

## ADDENDUM #3

To: All Bidders

Project Name: Alamance County Emergency Services Center  
780 Plantation Drive  
Burlington, NC 27215

Prepared for: Alamance County, NC  
124 W Elm Street  
Graham, NC 27253

Date: 08 October 2025

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Notice to all Contractors bidding the **Alamance County Emergency Services Center**. This Addendum is to amend or clarify the Contract documents as follows:

### GENERAL:

- A. This Addendum constitutes part of the Project Manual and Contract. Should conflict occur between the Project Manual and items in this Addendum or between Drawings and this Addendum, the Addendum shall govern.
- B. Work described in this Addendum shall be in accordance with Specifications for like items in remainder of building and complete with all labor and materials required.
- C. Bidders are requested to attach a copy of this Addendum to the Project Manual in their possession.
- D. Work affected by items in this Addendum shall be appropriately adjusted to accommodate these changes.
- E. Acknowledge receipt of this Addendum by inserting its number and date in the space provided in the Bid Form. Failure to do so may subject Bidder to disqualification.
- F. Bids shall only be based on the products specified. No pre-bid substitutions shall be considered. Products that meet or exceed the product specifications will be considered for use during the Shop Drawing Submittal Phase.

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G. STANDARD OF QUALITY: The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. **In general**, it is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard, **except where listed without the following clause**. When proprietary names are used, they shall generally be followed by the words "or alternatives of the quality necessary to meet the specifications". Where proprietary names are used and are not followed by a clause similar to that listed above, the contractor is limited to providing that specified product to keep a standard product already established by the County. A bid containing an alternative which does not meet the specifications may not be accepted, but, if an award is made to the bidder, the bidder will be required to replace any alternatives which do not meet the specifications at no additional cost. The intent of the bid documents is based on this STANDARD OF QUALITY and not to be proprietary in nature in any way.

H. **Bid Due Date: REVISED Bid Due Date:** Tuesday, October 28, 2025, by 2:00 PM at Alamance County, County Managers, 124 W Elm Street, Graham, NC 27253.

## SPECIFICATIONS

- A. Specifications Section 008200 – Davis Bacon Wage Rates DELETE section in its entirety.
- B. Specifications Section 001200 – Invitation to Bid REPLACE section in its entirety.
- C. Specifications Section 002000 – Instructions to Bidders REPLACE section in its entirety.

## DRAWINGS

- A. No drawing updates.

## BIDDERS QUESTIONS

- A. **Question:** Unit Price G-10 Asphalt paving and the associated allowance refer to the asphalt paving with a unit of cuyd. This is irregular, as this item is generally addressed by the unit of sqyd. Please clarify intent.  
**Response:** Utilize the square yard unit.
- B. **Question:** Who will be responsible for retaining and compensating the Commissioning Authority?  
**Response:** The Commissioning Authority will be handled by the Owner.
- C. **Question:** C3.0 – is the GC to complete the work (bollards, trench patch in parking lot) around the Radio Tower if the tower work is not in our contract?  
**Response:** Yes, please include the site work associated with this effort.

- D. **Question:** C3.0 – 15 bollards are drawn around the generator pad, but the note says 16. If these bollards are in asphalt, is concrete an acceptable finish up to top of asphalt, or do they have to be patched with asphalt?  
**Response:** 15 bollards will be the count. Concrete is an acceptable finish for the concrete bollard footings – an asphalt patch where bollards meet asphalt is also acceptable, but not required.
- E. **Question:** Who will be running Cat5E cable to DE and DP's?  
**Response:** Refer to the IT Jack Schedule on E404 and the Accountabilities Matrix in Spec section #011100.
- F. **Question:** IDF 216, are the racks existing?  
**Response:** No, these racks will need to be provided
- G. **Question:** Do we know how many more Fiber panels?  
**Response:** Provide sufficient fiber panels to meet the number of fiber terminations shown.
- H. **Question:** How many Cable Management both Vertical and Horizontal, also how many Patch Panels?  
**Response:** Provide sufficient cable management and patch panels to meet the number of data drops shown.
- I. **Question:** The drawing E401 shows MDF rm104 and IDF Rm 216 detail #6. Detail #8 shows 3 IDF rooms?  
**Response:** There is an MDF Room 104 and an IDF Room 216.
- J. **Question:** E001 Drawings show a CCTV icon but it only refers to conduit size. Do these locations need Category cabling as part of this project, if so please advise?  
**Response:** Each locations requires a single CAT-6A cable terminated.
- K. **Question:** Is the CCTV system separate from this project?  
**Response:** Refer to the Accountabilities Matrix in Spec section #011100. All conduit, raceways, cable trays, racks, backboxes, fiber and structured cabling will be by the general contractor.
- L. **Question:** Badging/Credentials are not listed, should the access control contain badges (what type) and printer? Who will administer?  
**Response:** End user devices, badging and administration are by owner. Refer to the Accountabilities Matrix in Spec section #011100.

