) submitted by the County on an annual basis.

## Mecklenburg County's Section 3 Policy

### General Policy Statement

It is the policy of Mecklenburg County to require its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The County implements this policy in part by providing special consideration to contractors that create employment and business opportunities for qualified low- and very low-income persons residing in Mecklenburg County.

### Section 3 Purpose

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3), requires the County to ensure that employment and other economic and business opportunities generated by U.S. Department of Housing and Urban Development (HUD) financial assistance, to the greatest extent feasible, are directed to public housing residents and other low- income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very low-income persons.

### Section 3 Contracting Policy & Procedure

Mecklenburg County will monitor and require compliance for all HUD-funded contracts that fit

within the Section 3 guidelines, as defined by HUD Form 60002.

## Mecklenburg County's Section 3 Plan

The County has developed a Section 3 Plan to identify the goals, objectives, and actions that will be implemented to ensure compliance with the requirements of Section 3.

To strengthen the County's compliance with and reporting for Section 3 activities, the agency has developed policies and procedures to guide implementation and reporting.

This policy is divided into three sections:

- Mecklenburg County Responsibilities
- Program Participant Responsibilities
- Hiring and Training with Section 3

### Mecklenburg County's Responsibilities

- **The County requires all developers, contractors, and sub-contractors to attend a training at least once annually on Section 3**

Mecklenburg County will offer Section 3 training twice a year in each calendar year.

- **Developers, contractors, and sub-contractors will be required, in responding to any Request for Funding (RFF), Request for Qualifications (RFQ), Invitation for Bids (IFB), or other solicitation from the County or its sub-recipients, to agree to complete Section 3 training within a reasonable timeframe, should their bid be successful.**

Developers, Contractors, and sub-contractors will be required to attend an annual Section 3 training should they be selected as the winning bidder. If necessary, a specially arranged Section 3 training may be organized for developers/contractors who have or will be signing a contract to undertake work based on HUD financing.

The County will maintain a list of persons who have successfully completed the Section 3 training for future reference.

- **The County requires all developers, contractors, and sub-contractors, to the greatest extent feasible, to utilize Section 3 business concerns.**

Mecklenburg County encourages all developers, contractors, and sub-contractors to utilize the HUD Section 3 Business Registry.

- For eligible Section 3 business concerns, registration for the online database

is located at:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

- To search the database for registered Section 3 business concerns, the search feature is located at:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness>

## Program Participant Responsibilities

- **Written governing notification to eligible residents about employment and training opportunities generated by Mecklenburg County Section 3 covered assistance.**

Subrecipients and contractors should utilize outreach efforts included in Appendix C to notify Section 3 Workers of potential opportunities.

- **Written procedures governing notification to Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.**

Subrecipients and contractors should utilize outreach efforts included in Appendix D to notify Section 3 Businesses of potential opportunities.

To assist developers, contractors, and sub-contractors in identifying Section 3 business concerns, Mecklenburg County encourages the use of the HUD Section 3 Business Registry and Opportunity Portal.

- **Setting numerical goals for employment and training opportunities for residents and contracting employees for Section 3 Business Concerns.**

Mecklenburg County will comply with the Section 3 benchmarks as mandated by 24 CFR 75.23. The current benchmarks established by HUD for Section 3 Workers is 25 percent or more of the total number of labor hours worked by all workers on a Section 3 Project. Targeted Section 3 Workers is set at five percent or more of the total number of labor hours worked by all workers on a Section 3 project.

It is the responsibility of contractors to implement progressive efforts to attain Section 3 compliance.

- **Documentation of compliance with Section 3 regulations, any impediments encountered in implementing the Section 3 program, and corrective actions taken to remedy any problem areas.**

24 CFR 75.31 requires that HUD grantees (Mecklenburg County) must document compliance with Section 3 requirements, any impediments encountered in



implementing the Section 3 program, and any corrective actions taken to remedy any compliance problems.

### Hiring & Training with Section 3

Recipients and their contractors/subcontractors are required to give hiring and training preference to Section 3 workers, to the greatest extent feasible, when employment and training opportunities result from a CDBG funded project.

When a recipient or contractor/subcontractor has identified that new employment or training opportunity will result from the normal completion of the CDBG construction and/or rehabilitation projects, the CDBG grant administrator should work with that entity to assist with advertising the opportunity to Section 3 residents.

Notices of employment/training opportunities must be sent to the National Association of Housing and Redevelopment Officials (NAHRO). Notices should be sent to the NAHRO Chapter President assigned to Mecklenburg County. NAHRO will share the notice with public housing authorities, in an effort to help reach Section 3 businesses.

Notices of employment/training opportunities must also be posted to HUD's Opportunity Portal (<https://hudapps.hud.gov/OpportunityPortal>). This portal may also be used by businesses seeking Section 3 workers for open employment opportunities.

When giving hiring and training preference to Section 3 workers, recipients and contractor/subcontractors should use the following order of priority:

- 1st: Section 3 workers residing in the service area or neighborhood in which the section 3 project is located.
- 2nd: Participants in HUD Youth Build programs
- 3rd: Other section 3 residents.

### Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

The Recipient shall comply with provisions for economic opportunities for low- and very low-income persons in accordance with 24 CFR part 75 and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All contracts for Section 3 projects shall be required to comply with Section 3 and shall meet the requirements in 24 CFR Part 75.19:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to provide written notice of contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- E. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
- F. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- G. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

- H. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- I. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

- A. Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not

subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75. The Section 3 Manager will maintain a list of those in violation. The contractor should consult with Section 3 Manager if this occurs.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. The contractor agrees to submit all required Section 3 forms at the first draw of funds, and updated Section 3 forms before the release of the final payment or retainage, whichever is applicable.
- G. The contractor understands and agrees that the contractor and all subcontractors thereof are required to attend a County sponsored Section 3 training at least once annually.
- H. Noncompliance with HUD's regulations in 24 CFR parts 75 may result in sanctions, termination of the contract for default, and debarment or suspension from future HUD assisted contracts.

### Recordkeeping and Reporting

To report Section 3 data, Mecklenburg County recipients and contractors must analyze the number of labor hours worked on a Section 3 project, how many labor hours were worked by Section 3 Workers, and how many labor hours worked were by Targeted Section 3 Workers. Even if no labor hours worked were by Section 3 or Targeted Section 3 workers, this information must be reported to the County.

For all Section 3 projects employing Section 3 workers or Targeted Section 3 workers, the recipient/contractor must maintain one of the following (in order of priority) to demonstrate Section 3 status of the worker:

1. Self-certification form (Appendix E) If the worker's household income is less than 80% of area median income, they are considered a Section 3 worker. Income limits are provided annually by Mecklenburg County.
2. Certification from an employer that the worker's income from the employer is within the income limits if annualized. This may be recorded and affirmed

on the Contractor's Report found in Appendix F. Instructions for using the Contractor's Report are contained within the Report.

