

WINSTON-SALEM / FORSYTH COUNTY SCHOOLS
Division of Maintenance
INVITATION FOR BID, CONDITIONS SCOPE, FORM OF PROPOSAL, and SPECIFICATIONS

BIDDING CONTRACTOR	Contact / Representative	Office Number	E-Mail

1. INVITATION FOR BIDS

Refer ALL inquiries to: Carlos Sanders
W-S / FCS Director Capital Projects
Telephone: (336) 748-4000 ext 70726
Cell: (336) 399-6214
E-mail: csanders@wsfcs.k12.nc.us

BID NUMBER: _260-04042025-811016

Pre- Bid Issue Date: 4-8-2025 @ 8:00am

Bid Due & Bid Opening Date: 4-22-2025 @ 2:00pm

Does Include Site Tour

Winston-Salem / Forsyth County Schools
Reginald Teague Maintenance Office
3810 N Liberty St
Winston-Salem, NC 27105

Project Name: Glenn High School Gym ERV
Project Location: Glenn High School

1.1 NOTICE TO BIDDERS

Bids for the Winston-Salem / Forsyth County School System and for the Work as described herein, and subject to the conditions made a part hereof, will be received at this office until 2:00 p.m. on the day of bid opening and immediately after opened publicly.

An initial PreBid meeting is to be held at Glenn High School, 1600 Union Cross Rd, Kernersville, NC 27284 on January 8, 2025 at 8:00 am. Detailed Scope will be defined.

Bids submitted via facsimile (FAX) machine will not be acceptable.

1.2 EXECUTION

READ, REVIEW AND COMPLY: It shall be the bidders responsibility to read this entire document, review all enclosures and references and comply with all requirements specified herein.

Failure to execute Bid by the submittal date, or **to submit on this form**, shall render Bid invalid.

Any discrepancy between the Contract Documents, Project Site conditions, design conflicts, or Code requirements shall be immediately brought, in writing, to the attention of the W-S / FCS Capital Projects Coordinator for resolution prior to Bid.

Each Bidder is required, prior to the Bid, to become familiar with the local conditions under which the Work is to be completed, and to correlate these personal observations with the Contract Documents.

Each Bidder is required to notify the Owner's Agent at least 48 hours but not more than 96 hours in advance of visiting the site for additional pre-bid inspections. The Owner's Agent has, at all times full authority for the Project Site. The Owner's Agent has no authority for Scope or Additional Work

Bid deviations from specifications, work methods, engineering, design, schedule or other Work indicated herein are to be clearly identified in the Bid as deviations, otherwise it will be considered that Work shall in strict compliance with these specifications.

Any Bidder may withdraw his bid prior to the scheduled opening time for the bids.

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Bid and Contract requirements can be altered only by written addendum from the W-S / FCS Capital Projects Coordinator and that verbal communications from whatever source are of no effect.

A Bid Clarification Meeting may be required of the successful bidder prior to the award of Contract.

1.3 INFORMATION TO BE FURNISHED WITH BID

1. Notes taken at the Project Site, correlating the bidder's personal observations with the local Project Site conditions and Contract Documents, and deviating from the Request for Quotation or submitted as an additional requirement in the Contract.
2. Bid deviations from specifications, work methods, engineering, design, schedule or other Contract Document details.

2. GENERAL CONDITIONS OF THE CONTRACT¹

The General Conditions of the Contract for Construction shall be as defined in the AIA Document A201, 1987 edition, and as amended, added to, or deleted from by the Winston-Salem / Forsyth County Board of Education, May 24, 1996 Edition. A copy is available on request.

All Contractors must have under the State of North Carolina laws a proper and valid license governing their respective trades.

Performance Bond or Payment Bond required as stated in Board Policy 7421 Public Contracts for Construction and other work Bonding and Security Requirements.

I. Projects in Excess of \$150,000.00

The successful bidder on any work for the Board of Education requiring the estimated expenditure of public money in an amount to or in excess of \$150,000.00 shall furnish bonds as required by Article 3 of Chapter 44A of the N.C.G.S. or a deposit of money, certified check or government securities for the full amount of the contract to secure the faithful performance of the contract and the payment of all sums due for labor and materials.

The Contractor shall have Insurance as established by applicable Federal and North Carolina State Statute and in accordance with AIA Document A201, 1987 edition, and as amended, added to, or deleted from by the Winston-Salem / Forsyth County Board of Education, May 24, 1996 Edition.

Clarifications, interpretations, and questions regarding this document must be addressed to Winston-Salem / Forsyth County Schools Maintenance Division, Attn.: Carlos Sanders, Capital Projects Coordinator, 3810 N Liberty St, Winston-Salem, NC 27105 no less than 5 business days prior to the Bid Due Date. This document must be on file at Maintenance before the issue of Bid Number and or P O number. Questions asked by one Bidder will be answered and may be forwarded to all Bidders.

