



**Town of Lake Lure, North Carolina**

**Issued: October 26, 2021**

**\*\*\* RE-ISSUED \*\*\***

**REQUEST FOR QUALIFICATIONS (RFQ)**

**DESIGN-BUILD SERVICES**

**Subaqueous Sanitary Sewer Replacement**

**Statements of Qualifications Due**

**November 5, 2021, 2:00 PM**

# Subaqueous Sanitary Sewer Replacement

(\*\*\* RE-ISSUED \*\*\*) DESIGN-BUILD SERVICES RFQ

## INFORMATION AND INSTRUCTIONS TO RESPONDENTS

### **General Information**

The Town of Lake Lure intends to procure a Design-Builder to provide design and construction services for the Phase 1 Subaqueous Sanitary Sewer Replacement Project, which is described more fully in the ER/EID document prepared for submittal to NCDEQ Division of Water Infrastructure (DWI) as a prerequisite to approval for pending SRF Funding, which can be found at <https://www.townoflakelure.com/community/page/notice-public-hearing-subaqueous-sanitary-sewer-replacement-engineering>

Statements of Qualifications (SOQs) must be received (hardcopy w/ accompanying digital copy) by the Town at the Municipal Office not later than 2:00 PM on November 5, 2021, the address of which is 2948 Memorial Highway / Lake Lure NC 28746. Digital submissions alone will be rejected. The Town will not be responsible for late or failed SOQ deliveries, which will not be accepted. SOQs will not be publicly read, but a list of respondents will be available for public viewing by 10:00 AM on the following business day.

No pre-submittal conference will be held. Proposers must register their intent to submit by contacting the Town Clerk (Olivia Stewman) at 828-625-9983 x104 or [OStewman@TownOfLakeLure.com](mailto:OStewman@TownOfLakeLure.com) and providing prospective proposer's name, phone number, and email address. Questions from potential proposers may be directed to Mr. Shannon Baldwin, Town Manager, via email at [TownMgr@TownOfLakeLure.com](mailto:TownMgr@TownOfLakeLure.com) until close of business on November 2, 2021. Every reasonable attempt will be made to answer questions received in writing via an Addendum issued on November 3, 2021. Addenda will be issued to registered prospective proposers via email. Proposers are encouraged to contact the Town to confirm the issuance of Addenda – the Town will not be responsible for any proposer's failure to receive emailed Addenda. No oral interpretations or answers shall be binding upon the Town or any proposer.

The Town reserves the right to reject any or all SOQs, to waive any informality or irregularity in any SOQ, and to cancel the RFQ at any point prior to the issuance of a Design-Build contract. The Town shall be the sole judge of the merits of each SOQ. Proposers are cautioned against communicating with any other Town official or staff regarding this RFQ during the solicitation period, as such communication may be deemed cause for respondent disqualification.

### **Project Description**

The Project is to be located around the perimeter of the lake, starting at the dam on the east end of the lake and extending westward along the north and south shorelines for a total of approximately 30,000 linear feet of the ultimate total 100,000 linear feet, following the design concept referred to as the

'Gravity-Lift Stations (GLS) Option for the Subaqueous Sanitary Sewer (SASS) Replacement'. A map of the proposed Project is attached as Exhibit 1.

The Town has obtained survey of the Project alignment via a combination of surface and hydrographic methods. A secure link to download the survey file (AutoCAD Civil3D) will be provided to registered potential proposers upon written request.

The Town has also obtained lakeside photographs of the majority of the Phase 1 shoreline, while the lake was drawn down to its (current) lowest possible level of approximately twelve (12) feet below normal pool. Those photographs can be viewed at

<https://lakelureinteractive.z13.web.core.windows.net/>

As the Town is now anticipating receiving total Project funding in an amount of approximately \$20.5 million, Phase 1 is anticipated to encompass a larger portion of the ultimate system than is described as Phase 1 in the ER/EID. The Town is anticipating the Project to be constructed during the lake drawdown seasons of 2022-23, 2023-24 and if required, also 2024-25. Drawdown seasons are generally mid-November to mid-April. The Design-Builder will be responsible for design, obtaining all necessary permitting approvals, and constructing the Project within the allotted timeframe. Future funding obtained during the course of completion of the currently-defined Phase 1 may be applied to increase the portion of the ultimate system constructed by the selected Design-Builder via change order(s).

### **Selection Process**

The Design-Builder will be selected based on qualifications through a single-step procurement (this RFQ), according to the requirements of Chapter 143, Article 3D of North Carolina General Statutes. The Town will be the sole judge of SOQs and will select the proposer who, in the Town's sole opinion, is in the best interests of the Town. The following selection and scoring criteria will be used, and respondents will be ranked by the Town's reviewing committee as follows:

- Experience in Design-Build project deliveries with municipal government entities 10%
- Experience with design and construction of sanitary sewers and pump stations 10%
- Experience with installation of buried high-density polyethylene (HDPE) pipes 10%
- Past and current client references 15%
- Demonstrated understanding of the complexities of the proposed Project 20%
- Proposed structure of the Design-Build team, including the extent of the Prime Contractor's control over construction activities through self-performance 10%
- Past and recent safety record 10%\*
- Bonding capacity, and availability of staff/crews to meet the expected schedule 10%\*
- History of claims and/or litigation, particularly between the Design-Builder and clients/owners 5%\*

*\*note: failure to meet minimum requirements, a safety record significantly worse than average, or an excessive history of disputes may be considered cause for disqualification of the subject proposer, regardless of performance across other scoring factors*

### **Contract Requirements**

The Town anticipates entering into an EJCDC standard form (2016) Design-Build Contract with the Design-Builder within 30 days of selection. Respondents should indicate in their submission's Cover Letter any objections to the standard terms of that document.

NCDEQ DWI funding is conditional upon Contractor compliance with certain requirements, including but not limited to American Iron and Steel (AIS), use of minimum Davis-Bacon Prevailing Wage Rates, and solicitation of MBE/WBE (DBE) firms for work not self-performed. Documents relating to these requirements are attached to this solicitation for reference only – they will be required by DWI at a later date.

The detailed scope of the Design-Builder's Work will be negotiated following selection. The Town will require an 'open book' financial arrangement based on a Guaranteed Maximum Price (GMP) to be developed within 60 days of Contract execution.

The Town and the Design-Builder will function as a cohesive and collaborative Team during the course of the Project. The 'open book' intent will apply to Project-related meetings, whereby the Town's assigned staff or representatives will be permitted to participate in design, permitting and/or construction meetings as desired and requested.