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- M. **Question:** Is the owner providing all conduit, raceway, cable trays, rack, backboxes, and structured cabling? Does that include Fiber backbone? That section in the addendum #1 for low voltage is confusing.  
**Response:** Refer to the Accountabilities Matrix in Spec section #011100. All conduit, raceways, cable trays, racks, backboxes, fiber and structured cabling will be by the general contractor.
- N. **Question:** Please clarify if the Visual Display Boards for this project are included under the contract?  
**Response:** Refer to Specification Section 011100.
- O. **Question:** Please advise size of Plaque needed per specs.  
**Response:** Reference 1/A560
- P. **Question:** Please advise Wood Signage G Sheet A815  
**Response:** Reference Keynote legend on A815
- Q. **Question:** Please Advise Wood Signage Size Sheet A810: 1979  
**Response:** Reference Keynote legend on A810
- R. **Question:** 15" High Wood Letters Reading ALAMANCE COUNTY Sheet A810  
**Response:** Reference Keynote legend on A810

## ATTACHMENTS

- A. Specifications Section 001200 – Invitation to Bid
- B. Specifications Section 002000 – Instructions to Bidders

END OF ADDENDUM

## SECTION 001200 - INVITATION TO BID

Contractors are invited to submit **SEALED BIDS** for the bidding of the facility renovation for Alamance County Emergency Services facility.

**BIDS ARE INVITED ON A LUMP SUM BASIS FOR THE FOLLOWING CONTRACT(S):**

**Contract 1 ..... General Construction**

Drawings and Specifications will be available on or about, Tuesday, September 2, 2025, by requesting *Alamance County Emergency Services Center* documents from Harry Pettoni at hpettoni@sgarc.com. Digital files will be distributed via ShareFile at no cost to the bidder. Document printing will be at the expense of the bidder.

Sealed bid proposals for the new Alamance County Emergency Services Center will be received by Alamance County, Brian Baker, Assistant County Manager, 124 W. Elm Street, Graham, NC 27253 until 2:00 P.M. on Wednesday, October 15, 2025. Bidders are to submit one (1) original of their bid package. Bids submitted after the 2:00 P.M. deadline will NOT be accepted. The bids will be opened and read aloud at 2:30 P.M. at the Alamance County Offices located at 124 W. Elm Street, Graham, NC 27253. Faxed bids will not be accepted. No award of the contract will be made at the bid opening.

Bids must be submitted in a sealed envelope and clearly marked with the project name and opening date. Bids must be received directly to the Assistant County Manager's Office of Alamance County, 124 W. Elm Street, Graham, NC 27253 prior to 2:00 P.M. local time on the day of the bid opening at which time all proposals will be publicly opened and read at their scheduled time and location per the bid documents.

As part of the bid evaluation process, Alamance County reserves the right to hold bid evaluation meetings with selected contractors prior to selection and recommendation for a construction contract. If such bid evaluation meetings are needed, they will be held on Wednesday, October 22, 2025, starting at 9:00AM at a location to be determined. Contractors will be notified prior to the scheduled time should it be deemed necessary.

A **MANDATORY** Pre-bid Meeting will be held at the Alamance County Emergency Services Center, 780 Plantation Drive, Burlington, NC 27215, on **Wednesday, September 17, 2025**, at 1:00 P.M., a site visit will follow the meeting.

The project consists of the demolition and renovation of a Alamance County Emergency Services Center for Alamance County.