¹ See also **6.3 REGULATORY REQUIREMENTS / GOVERNING CODES**, page 7

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3. PARTIAL SCOPE OF WORK²

At the Project Site, complete the following (additional pages or drawings may be attached):

- 1. Any and all permits shall be the responsibility of the contractor. Contractor shall be responsible for providing Winston-Salem Building Inspections department all required drawings and appendix B. WSFCS will provide contractor site plans.**
- 2. Contractor shall provide all materials and labor to provide a turnkey installation. (See installation section of Specifications.)**
- 3. Contractor shall have the installation completed and operational by August 15, unless the equipment is not available. Contractor shall have 4 weeks from receipt of equipment to complete, unless Owner has events delaying work.**
- 4. Contractor shall reinstall all interior and exterior trim including ceiling tiles that are removed during installation.**
- 5. Contractor shall replace any trim or ceiling tile that is damaged in the process of the installation of the system.**
- 6. Contractor shall install caulk or other pre-approved sealant around any penetrations.**
- 7. Contractor must provide a copy of General Liability Insurance and Workmen's Comp. Insurance. (if not already on file)**
- 8. Contractor shall be responsible for payment of all debts incurred in relation to their employees, sub-contractors hired by the contractor, leased equipment or materials, including any liens for non-payment.**
- 9. All change orders shall be in writing from the contractor to the school system, and shall not be started without written approval.**
- 10. It is the responsibility of the contractor to clean up all materials and debris at the end of each work day.**
- 11. It is State Law that there be NO Tobacco Use on School Property.**
- 12. All construction shall meet the current North Carolina building codes**
- 13. It is the responsibility of the contractor to follow all OSHA, State and Local, Laws and Rules.**
- 14. Contractor shall check in at the school office, that their presence on campus is documented.**
- 15. Any alternates used to products listed in specifications must be submitted in writing and be approved by owner.**

SCOPE OF WORK

NO ADD ALTERNATES.

² See also **6.5 ADDITIONAL SCOPE**, page 7.

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FORM OF PROPOSAL

The undersigned, as bidder, hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other persons, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned, as bidder, declares that prior to Bid preparation he examined the site of the Work and he has examined all the Contract Documents relative thereto and has read all special provisions furnished prior to the opening of bid; that he has correlated personal observations with the Contract Documents and satisfied himself relative to Work to be performed.

The undersigned, as bidder, proposes and agrees if this proposal is accepted to Contract with the Winston-Salem/Forsyth County Board of Education in the Form of Contract specified, to furnish all Systems necessary to complete the Work in full and complete accordance with the Plans, Specifications and Contract Documents and any attached addendum to the full and entire satisfaction of the Winston-Salem/Forsyth County Board of Education, with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

The undersigned, as bidder, agrees to begin work promptly after a Notice to Proceed with an adequate force, carry the work forward as rapidly as possible, and complete the entire project within the number of days specified herein.

It is directly understood that the Winston-Salem/Forsyth County Board of Education reserves the right to reject any and all bids should they deem it to be in the best interest of the Owner

GENERAL CONSTRUCTION CONTRACT GLENN HIGH SCHOOL GYM ERV

MATERIALS	
LABOR	
SALES TAX (ESTIMATED)	
SUB-TOTAL	
CONTINGENCY	\$10,000.00
TOTAL BASE BID (INCLUDES ALL OF THE ABOVE)	

Bid will be awarded based on total price only. Price breakdown is for information only.

- Work construction start (after award): 14 days. (Submittals and equipment lead times)
- Work completion date: 120 days. (After all equipment is delivered or as agreed with Owner)

Additional Notes:

No demolition of working equipment shall take place until new equipment is delivered.

Bidders are highly encouraged to obtain a minimum of 10% MWBE participation.

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The bidder, by undersigning, confirms that all Owner documents were read, understood, accepted, including all pages of this specification; only the required Minority Business Affidavits along with this page need be signed and returned.

BIDDER		License No:		
Street Address				
City		State	Zip	
Print Name and Title of Person Bidding		Phone		
Authorized Signature	Date	Fax		
Ownership (check as appropriate):	Minority	Female	Disabled	Other

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4. INSTRUCTIONS TO BIDDERS

5.1 NO BID

If submitting a “NO BID”, respond by returning page four [4] only with “NO BID” in the Total price space. Include an attachment with a considered reason for not bidding. Failure to render a considered reason for not bidding may disqualify the Contractor for additional Work.

4.2 MAILING INSTRUCTIONS

It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening. Only one bid per envelope. **Mark the outside of the envelope clearly with the Project Name. Include page 4 and the required MBE form [A or B]**

4.3 TIME FOR CONSIDERATION

After the Bid Opening, no bidder may withdraw his bid for a period of **90** days after the scheduled opening time for the bids, except as provided in North Carolina General Statutes.