### **SOQ Organization**

SOQs should be concise and succinct, containing no more than twenty-five (25) single-sided 8-1/2 x 11 pages, with minimum 11-point font (no more than 50 text lines per page). Front and/or back cover(s), table of contents/index, tabs/dividers, and Additional Information items (No. 7 below) will not count towards the number of pages. SOQs should be organized according to the following. Distribution of pages within the total limit is up to the proposer.

1. Cover Letter signed by an individual authorized to execute contracts on behalf of the proposer, and including the following:
  - a. Acknowledgement of receipt of any Addenda issued
  - b. Certification that each licensed design professional team member firm including subconsultants was selected based on demonstrated competence and qualifications, and not on price, per NC G.S. 143-64.31
2. General Information
  - a. Description of proposer's team, with organization chart
    - i. Identify key personnel for both design and construction (including, but not limited to those identified in No. 4.a below)
    - ii. Indicate who will be the Town's primary point(s) of contact
    - iii. Indicate what Work will be self-performed, and what will be subcontracted
    - iv. Indicate known key subcontractors (who will perform >10% of the Work)
      1. Outline the strategy to be used for open contractor and subcontractor selection based upon the provisions of Article 8 of the General Statutes of North Carolina
  - b. Applicable licensing for engineering and construction

3. Relevant Experience
  - a. List and describe Design-Build projects delivered to municipal government entities
  - b. List and describe experience designing and constructing sanitary sewers and wastewater pump stations
  - c. List and describe experience installing buried HDPE pipes
  - d. For each listed project, include
    - i. Dates of performance of the work
    - ii. Initial and final contract price
    - iii. Current Owner contact information, including title, phone and email
4. Key Team Member Experience and Qualifications
  - a. Provide resumes for at least the following:
    - i. Town Primary Point of Contact
    - ii. Construction Project Manager
    - iii. Construction Superintendent
    - iv. Pre-construction Manager
    - v. Design Leader
  - b. Indicate at least the following in each resume:
    - i. Number of years of design or construction experience
    - ii. Specific experience related to the individual's proposed role
5. Project Understanding and Approach
  - a. Describe understanding of the Project
  - b. Identify and discuss any potential problems anticipated during design and construction, and how these will be mitigated/resolved
  - c. Describe procurement approach(es) to ensure progress during construction windows and overall schedule compliance
6. Project Management Approach
  - a. Describe how the Design-Build approach will be applied to the Project, specifically addressing:
    - i. Town interaction and collaboration
    - ii. Design and Construction member interaction and collaboration
    - iii. Construction risk mitigation
    - iv. Anticipated approach to use of project contingency(ies), and recommended contingency value(s)
  - b. Identify practices to be used relating to Quality Control and Safety Management
7. Additional Information
  - a. EMR rating, and safety record for at least the past 4 years
  - b. Provide evidence of ability to provide and maintain the following:
    - i. Performance Bond of at least \$50M in value
    - ii. General Liability Insurance at \$5M per occurrence and \$10M aggregate
    - iii. Umbrella Liability Insurance at \$5M per occurrence
    - iv. Workman's Compensation at \$1M Each Accident, \$1M Disease-Each Employee, \$1M Disease-Policy Limit
    - v. Professional Liability at \$2M per occurrence

- c. Succinctly identify anticipated construction workload, accounting for existing contracts and any pending for which selection / bidding has already taken place. Use this information to indicate availability of staff/crews to complete the Project on the Town's desired schedule.
- d. List and describe any claims, arbitration, or litigation filed by or against proposer which is still active or has been resolved within the past three (3) years, or any termination-for-cause events within the past ten (10) years.

