

**Town of Franklin**  
**Request for Proposals: Sidewalk Replacement and Reconditioning**

**Posting date: January 4, 2024**  
**Due Date: February 2, 2024 at 3:00 p.m.**

**I. PROJECT BACKGROUND**

Franklin (the “Town”) is a town in and the county seat of Macon County, North Carolina. It is situated within the Nantahala National Forest. The population is approximately 4,175. Franklin is a popular destination for hikers and outdoor enthusiasts, specifically in relation to the Nantahala National Forest, the Great Smoky Mountains, and the Appalachian Trail. The town and the surrounding area is rich in gems and minerals, and is known locally as the "Gem Capital of The World."

Franklin has been celebrated as a thriving community with many outdoor and recreational amenities. As part of an effort to maintain and improve this livability, the Town is working to make repairs to sidewalks in order to ensure continued accessibility and walkability within the town.

**II. SCOPE OF WORK**

The Town of Franklin is soliciting bids for a project (this Request for Proposals, the “RFP”) which will include the demolition, removal, regrading, installation and replacement of sidewalks, curb and gutter, and curb ramps. Any of these features that are removed are to be replaced and brought into ADA compliance with proper, widths, slopes and grades. The installations shall occur at various locations within the Town limits.

Description:

A. The contractor shall furnish all labor, material, equipment necessary to demolish, remove, regrade, and replace select portions of existing Town sidewalk areas in accordance with drawings, specifications and per applicable standards and ADA requirements. Bids shall include repair of the areas identified in Exhibit A and as discussed during the mandatory site visit; additional areas may be identified during the term of the contract. Bids should therefore also include a unit price per square foot of additional work.

B. The work shall include, but shall not be limited to the following (not necessarily in the order indicated):

1. Contractor shall demolish and remove the selected portions of the concrete on each area for repair or reconditioning.
2. Concrete shall be removed to the nearest expansion joint, control joint, or for partial removal, in the location(s) as designated by the Town’s designated personnel. Each of

these areas has had a 2"- 3" diameter white dot painted on each section of concrete to be replaced by the contractor.

3. Subgrades shall be free of all foreign and loose materials; replace as necessary to create a proper base for the concrete.
4. Compact existing subgrade to 95% compaction prior to placing new concrete.
5. All sidewalk concrete shall have a compressive strength of at least 3,000 PSI @ 28 days and 4" thick.
6. Any utility boxes or manholes within the sidewalk must be adjusted by the Town utility department, or owner of the utility, and shall be flush with final grade. All adjustment cost shall be the responsibility of the contractor.
7. Where applicable, sidewalks will be expanded to five (5) feet in width with appropriate cross slope. This determination will be made by Town designated staff.
8. Maximum allowable cross slope must comply with ADA requirements (2%, or 1 inch per foot maximum).
9. Replace all saw cuts and expansion joints as per existing locations. Expansion joints will be in a straight line to a depth equal to at least one-third (1/3) of slab thickness. A one-half inch (1/2") expansion joint filler will be used at all construction joints and every fifty feet (50') in the traverse path of the sidewalk.
10. All concrete surfaces shall receive a light broom finish unless noted otherwise by Town of Franklin personnel.
11. Any concrete truck shall wash out only in Town approved areas.
12. The contractor shall sole responsibility for safety on this project.
13. The contractor will provide necessary and prudent barricades, signs, fencing, warning lights, trench safety measures and devices, work methods and all other safety measure necessary to protect the Town, general public, contractor, and employees.
14. Traffic safety measures shall be used within the street right-of-way to protect the traveling public.
15. The contractor shall take precautions to not track debris, dirt and mud from the site onto adjacent street and sidewalks.
16. The contractor will place reasonable and necessary traffic control and protective devices around the construction sites.

17. The contractor will be responsible for maintaining the traffic control devices and protective devices used, as well as removing them from the site once they are no longer needed.
18. All ramp textures must consist of truncated dome surface; ramps to be compliant with ADA standards.
19. All ramps will have detectable warning surface (i.e., truncated domes), shall be a minimum of 24" in depth in the direction of pedestrian travel, and extend the full width of the curb ramp or landing where the pedestrian access route enters the street. All ramp slopes must meet ADA requirements with slope no greater than 8%, where 8 % cannot be met, a 15' construction length will be acceptable.
20. With designated Town staff, evaluate the risk of soil compaction due to heavy equipment use around each construction/repair site. Substantial ruts, tracks, indentations, or other soil/turf damage to existing soil conditions must be fully repaired prior to project completion.
21. Only vehicles necessary for construction activities are allowed to be parked on the grass. Delivery trucks, pickups for transporting crews, etc. must park in parking spaces reserved for the contractor. Contractor to notify designated Town staff with the number of spaces required so Grounds can place barriers in front of parking spaces reserved for the contractor.
22. Any damage to public property belonging to the Town or any other unit of government, or to private property, including without limitation utilities, roads, sidewalks, ramps, curbs, etc. during project installation must be fully repaired at contractor's expense and to the satisfaction of all relevant Town of Franklin parties.
23. Contractor is responsible for removing all debris from properties related to construction Activities; this includes all cones or traffic control devices and signs.
24. Town designated staff must be notified immediately in the event of a fuel, oil, or chemical spill.
25. All contractor employees will abide by Town policies and maintain professional conduct respecting general public and Town staff.
26. Work to occur so as to minimize disruptions to normal business activities.
27. Coordinate the demolition and replacement of concrete with Town so as not to have too many locations under construction at any given time.