Preference may be given to Bids offering more than 90 days of consideration and acceptance.

5.4 BID ACCEPTANCE AND REJECTION

The Owner reserves the right to reject any and all bids or to accept any legal bid deemed by the Owner to be in the best interest of the Owner.

The owner reserves the right to not complete any Work on this Invitation to Bid.

The owner reserves the right to cancel any contract with at least a [thirty] 30 day written notice.

4.5 MINORITY BUSINESS PARTICIPATION REQUIREMENTS

The Owner invites and encourages participation in this procurement process by businesses owned by minorities, women, and the disabled and by disabled business enterprises.

Bid shall be in full compliance with the W-S / FCS Policy 3310, titled AFFIRMATIVE ACTION POLICY FOR HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES, as Adopted January, 1984 and Revised April, 1996.

Provide on the bid – Under GS 143-128.2[c] the undersigned bidder shall identify on its bid the minority businesses that it will use on the project **and** the total dollar value of the bid that will be performed by the minority businesses **and** list the good faith efforts (affidavit **A**) made to solicit participation.

Note: A contractor that performs all the work with its own workforce may submit an Affidavit (**B**) to that effect in lieu of the Affidavit (**A**) required above.

After the bid opening – The owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent low bidder the following:

An Affidavit (**C**) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort, **OR** Affidavit (**D**) of its good faith effort to meet the goal. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

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NOTE: Bidders must submit **with their bid** the identification of a *Minority Business Participation* list and Affidavit A or Affidavit B as applicable. Failure to file a required affidavit or documentation with the bid or after being notified as to being apparent low bidder may be grounds for rejection of the bid.

5.6 CONFIDENTIAL INFORMATION

As provided by statute and rule, the Owner will consider keeping confidential trade secrets that the bidder does not wish disclosed. Each relevant page shall be identified by the bidder in boldface at the top and bottom as "CONFIDENTIAL". Cost Information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

5. SPECIFICATIONS

6.1 INTENT OF THE SPECIFICATION

The intent of these specifications is to describe the quality and type of System required in the performance of the Work, and to make sure to the Owner that safe, complete, and fully workable Systems are Provided.

This specification is intended to be consistent with applicable laws and regulations. To the extent this specification conflicts with applicable codes, laws or regulations, such codes laws or regulations must be followed. In case of a conflict the more rigorous shall GENERALLY govern.

Determinations concerning the fitness of Systems, or construction processes or construction practices to particular Project or engineering situations shall be made in coordination with the W-S / FCS Capital Projects Coordinator, and shall in no instance be unilaterally determined by the Contractor.

On written request from the Contractor, the W-S / FCS Capital Projects Coordinator may waive discreet specification requirements. The W-S / FCS Capital Projects Coordinator has the exclusive right to waive requirements.

6.2 DEFINITION OF TERMS

Terms shall generally be as defined in the AIA Document A201, General Conditions of the Contract for Construction, latest edition. Terms defined in this section are not necessarily complete, but are general to the extent that they are specific to the Contract.

Owner	The "Owner" shall mean the Winston-Salem Forsyth County School System.
Architect	The "Architect", shall be identified as the W-S / FCS Capital Projects Coordinator.
Owner's Agent	The "Owner's Agent" will be identified at the Bidders Meeting.
Systems	The term "Systems" includes all equipment, supplies, fixtures, materials or services required or specified to complete the Work including the following as required or specified to assure compliance with the Contract: Expressed or inferred equipment, materials, systems or construction systems. All ancillary supplies, products, assemblies, sub-assemblies, components, supports, fasteners, shims or shim stock, anchors, dowels, fasteners, coatings, accessories, appurtenances, items and related hardware, etc. Contractor-provided construction apparatus: platforms, ladders, scaffolds, consumables, utilities, and other tools as required Contractor's manpower, labor, supervision, personnel, etc., for the coordination, scheduling, administration, engineering, design, procedures, workmanship, etc.
Install	"Install" is used to identify the portion of the Work including transportation, rigging, handling, unloading, unpacking, removal of shipping braces and supports, install, erect, set, place,

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level, anchor, align, adjust, shim, grout, support, secure, or similar words as required or specified to complete the Work.

“Install” is also used to identify the portion of the Work to dismantle, disassemble, assemble, re-assemble, re-fabricate, modify, cut, fit, work to dimension, apply, coat, finish, cure, clean, protect, inspect, examine, test, and all other operations as required or specified to complete the Work.