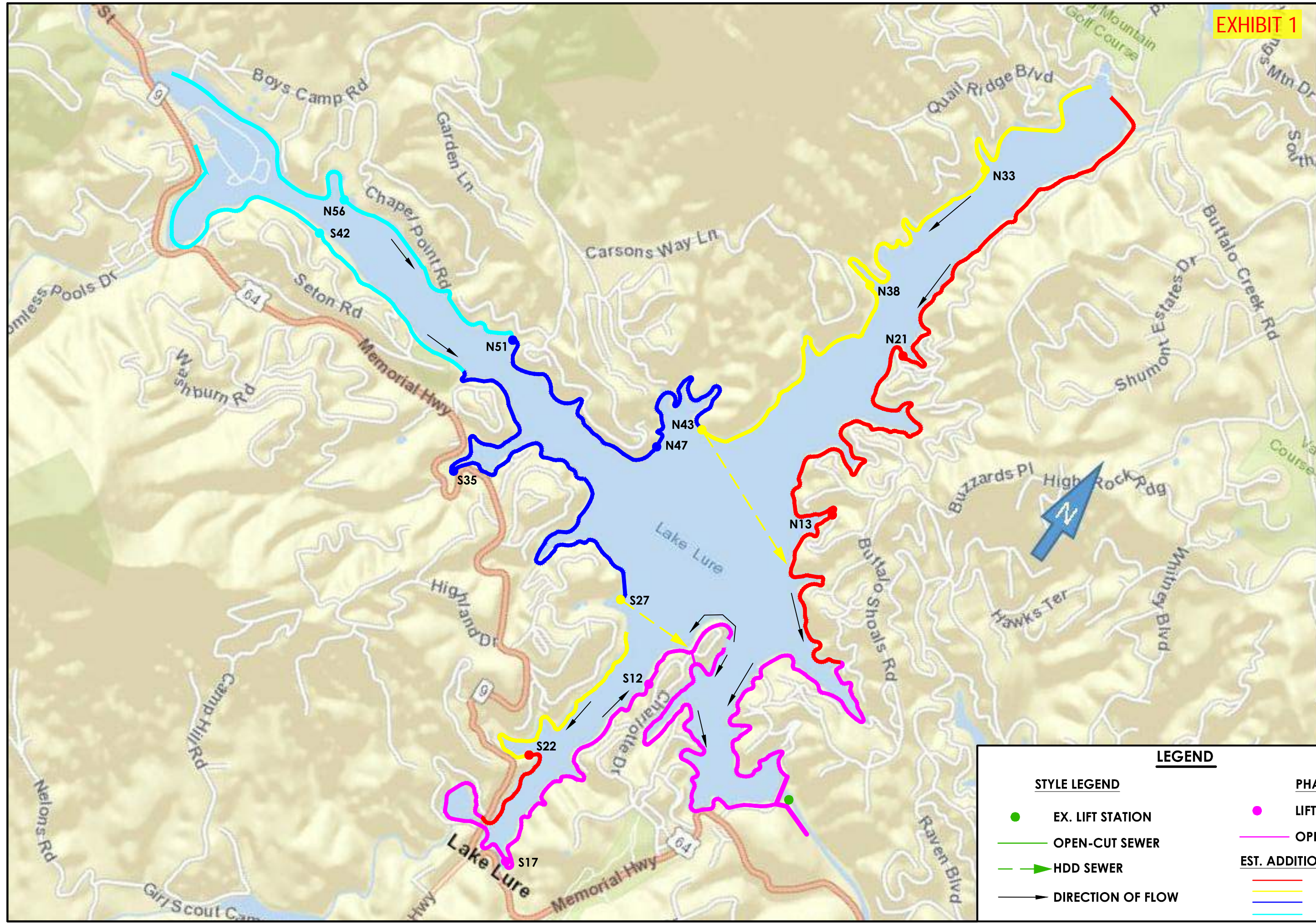
### **Submittal**

Submit five (5) hardcopies the SOQ, each containing a flash drive with a digital replica (PDF, viewable with the latest version of Adobe Reader) of the hardcopy submission. Each SOQ copy should be bound in a three-ring binder with the flash drive. Provide the copies in a single sealed envelope or box, labeled with the Proposer's name, return address and North Carolina Contractor's license number, addressed to the Town as follows:

Town of Lake Lure  
ATTN: Shannon Baldwin, Town Manager  
2948 Memorial Highway  
Lake Lure, NC 28746  
**SOQ: SASS Replacement DB**

### **Selection Schedule**

The Town will evaluate submissions and the reviewing committee will rank the three (3) most highly qualified proposers. The reviewing committee will then present the ranking to the Town Council at their November 9, 2021 regular meeting, with a recommendation to proceed to negotiations with the highest ranked proposer. The Town reserves the right to, but may or may not request interviews with any or all of the ranked proposers.



STYLE LEGEND		PHASE 1	
<span style="color: green;">●</span>	EX. LIFT STATION	<span style="color: magenta;">●</span>	LIFT STATION
<span style="color: green;">—</span>	OPEN-CUT SEWER	<span style="color: magenta;">—</span>	OPEN-CUT SEWER
<span style="color: green;">—▶</span>	HDD SEWER	<span style="color: red;">—</span>	EST. ADDITIONAL PHASES
<span style="color: black;">▶</span>	DIRECTION OF FLOW	<span style="color: yellow;">—</span>	
		<span style="color: blue;">—</span>	
		<span style="color: cyan;">—</span>	

# NC Division of Water Infrastructure MBE/WBE (DBE) Compliance Supplement Instructions

(This package combines the various aspects of State of NC HUB program requirements and Federal DBE requirements into a single compliance supplement in order to eliminate redundancy and ambiguity)

Item	What to do with it
Good Faith Efforts Form	Provided by all bidders to be responsive Only low bidder's form is submitted to the State
Table A (Summary of firms on job)	Provided by all bidders to be responsive Only low bidder's form is submitted to the State
Table B (per item being subbed)	Provided by low bidder if SRF project or SRP/SEL* that obtains less than 10% M/WBE utilization (see page 2)
Provide documentation of anything you did that is mentioned later in this supplement	- Proof of trade paper advertisement - Printouts of DBE sources used - Solicitation emails and/or letters
<b>Additional Forms for SRF Projects (these forms are currently not applicable)</b>	
<del>6100-3 (per M/WBE firm)</del>	<del>Provided by low bidder if SRF project</del>
<del>6100-2</del>	<del>Distributed to M/WBE firms if SRF project</del>
<del>Subs submit concerns on 6100-2 forms to:</del>	<del><b>Michael Pigram</b> <b>Region 4, Atlanta Federal Center</b> <b>61 Forsyth Street</b> <b>Atlanta, GA 30303-8960</b></del>

## NOTES on this Compliance Supplement

### Verifiable Goals

- **EPA MBE/WBE participation goals:** MBE 10.9%  
WBE 10.4%

These are goals that the State reports against and are not quotas. The good faith efforts must be adhered to and all forms provided regardless of what percentage utilization is achieved.

- **State of NC MBE/WBE participation goal:** 10% (combined)

Table B is not required for SRP and SEL projects if you achieve 10% utilization.

### DBE (MBE or WBE) Certification

In order for a firm to count towards the goals, a firm must be properly certified. Table A and Table B both provide spaces to note who certified the firm. The North Carolina Department of Administration and North Carolina Department of Transportation are the most common certifications we see listed. Division of Water Infrastructure staff verify all certifications listed.



**For SRF projects, please note the EPA’s six Good Faith Efforts found in 40 CFR 33**

Filling out the Good Faith Efforts Form and providing Table B (if subcontracting is achieved) constitutes compliance with EPA’s six good faith efforts.

- (1) Ensure MBE/WBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and local Government recipients, this will include placing MBE/WBEs on solicitation lists and soliciting them whenever they are potential sources.
- (2) Make information of forthcoming opportunities available to MBE/WBEs and arrange time for contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (3) Consider in the contracting process whether firms competing for large contracts could subcontract with MBE/WBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities in order to increase opportunities for participation by MBE/WBEs in the competitive process.
- (4) Encourage contracting with a consortium of MBE/WBEs when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance of the SBA and the MBDA.
- (6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in subparagraphs (1)-(5) of this section.

**Pertinent State of North Carolina Administrative Code Regarding M/WBE Compliance. The provisions in this Compliance Supplement constitute compliance with the Rules below.**

Owner Requirements	01 NCAC 30I .0306
Contractor Requirements	01 NCAC 30I .0308

**Resources**

---

***Some sources for identifying MBE/WBE (DBE) firms***

- <https://www.ips.state.nc.us/vendor/SearchVendor.aspx> (NCDOA)
- <https://www.ebs.nc.gov/VendorDirectory/default.html> (NCDOT)
- [http://dsbs.sba.gov/dsbs/search/dsp\\_dsbs.cfm](http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm) (US SBA)

***Some sources for finding minority trade papers for potential solicitation advertisements and Federal advertising options***

- <http://web.sba.gov/subnet/> (US SBA Subnet advertising website)
- <https://www.mbda.gov/> (US Dept. of Commerce)
- <https://ncadmin.nc.gov/businesses/hub> (NC HUB Office)

## Good Faith Efforts Form

---

*Attempts to provide subcontracting opportunities for MBE/WBE firms.*

Per 01 NCAC 30I .0101, 50 points must be claimed below by the bidder.