### BID SECURITY

- A. Bid Security shall be made payable to the Owner, Alamance County, in the amount of five percent (5%) of the Base Bid sum. Security shall be either CERTIFIED CHECK, BANK CASHIERS CHECK or BID BOND issued by the Surety licensed to conduct business in

the state in which the Project is being constructed. The Owner reserves the right to approve the sufficiency of the required bid security.

- B. The successful bidder's Security will be retained until the successful bidder has signed the Contract and furnished the required PAYMENT and PERFORMANCE BONDS. The Owner reserves the right to retain the Security of the next three (3) lowest bidders until the lowest Bidder enters into a Contract or until ninety (90) days after bid opening, whichever is the shorter. All other Bid Security will be returned as soon as practical. If any Bidder refuses to enter into a Contract, the Owner will retain its Bid Security as liquidated damages, but not as a penalty.
- C. The Bid Security is to be submitted and attached to the BID FORM at the time of submission of Bids.

All contractors and subcontractors involved with the project will, to the extent practical, use North Carolina products, materials, services and labor in the implementation of their projects. Additionally, contractor compliance with equal employment opportunity requirements of North Carolina NC G. S. 126-16 Equal Employment Opportunity shall be required.

Alamance County is an affirmative action/equal opportunity employer that selects contractors without consideration of race, religion, color, ethnic background, sex, age or handicapped status. Minority-owned businesses are encouraged to submit bids.

It is the policy of Alamance County to award public building contracts without regard to race, religion, color, creed, national origin, sex, age, or handicapping condition, as defined in G.S. 168A-3. [143-128.2(h)].

The Alamance County Minority Business Participation Outreach Plan was developed in accordance with N.C.G.S. 143-128.2. The policy is referenced in Alamance County's Purchasing Policy and the complete policy can be found in the County Clerk's Office.

Alamance County reserves the right to reject any or all bids and to waive any or all irregularities, mistakes, omissions or informalities relative thereto. The date and time for the submittals of questions and for the submittal of bids as set forth in the Contract Documents shall be deemed mandatory. The failure to meet all submittal dates as set forth shall constitute a defect in the bid submission, which shall be grounds for rejection of the bid as non-responsive. The failure to meet any submittal dates shall not be considered a waivable irregularity omission or informality.

E-mailed questions should be directed to: SCHRADERGROUP architecture LLC, Attn: Harry Pettoni at [hpettoni@sgarc.com](mailto:hpettoni@sgarc.com).

~~Bidders must comply with the Davis Bacon Prevailing Wage Rates as determined for Alamance County, North Carolina as determined by the North Carolina Department of Labor and the United States Department of Labor's Wage and Hour Division.~~

The Contract Documents may be reviewed for bidding purposes without charge during business hours at the following location:

Alamance County, Burlington, NC  
Emergency Services Center  
Facility Renovation

Alamance County Offices  
Office of the County Manager  
124 W Elm Street  
Graham, NC 27253  
Phone: 336.228.1312

SCHRADERGROUP architecture, LLC  
4208 Six Forks Road, Suite 1000  
Raleigh, NC 27609  
Phone: 919.825.4882

Builders and Contractors Exchange  
1118 Azalea Garden Road  
Norfolk, VA 23502  
Phone: 757.858.0680

McGraw Hill/Dodge  
1015 Chestnut Street  
Philadelphia, PA 19107  
Phone : 215.627.6493

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## SECTION 002000 - INSTRUCTIONS TO BIDDERS

**Architect:**  
**Schrader Group architecture LLC**  
**4208 Six Forks Road, Suite 1000**  
**Raleigh, NC 27609**

**Owner:**  
**Alamance County**  
**124 West Elm Street**  
**Graham, NC 27253**

To be considered, Bids must be made in accordance with the Instructions to Bidders as amended by these Supplemental Instructions to Bidders.