3. Certification from an employer that the worker is employed by a Section 3 business concern. This can be demonstrated by a contractor's submission of the Section 3 Business Certification (Appendix G) AND the Contractor's report.
4. Certification from a PHA that the worker is a participant in one of its programs. Please use the appropriate Certification Forms, found in the appendix to this chapter.

To report Section 3 data to Mecklenburg County, recipients and contractors are encouraged to utilize the Contractor's Report, provided by the County, to record labor hours worked and hours worked by Section 3 and Targeted Section 3 workers. Even if no Section 3 Workers were utilized, this report must be completed and submitted to the County at the completion of each project.

In addition, recipients and contractors will be required to report an aggregate of *all* labor hours worked and Section 3 hours worked annually to Mecklenburg County. This report will be submitted in a manner prescribed by the County and will be due by June 30<sup>th</sup> of each year. Recipients will also need to report Section 3 accomplishments and/or provide a detailed explanation of why Section 3 goals were not met and indicate efforts made to identify and engage Section 3 Workers and Businesses. This data may be collected using the Contractor's Report found in the appendix to this Chapter and aggregated annually for submission to the County.

### Section 3 Complaint Policy

As a general policy statement, Mecklenburg County will investigate any complaints of non-compliance with Section 3 requirements thoroughly. Complaints should be directed to:

Timothy M. Tibbs  
Senior Assistant to the Deputy County  
Manager  
600 E. Forth Street  
Charlotte, NC 28202  
[Timothy.Tibbs@mecklenburgcounty  
nc.gov](mailto:Timothy.Tibbs@mecklenburgcounty.nc.gov)

Complainants about Section 3 non-compliance can also be directed to the Greensboro Office of the U.S. Department of Housing and Urban Development:

Section 3 Coordinator  
U.S. Dept. of Housing and Urban Development  
Asheville Building Suite 215  
1500 Pinecroft Rd #401  
Greensboro, NC 27407  
Phone: (336) 547-4000

**APPENDIX A**  
**SECTION 3 BOILERPLATE LANGUAGE FOR CONTRACTS, PUBLIC**

## NOTICES & ADVERTISEMENTS

### PURPOSE

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) requires Mecklenburg County to ensure that employment and other economic and business opportunities generated by the Department of Housing and Urban Development (HUD) financial assistance, to the greatest extent feasible, are directed to public housing residents and other low- income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very-low income persons.

### GENERAL POLICY STATEMENT

It is the policy of Mecklenburg Country to require its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The County implements this policy in part through the awarding of contracts to contractors that create employment and business opportunities for qualified low- and very low-income persons residing in the Mecklenburg County area.

## APPENDIX B SECTION 3 DEFINITIONS

**Applicant** – Any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association.

**Business Concern** – a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

**Contractor** - any entity which contracts to perform work generated by the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

**Developer** – For-profit and non-profit entities that apply to Mecklenburg County for funds to construct homes and apartments on County-owned land and to rehabilitate once-County-owned buildings. Developers – like contractors – are subject to Section 3 compliance for work performed in connection with a Section 3 covered project.

**Employment Opportunities Generated by Section 3 Covered Assistance** – all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in Section 135.3

(a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative jobs. Management and administrative jobs include architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

**Grantee/Recipient** – any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee, or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

**Housing Development** – low-income housing owned, developed, or operated by Mecklenburg County Community Development or its' grantees in accordance with HUD's regulations.



**Labor hours**: the number of hours paid by persons on a Section 3 project or employed with funds that include public housing financial assistance.

**Low-income person** – families (including single persons) whose incomes do not exceed 80% of the median income for the area, adjusted for household size.

**Section 3** – Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

**Section 3 Business Concern** – a business that meets at least one of the following criteria, documented within the last six-month period:

- 1) At least 51% owned and controlled by low- or very low-income persons; OR
- 2) Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; OR
- 3) A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

**Section 3 Covered Assistance** –

- 1) Public housing development assistance provided pursuant to Section 5 of the 1937 Act;
- 2) Public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- 3) Public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
- 4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

**Section 3 Clause** – the contract provisions set forth in Section 135.38.

**Section 3 Covered Contracts** – a contract or subcontract in the amount of \$200,000 or more (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR).

**Section 3 Covered Projects** – a County-sponsored project (in a Mecklenburg County new construction, finance, or rehabilitation program) that is receiving County funds equivalent to or more than \$200,000.

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

**Subcontractor** – any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance or arising in connection with a Section 3 covered project.

**Very low-income person** – families (including single persons) whose income do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

**YouthBuild** – a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.

## APPENDIX C

### EXAMPLES OF OUTREACH EFFORTS TO OFFER CONTRACTING, TRAINING & EMPLOYMENT OPPORTUNITIES TO SECTION 3 WORKERS

1. Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
2. Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to public housing units and common areas of all developments within the project's service area.
3. Working with Housing Choice Vouchers (HCV) program to inform voucher holders in the service area of opportunities for training and employment.
4. Utilizing HUD Opportunity Portal and Section 3 Business Registry to post employment opportunities, or to find Section 3 Businesses and/or Workers in the project's service area.
5. Referring Section 3 workers to local career service agency or other providers that offer resume building, interview preparation, job search and placement, financial literacy or other job readiness services.
6. Referring Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
7. Conducting job interviews at the housing development or developments where Section 3 workers reside, or at a location within the neighborhood or service area of the section 3 project.
8. Contacting agencies administering HUD YouthBuild programs and requesting their assistance in recruiting HUD YouthBuild program participants for any training and employment opportunities.
9. Holding one or more job fairs.
10. Providing assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

## APPENDIX D

### EXAMPLES OF EFFORTS TO AWARD CONTRACTS TO SECTION 3 BUSINESSES

1. Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the Housing Authority.
2. Utilizing HUD Opportunity Portal and Section 3 Business Registry, and NC DOT Disadvantaged Business Registry to identify Section 3 Businesses in the project's service area and providing written notice of the contracting opportunity or sending invitations to bid directly to those businesses.
3. Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
4. Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
5. Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
6. Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.
7. Contacting agencies administering HUD YouthBuild programs and notifying these agencies of the contracting opportunities.
8. Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

## APPENDIX E

### SECTION 3 WORKER CERTIFICATION

A Section 3 Worker seeking preference in training and employment must certify eligibility (as defined in Section 75.5) by residency and household income. Please certify below and submit documentation of eligibility to the recipient contractor or subcontractor.