- Supply “Supply” is to specify, fabricate, procure or otherwise furnish and deliver to the Project Site, all Systems, including Project submittals, ready to be installed.
- “Supply” includes the Contractor’s utilities, temporary facilities, trucks, cranes, hoists, dollies and all other things required or specified to perform the Work.
- Provide “Provide” means to Supply and Install.

6.3 REGULATORY REQUIREMENTS / GOVERNING CODES

Unless otherwise stated herein, Work shall be in compliance with the latest edition of all-applicable Federal, State and local codes, laws, and ordinances and shall comply with all applicable Federal, State and local codes, laws, and ordinances including but not limited to OSHA³. Systems and procedures and workmanship required by such regulations shall be Provided by the Contractor whether or not specifically noted herein or shown on the Contract Documents.

Except where the Contract is more stringent, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract. Such standards are made a part of the Contract by inference. Where compliance with industry standards is required, comply with those standards in effect at the date of this Contract.

6.4 REFERENCED STANDARDS / TRADE ASSOCIATIONS

When included or otherwise listed or adopted in this specification or in the Contract Documents, the latest edition of the Industry Codes and Standards specifications, and references in effect on the date of Contract award shall be used, except as otherwise noted.

Unless otherwise stated herein, referenced specifications or standards shall be of the most recent publication date.

Trade association acronyms or abbreviations referenced in Contract Documents are defined to mean the associated names. Clarification of referenced acronyms or abbreviations referenced in Contract Documents but not listed will be supplied upon request from the Contractor.

6.5 ADDITIONAL SCOPE⁴

6.5.1 WORK

The Owner will, in general, provide access to the utilities required by the Contractor during the performance of the Work. Unless otherwise detailed in the Bid, the Owner reserves the right to refuse utilities and services the Owner deems excessive.

Unless otherwise detailed in writing, all products used for the Work shall be coordinated as a system.

The following are of particular value to the Owner:

³ Including but not limited to all requirements of the Occupational Safety and Health Act of 1970 (OSHA) as published in the Federal Register, including Code of Federal Regulations OSHA Part 1910 and Part 1926.

⁴ See also PARTIAL SCOPE OF WORK, page 2

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- **a safe environment for the children**, visitors, teaching and administrative and support staff and all other W-S / FCS System Employees.
- **Note:** even though WS/FCS has made progress in ACM (**Asbestos containing materials**) abatement, there may still be conditions involving this material. It **SHALL** be the responsibility of contractor to be aware of locations of ACM. A copy of these locations can be seen in the office of each facility.
- minimum or no disruption to existing operations
- minimum time between removal of old and replacement with new systems

Any circumstances that may affect progression, performance or completion of the Work, when discovered by the Contractor, shall be immediately reported in writing to Winston-Salem Forsyth County Schools, attn.: Barry Motsinger¹, Capital Projects Coordinator, 4897 Lansing Drive, Winston-Salem NC 27105. Circumstances may include incomplete or unacceptable Work by others or existing conditions.

6.5.2 WORK BY OTHERS

Work by Others will be clearly defined on the Project Drawing, supplied with this Invitation to Bid.

The terms "Others", "by Others", and similar terms refer to Work or a segment thereof which will be understood as not being a part of this Contract; it identifies additional Work or tasks to be completed by a someone other than the Contractor.

Contractor shall be responsible to coordinate all Work with the Owner and other contractors. Any Contractor Work being adversely effected by Others or the Owner shall be immediately reported to the W-S / FCS Capital Projects Coordinator.

6.5.3 WORK BY THE CONTRACTOR

Unless otherwise specified, the Contractor shall provide all Systems required during completion of the Work described herein. See 6.9 MATERIALS AND **EQUIPMENT** page 11.

Work indicated on the Contract Documents shall be completed by the Contractor, including any additional engineering or design services and all other tasks or services required or specified to complete the Work.

Work is to be planned, scheduled, and coordinated by the Contractor, who is responsible to routinely report to the W-S / FCS Capital Projects Coordinator on the sequencing, coordinating, and integration all the various elements of Work as required.

Work methods utilized by the Contractor should address all Owner requirements at the least cost. Specific methods used in accomplishing this Work may depend on the facilities and expertise of the Contractor, and may include any combination of shop and Site fabrication. Prior to the start of any Work, the proposed methods used in accomplishing the Work must be clearly communicated to the W-S / FCS Capital Projects Coordinator.

The existing facilities shall remain operable during the period of construction unless otherwise permitted by the Owner. Provide enclosures, ventilation, lighting and all other electrical and mechanical services as may be required or specified to assure that the adjacent operating area and fabrication / erection area are positively isolated from each other.

All existing Systems, both above ground and below shall be protected by physical means and maintained free of damage, unless otherwise indicated on the Contract documents, all Systems, utilities and facilities during the completion of the Work.