### 1. DOCUMENTS:

- A. Bona fide Bidders may obtain a complete set of Drawings and Project Manual from the sources indicated in the Invitation to Bid, Section 001200.
- B. **Drawings and Specifications will be available on or about, Tuesday, September 2, 2025, by requesting Alamance County Emergency Services Center documents from Harry Pettoni at hpettoni@sgarc.com. Digital files will be distributed via ShareFile at no cost to the bidder. Document printing will be at the expense of the bidder.**
- C.
- D. **Destruction of bid documents** - This project is a County **public safety facility**. The documents used for the bidding of this project shall not be made available for public use. A list of contractors who purchase bid documents will be kept by the printing company. All unsuccessful contractors bidding this project and all contractors who purchase documents but do not bid ***shall destroy the bid documents*** after bidding (or after failure to bid). Also, contractors who distribute partial or full sets of documents to subcontractors and vendors in order to prepare their pricing shall request the documents back from those subcontractors and vendors ***and shall destroy those documents as well.***

### 2. EXAMINATION:

- A. Bidders shall **CAREFULLY EXAMINE** the Documents and the construction Site to obtain first-hand knowledge of existing condition and limitations. **FAILURE TO VISIT THE SITE WILL NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR SAME** nor will extra payment requests be considered for conditions which could have been determined by examination of the Site and Documents. All site visits shall take place on the dates and times established by the Owner, and as described in the pre-bid meeting.

### 3. QUESTIONS:

- A. Submit all questions about the Drawings and Project Manual to the Architect, in writing. Written replies will be issued to all Bidders of record as Addenda to the Drawings and Specifications and will become part of the Contract Documents. If any item of Work is shown on the Drawings and not specified, or mentioned in the Specifications and not shown on the Drawings, the matter should be brought to the attention of the Architect during bidding so an addendum can be issued correcting the issue. If such correction is not made, the Work in question shall be considered to be required as if it has been specified and shown on the Drawings. **CONTRACTOR SHALL NOT RELY, NOR BE ENTITLED TO RELY UPON ORAL CLARIFICATIONS MADE BY THE ARCHITECT.** All questions shall be presented as set forth herein and Contractor shall rely only upon written addenda by the Architect in response to the question(s) presented. Questions received less than five (5) working days before the bid opening shall not be answered.

4. **PRE-BID SUBSTITUTIONS:**

- A. Bids shall be based on the products or manufacturers specified. This is not intended to eliminate competition from other manufacturers other than those specified; however, **no pre-bid substitutions shall be considered.**

5. **BASIS OF BID:**

- A. The Bidder must include any Alternates and Unit Cost and Quantity Allowance Items as may be shown on the Bid Form. Failure to comply may be cause for rejection of Bid. Failure to address an alternate shall be considered the same as no change.
- B. No combination of Bids or assignments will be considered unless so noted in the bidding documents.
- C. **Failure to acknowledge any addendum or any other item listed on the BID FORM may be cause for rejection of the bid.**

6. **PREPARATION OF BIDS:**

- A. Bids shall be made on unaltered **BID FORM**. Fill in all blank spaces and submit one (1) original bid form.

Bids shall be signed in ink with name typed below signature. Where Bidder is a corporation, Bids must be signed with the legal name of the corporation followed by the name of the State of incorporation and the legal signature of an officer authorized to bind the corporation to a contract. **ALL UNSIGNED BIDS SHALL BE REJECTED.**

7. **BID SECURITY:**

- A. Bid Security shall be made payable to the Owner, in the amount of five percent (5%) of the Base Bid sum. Security shall be either CERTIFIED CHECK, BANK CASHIERS CHECK or BID BOND issued by the Surety licensed to conduct business in the state in which the Project is being constructed. The Owner reserves the right to approve the sufficiency of the required bid security.
- B. The successful bidder's Security will be retained until the successful bidder has signed the Contract and furnished the required PAYMENT and PERFORMANCE BONDS. The Owner reserves the right to retain the Security of the next three (3) lowest bidders until the lowest Bidder enters into a Contract or until sixty (60) days after bid opening, whichever is the shorter. All other Bid Security will be returned as soon as practical. If any Bidder refuses to enter into a Contract, the Owner will retain its Bid Security as liquidated damages, but not as a penalty.
- C. The Bid Security is to be submitted and attached to the BID FORM at the time of submission of Bids.