I, \_\_\_\_\_, am a legal resident of \_\_\_\_\_, (Worker Name)  
 \_\_\_\_\_ (Community Name).

and meet the income eligibility guidelines for low- or very low-income person as published below (please mark the size and income limit that apply to your household):

<b>Please check below the size and income limit that apply to your household</b>	<b>Number in Household</b>	<b>Low Income</b> <i>Under 80% of Area Median Income</i>
<input type="checkbox"/>	1 individual	
<input type="checkbox"/>	2 individuals	
<input type="checkbox"/>	3 individuals	
<input type="checkbox"/>	4 individuals	
<input type="checkbox"/>	5 individuals	
<input type="checkbox"/>	6 individuals	
<input type="checkbox"/>	7 individuals	
<input type="checkbox"/>	8 individuals	

My permanent address is:

\_\_\_\_\_

I have attached the following Section 3 Worker documentation:

- ☐ Copy of lease/mortgage or other acceptable verification indicating current address
- ☐ Copy of receipt of public housing or Section 8 assistance
- ☐ Copy of public assistance documentation
- ☐ Copy of annual income documentation
- ☐ Other: \_\_\_\_\_

I affirm that the information contained in this report, including the above statements, are true, complete, and correct to the best of my knowledge and belief. Any false statements made knowingly and willfully may subject the signer to penalties under Section 1010 of Title 18 of the United States Code.

\_\_\_\_\_  
 Worker's Signature

\_\_\_\_\_  
 Date

## APPENDIX F

### SECTION 3 BUSINESS CERTIFICATION

*- To be completed by the business claiming Section 3 business status.*

All contracts and subcontracts awarded on Section 3 covered projects must be reported in aggregate on the Section 3 Summary Report. For all businesses reported as being Section 3 Businesses, documentation of their status must be retained in the project files. Mecklenburg County considers this form adequate documentation of Section 3 status.

Projects that receive \$200,000 or more in HUD funds are "Section 3 projects". Contractors are required to report on all contracts they make both with Section 3 Businesses and with businesses that are not Section 3 Businesses.

This form is a tool to determine and document the Section 3 Business status. Documentation of the status of Section 3 Businesses should be retained in the project files.

**Business being certified:**

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

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

**Project information:**

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

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

**Section 3 determination**

1. Is your business owned (51% or more) by individuals whose household incomes are NO GREATER THAN 80% of Area Median Income (AMI)\* OR by individuals that are current public housing residents or current residents of Section 8-assisted housing?  
( ) Yes ( ) No
2. Within the last three months, have 75% of all labor hours performed been performed by individuals whose household incomes are no greater than 80% of Area Median Income (AMI)?  
( ) Yes ( ) No

If any of the questions above are marked "yes", the business qualifies as a Section 3 business.

I certify that the above statements are true, complete, and correct to the best of my knowledge and belief.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date \_\_\_\_\_

APPENDIX G  
SECTION 3 MONTHLY REPORT



### Section 3 Monthly Status Report – Hiring / Subcontracting Activity

(For General Contractor – Submit both general contractor and subcontractor reports monthly; For Subcontractors – Submit to General Contractor monthly)

#### Instructions

1. The general contractor and all subcontractors (if applicable) must provide fully completed monthly status reports to the CDBG Program Administrator on their Section 3 Hiring Plan and Section 3 Subcontracting Plan progress. Incomplete forms will be rejected.
2. List all positions filled and subcontracts executed in connection with the Section 3 project to date and explain any changes from the approved Plan.
3. Submit all applicable related Section 3 Resident and Section 3 Business Certification forms (with supporting documentation) with the report.
4. Reports must be submitted to the CDBG Program Administrator by the general contractor no later than 10 days after the end of each month.

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

Month/Year of Report: \_\_\_\_\_

General Contractor: \_\_\_\_\_

GC Contact Name/Phone: \_\_\_\_\_

Subcontractor Name(s): \_\_\_\_\_

#### HUD Hiring Categories

- |                           |                              |
|---------------------------|------------------------------|
| 1) Professionals          | 6) Craft Workers (skilled)   |
| 2) Technicians            | 7) Operatives (semi-skilled) |
| 3) Office and Clerical    | 8) Laborers (unskilled)      |
| 4) Officials and Managers | 9) Service Workers           |
| 5) Sales                  |                              |

<b>HIRING</b> List job titles for all new hires AND names of persons hired for the project during this reporting period (e.g., Craft worker – John Smith)	Sec 3 Resident Hired? (Y/N)	Hiring Category	# of Sec 3 Residents Interviewed	Referral Sources Utilized	<b>If Sec 3 Resident not hired, provide a reason*</b>

<b>SUBCONTRACTING</b> Name of subcontractors contracted in connection with the project this reporting period	Section 3 Business Selected? (Y/N)	Dollar Value of Contract	Contract Date	# of Sec 3 businesses that bid on contract	Referral Sources Utilized	<b>If Sec 3 Business not selected, provide a reason*</b>

Describe efforts to provide Section 3 Residents and Businesses with first consideration for employment and contracting opportunities, and all outreach activities performed.

**If no activity, explain\*:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Company Representative

\*Must provide an answer



APPENDIX H  
SECTION 3 ANNUAL REPORT



## SECTION 3 ANNUAL REPORT

### July 1, 2022 - June 30, 2023

Project Name: \_\_\_\_\_  
 Month/Year of Report: \_\_\_\_\_  
 General Contractor: \_\_\_\_\_  
 GC Contact Name/Phone: \_\_\_\_\_  
 Subcontractor Name(s): \_\_\_\_\_

If the total number of Section 3 hours OR the number of Targeted Section 3 hours reflects greater than "0" attach supporting payrolls AND the Section 3 Worker and Target Worker Information Sheet (link) for each employee.

Total Labor Hours	CDBG
Total Number of Activities	
Total Labor Hours	
Total Section 3 Worker Hours	
Total Targeted Section 3 Worker Hours	

If the total number of Section 3 hours OR the number of Targeted Section 3 hours reflects "0" choose one or more of the efforts below your company engaged in this month.

Qualitative Efforts - Number of Activities by Program	CDBG
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	
Direct, on-the job training (including apprenticeships).	
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	
Outreach efforts to identify and secure bids from Section 3 business concerns.	
Technical assistance to help Section 3 business concerns understand and bid on contracts.	
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	
Held one or more job fairs.	
Provided or connected residents with supportive services that can provide direct services or referrals.	
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	
Assisted residents with finding child care.	
Assisted residents to apply for, or attend community college or a four year educational institution.	
Assisted residents to apply for, or attend vocational/technical training.	
Assisted residents to obtain financial literacy training and/or coaching.	
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	



## SECTION 3 ANNUAL REPORT

### July 1, 2022 - June 30, 2023

Provided or connected residents with training on computer use or online technologies.	
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	

In the last 6 months your business is at least 51% owned and controlled by low-or very low-income persons.

In the last 6 months over 75% of the labor hours performed by your business over the past three-month period were performed by Section 3 workers.

