

**INVITATION TO BID
BID # 23-24-08
PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
GK BUTTERFIELD TRANSPORTATION CENTER
FAÇADE ENHANCEMENTS
CITY OF GREENVILLE, NORTH CAROLINA**



Find yourself in good company

**Pre-Bid Meeting: Tuesday, August 15, 2023 @ 2:00 PM
GK Butterfield Transportation Center
600 South Pitt Street, Greenville, NC**

**Bid Due Date: Thursday, September 7, 2023 @ 2:00 PM
Public Works Administrative Building
1500 Beatty Street, Greenville, NC**

Contact Persons:

Questions regarding the bid package:

**Wanda House
Financial Services Manager
Telephone: 252-329-4862
Fax: 252-329-4464
Email: whouse@greenvillenc.gov**

Questions regarding the specifications:

**Michael Turner
Building Facilities Coordinator
Telephone: 252-329-4921
Fax: 252-329-4844
Email: mturner@greenvillenc.gov**

**CITY OF GREENVILLE
ADVERTISEMENT FOR BIDS
CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
GK BUTTERFIELD TRANSPORTATION CENTER FAÇADE ENHANCEMENTS**

The City of Greenville, NC is requesting proposals for "GK BUTTERFIELD TRANSPORTATION CENTER FAÇADE ENHANCEMENTS". The scope of work shall include, but is not limited to

- lightly pressure washing the entire façade
- filling all cracks in existing Glulam beams
- Cross-laminated timber (CLT) panels attached to the underside of the roof decking
- second floor porch and bus bay canopies
- sanding, preparing and resealing all exterior wood products
- Preparing and painting all steel plates and hardware associated with Glulam beams.

Sealed proposals will be received by the City of Greenville until Thursday, September 7, 2023 at 2:00 pm at the Public Works Department Administrative offices located at 1500 Beatty Street, Greenville, NC 27834-7207 with the Company Name, Attention: Michael Turner, Building Facilities Coordinator, and the words City of Greenville Public Works Department GK Butterfield Transportation Center Facade bid written on the outside of the sealed envelope. All bids will be marked with the date and time they are received by reception staff. Bids will not be opened and read aloud at this time but will be reviewed and contracts will be awarded at a later date.

A Pre-bid Conference will be held at the GK Butterfield Transportation Center conference room (second floor), located at 600 South Pitt Street, on Tuesday, August 15, 2023 at 2:00 pm. The Pre-bid conference is not mandatory but highly encouraged for prospective bidders to attend. The City of Greenville reserves the right to reject any or all bids, waive any informality and award contracts that appear to be in its best interest. Any bid submitted will be binding for a period of ninety (90) days from the bid opening thereof.

From the date of this advertisement until the date of opening the proposals, the plans and specifications of the proposed work and/or a complete description of the apparatus, supplies, materials or equipment are, and will continue to be on file, in the office of Wanda House, Financial Services Manager, 201 W. 5th Street, Greenville NC or at the Public Works Department located at 1500 Beatty Street, Greenville, NC 27835-7207, during regular business hours, and available to prospective bidders. Inquiries regarding the bidding process or documents should be directed to Wanda House at whouse@greenvillenc.gov or by telephone (252) 329-4862. Minority/Women owned business are encouraged to submit proposals.

Wanda House, Financial Services Manager
City of Greenville
P O Box 7207
Greenville, NC 27835-7207

INSTRUCTIONS TO CONTRACTORS

**Proposal to Provide
GK Butterfield Transportation Center Façade Enhancements
Location: Greenville N.C.**

1. Contractor is to provide verification to the City that the company's employees are covered under worker's compensation insurance coverage.
2. It is expressly understood by the bidders that written notice of award and/or receipt of purchase order will constitute agreement by the City to consummate the transaction and will serve together with the proposal, scope of work, and these instructions as the entire form of contract between the parties except in cases where formal contracts are warranted.
3. Each Contractor submitting a proposal is affirming that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.
4. Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation Tax from which the City is exempt.
5. Questions regarding the specifications for submission of a proposal for GK Butterfield Transportation Center Façade Enhancements shall be directed by email to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov
6. By submitting a proposal for the Contractor to provide GK Butterfield Transportation Center Façade Enhancements, the Contractor attests that it is in compliance with all items listed in the bid/proposal instructions. Further, the Contractor attests that the City of Greenville accepts no responsibility for any injuries to the firm's employees while on City property performing their duties.
7. Contractor shall comply with all local, state, and federal laws, as well as safety/regulatory requirements and ordinances associated with the work within this contract.
8. No work will be performed at any time without proper supervision. Supervisors name and direct contact information shall be provided to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov
9. The Contractor shall accompany a designated representative(s) of the City on inspections of work at any time during the contract period. The City reserves the right to make determinations as to whether service is performed satisfactorily.
10. Deficiencies in work performance must be corrected immediately. The City reserves the right to add or delete similar items/services specified in the proposal as requirements change during the period of the contract. Prices for items/services to be added or deleted from contract will be mutually agreed upon by the City of Greenville and the Contractor. A contract amendment will be issued for each addition or deletion.
11. Contractor is permitted to apply cleaners, strippers or brighteners to exterior Glulam beams.

12. It shall be the responsibility of the contractor to visit the site that will be covered in this contract and to understand the area that is to be included prior to submitting a bid.
13. All work shall be completed in a professional manner consistent with customary industry practices.
14. Contractor shall be responsible for damage to the property caused by GK Butterfield Transportation Center Façade Enhancements including, but not limited to, buildings, curbs, parking blocks, islands, sidewalks, light poles, signs, landscaping, paving or striping of the property or equipment used in connection therewith.
15. Contractor will report in writing to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov any property damage caused by the Contractor within 24 hours of the occurrence.
16. Contractor agrees to contact Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov if for some reason the work as called for cannot be completed in a timely manner.
17. Contractor agrees to provide Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov agent with all current after-hours telephone numbers.
18. Contractor shall not engage subcontractors to perform the Services without the City of Greenville's prior written consent by the Director of Public Works or designee. If any part of this work agreement is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Agreement. The parties stipulate that the Company will maintain each type of insurance set forth in the Agreement at a coverage equal to the amount set forth in the Agreement at a coverage equal to the amount set forth for each type of insurance. However, nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.
19. Contractor is responsible for all measurements pertaining to the scope of work when submitting a bid.
20. Prepare all surfaces to be finished per the manufacturer's specifications.
21. Contractor is responsible for protecting all unpainted surfaces, fixtures, equipment, walking/driving surfaces, pedestrians and general public and their property from drips, spills, and/or splatters and damage from work performed.
22. Contractor is responsible for cleaning the worksite daily prior to the end of day.
23. Work hours will be normal business hours (7:00AM-5:00PM) and will include weekend/holiday scheduling as to not interfere with GK Butterfield Transportation Center operations. This will be coordinated through the Building Facilities Coordinator and Contractor.
24. Fill all cracks in glulam beams and CLT panels with WVCO E-400 Epoxy – Thick.
25. Contractor will warranty all work, labor and materials for two (2) years.