8. **PERFORMANCE BOND AND PAYMENT BOND:**

- A. Furnish and pay for Bonds covering faithful performance of the Contract and payment of all obligations arising there under. Furnish Bonds in the amount of 100% of Bid sum and in such form as the Owner may prescribe and with Surety Company acceptable to the Owner and the Public Works Contractors Bond Law. The bond cost must be included in the bid amount.
- B. The Contractor shall deliver said Bonds to the Owner prior to executing the agreement. Failure or neglecting to deliver said Bonds, as specified, shall be considered as having abandoned the Contract and the Bid Security will be retained as liquidated damages.
- C. Each such Performance and Payment Bond shall be executed by a surety legally authorized to do business in the State of North Carolina .
- D. Each such Performance and Payment Bond shall be obtained from a company having a minimum rating of "A-" or above in the Best Key Rating Guide, latest edition. The amount of the Bond shall be exclusively for this project and not a shared pool with other projects.
- E. The surety company executing any such Bond must be included in the listing of acceptable sureties as listed in the Treasury Department Circular 570, as most-currently revised, and the amount of such Bond shall not exceed the underwriting risk for such surety as set forth in the above-referenced Circular or revision thereof.
- F. In the event the Owner terminates the Contract with the Contractor, and it is determined that the Contractor has forfeited the Performance Bond, the Owner reserves the right to disapprove the surety's use of the terminated Contractor to complete the Project.

9. **NO-LIEN**

- A. This is property of a public Owner and, as such, may not be liened. For the protection of sub-contractors and the contractor's suppliers, a payment bond will be required.

10. **SUBMITTAL:**

- A. Submit Bid in an opaque, sealed envelope and addressed to:

**Brian Baker, Assistant County Manager  
Alamance County  
124 W. Elm Street  
Graham, NC 27253**

and shall be marked:

**Bid for the:**

**Project Name: Alamance County Emergency Services Center**

**Contract No.: 1**

**Contract Name: General Construction**

**Bidder Name \_\_\_\_\_**

- B. Submit Bids in accordance with the INVITATION TO BID.

12. **MODIFICATION AND WITHDRAWAL:**

- A. Bids may not be modified after submittal. Bidders may withdraw Bids at any time up to the scheduled time for opening of bids.
- B. After the bid opening, bids may not be withdrawn or modified for a period of sixty (60) days, unless the Owner has failed to award a Contract within that time or as otherwise provided by law.

13. **DISQUALIFICATION AND REJECTION OF BIDS:**

- A. The Owner reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
- B. The Owner has the right to reject bids, which are not responsive, and to not award to any bidder which is deemed to be not responsible.

14. **OPENING BIDS:**

- A. Bids will be **publicly** opened **and read aloud** as announced as noted in the **INVITATION TO BID**.

15. **AWARD**

Award of contract shall be made to the lowest responsible, responsive bidder, as determined by the Owner, in accordance with N.C.G.S. § 143-129 and applicable law.

16. **EXECUTION OF CONTRACT:**

- A. The Owner reserves the right to accept any Bid, and to reject any or all Bids.
- B. Each Bidder shall be prepared, if so requested by the Owner, to present evidence of his experience, qualifications, and financial ability to carry out the terms of the Contract above and beyond that to be submitted in the Contractor Qualification statement with the bid.
- C. Notwithstanding any delay in the preparation and execution of the formal Contract Agreement, the Contractor shall be prepared, upon written notice of Bid acceptance, **to commence work within ten (10) days** following receipt of official written order from the Owner to proceed, or on date stipulated in such order.
- D. The accepted Contractor shall assist and cooperate with the Owner in preparing the formal Contract Agreement, and **within five (5) days** following its presentation shall execute same and return it to the Owner.

17. **TIME OF COMPLETION:**

- A. The Contractor shall begin the Work on the date of commencement as defined in subparagraph 8.1.2 of the General Conditions and carry the Work forward expeditiously to achieve **Substantial Completion** of each phase on or before the date.
  - Substantial Completion of the Project shall be **no later than September 8, 2026**.
- B. The Contractor understands and agrees that TIME IS OF THE ESSENCE and that all schedule dates are minimum performance dates. Notwithstanding anything to the contrary contained in the Contract Documents, should the progress of the Project be ahead of scheduled dates, the Contractor agrees to coordinate and complete its Work

in accordance with the actual Project progress and the actual pace of the Project without additional compensation. In said case, contractor waives any right to claim that it has been accelerated.