*(This is identical to State of NC Affidavit A)*

- 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.

Results of Good Faith Efforts Undertaken (you must check one box below)

- No subcontractors are being used for this contracted work. Fill out Table A listing only the Prime Contractor. (This statement takes the place of State of NC Affidavit B)
- Subcontractors are being used. Fill out Table A and B for each trade. **Each Table B lists 3.**
- Subcontractors are being used. If any Table B has fewer than 3 solicitations you must also advertise in an M/WBE trade paper and indicate what source of M/WBE firms you used (*must list at least one*). Some possible papers and sources of M/WBE firms are listed in the Instructions of this Supplement.

Name of the Trade Paper: \_\_\_\_\_

Submit proof of advertisement with package

M/WBE Sources: Source: \_\_\_\_\_ Source: \_\_\_\_\_

Submit printouts from M/WBE source(s)

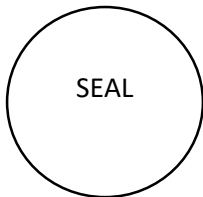
**Certification Statement and Affidavit of Contractor.**

The below affidavit constitutes compliance with 01NCAC 30I .0308(7)(a) and (b) and takes the place of State of North Carolina Affidavits C and D.

I have read the information in this compliance supplement and all information provided to the State in this package is accurate and true to the extent of my knowledge including the calculated percentages and the good faith efforts presented herein.

\_\_\_\_\_  
Prime Contractor Company Name (Print)

\_\_\_\_\_  
Prime Contractor Representative (Sign & Date)



State of \_\_\_\_\_, County of \_\_\_\_\_

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

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

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

**Certification of Project Owner/Funding Applicant**

\_\_\_\_\_  
Funding Applicant (City, Town etc)

\_\_\_\_\_  
Applicant Authorized Representative (Sign & Date)

\_\_\_\_\_  
Division of Water Infrastructure Project Number

### Table A: Prime Contractor and list of selected subcontractors

List Prime and ALL of the selected subcontractors (both DBE's and non-DBE's) being used on the project. Each Trade listed on this sheet should have a completed Table B: Subcontract Solicitation List showing the DBE firms contacted and given opportunities to bid.

Company Name (list prime first then subs)	Company Address and Phone	Trade (Above) and Price (Below)	MBE or WBE and certifying agency <u>if applicable</u>	(State use only) Listed in EPLS as Debarred?
		\$		
		\$		
		\$		
		\$		

Calculate M/WBE utilization as a percent (00.00%) of the prime contract. Limited to 100% even if the Prime is a DBE.

<b>MBE and WBE subs total</b>	\$	_____ %
<b>Prime Contract Price</b>	\$	

Note: Table A substitutes for both the State of NC "Identification of Minority Participation" form and EPA Form 6100-4.

## Table B: Subcontract Solicitation List

Table B is required if:

- 1) Project is Federally funded (**SRF**) OR;
- 2) Project is a State Reserve Project or State Emergency Loan (**SRP or SEL**) and Utilization % on Table A is less than 10%
- 3)

**Trade: \_\_\_\_\_ (enter the trade being solicited, paving, hauling etc.)**

**List the firm being used on the project first. If three MBE or WBE firms are not listed, additional information must be provided showing advertisements and/or sources used to identify MBE/WBE subs.**

**Use as many of these sheets as are necessary to cover every trade being subbed out.**

Company Name	Company Address and Phone	MBE or WBE and certifying agency if applicable.	How was this firm contacted (email, letter, phone) and what was the result of the solicitation?*

\*Must submit copies of emails or letters. If phone calls were made this sheet can serve as documentation of calls.

## MBE/WBE (DBE) – Change or Add a Subcontractor Form

According to EPA guidance on 40 CFR 33.302

*If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six good faith efforts described in §33.301 if soliciting a replacement subcontractor.*

Please provide the information below **if the subcontracted work in question was included in previously submitted good faith efforts documentation:**

Prime Contractor:

Subcontracted work:

Previous Subcontractor:

Reason this firm did not complete the work:

New subcontractor and DBE status:  MBE  WBE  N/A

If this is a new trade being subcontracted, or was not documented in the original Project Bid Information submittal to the State then good faith efforts to solicit a DBE firm must be documented. As the original DBE instructions indicate, please provide a Table B from those original instructions, showing all the DBE firms contacted to perform this work. If three (3) firms are not listed on Table B, then additionally you must submit proof of an advertisement in a minority trade paper and evidence that there were not three reasonably available firms in the work area. The EPA provides in 33.301(a) that good faith efforts are to be carried out "...to the fullest extent practicable...". If solicitations were not carried out due to being impracticable, please attach this explanation to this form.

**Please follow the steps below for new subcontracted work:**

Indicate the new trade being subcontracted:

Indicate the firm being used and DBE status:  MBE  WBE  N/A

Attach Table B

(For State Use) Is this sub debarred?  Yes  No

\_\_\_\_\_  
Project Owner/Applicant:

\_\_\_\_\_  
Project Number:

\_\_\_\_\_  
Signature of Prime Contractor's Representative

RULES IMPLEMENTING MEDIATED  
SETTLEMENT CONFERENCES IN  
NORTH CAROLINA PUBLIC CONSTRUCTION PROJECTS

Adopted  
February 26, 2002

Table of Rules

**Rule**

1. Initiating Mediated Settlement Conferences
  - A. Purpose of Mandatory Settlement Conferences.
  - B. Initiating the Dispute Resolution Process.
2. Selection of Mediator
  - A. Selection of Certified Mediator by Agreement of the Parties.
  - B. Nomination and Court Approval of a Non-Certified Mediator.
  - C. Appointment of Mediator by the SCO.
  - D. Mediator Information Directory.
  - E. Disqualification of Mediator.
3. The Mediated Settlement Conference
  - A. Where Conference is to be Held.
  - B. When Conference is to be Held.
  - C. Request to Extend Deadline for Completion.
  - D. Recesses.
  - E. The Mediated Settlement Conference shall not be cause for the Delay of the Construction Project which is the focus of the Dispute.
4. Duties of Parties and Other Participants in Formal Dispute Resolution Process
  - A. Attendance.
  - B. Finalizing Agreement.
  - C. The Mediation Fee shall be paid in accordance with G.S. 143-128(g).
  - D. Failure to Compensate Mediator.
5. Authority and Duties of Mediators
  - A. Authority of Mediator.
  - B. Duties of Mediator.
6. Compensation of the Mediator
  - A. By Agreement.
  - B. By Appointment.
7. Mediator Certification
8. Rule Making
9. Definitions
10. Time Limits