**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
SPECIFICATIONS FOR
GK BUTTERFIELD TRANSPORTATION CENTER
FAÇADE ENHANCEMENTS**

1.0 SCOPE:

- 1.1** The scope of work shall include, but is not limited to, lightly pressure washing the entire façade (including the phenolic panels), Cross-laminated timber (CLT) panels attached to the underside of the roof decking, second floor porch and bus bay canopies, filling all cracks in existing Glulam beams, sanding, preparing and resealing all exterior wood products, as well as, preparing and painting all steel plates and hardware associated with all Glulam beams.
- 1.2** See Exhibit "B" for stain/sealer/paint schedule and technical data
- 1.3** See Exhibit "C" for elevation maps of GK Butterfield Transportation Center

2.0 GENERAL:

- 2.1** GK Butterfield Transportation Center Façade Enhancements shall be completed in a professional manner and shall conform to these specifications.
- 2.2** Failure of the contractor to meet or perform work to these specifications as determined by the Public Works Department shall warrant a written notice to the contractor specifying areas of nonperformance or unacceptable performance. Immediate cancellation of the contract or purchase order may occur if performance is not rectified in a timely manner.
- 2.3** Contractor shall be aware of the impending weather conditions and shall follow all product manufacturer's specifications when using products.

3.0 PAYMENT AND BID:

- 3.1** Payment will be made by the City to the Contractor upon said work being performed satisfactorily per specifications and within thirty (30) days of receipt of an approved invoice. All invoices shall have the purchase order number written on them when submitted for payment.
- 3.2** Bidders will comply with all local, state, and federal laws and ordinances governing said work including the current Occupational Safety and Health regulations.
- 3.3** By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.

3.4 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a proposal are attesting that they also have taken affirmative action to insure equality of opportunity in all aspects of employment.

3.5 Minority and/or Women Business Enterprise (M/WBE) Program

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 10% Minority Business Enterprise (MBE) and 6% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible. Bidder will need to fill out Attachment "A" in its entirety.

Questions regarding the City's M/WBE Program should be directed to Tish Williams, M/WBE Coordinator, at (252) 329-4462 or tfwilliams@greenvillenc.gov

3.6 Bidder, its assignees and successors in interest, further agrees that in the performance of these services that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in Attachment "B" to this Agreement, and will not discriminate in its hiring, employment, and contracting practices in any manner or form based on actual or perceived political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, marital status, veteran status, economic status, national origin, handicap or disability.

3.7 TITLE VI NONDISCRIMINATION NOTIFICATION

The City of Greenville, North Carolina in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3.7 The City of Greenville reserves the right to reject any and all bids, to waive any informalities and to accept the bid that seems most advantageous to the City. Any bid submitted will be binding for ninety (90) days after the date of the bid opening.

3.8 Contractor must complete a new vendor application or update an existing vendor profile and associated documents as required upon acceptance of contract. New vendors must register online at the City of Greenville Vendor Self Service portal: <https://selfservice.greenvillenc.gov/vss/Vendors/default.aspx>

4.0 WORKERS COMPENSATION AND INSURANCE:

4.1 The contractor must maintain during the life of this contract, Worker’s Compensation Insurance for all employees working at the project site under this contract, or as otherwise required by North Carolina General Statutes.

4.2 The Consultant/Contractor agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. Work under this contract shall not commence until all insurance required as listed has been obtained. Insurance required shall remain in effect through the life of this contract.

a. Workers’ Compensation Insurance: No contractor or subcontractor may exclude executive officers. Workers Compensation must include all employees

Limits:

Workers Compensation:	Statutory for the State of North Carolina.
Employers Liability:	Bodily Injury by Accident \$1,000,000 each accident.
	Bodily Injury by Disease \$1,000,000 policy limit.
	Bodily Injury by Disease \$1,000,000 each employee.

b. Commercial General Liability:

Limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used it must be approved by the City. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations. Additionally, the Consultant/Contractor must be added as an Additional Insured to the Commercial General Liability policy.

c. Commercial Automobile Liability:

Limits: \$1,000,000 combined single limit.

d. Cancellation:

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

e. Proof of Carriages:

i. The Consultant/Contractor shall provide the City with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City prior to the commencement of services. Said policies shall provide that the City be an additional named insured.

- ii. The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.
- iii. All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.

- 4.3 The contractor shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.
- 4.4 The contractor shall furnish the owner with satisfactory proof of insurance required before written approval of such insurance is granted by the owner. Executed contract documents, insurance certifications, invoices and other information requested, are to be sent to:

Michael Turner
Building Facilities Coordinator
City of Greenville
Public Works Department
1500 Beatty Street
Greenville, N.C. 27834
Email: mturner@greenvillenc.gov

5.0 DAMAGE TO CONTRACTORS PROPERTY:

- 5.1 Should fire, theft, vandalism or other casualty, damage or destroy the equipment or property belonging to the Contractor while on City property, the City shall be under no obligation to replace or in any way compensate the contractor for said property.
- 5.2 The successful bidder agrees to indemnify, or hold harmless, the City from and against any liability, loss, cost, damage suit, claim, or expense arising from any occurrence on the part of the successful bidder to include its officers, servants, agents or employees arising from its activities, operations, and performance of services while on City property and further agrees to release and discharge City and its Agents from all claims or liabilities arising from or caused by the successful bidder in fulfilling its obligations under this Agreement.
- 5.3 It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the successful bidder, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the successful bidder's activities and operations while performing those services enumerated herein.
- 5.4 The successful bidder shall assume full and complete liability for any and all damages to tombstones, markers, building improvements, fences, curbs, buildings,

parking blocks, islands, sidewalks, light poles, signs, landscaping, paving, striping or other City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.

6.0 AMENDMENTS, ADDENDA OR QUESTIONS:

6.1 Addendum: Any changes to the specifications will be issued as a written addendum. No oral statements, explanations, or commitments by whosoever shall be of any effect. Any issued addenda will be posted on the City's bid advertisement site. The contractor must acknowledge reading each addendum on the bid sheet.