### III. SUBMISSIONS & RESPONSE FORMAT

#### A. Questions:

Questions concerning this RFP must be made via email to the point of contact below. Responses to all submitted questions will be posted at: <https://franklinnc.com/bid-requests-town-franklin-nc.html>. Any revisions, addendums, and answers to questions received at least a week before the proposal due dates will be sent to those who directly received this RFP.

A mandatory pre-bid site visit will be required for all bids to be accepted. Respondents can inspect sidewalks on their own time, but a site visit must be scheduled through the point of contact below.

#### B. Deadline:

The deadline for responding to this RFP is **3:00 p.m. on Friday, February 2, 2024**. It is the responsibility of the firm submitting proposals to ensure that the point of contact has received a completed proposal by the required deadline.

##### Point of Contact:

Chris Waldroop  
Streets Supervisor  
Town of Franklin  
95 East Main Street  
Franklin, NC 28734  
[cwaldroop@franklinnc.com](mailto:cwaldroop@franklinnc.com)  
828-524-2516 x 405

The Department of Public Works prefers to receive submitted materials via mail or Courier with subject line “Proposal Sidewalk Repair and Reconditioning”.

#### C. Submissions:

Responses are encouraged to be concise. Respondents may partner with other firms, local or otherwise, in order to provide the best possible proposal for ensuring quality and efficient completion of the project tasks. All proposals must include, at a minimum, the following:

1. A cover page including the Request for Proposals title and applicant firm’s name, any sub-Respondents or other partners, and the office location from which the work will originate.

2. A summary of the Respondents' understanding and approach of the project Scope of Work.
3. A Statement of Qualifications applicable to this project including the names, qualifications and proposed duties of the teams' staff to be assigned to this project; a listing of recent similar projects completed, including the names, titles, addresses, and telephone numbers of the appropriate persons whom the Town should contact.
4. A schedule of the work including proposed dates for each submittal discussed in the Scope of Work above.
5. A copy of the Respondent's hourly rate schedule for all personnel, and project costs anticipated to be involved in the project, and a statement that said hourly rate schedule is part of the Respondent's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. All extra work will require prior approval from the Town.

#### **IV. RESPONDENT SELECTION**

Proposals will be reviewed and evaluated by Town staff based on the information provided. The Project will be awarded, subject to a satisfactory contract, to the lowest responsive responsible bidder.

Additional information may be requested prior to final selection. Final costs will be determined through negotiations with the selected firm.

#### **V. FEDERAL FUNDING**

Funds for this Project are from federal sources. The selected Respondent must be able to comply with the laws and regulations listed on the Federal Compliance Addendum attached as Exhibit C. These include, but are not limited to, non-debarment and acceptance of responsibility for prevailing wage monitoring and compliance under the Davis-Bacon Act of 1931. Further, in compliance with the Uniform Guidance, and the Town will consider proposals from women- and minority-owned businesses, including proposals to divide total requirements, when economically feasible (in the Town's sole discretion), into smaller tasks or quantities to permit maximum participation, and/or consider establishing delivery schedules, where the requirements permit (in the Town's sole discretion), which encourage participation by small and minority businesses, and women's business enterprises

#### **VI. EXHIBITS**

Exhibit A: Areas where sidewalk construction and repairs will occur including measured footage.

Exhibit B – Bid Submission Acknowledgement – to be returned as part of the submission packet.

Exhibit C – Federal Compliance Addendum – to be made part of the final contract with the selected Respondent.

## **VII. CONTRACTING**

The selected Respondent must qualify as an independent contractor and, prior to being awarded a contract, must apply for registration in North Carolina. The contract will not be executed until the Respondent is registered with the Secretary of State's Office.

Prior to beginning any work, the Respondent shall obtain Insurance Coverage in accordance with the Town's policies. The certificate of insurance coverage shall be documented on forms acceptable to the Town.

## **VIII. AGREEMENT REQUIREMENTS**

The selected Respondent will be required to execute a contract with the Town on the terms and conditions required by the Town.

## **IX. LIMITATIONS OF LIABILITY**

The Town assumes no responsibility or liability for the response to this Request for Proposals.

## **X. COSTS ASSOCIATED WITH PROPOSAL**

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity, including any requests for additional information or interviews. The Town will not reimburse any person or entity for any costs incurred prior to the issuance of the contract.

## **XI. INDEMNIFICATION**

Any party responding to this Request for Proposals is acting in an independent capacity and not as an officer or employee of the Town. Any party responding to this Request for Proposals will be required to indemnify, defend, and hold harmless the Town, its officers, and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the responding party's acts and/or omissions in or related to the response.