## **RULE 1. INITIATING MEDIATED SETTLEMENT CONFERENCES**

- A. Purpose of Mandatory Settlement Conferences.** Pursuant to G.S. 143-128(g) 143-135.26(11), these Rules are promulgated to implement a system of settlement events which are designated to focus the parties' attention on settlement rather than on claim preparation and to provide a structured opportunity for settlement negotiations to take place. Nothing herein is intended to limit or prevent the parties from engaging in settlement procedures voluntarily at any time prior to or during commencement of the dispute resolution process.
- B. Initiating the Dispute Resolution Process**
- 1) Any party to a public construction contract governed by Article 8. Ch. 143 of the General Statutes and identified in G.S. 143-128(g) and who is a party to a dispute arising out of the construction process in which the amount in controversy is at least \$15,000 may submit a written request to the public owner for mediation of the dispute.
  - 2) Prior to submission of a written request for mediation to the public owner, the parties requesting mediation,
    - a) If a prime contractor, must have first submitted its claim to the Project Designer for review as set forth in Exhibit A. If the dispute is not resolved through the Project Designer's instructions, then the dispute becomes ripe for mediation in the Formal Dispute Resolution Process, and the party may submit his written request for mediation to the public owner.
    - b) If the party requesting mediation is a subcontractor, it must first have submitted its claim for mediation to the prime contractor with whom it has a contract. If the dispute is not resolved through the Prime Contractor's involvement, then the dispute becomes ripe for mediation in the Formal Dispute Resolution Process, and the party may submit its written request for mediation to the public owner.
    - c) If the party requesting mediation is the Project Designer, then it must first submit its claim to the public owner to resolve. If the dispute is not resolved with the public owner's involvement, then the Project Designers' dispute is ripe for mediation in the Formal Dispute Resolution Process, and the Project Designer may submit its written request to the public owner for mediation.

## **RULE 2. SELECTION OF MEDIATOR**

- A. Selection of Certified Mediator by Agreement of the Parties.** The parties may select a mediator certified pursuant to the Rules by agreement within 21 days of requesting mediation. The requesting party shall file with the State Construction Office (hereinafter collectively referred to as the "SCO") or public owner if a non-State project a Notice of Selection of Mediator by Agreement within 10 days of the request; however, any party may file the notice. Such notice shall state the name, address and telephone number of the mediator selected; state the rate of compensation of the mediator; state that the mediator and opposing counsel have agreed upon the selection and rate of compensation; and state that the mediator is certified pursuant to these Rules.



- B. Nomination and Public Owner Approval of a Non-Certified Mediator.** The parties may select a mediator who does not meet the certification requirements of these rules but who, in the opinion of the parties and the SCO or public owner, is otherwise qualified by training or experience to mediate the action.

If the parties select a non-certified mediator, the requesting party shall file with the SCO a Nomination of Non-Certified Mediator within 10 days of the request. Such nomination shall state the name, address and telephone number of the mediator; state the training, experience or other qualifications of the mediator; state the rate of compensation of the mediator; and state that the mediator and opposing counsel have agreed upon the selection and rate of compensation.

The SCO or public owner shall rule on said nomination, shall approve or disapprove of the parties' nomination and shall notify the parties of its decision.

- C. Appointment of Mediator by the SCO.** If the parties cannot agree upon the selection of a mediator, the party or party's attorney shall so notify the SCO or public owner and request, on behalf of the parties, that the SCO or public owner appoint a mediator. The request for appointment must be filed within 10 days after request to mediate and shall state that the parties have had a full and frank discussion concerning the selection of a mediator and have been unable to agree. The request shall state whether any party prefers a certified attorney mediator, and if so, the SCO or public owner shall appoint a certified attorney mediator. If no preference is expressed, the SCO or public owner may appoint a certified attorney mediator or a certified non-attorney mediator.
- D. Mediator Information Directory.** To assist the parties in the selection of a mediator by agreement, the parties are free to utilize the list of certified mediators maintained in any county participating in the Superior Court Mediation Settlement Conference Program.
- E. Disqualification of Mediator.** Any party may request replacement of the mediator by the SCO or public owner for good cause. Nothing in this provision shall preclude mediators from disqualifying themselves.

### **RULE 3. THE MEDIATED SETTLEMENT CONFERENCE**

- A. Where Conference is to be Held.** Unless all parties and the mediator otherwise agree, the mediated settlement conference shall be held in the county where the project is located. The mediator shall be responsible for reserving a place and making arrangements for the conference and for giving timely notice of the time and location of the conference to all attorneys, unrepresented parties and other persons and entities required to attend.
- B. When Conference is to be Held.** The deadline for completion of the mediation shall be not less than 30 days nor more than 60 days after the naming of the mediator.
- C. Request to Extend Deadline for Completion.** A party, or the mediator, may request the SCO or public owner to extend the deadline for completion of the conference. Such request shall state the reasons the extension is sought and

shall be served by the moving party upon the other parties and the mediator. If any party does not consent to the request, said party shall promptly communicate its objection to the SCO or public owner.

The SCO or public owner may grant the request by setting a new deadline for completion of the conference.

D. **Recesses.** The mediator may recess the conference at any time and may set times for reconvening. If the time for reconvening is set before the conference is recessed, no further notification is required for persons present at the conference.

E. **The mediated settlement conference shall not be cause for the delay of the construction project which is the focus of the dispute.**

#### **RULE 4. DUTIES OF PARTIES AND OTHER PARTICIPANTS IN FORMAL DISPUTE RESOLUTION PROCESS**

A. **Attendance.**

- 1) All parties to the dispute originally presented to the Designer or Prime Contractor for initial resolution must attend the mediation. Failure of a party to a construction contract to attend the mediation will result in the public owner's withholding of monthly payment to that party until such party attends the mediation.
- 2) Attendance shall constitute physical attendance, not by telephone or other electronic means. Any attendee on behalf of a party must have authority from that party to bind it to any agreement reached as a result of the mediation.
- 3) Attorneys on behalf of parties may attend the mediation but are not required to do so.
- 4) Sureties or insurance company representatives are not required to attend the mediation unless any monies paid or to be paid as a result of any agreement reached as a result of mediation require their presence or acquiescence. If such agreement or presence is required, then authorized representatives of the surety or insurance company must attend the mediation.

B. **Finalizing Agreement.** If an agreement is reached in the conference, parties to the agreement shall reduce its terms to writing and sign it along with their counsel.