- A. A notification should be provided to the Architect and Owner of the possible delay and a reasonable period to cure the problem is given before the claim and /or damages is allowed to be entertained. Should the Contractor fail to complete the work in accordance with the Contract Documents, the Contractor shall be liable to the Owner for the sum of **\$1,000.00 daily**, assessable as liquidated damages and not as a penalty.
- B. This schedule of completion of the Work shall be considered of the essence of the Contract, and for the cost of extra inspections, salaries of contingent forces, and other expense incurred by the Owner resulting from the Contractor's delay in completing the work of the Contract within the Contract Time, the Owner shall be entitled to liquidated damages, and not a penalty, for each calendar day that the Work is not substantially complete, subject to adjustments of the Contract Time as provided in the General Conditions. Liquidated damages are necessary, in that it is impossible to precisely calculate the monetary loss to the Owner as the result of any delay in implementation.
- C. Coordination of the Work is essential to timely completion of the project within the scheduled plan therefore it is critical that the Superintendent or Project Manager for each Trade Contractor be at each regularly scheduled project meeting. The general Contractor shall be assessed a sum of \$100.00 for each scheduled project meeting missed by their designated Superintendents or Project Managers.

19. **GOVERNING LAWS AND REGULATIONS:**

- A. The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and codes, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they are deemed to be included in the Contract the same as though herein written in full.
- B. FEDERAL OCCUPATIONAL SAFETY & HEALTH ACT OF 1970 (O.S.H.A.):  
  
The Contractor is required to promptly perform all reporting and recording as required by said Act.
- C. NORTH CAROLINA UTILITIES PROTECTION SERVICES:  
  
The Contractor will be responsible for complying with North Carolina Utility Safety and Damage Prevention Act commonly known as the **"CALL BEFORE YOU DIG"**. Excavation or digging Contractors may learn the utilities and authority Owners by calling 811 or 1-800-632-4949 three working days before you plan on digging.

D. COMPLIANCE WITH HUMAN RELATIONS:

The provisions of the North Carolina Civil Rights Office of Administrative Hearings (OAH) is found under the provisions of Chapter 7A of the North Carolina General Statutes where in the Office of Administrative Hearings, State of North Carolina prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors, and others. The Contractor shall agree to comply with the provisions of this Chapter as amended that is made part of this specification. Your attention is directed to the language of the State's non-discrimination clause.

E. STATE of NORTH CAROLINA DAVIS BACON WAGE RATES:

~~1. The general prevailing minimum wage rates including contributions for employees benefits as shall have been determined by the United States Department of Labor's Wage and Hour Division which must be paid to the workmen employed in the performance of the Contract.~~

~~The Contract shall specifically provide that the Contractor shall pay no less than the wage rates as determined in the decision United States Department of Labor's Wage and Hour Division and shall comply with the conditions of the North Carolina Prevailing Wage requirements, and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.~~

~~2. The contract shall contain the stipulation that such workmen shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof, as heretofore set forth in this Section.~~

~~3. The contract provisions shall apply to all work performed on the contract by the contractor and to all work performed on the contract by all subcontractors.~~

~~4. The contractor shall insert in each of his sub-contracts all of the stipulations contained in these required provisions and such other stipulations as may be required.~~

~~5. The Contract shall provide that no workmen may be employed on the public work except in accordance with the classifications set forth in the decision of the United States Department of Labor's Wage and Hour Division. In the event that additional or different classifications are necessary the procedure set forth in those Regulations shall be followed.~~

~~6. The Contract shall provide that all workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relationship~~

~~which may be alleged to exist between any contractor, subcontractor and workmen, not less than once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, or these Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the United States Department of Labor's Wage and Hour Division to any workman on public work.~~

7. ~~The Contract shall provide that the Contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the United States Department of Labor's Wage and Hour Division, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:~~

- ~~a. Name of project.~~
- ~~b. Name of public body of which it is being constructed.~~
- ~~c. The crafts and classifications of workmen listed in the United States Department of Labor's Wage and Hour Division's general prevailing minimum wage rate determination for the particular project.~~
- ~~d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.~~
- ~~e. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor and/or subcontractor are not complying with the United States Department of Labor's Wage and Hour Division or these Regulations in any manner whatsoever they may file a protest in writing with the United States Department of Labor's Wage and Hour Division within three (3) months of the date of the occurrence, objecting to the payment to any contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the public work project. Any workmen paid less than the rate specified in the contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such~~