In the last 6 months your business is at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

---

Date

---

Signature of Company Representative

### **Additional Reporting if Section 3 Benchmarks are not met [24 CFR 75.25(b)]**

If the Recipient's reporting indicates the Section 3 benchmarks have not been met, the Recipient must report on the nature of activities pursued in the absence of not meeting Section 3 benchmarks. In the absence of not meeting Section 3 benchmarks, the Recipient made efforts including (check all that apply and provide documentation of effort(s)):

- ☐ Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- ☐ Provided training or apprenticeship opportunities.
- ☐ Provided technical assistance to help Section 3 workers compete for jobs (*e.g.*, resume assistance, coaching).
- ☐ Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- ☐ Held one or more job fairs.
- ☐ Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.*, work readiness activities, interview clothing, test fees, transportation, child care).
- ☐ Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- ☐ Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- ☐ Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- ☐ Provided technical assistance to help Section 3 business concerns understand and bid on contracts. Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- ☐ Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- ☐ Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- ☐ Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
- ☐ Other, please describe: \_\_\_\_\_

By signing this document, as an authorized employee of the Recipient, I certify the above efforts are true and accurate to the best of my knowledge and belief.

---

Recipient Signature

---

Date

**NORTH CAROLINA  
MECKLENBURG COUNTY**

**SUBRECIPIENT GRANT AGREEMENT**



**COMMUNITY DEVELOPMENT BLOCK GRANT  
SUBRECIPIENT AGREEMENT**

This Subrecipient Grant Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_, 2023 by and between **Mecklenburg County**, a political subdivision of the State of North Carolina, organized and existing under the laws of the State of North Carolina, whose address is 600 East Fourth Street, Charlotte, NC 28202, hereinafter referred to as the ("COUNTY") and the **Town of Pineville**, hereinafter referred to as the "SUBRECIPIENT", whose address is 200 Dover Street, Pineville, NC 28134

**WITNESS THAT:**

**WHEREAS**, the COUNTY has entered into an Agreement to receive funds under the Community Development Block Grant (CDBG) pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383 from the US Department of Housing and Urban Development (hereinafter called "HUD");

**WHEREAS**, the COUNTY has designated the above-named organization as a SUBRECIPIENT pursuant to HUD rule 24 CFR Part 570, Subpart K which sets forth regulations to implement the CDBG Program; and

**WHEREAS**, the COUNTY and the SUBRECIPIENT have entered into this Agreement in order to provide the SUBRECIPIENT with funding for **construction work for approximately 1,500 linear feet of sidewalk along South Polk Street**. Funding is permissible under 24 CFR Part 570, Subpart K;

**WHEREAS**, the County wishes to engage the Subrecipient to assist the County in utilizing such funds to carry out a part of the County's Federal award by committing **TWO HUNDRED FIFTY-THREE THOUSAND DOLLARS AND 00/00 (\$253,000.00)** of the County's Federal award, pursuant to this Agreement; and

**WHEREAS**, the CDBG funds made available for use by the Subrecipient under this Agreement constitute a subaward of the County's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of the County's Federal award; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**A. DEFINITIONS:**

Except to the extent modified or supplemented by this Agreement, any term defined in 24 CFR Part 570, Subpart K shall have the same meaning when used herein.

- 1) Agreement means this agreement, the approved application for CDBG assistance (including cover letters, maps, schedules, award letters prior and subsequent to this funding agreement, and other submissions in the approved application), and any subsequent amendments to this Agreement.
- 2) SUBRECIPIENT means the **Town of Pineville**.
- 3) Assistance means the funds provided under this Agreement.
- 4) Program means the project, including the administration thereof, for which assistance is being provided under this Agreement.

**B. USE OF CDBG FUNDS:**

- 1) The SUBRECIPIENT shall perform the projects or tasks related to its allocation of CDBG funds listed in Section G and according to the schedule and within the budget outlined in this agreement.
- 2) The SUBRECIPIENT shall propose under this Agreement which meets CDBG requirements under 24 CFR Part 570, Subpart K and conform to the COUNTY's Consolidated Plan.

**C. DURATION OF THE AGREEMENT:**

The COUNTY agrees to provide to the SUBRECIPIENT, Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974 as described in this Agreement. This Agreement will remain in effect for twenty-four (24) months from the date of this Agreement, or for as long as funds are made available.

**D. SCOPE OF SERVICES:**

Project funds will be used for SUBRECIPIENT to build approximately 1,500 linear feet of missing sidewalk between two existing sidewalk sections along the Western side of South Polk Street. This section will provide a primary safe pedestrian route from adjacent housing developments to nearby churches, Pineville Elementary School, grocery store, and other goods and services. The project is a direct benefit to 3071 people within census 58.25 block group 1, providing a needed safe pedestrian connection within the existing transportation corridor.

**SUBRECIPIENT will carry out the following tasks/activities:**

- Follow federal procurement regulations for construction services.
- Submit quarterly performance reports and a final report, as required.
- Submit request for reimbursements on a regular basis with the required supporting documentation (invoices, proof of payment, and/or any project specific documentation).
- Ensure all contractors are not listed on the Federal government's debarment site.
- Ensure all contractors, as required, comply with all applicable contractual provisions.
- Monitor project progress and attend regular project check-in meetings, as required.
- Submittal of MBE/WBE and Section 3 reports, as required.
- Follow the Davis Bacon federal regulation.

**E. National Objectives**

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low-and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Low Moderate-Income Area Benefit activity [24 CFR 570.208(a)(1)(i)]. This activity is eligible under the category Public Facilities and Infrastructure Improvement [24 CFR 570.201(c)]. Subrecipient will use Quarterly Performance Report form to document the national objective.

**F. STAFFING:**

The SUBRECIPIENT shall assign the following staff as Key Personnel to the CDBG Year 2022 (FY 2022 – 2023) Pineville South Polk Connector Project Phase II. - Construction

EXHIBIT 1	
Staff Member Title	General Program/project Duties
Travis Morgan, Planning Director	General program oversight and administration; approval of the contractor selection; solicitation of contractors; maintenance of program records, relay of progress reports, reimbursement requests.
Chip Hill, Public Works Director	Oversight of awarded engineer; inspections, final inspections.
Bonnie Fisher, Town Engineer	Contracted engineering supervisor

**G. PROJECT SCHEDULE:**

Unless amended by a mutually written agreement by the SUBRECIPIENT and the COUNTY, SUBRECIPIENT will perform the described tasks relating to providing emergency housing repairs and complete the repair of eligible units in conformance with the schedule listed in Exhibit 2. Minor adjustments to the project schedule will not require a formal contract amendment, provided these adjustments do not extend the term of the contract.