C. **The mediation fee shall be paid in accordance with G.S. 143-128(g).**

D. **Failure to compensate mediator.** Any party's failure to compensate the mediators in accordance with G.S. 143-128(g) shall subject that party to a withholding of said amount of money from the party's monthly payment by the public owner.

Should the public owner fail to compensate the mediator, it shall hereby be subject to a civil cause of action from the mediator for the 1/3 portion of the mediator's total fee as required by G.S. 143-128(g).

#### **RULE 5. AUTHORITY AND DUTIES OF MEDIATORS**

**A. Authority of Mediator.**

- 1) *Control of Conference.* The mediator shall at all times be in control of the conference and the procedures to be followed.
- 2) *Private Consultation.* The mediator may communicate privately with any participant or counsel prior to and during the conference. The fact that private communications have occurred with a participant shall be disclosed to all other participants at the beginning of the conference.
- 3) *Scheduling the Conference.* The mediator shall make a good faith effort to schedule the conference at a time that is convenient with the participants, attorneys and mediator. In the absence of agreement, the mediator shall select the date for the conference.

**B. Duties of Mediator.**

- 1) The mediator shall define and describe the following at the beginning of the conference:
  - a) The process of mediation;
  - b) The difference between mediation and other forms of conflict resolution;
  - c) The costs of the mediated settlement conference;
  - d) That the mediated settlement conference is not a trial, the mediator is not a judge, and the parties retain their legal rights if they do not reach settlement;
  - e) The circumstances under which the mediator may meet and communicate privately with any of the parties or with any other person;
  - f) Whether and under what conditions communications with the mediator will be held in confidence during the conference;
  - g) The inadmissibility of conduct and statements as provided by G.S. 7A-38.1(1);
  - h) The duties and responsibilities of the mediator and the participants; and
  - i) That any agreement reached will be reached by mutual consent.
- 2) *Disclosure.* The mediator has a duty to be impartial and to advise all participants of any circumstance bearing on possible bias, prejudice or partiality.
- 3) *Declaring Impasse.* It is the duty of the mediator timely to determine that an impasse exists and that the conference should end.
- 4) *Reporting Results of Conference.* The mediator shall report to the SCO or public owner within 10 days of the conference whether or not an agreement was reached by the parties. If an agreement was reached, the report shall state the nature of said agreement. The mediator's report shall inform the SCO or public owner of the absence of any party known to the mediator to have been absent from the mediated settlement conference without permission. The SCO or public owner may require the mediator to provide statistical data for evaluation of the mediated settlement conference program.
- 5) *Scheduling and Holding the Conference.* It is the duty of the mediator to schedule the conference and conduct it prior to the deadline of completion set by the rules. Deadlines for completion of the conference shall be strictly observed by the mediator unless said time limit is changed by a written order of the SCO or public owner.

**RULE 6. COMPENSATION OF THE MEDIATOR**

- A. **By Agreement.** When the mediator is stipulated by the parties, compensation shall be as agreed upon between the parties and the mediator provided that the provision of G.S. 143-128(g) are observed.
- B. **By Appointment.** When the mediator is appointed by the SCO or public owner, the parties shall compensate the mediator for mediation services at the rate in accordance with the rate charged for Superior Court mediation. The parties shall also pay to the mediator a one-time per case administrative rate in accordance with the rate charged for Superior Court mediation, which is due upon appointment.

## **RULE 7. MEDIATOR CERTIFICATION.**

All mediators certified in the Formal Dispute Resolution Program shall be properly certified in accordance with the rules certifying mediators in Superior Court in North Carolina. \* When selecting mediators, the parties may designate a preference for mediators with a background in construction law or public construction contracting. Such requirements, while preferred, are not mandatory under these rules.

All mediators chosen must either demonstrate they are certified in accordance with the Rules Implementing Scheduled Mediated Settlement Conference in Superior Court or must gain the consent of the SCO or public owner to mediate any dispute in accordance with these rules.

\* Except when otherwise allowed by the SCO or public owner upon the request of the parties to the mediation.

## **RULE 8. RULE MAKING**

These Rules are subject to amendment by rule making by the State Building Commission.

These Rules are mandated for State projects when the contracting state entity has not otherwise adopted its own dispute resolution provision. These rules are optional for all other projects subject to Article 8, Ch. 143 of the General Statutes.

## **RULE 9. DEFINITIONS**

When the phrase "SCO or public owner" is used in these rules, "SCO" shall apply to state projects, "public owner" shall apply to non-state public projects.