All work to be involved **below grade** that involves any **digging** and or **grading** shall be required by contractor to be properly marked before any digging or grading of any kind is started. The contractor shall contact North Carolina Locators at 1-800-632-4949. They in turn will contact the proper people to have located - Power, Communications, Gas and Cable. Local Water and Sewer Departments will have to be called to locate said lines. Usually, a Seventy-two hour turn around is required for these services. In case of an emergency, they can respond sooner. Also contact WS/FCS Electrical Department 661-4973 for location of privately owned Electrical and Plumbing Boiler Department 661-4972 for water and sewer on the owner side of the service

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Drainage of the Project Site, including existing drains, culverts, ditches, and sewers, both temporary and permanent, shall be kept clean and operable during the period of construction.

All access ways shall remain open to traffic unless otherwise permitted by the Owner.

6.5.4 WORK IN ADDITION TO THE ORIGINAL SCOPE

Work or services, in addition to that originally specified, shall be completed by the Contractor only after the additional Work or services has been expressly authorized by The W-S / FCS Capital Projects Director.

The Contract requirements can be altered only by written addendum from the W-S / FCS Capital Projects Director and that verbal communications from whatever source are of no effect.

6.5.5 DISMANTLEMENT / DISPOSAL

Prior to removal of any existing Systems, obtain specific approval from the W-S / FCS Capital Projects Director to confirm the exact Systems to be removed. The Owner has first right of refusal of any equipment, parts, controls, etc.

Prior to contacting the W-S / FCS Capital Projects Director, and to expedite the Work, locate, identify, and tag all Systems, indicated to be removed.

When School System services must be interrupted and only after specific Owner's approval, install temporary services for effected areas.

Legally⁵ dispose of all Systems made obsolete by this Project and indicated to be removed and not salvaged for use elsewhere by others or for this Project.

At the end of each day, the Contractor shall collect from the Work Site all waste materials and debris and legally dispose of them. With the Owner's expressed permission, a temporary designated container may be located at the Site in a mutually agreed location. As appropriate, the Contractor shall haul the debris using the Contractor's vehicle.

The Owner will not be responsible for disposal of any waste materials and debris, and prior to final payment all Work generated waste materials or debris shall be removed from the Owner's property.

6.6 SUBMITTALS

Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay. The W-S / FCS Capital Projects Director requires 7 calendar days following receipt of the submittal for review.

6.6.1 GENERAL SUBMITTALS

Notifying in writing the Owner's Agent at least 48 hours but not more than 96 hours in advance of the start of Work at the site, change of scheduled site workdays, or other events that may disrupt or otherwise effect Owner operations, or systems.

Supply the W-S / FCS Capital Projects Director two (2) copies each of the following, as applicable, for approval⁶:

- Compendious⁷ Construction Schedules updated every second week, with milestones including start, inspection holds (as applicable), and finish dates for each significant section of Work.
- An Assembly Lift Plan for all lifts requiring cranes or other mechanized or powered equipment.
- The manufacturer's product data including the MSDS for each product brought onto the Site.
- Notifying in writing the W-S / FCS Capital Projects Coordinator at least 48 hours but not more than 96 hours in advance of the all Work prior to concealment by subsequent Work.
- An Assembly Lift Plan as required in the SECTION Titled "6.8.1 ASSEMBLY LIFT **PLAN**", page 11.

⁵ Contractor is responsible for any and all required paperwork to verify "legal disposal".

⁶ Approval by the Owner of supplier's documents including drawings shall not be construed to relieve the supplier or Contractor of design and engineering responsibility.

⁷ Compendious: "... at once full in scope and brief and concise in treatment."

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6.7 QUALITY CONTROL REQUIREMENTS

To the satisfaction of the Owner, supply or install as appropriate a completed and operable system, free of defects impairing strength, durability, or appearance, as required or specified.

Work shall conform to the capacity, efficiency, and design required or specified, and shall have a neat and finished appearance meeting dimension and space requirements, and shall be new and of the most suitable grade for the application.

The W-S / FCS Capital Projects Coordinator's reserves the right to identify defects impairing strength, durability, or appearance, and to reject any improper, inferior, defective, or unsuitable Work at any time Contract Document non-conformity is found.

Finished Work shall have a professional, neat and workmanship appearance and shall in all areas be free of blemishes.

6.8 RIGGING AND HANDLING

Contractor shall be responsible for all lifting, rigging and handling of Systems as required or specified to complete the Work including any damage that results from lifting, rigging and handling. Immediately report any and all damages to the W-S / FCS Capital Projects Director who will determine who will perform the repair Work.

Repair to the satisfaction of the W-S / FCS Capital Projects Director all damage to floor, structure, steel, Equipment, or any portion of Work resulting from improper support, rigging, or lifting or handling of Equipment.