6.2 Amendment: The contract may be amended from time to time through written agreement by both parties.

6.3 Any questions regarding these bid specifications must be sent by email to mturner@greenvillenc.gov

6.4 Schedule for questions and addenda:

Last date to submit a question: Thursday, August 24, 2023 by 4:00 p.m.
Questions will be answered via addenda posted on the City's website answered by: Thursday, August 31, 2023 by 4:00 p.m.

7.0 E-VERIFY:

7.1 The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Contractor represents that the Contractor and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

7.2 BIDDER acknowledges that compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes is required by the Contractor and its Subcontractors by North Carolina law and the provisions of the Contract Documents. The BIDDER represents that the BIDDER and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

7.3 All firms submitting bids are required to complete the Affidavit form included in this bid package.

8.0 IRAN DIVESTMENT ACT:

8.1 Vendor certifies that it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. The vendor will not

utilize on the contract any subcontractor that is listed on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

9.0 NON-COLLUSION:

9.1 Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.

10.0 WITHDRAWAL OF PROPOSALS:

10.1 No bid/proposal may be changed or withdrawn after the stated time and date for submittal. Bids/proposals submitted shall be binding for ninety (90) days after the date of submittal.

11.0 REFERENCE INFORMATION:

11.1 All bidders must provide a list of three (3) client references of similar projects. The reference information must include the company's name, a contact person's name with his or her title and their telephone number. Please provide the information on the "Contractor Reference Information" sheet and attach with the bid sheet.

12.0 CONTRACTOR INFORMATION:

12.1 Please provide the information on the "Contractor Data Form" and attach with the bid sheet. All information should be accurate and detailed in description.

13.0 SPECIAL CONDITIONS (FEDERAL):

13.1 No Obligation by the Federal Government.

(1) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

13.2 Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its

actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

13.3 Access to Records.

The following access to records requirements apply to this Contract:

- (1) Where the City is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- (2) Where the City which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- (4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

13.4 Federal Changes.

- (1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

13.5 Termination for Convenience (General Provision).

- (1) The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

13.6 Termination for Default [Breach or Cause] (General Provision).

- (1) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

13.7 Opportunity to Cure (General Provision).

- (1) The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar after receipt by Contractor of written notice from

the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

13.8 Waiver of Remedies for any Breach.

- (1) In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

13.9 Civil Rights.

The following requirements apply to the underlying contract:

- (1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
- (a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective

employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

13.10 Disadvantaged Business Enterprises.

- (1) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The City's overall goal for DBE participation is 9.375%. A separate contract goal has not been established for this contract. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)). The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City. In addition, the contractor may not hold retainage from its subcontractors. The contractor must promptly notify the City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

13.11 Incorporation of Federal Transit Administration (FTA) Terms.

- (1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The

Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

13.12 Suspension and Debarment.

- (1) This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13.13 ADA Access.

- (1) The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

13.14 Resolution of Disputes

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the Owner. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence In any breach thereunder, except as may be specifically agreed in writing.

13.15 Clean Air Act.

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Sect. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

13.16 Clean Water

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sect. 1251 et seq. The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

13.17 Fly America.

- (1) Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and sub-recipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an

appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

13.18 Cargo Preference.

- (1) Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

13.19 Energy Conservation.

- (1) The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

13.20 Byrd Anti-Lobbying Amendment.

- (1) 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above 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. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13.21 Copeland "Anti-Kickback" Act

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

- (2) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

13.22 Contract Work Hours and Safety Standards Act

- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) 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 any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

13.22 Davis-Bacon Requirements

If applicable to this contract, the Vendor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-348).

(1) *Minimum Wages.*

(i) All laborers and mechanics employed or working upon the site of the work 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 the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent 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 Vendor 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 paragraph (1)(iv) of this section; 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 particular 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 on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 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 (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Vendor and its sub-contractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (B) If the Vendor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the Vendor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Vendor 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.

(iv) If the Vendor does not make payments to a trustee or other third person, the Vendor 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 Vendor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Vendor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.*

The County 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 Vendor under this contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Vendor, 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 Vendor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Vendor, Sponsor, Applicant, or Owner, 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.

(3) *Payrolls and Basic Records.*

(i) Payrolls and basic records relating thereto shall be maintained by the Vendor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. 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 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 any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Vendor shall maintain records that 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 that show the costs anticipated or the actual costs incurred in providing such benefits. Vendors 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.

(ii) (A) The Vendor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Vendor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime Vendor is responsible for the submission of copies of payrolls by all subcontractors.

Vendors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Vendor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Sponsor, the Vendor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Vendor to require a subcontractor to provide addresses and social security numbers to the prime Vendor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Vendor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and 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 Regulations 29 CFR Part 3;

(3) 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 contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Vendor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Vendor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Sponsor, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Vendor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Vendor, Sponsor, applicant, or Owner, 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.

(4) Apprentices and Trainees.

(i) 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 the Bureau of Apprenticeship and Training 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 Vendor 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 above, 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 Vendor 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 Vendor's or sub-Vendor'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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Vendor 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.

(ii) 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 on 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 on the wage determination that provides for

less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that 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 on 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 on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Vendor 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.

(iii) **Equal Employment Opportunity.** The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) *Compliance with Copeland Act Requirements.*

The Vendor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.*

The Vendor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Sponsor may by appropriate instructions require, and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

(7) *Contract Termination: Debarment.*

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Vendor and a subcontractor as provided in 29 CFR 5.12.

(8) *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 contract

(9) *Disputes Concerning Labor Standards.*

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. 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 Vendor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility.

(i) By entering into this contract, the Vendor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Vendor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

****Include with bid package****



Contractor Reference Information

1. Company name: _____

Contact person: _____

Title: _____ Phone No. _____

2. Company name: _____

Contact person: _____

Title: _____ Phone No. _____

3. Company name: _____

Contact person: _____

Title: _____ Phone No. _____

****Include with bid package****



Contractor Data Form

Company Name: _____

Address: _____

Phone Number: _____ **Mobile Phone Number:** _____

Company Owner: _____ **Company Owner Phone Number:** _____

Authorized Company Representative submitting bid: _____

Title: _____

Phone Number of Authorized Representative: _____

Email: _____

Description of equipment, dust management program and a performance plan you plan to utilize to perform this contract: Attach additional sheet or continue on back if needed.

****Include with bid package****



REQUEST FOR BIDS

In compliance with the request for bids by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment and labor as provided in the above mentioned specifications.