EXHIBIT 2														
Task/Program Goals	Dec 2023	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	June 2024	July 2024	Aug 2024	Sept 2024	Oct 2024	Nov 2024	Dec 2024	Jan 2025
Execute Subrecipient Agreement														
Procurement of Construction Services														
Selection of Construction Firm														
Submission of Quarterly Reports		X			X			X			X			X
Submission of Closeout Report														

Task/Program Goals	Feb 2025	Mar 2025	Apr 2025	May 2025	June 2025	July 2025	Aug 2025	Sept 2025	Oct 2025	Nov 2025	Dec 2025
Execute Subrecipient Agreement											
Procurement of Construction Services											
Selection of Construction Firm											
Submission of Quarterly Reports			X			X			X		X
Submission of Closeout Report											X

**H. AMOUNT OF ASSISTANCE**

The COUNTY shall make available to the SUBRECIPIENT, **TWO HUNDRED FIFTY-THREE THOUSAND DOLLARS AND 00/00 (\$253,000.00)** pursuant to this Agreement. Said funds shall be disbursed by the COUNTY to the SUBRECIPIENT for performance of the services described in Section D of this agreement.



**I. BUDGET**

The following is the budget for the CDBG Year 2022 (FY 2022-2023) for the SUBRECIPIENT, who will administer the **FY22-23 Pineville South Polk Connector Project Phase II**. Minor adjustments to the use of funds will not require a formal contract amendment, provided these adjustments do not increase the total funding for contract activities. The determination of whether a change is minor is at the sole discretion of the COUNTY or their designee.

EXHIBIT 3			
SOURCES→	CDBG	IN-KIND/LOCAL MATCH	TOTAL
USES↓			
Environmental Review	0	10,000	10,000
Construction	175,000	5,000	180,000
Administration	51,000	5,000	56,000
Contingency	27,000	5,000	32,000
<b>TOTAL</b>	<b>253,000</b>	<b>25,000</b>	<b>278,000</b>

**J. OBLIGATIONS OF THE SUBRECIPIENT:**

- 1) SUBRECIPIENT shall comply with all applicable regulations outlined in 24 CFR Part 570, and all applicable lawful requirements of the COUNTY, all applicable requirements of the General Statutes of the State of North Carolina and any other applicable statutes, laws and Executive Orders currently or hereafter in force.
- 2) SUBRECIPIENT shall assume responsibility for managing the day-to-day operations of its CDBG program to assure compliance with program requirements outlined in 24 CFR Part 570, Subpart K, and for taking appropriate action when performance problems arise. The SUBRECIPIENT shall spend its allocation of CDBG funds under this Agreement on eligible activities within twelve (12) months from the date of this Agreement.
- 3) SUBRECIPIENT shall submit a Project Closeout Report to the COUNTY no later than 30 days after the final drawdown request for CDBG funds under this Agreement.
- 4) SUBRECIPIENT shall carry out each activity in compliance with all federal laws and regulations described in 24 CFR Part 570 Subpart K, including the environmental review.
- 5) SUBRECIPIENT shall assume all affirmative marketing responsibilities.
- 6) SUBRECIPIENT shall be responsible for complying with the provisions of this Agreement even when SUBRECIPIENT designates a third party or parties to undertake all or any part of the program. All third parties must be bound in writing to the same provisions as required by this Agreement and approved in advance by the COUNTY.

- 7) SUBRECIPIENT shall comply with all lawful requirements of the COUNTY necessary to ensure that the program is carried out in accordance with the SUBRECIPIENT Certifications including the certifications of assumption of environmental and labor standard responsibilities outlined in 24 CFR Part 570.
- 8) The assistance provided under this Agreement shall not be used by SUBRECIPIENT to pay a third party to lobby the COUNTY for funding approval, approval of applications for additional assistance, or any other approval or concurrence of the COUNTY required under this Agreement. CDBG funds may be used to pay reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitations, if these services are eligible as program costs, and in accordance with Section D: Scope of Services.
- 9) SUBRECIPIENT shall reimburse the COUNTY for any amount of CDBG funds determined by the COUNTY to have been improperly expended.
- 10) If applicable, SUBRECIPIENT shall abide by the conditions prescribed in 24 CFR Part 570 for the use of CDBG funds by religious organizations.
- 11) If applicable, SUBRECIPIENT shall notify the COUNTY in writing of any changes in its 501 (c) (3) tax exempt status throughout the specified period of this Agreement, or any other change to the nonprofit which alters the organization such that it no longer meets the definition of a SUBRECIPIENT as provided under 24 CFR Part 570.

**K. RECORDS AND REPORTS:**

- 1) SUBRECIPIENT agrees to keep the following records:
  - a) Records as specified in 24 C.F.R. 570.506, *Records to be Maintained*;
  - b) Adequate documentation to support costs charged to the CDBG Program;
  - c) Records detailing procurement procedures followed by SUBRECIPIENT;
  - d) As required by 24 C.F.R 570.490, for fair housing and equal opportunity purposes, records that include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the Project; and
  - e) Any other records as the COUNTY may reasonably require.
- 2) All records pertinent to this grant and work undertaken as part of the Project, will be retained by the SUBRECIPIENT for the period required by 2 C.F.R. 200.333, as interpreted by HUD, and applied to the CDBG Program through 24 C.F.R. 570.490.
- 3) SUBRECIPIENT also agrees to comply with the methods for collection, transmission and storage of information as described in 2 C.F.R 200.335.
- 4) SUBRECIPIENT shall maintain and make available at reasonable times and places all records, information and reports necessary to assist the COUNTY in meeting its internal and federally mandated record keeping and reporting requirements in accordance with 24 CFR Part 570.506.

Such records and accounts shall include all property, personnel, and financial records the COUNTY and Federal agencies deem necessary to assure a proper accounting for all CDBG Program funds.

- 5) SUBRECIPIENT shall provide the COUNTY with information necessary for it to complete the Consolidated Annual Performance and Evaluation Review report and other reports required by HUD.
- 6) SUBRECIPIENT shall provide to the COUNTY, an annual audit report or year-end financial statements performed in compliance with 2 C.F.R 200.512, due no later than six months after the SUBRECIPIENT'S year-end.
- 7) SUBRECIPIENT shall keep a fully executed copy of this Agreement and a copy of the CDBG regulations on file in their place of business at all times.
- 8) SUBRECIPIENT shall keep all documents used to determine their status as a SUBRECIPIENT current and available for inspection by the COUNTY for the duration of this Agreement.
- 9) SUBRECIPIENT shall provide any duly authorized representative of the COUNTY, the Department of Housing and Urban Development and the Comptroller General of the United States, at all reasonable times, access to and the right to inspect, copy, monitor and examine all of the books, papers, records, and other documents relating to the CDBG grant and the fulfillment of this Agreement for a period of three years following the completion of all closeout procedures respecting CDBG funds, and the final settlement and conclusion of all issues arising out of the CDBG grant.
- 10) SUBRECIPIENT must provide the COUNTY with the SUBRECIPIENT's Unique Entity Identifier (UEI) number.
- 11) SUBRECIPIENT shall submit quarterly reports to the COUNTY or to the designated COORDINATING AGENCY by the 15th of each month following the closure of the quarter for which the activity is being reported (January 15, April, 15, July 15, and October 15). The report should cover the preceding three months' activities and must be forwarded to the COUNTY or the designated COORDINATING AGENCY, so as to arrive not later than 15 working days after the completion of the quarter. Failure to submit required reports can result in a delay in reimbursement payments, reduction in grant awards, and grant termination.
- 12) SUBRECIPIENT will submit a final report along with the final request for reimbursement within 30 days of completion of the project.