6.8.1 ASSEMBLY LIFT PLAN

Supply an Assembly Lift Plan for all lifts requiring cranes or other mechanized or powered equipment.

The Assembly Lift Plan shall contain detailed data on the extent of the lifted assembly, its weights, verification of the capacity capabilities for any cranes used in the lift, location and positioning of the cranes, and a description of the rigging to be utilized.

The W-S / FCS Capital Projects Director reserves the right to require calculations that prove structural stability during mechanized or powered lifting operations.

Review of an Assembly Lift Plan by the W-S / FCS Capital Projects Director does not relieve Contractor of responsibility for the safe erection and lifting of any component, structural assembly, or any other item under the control of the Contractor.

6.9 MATERIALS AND EQUIPMENT

Ensure all systems are received as specified and protected from any damage. Store and maintain all Systems until it has been turned over to the Owner.

6.9.1 ALTERNATIVES / MODIFICATIONS

Contract Document Systems are indicated to describe the type, quality, and design required, and may not include all acceptable products.

Contract Document Systems are sized are generally minimum requirements; smaller sizes will not be considered for substitution. Larger sizes and alternative equipment, materials and system will be considered only if all the following conditions are met:

Alternative Systems shall be defined as Contractor selected Systems not detailed in the Contract Documents, or as Contractor selected Systems having the same specifications and suggested by the Contractor for consideration in substitution of Contract Document Systems.

- specifications, details, and samples (as applicable) are supplied in advance to the W-S / FCS Capital Projects Coordinator, and,
- the change results in a similar finished quality at a lower cost to the Owner, and,
- the change expedites the Work or results in lower the cost to the Owner, and,

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- Alternatives or modifications have been expressly approved in writing and in advance.

The W-S / FCS Capital Projects Director reserves the right to require engineering calculations to verify the adequacy of design of all alternative Contractor Systems.

6.9.2 EQUIPMENT AND MATERIALS PROVIDED BY CONTRACTOR

Provide all Systems not supplied by the Owner, but required for the Work.

Contractor supplied Systems of the same type or classification and used for the same purpose shall be the product of the same manufacturer, and shall be new and the best of their respective kind [as determined by the W-S / FCS Capital Projects Director].

Contractor supplied Systems shall conform to the applicable standards and specifications of societies, organizations, agencies, or trade where such a standard has been established.

6.9.3 DELIVERY, STORAGE, AND HANDLING

Store and maintain all Systems in dry, clean areas, off floor and ground, safe from damage, protected from weather and abuse until it has been turned over to the Owner. Do not to damage Systems, joining surfaces, coatings, or linings.

Require factory applied plastic end caps on each length of the Contractor supplied pipe, tube, conduit or similar item. Maintain end caps through shipping, storage, and handling to end damage and to prevent entrance of dirt, debris, and moisture, and keep open ends sealed or covered until removed for installation.

Use appropriate tools and procedures to handle and transport equipment, materials, and systems.

Maintain security and condition of all storage areas while items are stored.

6. INVOICES

7.1 TAXES

7.1.1 NORTH CAROLINA AND COUNTY SALES TAXES

- (1) *Applicable* North Carolina sales taxes and county local taxes paid on taxable purchases of Systems which shall become annexed to, affixed to, or in some manner, become a part of the permanent Project **SHALL** be included in the bid prices.

Tax Warrantee: The bidder, by submitting a Bid on the Bid Form, warrants that all applicable State or county sales taxes are either included within the Bid price or listed or included in any manner or form, either within another figure or separately, in the said Bid Price. In any case, where the bidder contends that the State and county sales taxes are applicable to any of the materials or articles and are subject to reimbursement to the contractor by the owner, he shall be required to certify the amount of such taxes as separate items on the invoices when making Requests for Reimbursement. The Contractor will be required to submit separate Certificates showing the amount of North Carolina and county sales taxes paid with the monthly invoices. The format, which shall be used by the Contractor, is found within this Section.

- (a) In the event more than one taxable purchase is made from the same Vendor during the reporting period, the listing on the Certificate shall contain a subtotal by Vendor showing the total amount of the invoices and the total amount of State and county sales taxes paid thereon.
 - (b) In the event taxable purchases are made from Vendors located in more than one North Carolina County, the listing on the Certificate shall also be subtotaled by the name of the county.
 - (c) A copy of each invoice for System purchase, which becomes annexed to, affixed to or, in some manner, becomes a part of the Project shall be attached to each Certificate.
- (2) *Applicable* North Carolina sales taxes and county taxes paid on taxable purchases, rentals or other items which will not become annexed to, affixed to or, in some manner, become a part of the permanent Project **SHALL** be included in the Bid prices.