GK Butterfield Transportation Center Façade Enhancements Bid

Description

Bid

Total Lump Sum Bid
(Per specifications)

Addendum Acknowledgement:

Please record each Addendum Number Received: _____

Company Name: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

****Include with bid package****

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
 - 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
 - 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
 - a. YES _____, or
 - b. NO _____
 - 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
- This ____ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina City of _____

Signed and sworn to (or affirmed) before me, this the _____

Day of _____, 20__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

****Include with bid package****

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

**City of Greenville/Greenville Utilities Commission
Minority and Women Business Enterprise (MWBE) Program**

**City of Greenville
Construction Guidelines and Affidavits
\$50,000 and above**

These instructions shall be included with each bid solicitation.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

City of Greenville/Greenville Utilities Commission Minority and Women Business Enterprise Program

\$100,000 and Construction Guidelines for MWBE Participants

Policy Statement

It is the policy of the City of Greenville and Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City's and Utilities' contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

Goals and Good Faith Efforts

Bidders responding to this solicitation shall comply with the MWBE program by making Good Faith Efforts to achieve the following aspiration goals for participation.

	CITY	
	MBE	WBE
Construction This goal includes Construction Manager at Risk.	10%	6%

Bidders shall submit MWBE information with their bids on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as "WBE" for City's goals must be designated as a "women-owned business" by the HUB Office. Firms qualifying as "MBE" for the City's goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). Those firms who are certified as both a "WBE" and "MBE" may only satisfy the "MBE" requirement. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.** A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>. An internal database of firms who have expressed interest to do business with the City and GUC is available at www.greenvillenc.gov. However, the HUB status of these firms must be verified by the HUB database. The City shall accept NCDOT certified firms on federally funded projects only. **Please note: A contractor may utilize any firm desired. However, for participation purposes, all MWBE vendors who wish to do business as a minority or female must be certified by NC HUB.**

The Bidder shall make good faith efforts to encourage participation of MWBEs prior to submission of bids in order to be considered as a responsive bidder. Bidders are cautioned that even though their submittal indicates they will meet the MWBE goal, they should document their good faith efforts and be prepared to submit this information, if requested.

The MWBE's listed by the Contractor on the **Identification of Minority/Women Business Participation** which are determined by the City to be certified shall perform the work and supply the materials for which they are listed unless the Contractors receive prior authorization from the City to perform the work with other forces or to obtain materials from other sources. If a contractor is proposing to perform all elements of the work with his own forces, he must be prepared to document evidence satisfactory to the owner of similar government contracts where he has self-performed.

The Contractor shall enter into and supply copies of fully executed subcontracts with each MWBE or supply signed Letter(s) of Intent to the Project Manager after award of contract and prior to Notice to Proceed. Any amendments to subcontracts shall be submitted to the Project Manager prior to execution.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

Instructions

The Bidder shall provide with the bid the following documentation:

- Identification of Minority/Women Business Participation
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)
- Affidavit A (if subcontracting)

OR

- Identification of Minority/Women Business Participation
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)
- Affidavit B (if self-performing; must attest that bidder does not customarily subcontract work on this type of project—includes supplies and materials)

Within 72 hours or 3 business days after notification of being the apparent low bidder who is subcontracting anything must provide the following information:

- Affidavit C (if aspirational goals are met or are exceeded)

OR

- Affidavit D (if aspirational goals are not met)

After award of contract and prior to issuance of notice to proceed:

- Letter(s) of Intent or Executed Contracts

****With each pay request, the prime contractors will submit the Proof of Payment Certification, listing payments made to MWBE subcontractors.**

*****If a change is needed in MWBE Participation, submit a Request to Change MWBE Participation Form. Good Faith Efforts to substitute with another MWBE contractor must be demonstrated.**

Minimum Compliance Requirements:

All written statements, affidavits, or intentions made by the Bidder shall become a part of the agreement between the Contractor and the City for performance of contracts. Failure to comply with any of these statements, affidavits or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the City that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City whether to terminate the contract for breach or not. In determining whether a contractor has made Good Faith Efforts, the CITY will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

Identification of Minority/Women Business Participation

I, _____,
(Name of Bidder)

do hereby certify that on this project, we will use the following minority/women business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	*MWBE Category

*MWBE categories: Black, African American (**B**), Hispanic, Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

If you will not be utilizing MWBE contractors, please certify by entering zero "0"

The total value of MBE business contracting will be (\$)_____.

The total value of WBE business contracting will be (\$)_____.

City of Greenville AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

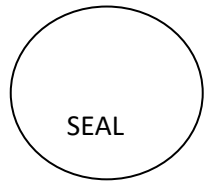
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority/Women Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority/women business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

City of Greenville --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

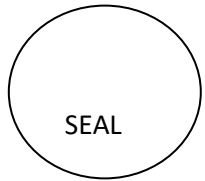
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

City of Greenville - **AFFIDAVIT C** - Portion of the Work to be Performed by MWBE Firms

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by MWBE businesses as defined in GS143-128.2(g) and the COG/CITY MWBE Plan sec. III is equal to or greater than 16% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the _____
 (Name of Bidder)

_____ (Project Name)
 Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises and a minimum of _____% of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	*MWBE Category	Work description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

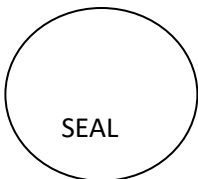
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

City of Greenville **AFFIDAVIT D – Good Faith Efforts**

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 16% participation by minority/women business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify
(Name of Bidder)

that on the _____
(Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises and a minimum of _____% of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*MWBE Category	Work description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

Examples of documentation required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- PART 1 - E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

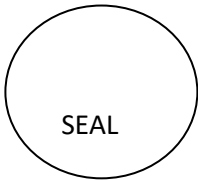
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

LETTER OF INTENT MWBE Subcontractor Performance

Please submit this form or executed subcontracts with MWBE firms after award of contract and prior to issuance of notice to proceed.

PROJECT: _____
(Project Name)

TO: _____
(Name of Prime Bidder/Architect)

The undersigned intends to perform work in connection with the above project as a:

____ Minority Business Enterprise _____ Women Business Enterprise

The MWBE status of the undersigned is certified the NC Office of Historically Underutilized Businesses (required). ___ Yes ___ No

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project at the following dollar amount:

Work/Materials/Service Provided	Dollar Amount of Contract	Projected Start Date	Projected End Date

(Date)

(Address)

(Name & Phone No. of MWBE Firm)

(Name & Title of Authorized Representative of MWBE)

(Signature of Authorized Representative of MWBE)

REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if notified as apparent lowest bidder, continuing through project completion)

Project: _____

Bidder or Prime Contractor: _____

Name & Title of Authorized Representative: _____

Address: _____ **Phone #:** _____

_____ **Email Address:** _____

Total Contract Amount (including approved change orders or amendments): \$ _____

Name of subcontractor: _____

Good or service provided: _____

Proposed Action:

Replace subcontractor

Perform work with own forces

For the above actions, you must provide one of the following reasons (Please check applicable reason):

The listed MBE/WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.