~~right.~~

8. ~~The Contract shall provide that the Contractor and all subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the public work and such record must include any~~



~~deductions from each workman. The record shall be preserved for two years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the United States Department of Labor's Wage and Hour Division or duly authorized representatives.~~

9. ~~The Contract shall provide that apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the North Carolina Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft and/or classification.~~

10. ~~Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the United States Department of Labor's Wage and Hour Division has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.~~

11. ~~Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the United States Department of Labor's Wage and Hour Division and these Regulations, regardless of the average hourly earnings resulting therefrom.~~

12. ~~The contract shall also provide that each contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency, under oath, and in form satisfactory to the United States Department of Labor's Wage and Hour Division, certifying that all workmen have been paid wages in strict conformity with the provisions of the contract as prescribed by these Regulations, or if any wages remain unpaid to set forth the amount of wages due and owing to each workman respectively.~~

13. ~~The provisions of the United States Department of Labor's Wage and Hour Division and these Regulations shall be incorporated by reference in the contract.~~

F. DISCRIMINATION PROHIBITED AND COMPLIANCE WITH ADA:

**Contractor, at its own expense, shall conform to the nondiscrimination policies and plans required by the Contract Documents, the laws of the State of North Carolina and all other laws applicable to the Project.**

1. In the hiring of employees for the performance of Work under the contract or any subcontract, no Contractor, Subcontractor, or any person acting on behalf of the Contractor, shall, by reason of gender, race, creed, religion, color, discriminate against any citizen of this State who is qualified and available to perform Work to which the employment relates.
2. No Contractor or Subcontractor, or any person on their behalf shall, in any manner discriminate, against or intimidate any employee hired for the performance of Work on Contract on account of gender, race, creed, or color
3. The contract may be cancelled or terminated by the Government Agency and all money due or to become due under the contract may be forfeited for a violation of terms or conditions of that portion of the contract.
4. Unless exempted by law, Contractor shall include the requirements of this section in every subcontracted or purchase order so that it will be binding upon each subcontractor or supplier of the Contractor.
5. In the event the Contractor believes it necessary to modify its sequence of Work, the work environment or means and methods to comply with the applicable requirements of the Americans with Disabilities Act (ADA), Contractor shall notify the Architect and Owner in writing of the proposed modification. All costs of the proposed modifications shall be borne by Contractor, including impact costs to other Contractors or other parts of the Project, including any claims arising there from. No modification shall be implemented by Contractor until it receives written consent from the Architect. Nothing herein shall be construed to make the Owner, Architect or Contractor responsible for conformance of the Architect's design to ADA requirements.
6. If Contractor, its employees, subcontractors, suppliers or any other person or entity responsible to Contractor fails to comply with any applicable law or requirement of this Agreement or the Contract Documents, upon written notice from the Architect and/or Owners designated project representative, Contractor shall commence to cure such non-compliance within twenty-four (24) hours and shall achieve compliance within seventy-two (72) hours of receipt of written notice. Any failure of Contractor to do so after written notice to comply shall constitute a breach of contract and the Owner, in addition to its other rights in the event of a breach, shall have the right to terminate Contractor's right to perform the Work.
7. This Contract may be cancelled or terminated by Alamance County and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.

G. NONDISCRIMINATION/SEXUAL HARRASSMENT CLAUSE:

Contractor, as its own expense shall conform to the nondiscrimination policies and plans required by the Contract Documents.

H. STANDARD OF QUALITY

The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. In general it is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard, except where listed without the following clause. When proprietary names are used, they shall generally be followed by the words "or alternatives of the quality necessary to meet the specifications". A bid containing an alternative which does not meet the specifications may be declared non-responsive. A bid containing an alternative may be accepted but, if an award is made to the bidder, the bidder will be required to replace any alternatives which do not meet the specifications at no additional cost." Substitution during bidding will not be accepted.

I. PROHIBITION OF CASH ALLOWANCES

Cash allowances are prohibited.

J. DEBARMENT CERTIFICATION

By submitting a bid, Contractor certifies it is not debarred, suspended, or excluded from participation in federal or State of North Carolina contracts. The Owner may terminate the Contract if this certification is false. The certification shall be included on the Bid Form and must be signed by an authorized officer.

**END OF SECTION 002000**

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