7.1.2 FEDERAL TAX:

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Forsyth County is exempt from Federal Excise and Transportation taxes. The County will issue Federal Excise Certificates or Bureau of Internal Revenue Tax Exemption Number only upon request of the Contractor. Issuance of the Certificate does not mean that the Contractor is entitled to a tax refund. All requests are to be handled by the Contractor. The County will not guarantee any Federal Tax refund to the Contractor.

7.3 E-Procurement Fees

All E-procurement fees, if required, are the responsibility of the Contractor.

7.4 PURCHASE ORDER

The Purchase Order shall be clearly listed on each invoice. Lack of this information on the invoice may result in a return to the Contractor of the invoice with a subsequent delay in the payment of the invoice.

7.5 SCHOOL

The school's names shall be clearly listed on each invoice. Lack of this information on the invoice may result in a return to the Contractor of the invoice with a subsequent delay in the payment of the invoice.

**With all Owner rights reserved, the end of the
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8 Forms

See attached at the end of document.

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8.1 NC House Bill 933- Jessica Lunsford Act

Below is just one section of the Act. The link to the entire bill is:

<https://www.ncleg.net/Sessions/2007/Bills/House/PDF/H933v6.pdf>

SECTION 21. Part 6 of Article 22 of Chapter 115C of the General Statutes is amended by adding a new section to read:

"§ 115C-332.1. Sex offender registries checks for certain contractual personnel.

(a) For purposes of this section, the term 'contractual personnel' includes any individual or entity under contract with the local board of education whose contractual job involves direct interaction with students as part of the job. For purposes of this section, the term 'contractual personnel' does not include any person covered under G.S. 115C-332.

(b) Each local board of education shall require, as a term of any contract the local board of education enters, that employers of a person who is contractual personnel conduct an annual check of that person on the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. As a term of any contract, a local board of education shall prohibit any contractual personnel listed on the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry from having direct interaction with students."

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8.2 Davis-Bacon and Related Acts

[U.S. Department of Labor](#)

Employment Law Guide

Federal Contracts-Working Conditions: Prevailing Wages in Construction Contracts

Related Information

DOL Agency Assistance

- [Wage and Hour Division DBRA Page](#)
- [Wage Determinations On-Line](#)
- [Who Is Covered](#)
- [Basic Provisions/Requirements](#)
- [Employee Rights](#)
- [Recordkeeping, Reporting, Notices and Posters](#)
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Updated: December 2016

Davis-Bacon and Related Acts
([40 USC §3141 et seq.](#); [29 CFR Parts 1, 3, 5, 6 and 7](#))

Who is Covered

The Davis-Bacon and related Acts (DBRA) generally apply to contractors and subcontractors performing on federal and federally assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating). Laborers and mechanics performing on the site of the work of DBRA-covered contracts are entitled to receive prevailing wage rates for such work.

Basic Provisions/Requirements

The Davis-Bacon and related Acts (DBRA) require that contractors and subcontractors performing on covered contracts pay laborers and mechanics employed on the project jobsite not less than the prevailing wage rates (including fringe

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benefits) listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics. The rates listed are based on wages and fringe benefits WHD found to be prevailing for laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses and the applicable wage determination(s) must be included in covered contracts.

Apprentices may be employed at less than the predetermined rates if they are individually registered in and employed pursuant to an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees individually registered may be employed at less than predetermined rates if they are participating in a trainee program certified by the Department.

Contractors and subcontractors on DBRA projects are required to pay laborers and mechanics weekly and to submit weekly certified payroll records to the contracting agency. DBRA contractors and subcontractors are also subject to rules concerning allowable payroll deductions.

Contractors and subcontractors on Davis-Bacon Act prime contracts in excess of \$150,000, or related Act contracts in excess of \$100,000, are also required, pursuant to the Contract Work Hours and Safety Standards Act, to pay laborers and mechanics one and one-half times their basic rates of pay for all hours over 40 worked on a covered contract in a workweek.

Employee Rights

The Davis-Bacon and Related Acts provide laborers and mechanics on covered contracts the right to receive at least the locally prevailing wages (including fringe benefits), as determined by the Department of Labor, for the type of work performed. The [Wage and Hour Division](#) and respective federal contracting agencies accept complaints of alleged Davis-Bacon violations.

Recordkeeping, Reporting, Notices and Posters

Notices and Posters

Every employer performing work covered by the labor standards of the DBRA must post the WH-1321 "[Employee Rights Under the Davis-Bacon Act](#)" poster at the site of the work in a prominent and accessible place where it may be easily seen by workers. The applicable wage determination must be similarly posted.