The listed MBE/WBE is bankrupt or insolvent.

The listed MBE/WBE fails or refuses to perform his/her subcontract or furnish the listed materials.

The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subcontractor is substantially delaying or disrupting the progress of the work.

If replacing subcontractor:

Name of replacement subcontractor: _____

The MWBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required). ___ Yes ___ No

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Other Proposed Action:

___ Increase total dollar amount of work

___ Add additional subcontractor

___ Decrease total dollar amount of work

___ Other

Please describe reason for requested action: _____

If adding additional subcontractor:*

The MWBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required). ___ Yes ___ No

**Please attach Letter of Intent or executed contract document*

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Interoffice Use Only:

Approval __Y__N

Date _____

Signature _____

Pay Application No. _____

Purchase Order No. _____

Proof of Payment Certification

MWBE Contractors, Suppliers, Service Providers

Project Name: _____

Prime Contractor: _____

Current Contract Amount (including change orders): \$_____

Requested Payment Amount for this Period: \$_____

Is this the final payment? Yes No

Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount (including changes)	Total Amount Remaining

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

Date: _____

Certified By: _____

Name

Title

Signature

**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
GK BUTTERFIELD TRANSPORTATION CENTER
FAÇADE ENHANCEMENTS
REQUEST FOR BIDS**

Stain/Seal/Paint all currently sealed surfaces per schedule below

1. **All Glulam vertical beams** - Prepare surfaces according to product manufacturer's specifications to allow product to be received properly by Glulam beams. Strip old finish off of all sides of Glulam beams with SuperDeck Stain and Sealer Remover. Ensure consistent and uniform appearance of bare wood with SuperDeck Revive Deck and Siding Brightener. Columns are to be thoroughly cleaned once stripped and then revived with water. Sand beams via hand sanding or orbital sander to achieve a consistent texture to allow product to be received properly. Apply one (1) coat of Duckback SC-7420 premium translucent, stain plus sealer, in natural color with a satin finish. Then sand with a fine grit sandpaper and apply a second coat (2) of Duckback SC-7420 premium translucent, stain plus sealer, in natural color with a satin finish.
2. **Beams on porch on second floor** - Prepare surfaces according to product manufacturer's specifications to allow product to be received properly by Glulam beams. Strip old finish off of all sides of Glulam beams with SuperDeck Stain and Sealer Remover. Ensure consistent and uniform appearance of bare wood with SuperDeck Revive Deck and Siding Brightener. Columns are to be thoroughly cleaned once stripped and then revived with water. Sand beams via hand sanding or orbital sander to achieve a consistent texture to allow product to be received properly. Apply one (1) coat of Duckback SC-7420 premium translucent, stain plus sealer, in natural color with a satin finish. Then sand with a fine grit sandpaper and apply a second coat (2) of Duckback SC-7420 premium translucent, stain plus sealer, in natural color with a satin finish.
3. **Cross-laminated timber (CLT) panels on underside of roof decking, second floor porch and bus bay canopies** - Prepare surfaces according to product manufacturer's specifications to allow product to be received properly by CLT panels. Lightly pressure wash all CLT panels to remove stains, dirt and debris. Apply one (1) coat of Duckback SC-7420 premium translucent, stain plus sealer, in natural color with a satin finish.
4. Ensure all cracks and voids in Glulam beams and CLT panels are filled with WVCO E-400 Epoxy-Thick, and are prepared to receive stain/sealer according to manufacturer's specifications.
5. **Steel plates and hardware for Glulam beams** – Prepare surfaces to be painted to paint manufacturer's specifications. Loose or flaky paint shall be sanded to a smooth finish followed by priming of those areas in preparation for paint. Prime with Sherwin Williams B50NZ006 Kem Kromik Universal Metal Primer. Paint all steel plates and hardware with two (2) coats of Sherwin Williams B54W00151 ProIndustrial Urethane Alkyd Enamel in Tricorn Black (SW6258).

DUCKBACK®**Premium Translucent Wood Finish 275 VOC****7400 Series****General Description**

DUCKBACK® PREMIUM TRANSLUCENT WOOD FINISH is the perfect choice for protecting exterior wood siding, log and timber framed homes, doors and trim, fencing, rails and other vertical wood surfaces. The formula may be applied to unfinished pine, cedar, redwood, fir and most softwoods. This is a superior quality, high solids exterior wood finish that is specially formulated using durable and flexible alkyd resins to provide excellent water repellency, the highest quality transparent iron oxide pigments to reflect harmful UV rays, and is formulated to inhibit the growth of mildew on the coating's surface.

Recommended Substrates

All exterior vertical wood such as siding, fences, logs, trim and doors (not for use on decking).

Tinting & Base Color Information

Ready to use. Do not tint.

SC 7410-NATURAL GLOSS
 SC 7415-CEDAR GLOSS
 SC 7420-NATURAL SATIN
 SC 7425-CEDAR SATIN
 SC 7429-MISSION BROWN SATIN

Features / Benefits

Maximum Grain Clarity
 Flexible and Breathable Film
 Will not yellow, crack or peel
 Protects wood from UV and water damage

Product Application**SURFACE PREPARATION:**

All surfaces must be clean, dry, and free from dirt, mildew stains, dust and other foreign matter. Remove surface stains, dirt and failed oxidized stains

Product Application (cont.)

with Superdeck® Wood Cleaner. Remove solid stains or paints with Superdeck® Wood Stripper. For redwood and cedar, follow cleaning or stripping with Superdeck® Wood Brightener to remove tannin stains and brighten wood to its original color. For new wood remove mill glaze with Superdeck® Wood Brightener. **WARNING!** Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

PRODUCT PREPARATION:

Product should be shaken or stirred before and during application. When using more than one container of product, intermix all product and stir well to ensure color consistency.

THINNING:

Do not thin.

APPLICATION METHODS:

Product may be brushed, rolled or sprayed. If sprayed, use the lowest possible pressure needed for a reasonable spray pattern. Back rolling is suggested when spraying, working the product smoothly and evenly into the wood. This will decrease the possibility of pools or puddles on the surface and ensure a properly penetrated finish.

APPLICATION:

Proper application is essential in order to accomplish the full benefits of product appearance and performance. Different wood species, textures and natural color will affect finished shade. Always test a small area first before coating entire job. Saturate



Product Application (cont.)

surface leaving a wet sheen. Back brush product using smooth even strokes during all application methods. Maintain a wet edge and overlap strokes when applying. Apply product to the entire board lengths to prevent lap marks. Thoroughly coat the porous ends of all boards with several coats.