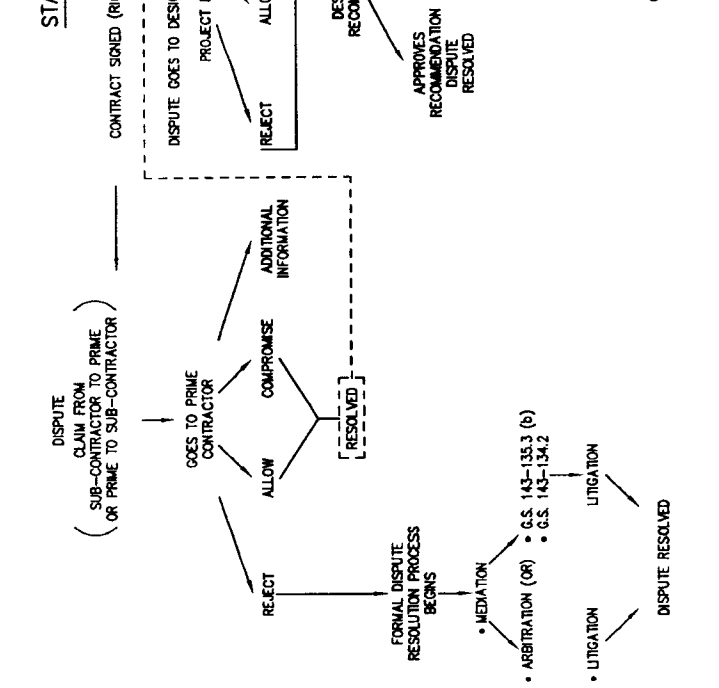
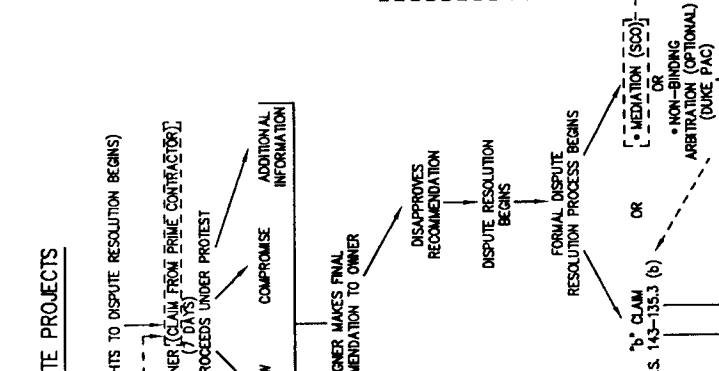
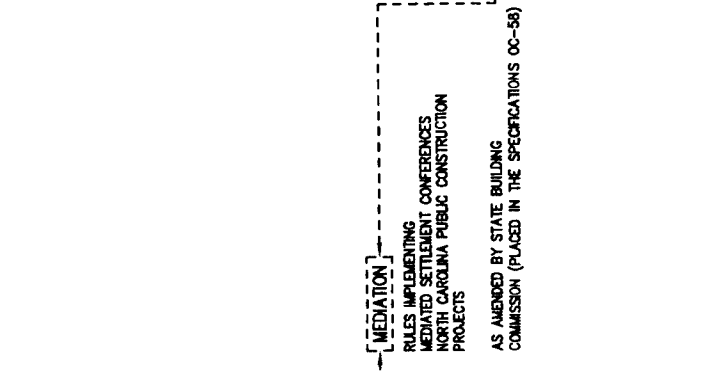
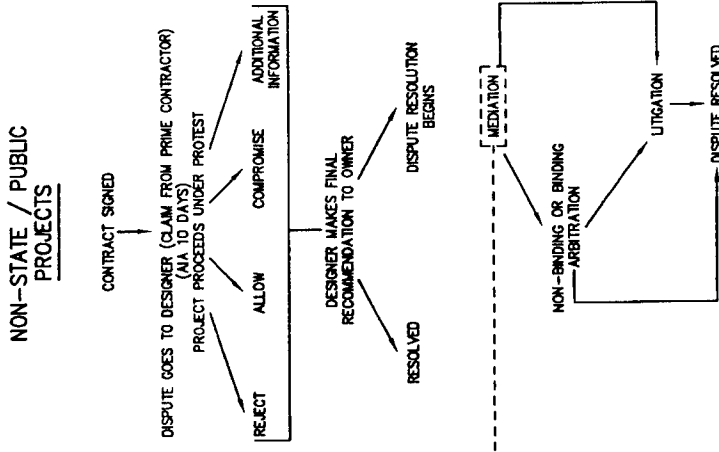
## **RULE 10. TIME LIMITS**

On state contracts, any time limit provided for by these Rules may be waived or extended by the SCO for good cause shown.

On non-state contracts, any time limit provided for by these Rules may be waived or extended by the mediator it appoints for good cause shown. If the mediator has not yet been appointed, the designer of record shall decide all waivers or extensions of time for good cause shown.