Recordkeeping

Under the Davis-Bacon and related Acts, covered contractors must maintain payroll and basic records for all covered laborers and mechanics during the course of the work and for a period of three years thereafter. Records to be maintained include:

- Name, address, and social security number of each worker
- Each worker's work classifications
- Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents
- Daily and weekly numbers of hours worked
- Deductions made
- Actual wages paid

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- Detailed information regarding bona fide fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected
- If applicable, detailed information regarding approved apprenticeship or trainee programs

Some of the records required to be kept under the law are also required under the Fair Labor Standards Act. See Wage and Hour Division [Fact sheet #21: Recordkeeping Requirements under the Fair Labor Standards Act \(FLSA\)](#) .

Reporting

Each covered contractor and subcontractor must, on a weekly basis, provide the contracting agency a copy of all payrolls providing the information listed above under “Recordkeeping” for the preceding weekly payroll period, except that that full social security numbers and home addresses shall not be included on weekly transmittals, and instead the payrolls only need to include an individually identifying number for each worker (e.g., the last four digits of the worker’s social security number). Each payroll submitted must be accompanied by a “Statement of Compliance” using page 2 of [Form WH-347 Payroll \(For Contractors Optional Use\)](#), or any form with identical wording, certifying compliance with applicable requirements. The statement is to be signed by the contractor or subcontractor, or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and delivered to a representative of the federal or state agency in charge. This must be submitted within seven days after the regular pay date for the pay period

From time to time, contractors may also be asked to submit, via survey, wage data from construction projects on which they have employed laborers and mechanics for use by WHD in determining the locally prevailing wage rates that will apply to Davis-Bacon and related Acts-covered projects in the future. The submission of wage data is encouraged, but voluntary. When new surveys are conducted to enable WHD to reflect the locally prevailing wages, contractors and others may use the [WD-10 Form, Report of Construction Contractor’s Wage Rates](#).

Penalties/Sanctions

Contractors or subcontractors found to have disregarded their obligations to employees under the Davis-Bacon Act, or found to be “in aggravated or willful violation” of any of the related Acts, may be subject to debarment from future contracts for up to three years. In addition, contract payments may be withheld in sufficient amounts to satisfy liabilities for unpaid wages and for liquidated damages that result from overtime violations of the Contract Work Hours and Safety Standards Act (CWHSSA). Breach of the required contract clauses under the Davis-Bacon and related Acts and CWHSSA may also be grounds for termination of the contract.

Contractors and subcontractors may challenge the Wage and Hour Division’s determinations of violations and debarment before an Administrative Law Judge. Contractors and subcontractors may appeal decisions by Administrative Law Judges to the Department’s Administrative Review Board (ARB). ARB determinations on violations may be appealed to and are enforceable through the federal courts.

Falsification of the required certified payroll records or any kickback of wages may subject a contractor or subcontractor to civil or criminal prosecution, the penalty for which may be fines and/or imprisonment.

Relation to State, Local, and Other Federal Laws

Since 1931, Congress has extended the Davis-Bacon prevailing wage requirements to numerous other laws – “related Acts” – that provide federal assistance for construction through loans, grants, loan guarantees, and insurance. These laws require payment of the prevailing wages determined in accordance with the Davis-Bacon Act on federally assisted construction undertaken pursuant to the relevant law. Examples of the related Acts are the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974 (and various other HUD-administered laws), and the Federal Water Pollution Control Act.

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The [Copeland "Anti-Kickback" Act](#) prohibits contractors from inducing any person employed in DBRA-covered construction to give up any part of the compensation to which he or she is entitled, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA-covered work. Implementing regulations govern allowable payroll deductions.

Contractors on projects subject to Davis-Bacon labor standards may also be subject to overtime pay requirements under the Contract Work Hours and Safety Standards Act (CWHSSA) and the [Fair Labor Standards Act](#).

In addition to these federal labor standards, State and local prevailing wage and overtime pay requirements may apply.

Compliance Assistance Available

The Department of Labor provides employers, workers, and others with clear and easy-to-access information and assistance on how to comply with the DBRA, such as the DOL Prevailing Wage Resource Book and the [DBRA Forms page](#). Other compliance assistance related to the DBRA is available on the [Davis-Bacon and Related Acts \(DBRA\) webpage](#). Also, the [Wage Determinations Learning Center](#) provides help understanding wage determinations, a quick-start guide, and the ability to search wage determinations.

DOL Contacts

[Wage and Hour Division](#)
[Contact WHD](#)

Tel: 1-866-4-US-WAGE (1-866-487-9243); TTY: 1-877-889-5627

The Employment Law Guide is offered as a public resource. It does not create new legal obligations and it is not a substitute for the U.S. Code, Federal Register, and Code of Federal Regulations as the official sources of applicable law. Every effort has been made to ensure that the information provided is complete and accurate as of the time of publication, and this will continue. Later versions of this Guide will be offered at www.dol.gov/compliance or by calling our Toll-Free Help Line at 1-866-4-USA-DOL (1-866-487-2365) (1-866-487-2365).

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