NUMBER OF COATS:

Two coats are recommended for maximum protection and full coverage. Allow 24 hours dry time between coats.

APPLICATION TEMPERATURE:

40°F.–95°F. Do not apply if wood surface is hot to touch or if rain is likely to occur.

DRY TIME @ 77°F:

8–12 hours to touch, 24 hours to recoat depending on weather conditions.

SPREAD RATE:

Approximate spread rate:

Smooth Surfaces: 400–500 sq. ft./gal.

Rough Sawn: 250–350 sq. ft./gal.

CLEAN UP:

Clean brushes and equipment with mineral spirits or paint thinner following product manufacturer's directions. Dispose of empty container or unused portion in accordance with local, state, and federal regulations.

Physical Properties

SC-7410 Natural Gloss & SC-7415 Cedar Gloss

RESIN TYPE:	Long Oil Soya Alkyd
TYPE PIGMENT:	Transparent Iron Oxides
DENSITY:	8.37 Lbs. / Gallon
SPECIFIC GRAVITY:	1.00
VISCOSITY (@ 77°F):	30 Seconds #2 Zahn Cup
SOLIDS (% BY WT.):	57.00 %
VOLATILE (% BY WT.):	43.00 %
SOLVENT:	Mineral Spirits
COATING V.O.C.:	<275 Grams per Liter
MATERIAL V.O.C.:	<275 Grams per Liter
GLOSS LEVEL:	High Gloss (90 Gloss @ 85° Angle)
FLASH POINT:	111°F.

Page 2 of 4
PDG SC 7400 – 275 VOC
Updated 5/7/14

Physical Properties (cont.)

SC-7420 Natural Satin, SC-7425 Cedar Satin & SC-7429 Mission Brown Satin

RESIN TYPE:	Long Oil Soya Alkyd
TYPE PIGMENT:	Transparent Iron Oxides
DENSITY:	8.96 Lbs. / Gallon
SPECIFIC GRAVITY:	1.07
VISCOSITY (@ 77°F):	16–18 Seconds #3 Zahn Cup
SOLIDS (% BY WT.):	48.00 %
VOLATILE (% BY WT.):	52.00 %
SOLVENT:	Mineral Spirits
COATING V.O.C.:	<275 Grams per Liter
MATERIAL V.O.C.:	<275 Grams per Liter
SHEEN LEVEL:	Satin (25-30 Sheen @ 60° Angle)
FLASH POINT:	111°F.

OTHER:

SC 7410 Premium Translucent Wood Finish Natural Gloss

<u>CAS Number</u>	<u>Ingredient</u>
Proprietary	Alkyd Polymer
64742-88-7	Mineral Spirits
98-56-6	p-Chlorobenzotrifluoride
Proprietary	Soya Alkyd Polymer
8001-22-7	Soybean Oil
1330-20-7	Xylene
100-41-4	Ethylbenzene
136-52-7	Cobalt 2-Ethylhexanoate
NON-PHOTOCHEMICALLY REACTIVE	
VOC: 275 g/L – 2.30 lb/gal as per 40 CFR 59.406	

SC 7415 Premium Translucent Wood Finish Cedar Gloss

<u>CAS Number</u>	<u>Ingredient</u>
Proprietary	Alkyd Polymer
64742-88-7	Mineral Spirits
98-56-6	p-Chlorobenzotrifluoride
Proprietary	Soya Alkyd Polymer
8001-22-7	Soybean Oil
1330-20-7	Xylene
100-41-4	Ethylbenzene
136-52-7	Cobalt 2-Ethylhexanoate
NON-PHOTOCHEMICALLY REACTIVE	
VOC: 274 g/L – 2.29 lb/gal as per 40 CFR 59.406	

Duckback Products
(800) 825-5382
www.superdeck.com



Physical Properties (cont.)

**SC 7420 Premium Translucent Wood Finish
Natural Satin**

<u>CAS Number</u>	<u>Ingredient</u>
98-56-6	p-Chlorobenzotrifluoride
Proprietary	Alkyd Polymer
64742-88-7	Mineral Spirits
Proprietary	Soya Alkyd Polymer
8001-22-7	Soybean Oil
1330-20-7	Xylene
95-63-6	1,2,4-Trimethylbenzene
100-41-4	Ethylbenzene
136-52-7	Cobalt 2-Ethylhexanoate

PHOTOCHEMICALLY REACTIVE
VOC: 275 g/L – 2.29 lb/gal as per 40 CFR 59.406

**SC 7425 Premium Translucent Wood Finish
Cedar Satin**

<u>CAS Number</u>	<u>Ingredient</u>
98-56-6	p-Chlorobenzotrifluoride
Proprietary	Alkyd Polymer
64742-88-7	Mineral Spirits
Proprietary	Soya Alkyd Polymer
8001-22-7	Soybean Oil
1330-20-7	Xylene
95-63-6	1,2,4-Trimethylbenzene
100-41-4	Ethylbenzene
136-52-7	Cobalt 2-Ethylhexanoate

PHOTOCHEMICALLY REACTIVE
VOC: 275 g/L – 2.29 lb/gal as per 40 CFR 59.406

**SC 7429 Premium Translucent Wood Finish
Mission Brown Satin**

<u>CAS Number</u>	<u>Ingredient</u>
98-56-6	p-Chlorobenzotrifluoride
Proprietary	Alkyd Polymer
64742-88-7	Mineral Spirits
Proprietary	Soya Alkyd Polymer
8001-22-7	Soybean Oil
1330-20-7	Xylene
95-63-6	1,2,4-Trimethylbenzene
100-41-4	Ethylbenzene
136-52-7	Cobalt 2-Ethylhexanoate

PHOTOCHEMICALLY REACTIVE
VOC: 275 g/L – 2.29 lb/gal as per 40 CFR 59.406

Cautions

DANGER! HARMFUL OR FATAL IF SWALLOWED. COMBUSTIBLE! VAPOR HARMFUL. IRRITATES EYES, SKIN AND RESPIRATORY TRACT.

Before using, carefully read **CAUTIONS** on back panel.

CAUTIONS: Contains **ALIPHATIC HYDROCARBONS** and **AROMATIC HYDROCARBONS**. Contents are **COMBUSTIBLE**. Keep away from heat and open flame. **VAPOR HARMFUL**. Use only with adequate ventilation. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water for 15 minutes and get medical attention. For skin contact, wash thoroughly with soap and water. In case of respiratory difficulty, provide fresh air and call physician. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE.** Contains solvents which can cause permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling the contents can be harmful or fatal. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN. DANGER:** Rags, steel wool, other waste soaked with this product, and sanding residue may spontaneously catch fire if improperly discarded. Immediately place rags, steel wool, other waste soaked with this product, and sanding residue in a sealed, water-filled, metal container. Dispose of in accordance with local fire regulations.