**L. PAYMENT:**

- 1) SUBRECIPIENT shall request reimbursement of CDBG funds only for eligible expenditures made or eligible expenses incurred by the SUBRECIPIENT.

All expenditures and expenses shall be incurred in accordance with the provisions of the Agreement. Payments shall only be made after SUBRECIPIENT has presented documentation of expenses that meet COUNTY approval. It is expressly understood and agreed by SUBRECIPIENT that payment by the COUNTY will not exceed the maximum sum of **TWO HUNDRED FIFTY-THREE THOUSAND DOLLARS AND 00/00 (\$253,000.00)** for all of the services specified in Section D: Scope of Services. Further, SUBRECIPIENT understands and agrees that any payment made under this Agreement by the COUNTY is limited to funds made available under the grant referenced above. The COUNTY shall make payments upon receipt of a request for check from SUBRECIPIENT, documentation of expenditures and any other documentation that the COUNTY or its designee, may require from SUBRECIPIENT. All such documentation is to be in a form and substance satisfactory to the COUNTY. Payments shall be made only for the activities listed in Section D. Check requests for reimbursable expenses will be processed by the COUNTY for payment not more often than monthly, until all such grant funds have been expended or until this Agreement has expired, whichever shall come first.

- 2) SUBRECIPIENT shall provide to the COUNTY, the documentation of expenses as outlined above, and any other information determined by the COUNTY to be necessary or appropriate for the proper monitoring of this Agreement.
- 3) SUBRECIPIENT is encouraged to submit Request for Reimbursement on a monthly basis, or at a minimum, requests must be submitted no less often than quarterly. The report should include expenditures and supporting documentation for requested period's activities and must be forwarded to the COUNTY or the designated coordinating agency. Delays by the SUBRECIPIENT in making any report to the COUNTY or coordinating agency required by this Agreement may, at the COUNTY's sole discretion, result in delays in payment to SUBRECIPIENT of part or all of SUBRECIPIENT's request for funds. A delay in making a disbursement by the COUNTY to SUBRECIPIENT does not change the time required of SUBRECIPIENT to submit reports to the COUNTY or coordinating agency.

**M. CONFLICT OF INTEREST:**

- 1) No employee, agent, consultant, officer, elected official or appointed official of Mecklenburg County who has responsibilities related to the CDBG Program or access to "inside" information concerning said program shall obtain a financial benefit or interest from any CDBG Program activity for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.
- 2) SUBRECIPIENT shall make a good faith effort to assure that this provision is not violated, and that any suspected violations are promptly reported to the COUNTY.

**N. DEFAULT:**

- 1) It is expressly agreed and understood that SUBRECIPIENT's designation as a subrecipient shall become null and void, at the COUNTY's option, in the event SUBRECIPIENT fails to meet any one or more of the criteria for subrecipient designation.
- 2) The COUNTY shall notify SUBRECIPIENT in writing of any such default under this Agreement.
- 3) SUBRECIPIENT shall have sixty (60) days after receipt of the written notice of default within which to cure such default.
- 4) SUBRECIPIENT agrees to repay, remit or return to the COUNTY any amount of unspent CDBG funds provided to the SUBRECIPIENT in the event of a default under the terms of this Agreement.
- 5) SUBRECIPIENT agrees to repay, remit or return to the COUNTY any amount of remaining CDBG funds provided under this Agreement, if the COUNTY determines that the SUBRECIPIENT does not have the capacity to carry out its CDBG program on schedule or in a timely manner. The COUNTY shall provide a written determination of its finding to the SUBRECIPIENT ten (10) days prior to the request to remit, return or repay the CDBG funds.

**O. SUSPENSION OR TERMINATION:**

- 1) The COUNTY may suspend or terminate this Agreement, in whole or in part, if SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein or announced by HUD.
- 2) In the event there is probable cause to believe SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the COUNTY may withhold said CDBG funds until such time as SUBRECIPIENT is found to be in compliance by the COUNTY or is otherwise determined to be in compliance.
- 3) The COUNTY shall advise SUBRECIPIENT in writing what action(s) must be taken for resumption of payments.

**P. INSURANCE:**

SUBRECIPIENT's chief fiscal officer or insurer shall provide the COUNTY with a Certificate of Insurance assuring that all persons handling funds received or disbursed under this Agreement are covered by fidelity bond, moneys and securities or a crime policy in an amount consistent with sound fiscal practice and with the coverage deemed necessary by the COUNTY for its own employees.

Required Insurances:

- Automobile Liability – min \$1,000,000
- Commercial General Liability – min \$1,000,000, and County must be named as additional insured!
- Worker’s Compensation and Service Providers Liability - State Statutory Requirements; and Employers’ Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.
- The COUNTY must be listed as Certificate Holder”

**Q. LIABILITY OF COUNTY:**

Work to be performed as provided herein shall be done by the Subrecipient as an independent Contractor. The COUNTY shall not be liable for claims for damages or losses arising out of the performance of this Agreement by the Subrecipient, its sub-contractors or agents. This will apply except in those cases where the Subrecipient is a or Division of the COUNTY.

**R. HOLD HARMLESS:**

- 1) The COUNTY shall not be liable for any and all claims, actions, suits and judgments whatsoever arising out of the performance or nonperformance of this Agreement by SUBRECIPIENT, its employees, officers or agents.
- 2) SUBRECIPIENT shall hold harmless, defend and indemnify the COUNTY, its officers, agents, and employees from all such claims, actions, suits, charges, and judgments under this Agreement.

**S. AMENDMENTS:**

- 1) The COUNTY or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing and signed by a duly authorized representative of both organizations.
- 2) Such agreements shall not invalidate this Agreement, nor relieve or release the COUNTY or SUBRECIPIENT from its obligations under this Agreement.
- 3) The COUNTY may at its discretion, amend this Agreement to conform with Federal, State or local government guidelines, policies and available funding amounts, or for other reasons.
- 4) If such amendment results in a change in CDBG funding, a new exhibit shall be executed with corresponding changes for Exhibit D. Scope of Services, Exhibit F. Project Schedule, and/or Exhibit H. Budget.

**T. UNIFORM ADMINISTRATION REQUIREMENTS:**

The SUBRECIPIENT will comply with applicable CDBG Regulations in 24 C.F.R. Part 570 as now in effect, and as such law may be amended during the term of this contract.

SUBRECIPIENT will also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in this contract and in 2 C.F.R. Part 200, (which have been adopted by HUD through 2 C.F.R. Part 2400) as now in effect, and as such law may be amended during the term of this contract, or any reasonably equivalent procedures and requirements that the COUNTY may prescribe.