## **XII. REJECTION OF PROPOSALS**

The Town reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the Town deems will meet its best interests, even if that proposal is not the lowest bid. The Town reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the Town to award a contract.

### **XIII. OWNERSHIP OF DOCUMENTS**

Any materials submitted to the Town in response to this Request for Proposals shall become the property of the Town unless another arrangement is made by written agreement between the Town and the responding party. The responding party may retain copies of the original documents.

### **XIV. DUTY TO INFORM TOWN OF BID DOCUMENT ERRORS**

If a bidder knows, suspects, or has reasonable cause to believe, that an error or omission exists in any of the bid documents, including but not limited to unit prices and rate calculations, the bidder shall immediately give the Town written notice thereof. Respondents shall not cause or permit any work to be conducted that may be related to the error or omission without first receiving written acknowledgment from the Town that Town representatives understand the possible error or omission and have approved the requested modifications to the bid or contract documents or that the Respondent may proceed without any modification being made to the bid or contract documents.

### **XV. PUBLIC RECORDS**

Any and all records submitted to the Town, whether electronic, paper, or otherwise recorded, are subject to the North Carolina Public Records Law. The determination of how those records must be handled is solely within the purview of Town. All records the responding party considers to be trade secrets, as that term is defined by subsection 132-1.2 of the Public Records Act, or that the responding party otherwise seeks to have the Town consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt.

## **EXHIBIT A**

### **Sidewalk removal and replacement locations and distances**

#### **Harrison Ave:**

- Church Street and Harrison Avenue intersection to 587 Harrison Avenue.
- Distance is 2,625 feet
- 2 curb ramps installed at Church and Harrison Ave.
- Will include all necessary driveway apron replacements

#### **Phillips Street:**

- East Palmer / 441 Business to Phillips Street and Panther Drive intersection
- Distance is 1,720 feet
- 1 curb ramp installed at Phillips and Panther Dr.
- 1,380 feet of curbing
- Will include all necessary driveway apron replacements



## EXHIBIT B

### Bid Submission Acknowledgement

In submitting this proposal, it is understood that the unrestricted right is reserved by the Town in making the award to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said bids. The undersigned hereby certifies that this bid is genuine, and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding, and that the undersigned has it, in any manner, sought by collusion to secure for himself and advantage over any other bidder.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_, Notary Public, do hereby certify that \_\_\_\_\_  
[Name of Individual(s) Whose Acknowledgment is Being Taken] personally appeared before me  
this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Official Seal)

\_\_\_\_\_  
Official Signature of Notary

\_\_\_\_\_  
Notary's Printed or Typed Name

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

## EXHIBIT C

### Federal Compliance Obligations

If the source of all or part of the funding for this Agreement is federal funds, the following provisions apply as listed here, pursuant to 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

#### A. **Equal Employment Opportunity (41 C.F.R. Part 60)**

During the performance of this contract, Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - Employment, upgrading, demotion, or transfer; recruitment or 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.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. 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.
6. 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 books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination 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 Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 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, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. 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.
  - The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
  - The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
  - The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from

such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**B. Copeland "Anti-Kickback" Act (40 U.S.C. 3145)**

Contractor shall comply with the requirements of 29 C.F.R. Part 3, which are hereby incorporated by reference in this Agreement. The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

**C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

No Contractor employing laborers or mechanics shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and ½ times the basic rate of pay for each hour worked over 40 hours. No laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

**D. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**

Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act, as amended.

**E. Debarment and Suspension (Executive Orders 12549 and 12689)**

Contractor agrees it is not listed as a party debarred, suspended, or otherwise excluded by agencies in the System for Award Management. Contractor agrees it is not declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352.

**G. Procurement of Recovered Materials (2 C.F.R. § 200.323)**

Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

**H. Record Retention Requirements (2 C.F.R. § 200.334)**

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency. Contractor agrees to any other retention requirements imposed by the Federal awarding agency.

**I. Davis-Bacon Act Requirements (40 U.S.C. 3141-3148)**

**Minimum Wages.**

1. All laborers and mechanics employed under this Agreement in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
2. Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Agreement shall be classified in conformance with the wage determination.

3. Whenever the minimum wage rate prescribed in the Agreement for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
4. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Withholding of funds. The Owner or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Agreement or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Agreement. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the Agreement, the Owner or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. The Owner or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

Payrolls and basic records.

1. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to the Owner or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
3. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Agreement and shall certify the following:
  - a. That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
  - b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
  - c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Agreement.
4. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
5. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
6. The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of the Owner or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Owner or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been

certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.



Contract termination; debarment. A breach of these requirements may be grounds for termination of the Agreement and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Agreement.

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

Certification of eligibility. By entering into this Agreement, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

In addition to complying with the above laws and regulations, the Contractor agrees to require any subcontractors employed pursuant to this Agreement to comply with the same.

**J. Prohibition on certain telecommunications and video surveillance services or equipment.**

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also § 200.471.

#### **K. Domestic preferences for procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.