06/10 (574)



Conformance

OTC Approved:	Yes
SCAQMD Approved:	Yes
LADCO Approved:	Yes
CARB Approved:	Yes
Biodegradable:	No
ASTM Standard:	N/A
Master Painters Institute (MPI):	N/A

Packaging

1-Quart Container - 31 fl oz ($\frac{31}{32}$ U.S. Qt) 0.91 L
 1-Gallon Container - 124 fl oz ($3\frac{7}{8}$ U.S. Qt) 3.66 L
 5-Gallon Container - 620 fl oz ($4\frac{27}{32}$ U.S. Gal) 18.3 L

Limited Warranty

If this product, when applied according to label instructions to a properly prepared surface, fails to perform in accordance with applicable product literature, manufacturer shall, upon presentation of proof of purchase to manufacturer or its authorized representative, either replace an equivalent quantity of product free of charge or refund the original purchase price. This warranty shall not apply to any defect or damage resulting from improper surface preparation, structural defects, or failure of a previous product. This is your sole remedy under this warranty. To obtain performance under this warranty, contact manufacturer at (800) 825-5382 or superdeck.com. You may be asked to contact the retailer from whom you purchased this product for further warranty instructions. THIS WARRANTY EXCLUDES (1) LABOR OR COSTS ASSOCIATED WITH LABOR FOR THE APPLICATION OR REMOVAL OF ANY PRODUCT, AND (2) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights, which vary from state to state.



**Technical
Data Sheet**



W V C O

Willamette Valley Company

www.wilvaco.com

800.333.9826

Partnering through service,
innovation, and integrity

WESTERN DIVISION
680 McKinley Street
Eugene OR 97402
Tel. 800.333.9826

EASTERN DIVISION
6662 Marbut Road
Lithonia GA 30058
Tel. 888.878.9826

MIDWEST DIVISION
1549 Hwy 2
Two Harbors MN 55616
Tel. 218 834 3822

SOUTHERN DIVISION
100 Dixie Mae Drive
Pineville LA 71381
Tel. 800 444 9826

E-400 Epoxy - Thick

Two-component epoxy used to fill wood defects

DESCRIPTION

E-400 is a two-component polyamine hardened epoxy used for the repair of defects in wood. Used in the wood products industry; it can be applied by hand or meter on an assembly line operation. This product has been formulated with an extended open time so that the epoxy can be worked before setting up: 15-20 minutes, depending on temperature and quantity. Once cured E-400 Epoxy can be easily sanded, cut, drilled and stained. E-400 Epoxy is also free from the irritating odors of polyester and mercaptan.

WHERE TO USE

- Dimensional Lumber
- Laminated Beams
- Fir and Cedar Siding
- Unrouted and Routed Defects in Plywood
- Molding, Furniture
- Boats

FEATURES AND BENEFITS

- Easy Mixing
- Cured E-400 can be Sanded, Drilled, Cut and Stained
- Can be Applied in Hot or Cold Temperatures
- Outstanding Adhesion
- Great Moisture Resistance
- Crack and Shrink Resistant

PACKAGING

- 1-gallon pails
- 5-gallon pails
- 20-gallon fiber drums

SHELF LIFE

12 months when properly stored.

STORAGE

Store this product in a clean, dry, shaded or covered environment above 45°F (25°C). **DO NOT FREEZE.**

TECHNICAL INFORMATION

TYPICAL PROPERTIES

Solids	100%	
Density - lbs./gallon (Kg/L)	Part A	8 (0.96)
	Part B	8 (0.96)
Consistency	Creamy Paste	
Pot Life - at 77°F (25° C) in 100 mls or 1/2 cup (varies with quantity and temperature)	15 minutes	
Color (other colors available upon request)	Fir, Cedar knot, Green wood	
Hardness - Shore "D" (on fully cured material)	50	

APPLICATION

The E-400 Epoxy can be applied by hand or by the metering system engineered by Willamette Valley Company.

By Hand: The most common method of mixing uses a pallet, a piece of plywood, 18" X 18", covered with a piece of polyethylene slightly larger than the panel. The correct proportions are one to one by volume. The user can be assured of correct proportions by using 2 identical cups to measure the volume to be mixed. Place equal amounts of Part "A" and Part "B" on the pallet. To mix, we recommend a 2.5" to 3," flexible putty knife. Mix by stirring and pressing the mixture. It is important that some downward pressure be exerted as it causes a more complete mix. To ensure complete mixing, scrape the epoxy off the pallet and gather into one pile in the center of the pallet, then continue mixing with side to side motions and downward pressure.

DO NOT USE additional hardener with the mix for the purpose of speeding up the cure time. Extra hardener has the opposite effect. It just slows down the cure time and softens the patch. Best results are achieved by mixing one to one by volume.

By Meter: Please contact your Willamette Valley Company Representative for information on using a metering system.

CURE TIME

Remember that E-400 is exothermic when curing, so the larger the mass the faster it will cure. Thus a large amount of epoxy in one pile on the pallet will cure in a short time (generally 20-30 minutes) while epoxy spread to a thin film on a panel will take an hour to cure. The person applying the epoxy should not mix more than can be used in about 20 minutes. In room or air temperature above 80°F the epoxy will cure in about 10 minutes. Cure time in small splits is approximately 8 hours, but an overnight cure is recommended before cutting, sanding, drilling or staining. On hot wood, the cure time is significantly reduced.

ADDITIONAL FEATURES AND BENEFITS

The E-400 Epoxy can be used to repair numerous types of wood products such as:

- ✓ Upgrading dimensional lumber and plywood
- ✓ Filling Defects in Laminated Beams
- ✓ Correcting imperfections in fir and cedar siding
- ✓ Repairing unrouted plywood defects up to 1.5"
- ✓ Repairing routed plywood defects up to 2.25"
- ✓ Fixing Defects in Molding and Furniture
- ✓ Repairing Damage to or Use in Construction of Wooden Boats

Part "A" and Part "B" of E-400 Epoxy have similar viscosities and therefore accommodate easy mixing. In addition E-400 has been formulated with specific thixotropic agents which allow it to be easily mixed and applied at hot or cold temperatures.

E-400 Epoxy was the first epoxy on the US market to pass the Vinyl Discoloration Test, a product requirement set forth the APA – the Engineered Wood Association.