In particular, SUBRECIPIENT agrees to establish internal controls in order to have reasonable assurance that SUBRECIPIENT is carrying out the Project in compliance with federal statutes, regulations, and terms and conditions of this contract, as required by 2 C.F.R. 200.303, as now in effect, and as such law may be amended during the term of this contract. SUBRECIPIENT also agrees to comply with provisions regarding protection of personally identifiable information as required by 2 C.F.R. 200.303 and 2 C.F.R. 200.512 as now in effect, and as such law may be amended during the term of this contract.

**U. CIVIL RIGHTS:**

- 1) Compliance: The Subrecipient agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- 2) Land Covenants: This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- 3) Section 504: The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
- 4) Affirmative Action:



- a) **Approved Plan:** The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the City’s specifications an Affirmative Action Program in keeping with the principles as provided in President’s Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program. The SUBRECIPIENT shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
  - b) **Women- and Minority-Owned Businesses (W/MBE):** The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
  - c) **Access to Records:** The SUBRECIPIENT shall furnish and cause each of its own SUBRECIPIENTS or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the COUNTY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
  - d) **Notifications:** The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the SUBRECIPIENT contracting officer, advising the labor union or worker’s representative of the SUBRECIPIENT’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement:** The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- 6) **Subcontract Provision:** The SUBRECIPIENT will include the provisions of Paragraphs S.1., Civil Rights, and S.4., Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own SUBRECIPIENTS or subcontractors.



**V. SPECIAL CONDITIONS:**

- 1) Eligible Activities: All activities funded through this Agreement shall either benefit persons of Low and Moderate Income, as defined by HUD, or aid in the prevention or elimination of slums and blight as required by HUD in regulations contained in 24 Code of Federal Regulations Part 570. Maximum feasible priority shall be given to activities that benefit low and moderate-income persons.
- 2) Non-Discrimination: In the provision of services made available by the use of these funds the SUBRECIPIENT will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of race, color, national origin, sex, age, disability or religion.

SUBRECIPIENT will not discriminate against or limit services to any person applying for such public services on the basis of race, color national origin, sex, age, disability or, religion.

- 3) Religious Activities: SUBRECIPIENT will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

**W. COMPLIANCE WITH OTHER FEDERAL REQUIREMENTS:**

SUBRECIPIENT in accepting and using Community Development Block Grant funds hereby assures and certifies that it will conduct and administer the activities and funds under this Agreement in compliance with the following Federal statutes, regulations and circulars when applicable:

- 1) Section 109 of the Housing and Community Development Act of 1974 (the Act) as amended; and regulations issued pursuant thereto regarding prohibited discriminatory actions; The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- 2) Labor Standards: The labor standards requirements as set forth in 24 CFR Part 570 Subpart K and HUD regulations issued to implement Section 110 of the Act; The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the COUNTY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- 3) Environmental Conditions: The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision making, and action (see 24 CFR part 58) and is not delegated the Mecklenburg County's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.
- 4) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations in 24 CFR Part 42; The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The COUNTY may preempt the optional policies.] The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.
- 5) Employment and Contracting: Executive Order 11246, as amended by Executive Order 12086 and regulations issued pursuant thereto (41 CFR Chapter 60) relating to employment and contracting opportunities;
- 6) Lead-Based Paint: Section 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations contained in 24 CFR Part 35, Subpart B, prohibiting the use of lead-based paint in residential structures;

- 7) Debarred Contractors: The prohibition against employing, awarding of contracts to, or engaging the services of any contractor or subcontractor debarred suspended, or ineligible for Federal funds under 24 CFR Part 24;
- 8) Procurement Standards: SUBRECIPIENT shall submit to the COUNTY documentation evidencing adoption of procurement standards in compliance with provisions of federal law as now in effect, and as such law may be amended during the term of this contract, including but not limited to, 24 C.F.R. Part 85, 24 C.F.R. 570.489, and 2 C.F.R. 200.318 through 200.326, with emphasis on the provisions in 2 C.F.R. 200.322 regarding procurement of recovered materials. Such procurement standards must include (but are not limited to) the following:
  - a) SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
  - b) No employee, officer or agent of SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
  - c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, SUBRECIPIENT, or any designated public SUBRECIPIENT.
- 9) Executive Order 12372 concerning intergovernmental review of Federal programs, including implementing regulations contained in 24 CFR Part 52;
- 10) Section 3 of the Housing and Urban Development Act of 1968, as amended concerning Affirmative Action in the provision of training, employment and business opportunities, including the following provisions:
  - a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the COUNTY, the SUBRECIPIENT and any of the SUBRECIPIENT’s SUBRECIPIENTS and subcontractors. Failure to fulfill these requirements shall subject the COUNTY, the SUBRECIPIENT and any of SUBRECIPIENT’s, subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which

Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

*“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”*

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

If applicable, The SUBRECIPIENT will provide the COUNTY a written plan for Section 3 compliance prior to the start of construction. The plan will identify which persons, facilities, organizations and/or neighborhood interest groups will be strategically targeted, and suggest specific outreach efforts that will be used to notify low-income and very low-income persons of available opportunities. Mecklenburg County will meet with SUBRECIPIENTS who receive more than \$5,000 in CDBG assistance prior to construction to review the plan. The County will provide sample marketing materials to SUBRECIPIENTS to support their marketing efforts.

b) The certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements:

i) Notifications: The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

ii) Subcontracts: The SUBRECIPIENT will include the "Section 3" clause, referenced in SECTION V, Subpart 10.a., in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor SUBRECIPIENT. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

11) Drug Free Work Place Act;

12) National Historic Preservation Act of 1966, as amended;

13) Code of Federal Regulations Part 570 containing regulations for the Community Development Block Grant program.

14) Lobbying: The SUBRECIPIENT hereby certifies that:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c) It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly; and

- d) Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 15) Hatch Act: SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- 16) Real Property Use: If applicable 24 CFR 570.503(b)(7) mandates that use of any real property under the SUBRECIPIENT'S control that is acquired or improved in whole or in part with CDBG funds in excess of \$25,000, must be used by the subrecipient to continue to meet one of the CDBG program's National Objectives for at least five (5) years after the expiration of the Subrecipient Agreement (or a longer time as specified by the grantee in the Subrecipient Agreement). If a National Objective is not met during this time period, the grantee must be reimbursed for the current fair market value, less any portion of the value attributable to non-CDBG funds. Use and Reversion of Assets
- 17) Use and Reversion of Assets: The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
- a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
  - b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
  - c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred



to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

- 18) CDBG Program Income: The Community Development Block Grant (CDBG) Program Income (PI) refers to the gross revenue or income received by grant recipients or subrecipients through various activities or projects that are funded in part or wholly by CDBG funds, as outlined in funds generated from activities funded by the CDBG program that generate revenue or income. CDBG PI is outlined in the Code of Federal Regulations (CFR), specifically Title 24 CFR, Part 570.504. This regulation pertains to the treatment of PI program income generated by grantees receiving funds through the CDBG program. PI in the context of CDBG refers to the gross revenue or income earned by grant recipients through various activities or projects that are funded in part or wholly by CDBG funds.