Under rigorous tests conducted at mills and in the laboratory, E-400 Epoxy performs as well as a matching wood repair. The formula ingredients of this quality product assure outstanding adhesion and resistance to cracking and shrinking.

NOTES

As it is true with most epoxies, prolonged exposure to direct sunlight will cause the cured epoxy to yellow and degrade over time. Avoid applications of E-400 Epoxy in areas where direct exposure to sunlight is expected.

HEALTH AND SAFETY

Before handling, you should become familiar with the Material Safety Data Sheet (MSDS) regarding the risks and safe use of this product. To obtain an MSDS please call 800-333-9826 or send an email to: msds@wilvaco.com.

CLEAN-UP

Use soap and water before the material solidifies.

CONTACT INFORMATION

Please see the side bar on the front page for the Division nearest to your location.

WILLAMETTE VALLEY COMPANY
www.wilvaco.com
info@wilvaco.com

OTHER DIVISIONS

PERFORMANCE COATINGS
 1075 Arrowsmith Street
 PO Box 2280
 Eugene, OR 97402
 Tel 541.484.9821
www.PDLYQUIK.com
www.wvcorailroad.com

PRECISION TECHNOLOGIES DIVISION
 875 McKinley Street
 Eugene, OR 97402
 Tel 541.484.2368
www.pra-tec.com

SUBSIDIARIES

CANADIAN WILLAMETTE
 19081- 27th Avenue
 Surrey BC V3S 5T1
 Tel. 800.863.4298

ECLECTIC PRODUCTS INC.
 Corporate Office
 1075 Arrowsmith Street
 Eugene, OR 97402
 Tel 541.484.4667
www.eclecticproducts.com

IDAHO MILL & GRAIN
 445 North 430 West Hwy
 Po Box 188
 Malad City, Idaho 83252
 Tel 208.766.2206

TAPEL WILLAMETTE LTD. S.A.
 Av. Estero La Posada 3625 Parque
 Industrial Coronel Coronel, Chile
 Tel 011.56.41.2.928.100
www.tapel.cl



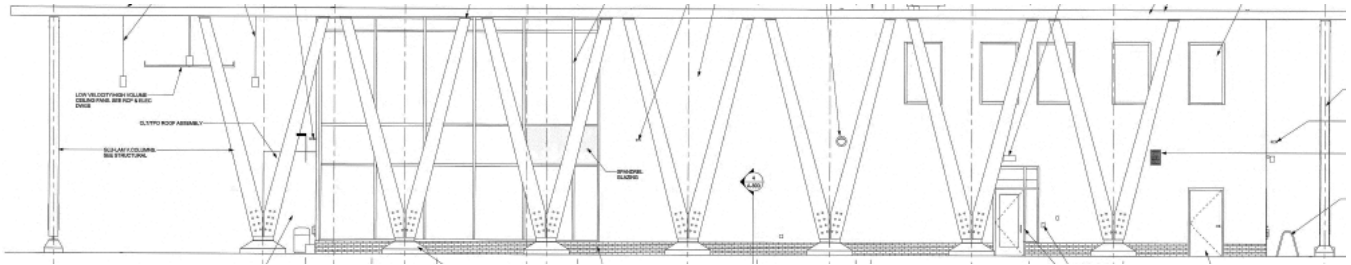
Revision Date: May 2012

DISCLAIMER OF WARRANTY

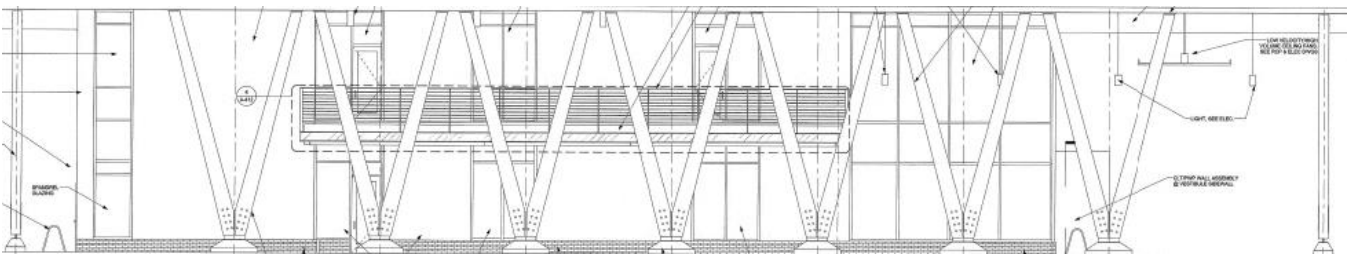
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GK Butterfield Transportation Center

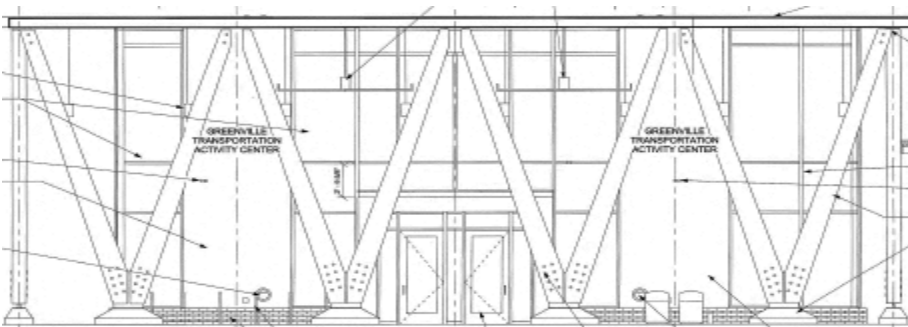
North Elevation:



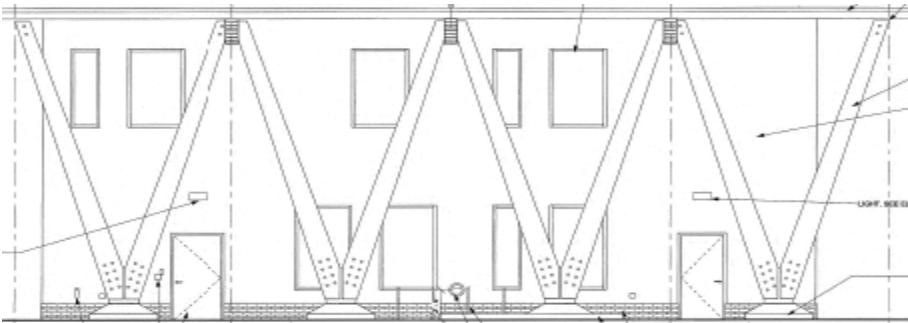
South Elevation:



East Elevation:



West Elevation:



Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions, Appendices A & E.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened

with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
 - The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).