PI is subject to specific rules and regulations outlined by HUD and federal guidelines. These rules dictate how PI can be used, reported, and managed. These funds must be used for eligible CDBG activities and is considered an additional source of funds that can be utilized to further community development objectives.

Subrecipients are required to keep detailed records, report it to the County upon receiving these funds, and also have the opportunity to use it in accordance with the program's guidelines upon approval from the County.

At the end of the program year, the Grantee may require remittance of all or part of any PI balances (including investments thereof) held by the Subrecipient (except those needed for immediate cash needs, cash balances or a revolving loan fund, cash balances from a lump sum draw down, or cash or investments held for Section 108 loan guarantee security needs).

- 19) Build America, Buy America (BABA) Act: On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference, the Buy American Preference (BAP), for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include “the construction, alteration, maintenance, or repair of infrastructure in the United States” and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance (FFA) from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note, unless covered by a waiver. The BAP is applicable now to iron and steel used in covered CDBG projects, i.e. for projects using funds obligated on or after November 15, 2022.

## **X. MISCELLANEOUS PROVISIONS:**

- 1) The singular of any term used in this agreement shall include the plural, and the masculine shall include the feminine, and vice versa;

- 2) Service of all notices under this Agreement shall be sufficient if given personally, by registered or certified mail, return receipt request and mailed to the Party involved at the address and to the attention of the person set forth below, or to such other person or address as said Party may provide in writing from time to time. Any such notice mailed to such address shall be effective upon the date received as shown by the returned receipt or otherwise:

The COUNTY: Mecklenburg County  
Dena Diorio, County Manager  
Mecklenburg County  
600 East Fourth Street  
Charlotte, NC 28202

SUBRECIPIENT: Town of Pineville  
Ryan Spitzer, Town Manager  
Town of Pineville  
200 Dover Street  
Pineville, NC 28134



**IN WITNESS WHEREOF**, Mecklenburg County and SUBRECIPIENT have caused this Subrecipient Grant Agreement to be duly executed all as of the day and year first above written.

**SUBRECIPIENT: Town of Pineville**

BY: \_\_\_\_\_  
Ryan Spitzer, Town Manager Date

NORTH CAROLINA, \_\_\_\_\_ County. I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. My Commission expires: \_\_\_\_\_.

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

SEAL-STAMP

## **EXHIBIT 4**

### **Conflict of Interest Requirements and Certification**

To ensure compliance with U.S. Department of Housing and Urban Development (HUD) requirements and provide a fair and open environment for access to opportunities that arise from project and activities assisted with funds from Mecklenburg County Community Development Block Grant Program, Town of Pineville “Subrecipient” shall adhere to these Conflict-of-Interest Procedures. The Conflict-of-Interest provisions are based on the Community Development Block Grant (CDBG). Program regulations found in 24 CFR 570.611 as now in effect, and as such law may be amended during the term of this Agreement. Subrecipient will also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in this Agreement and in 2 C.F.R. Part 200, (which have been adopted by HUD through 2 C.F.R. Part 2400) as now in effect, and as such law may be amended during the term of this Agreement, or any reasonably equivalent procedures and requirements that the County may prescribe.

### **General Prohibitions**

No employees, agents, consultants, elected officials, or appointed officials of an organization shall participate in the selection, award or administration of a Agreement supported by funding from the U.S. Department of Housing and Urban Development (HUD) if a conflict of interest, real or apparent, exists. This includes but is not limited to, programs and projects funded in whole or in part through Mecklenburg County’s CDBG Program. Officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or parties to agreements. This prohibition remains in effect during employment or tenure of the parties mentioned herein, and for one year thereafter.

### **Applicability**

1. In the procurement of supplies, equipment, construction, and services by subrecipient
2. Acquisition and disposition of real property and the provision of assistance by the subrecipient to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to § 570.203, 570.204, 570.455, or 570.703(i)).

### **Who is Covered?**

Any person who is an employee, agent, consultant, elected official, or appointed official of an Subrecipient participating in a project funded in whole or in part with CDBG funds made available by Mecklenburg County, is covered by the Conflict-of-Interest provisions if they are currently employed or separated in the past 12 months:

- Exercise any functions, duties, or responsibilities with respect to projects supported by CDBG funding; or
- Are in a position to participate in a decision-making process, or gain inside information with regard to these activities; or
- Has a financial interest in any contract, subcontract, or agreement with respect to a CDBG assisted project or the proceeds of the contract, subcontract, or agreement, either for themselves or for those with whom they have immediate family or business ties.

### **General Procedures for Contracts and Agreements**

As part of the Subrecipient Agreement with the Mecklenburg County, the designated signatory of the Subrecipient shall sign the certification at the end of this document, acknowledging these guidelines are understood and will be enforced by the Subrecipient. Each Subrecipient is responsible for enforcing these provisions in its own operations and bidding procedures and is subject to periodic review and monitoring by Mecklenburg County or its designee. All documentation used to determine compliance with conflict-of-interest requirements must be retained by the Subrecipient for at least five (5) years and be made available for monitoring purposes and upon request by Mecklenburg County.

### **Penalties for Violations Include Repayment and/or Ineligibility.**

The penalty for violation of any of these provisions may include repayment of funding assistance provided through Mecklenburg County's CDBG program, and/or ineligibility from future participation in CDBG assisted projects. The penalty, sanction, or other disciplinary action is determined by Mecklenburg County on a case-by-case basis. Mecklenburg County may consult HUD for directions on these matters.

### **Exceptions and Requests for Exceptions**

Upon written request to Mecklenburg County, employees of the Subrecipient receiving CDBG funds, their agents, consultants, elected officers, or appointed officials and their immediate families may be considered for an exception to these provisions on a case-by-case basis. The designated signatory of the Subrecipient must submit the request for exception in writing to Timothy M. Tibbs, Senior Assistant to the Deputy County Manager, Mecklenburg County. In determining whether to grant the requested exception, Mecklenburg County shall conclude that such an exception will serve to further the purposes of the CDBG program and the effective and efficient administration of the organization's program or project, taking into account the cumulative effect of the following factors as applicable. Mecklenburg County reserves the right to refuse a request for exception. If this occurs, a written response will be provided.

### **Certification**

As a duly authorized representative of the Town of Pineville I agree to adhere to the above provisions for all projects receiving assistance from Mecklenburg County's CDBG Program. All board and staff members have disclosed any potential conflicts of interest that could violate CDBG Program regulations at this time or at a later date. I certify I am an authorized official permitted to submit contractual documents.

### **AUTHORIZED REPRESENTATIVE:**

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

**Typed Name:** \_\_\_\_\_

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

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