Exhibit A

# DISPUTE RESOLUTION



# Exhibit A

# DISPUTE RESOLUTION

## STATE PROJECTS

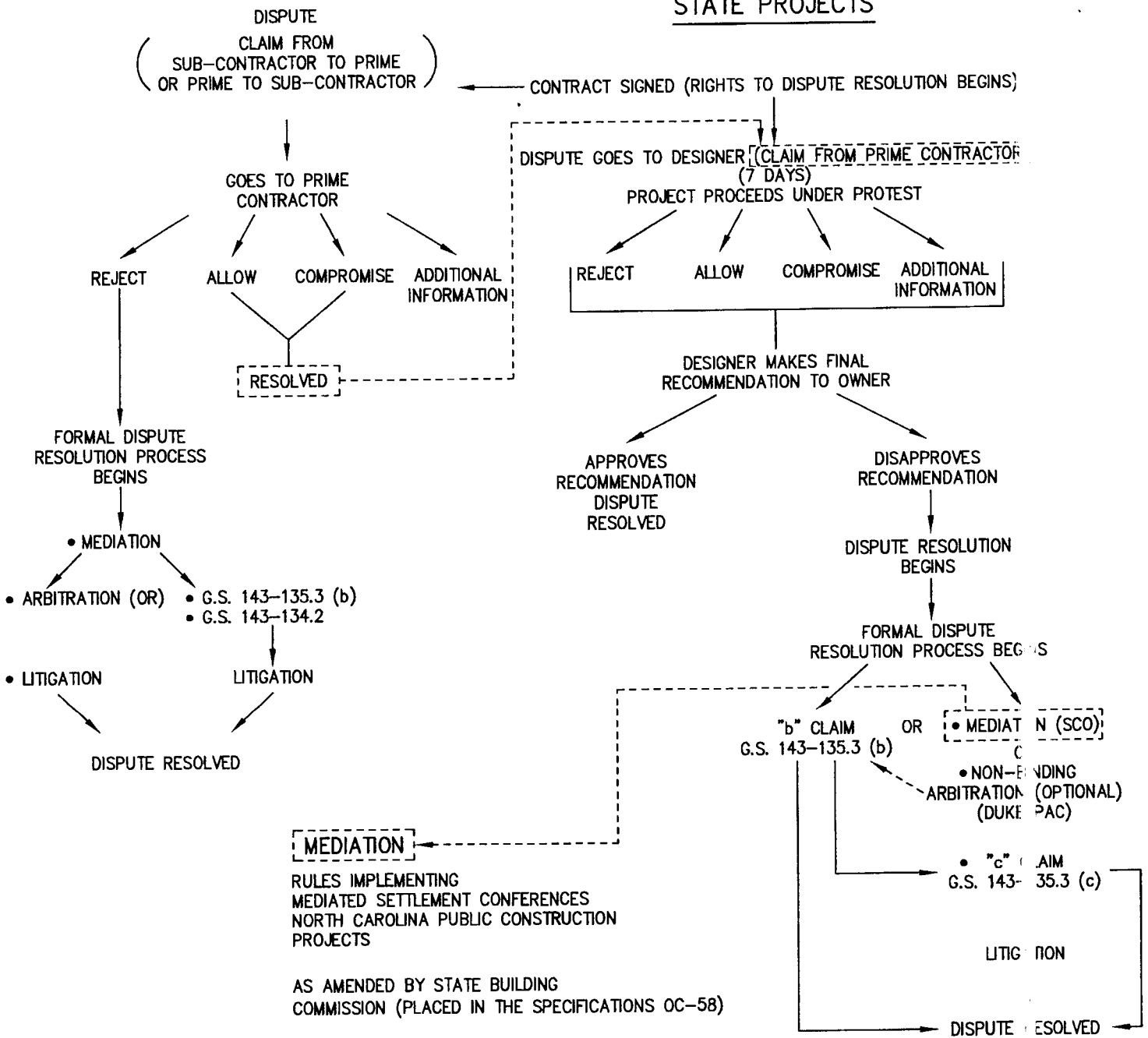
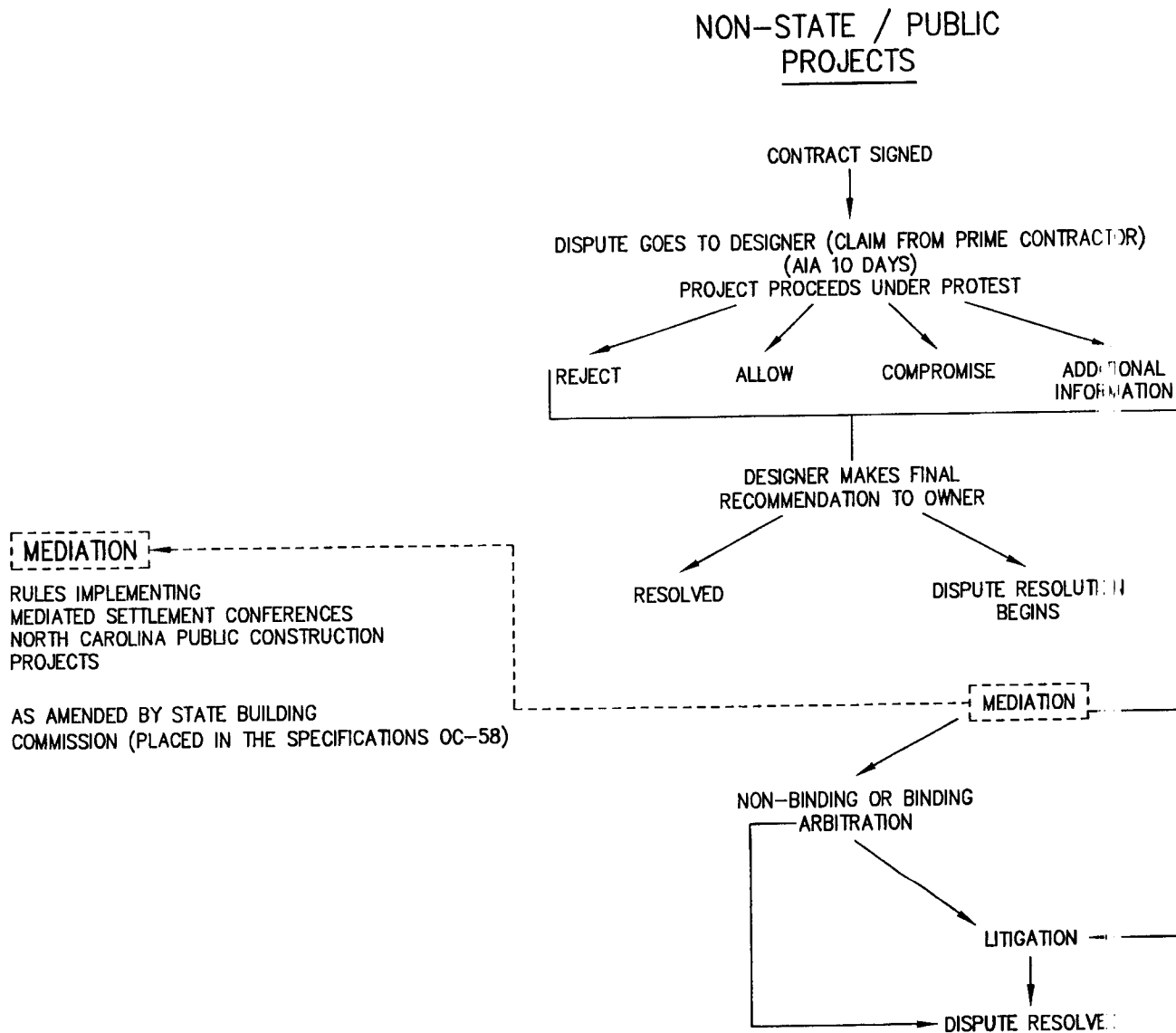


Exhibit A

# DISPUTE RESOLUTION



## Davis-Bacon Instructions for SRF Projects

To be included in the Contract Documents:

- The entire contents of 29 CFR 5.5
- The appropriate wage determination (usually Heavy). This determination must be the most current and have been in effect at least 10 days prior to bid opening. If a wage determination for the project location is not available, then the Statewide wage determination may be used. If it takes longer than 90 days to execute contracts and the wage determination changes, then the new wage rates must be incorporated into the contract. Wage Determinations can be found at:  
[https://beta.sam.gov/search?index=wd&is\\_active=true&date\\_filter\\_index=0&date\\_rad\\_selection=date&wdType=dba&page=1](https://beta.sam.gov/search?index=wd&is_active=true&date_filter_index=0&date_rad_selection=date&wdType=dba&page=1)

During Construction:

- Post the Davis-Bacon Poster  
<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fedprojc.pdf>
- Post the appropriate wage rates. These should be the ones included in the specifications and any new classifications approved by the Department of Labor.
- Weekly payrolls are to be maintained onsite for all subject contractors and subcontractors. Number them for each week of the construction period including weeks that do not have payroll. Form WH 347 is suggested. Do not submit these to the State SRF office, submit them to the municipality for review. Link to Form WH 347 -  
<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf>
- The municipality will conduct interviews with employees when there are irregularities concerning wages being paid. Use Standard Form 1445.
- For additional wage classification approvals, complete form SF 1444 found at this link:  
[https://www.nps.gov/dscw/upload/sf1444-classificationrateauthorizationrequest\\_7-14-06.pdf](https://www.nps.gov/dscw/upload/sf1444-classificationrateauthorizationrequest_7-14-06.pdf)  
Email this form to: [whd-cbaconformance\\_incoming@dol.gov](mailto:whd-cbaconformance_incoming@dol.gov)

The entire contents of this package is:

- 1) These Instructions
- 2) 29 CFR 5.5
- 3) Davis-Bacon Poster
- 4) Payroll form WH 347



## 29 CFR §5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(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 §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 paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(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; and

(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 contractor 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 contractor, 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 paragraphs (a)(1)(ii) (B) or (C) of this section, 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 contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The (write in name of 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the 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 the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, 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 contractor 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of 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 contractor shall maintain records which show

that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). 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 <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, 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 contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor 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 contractor 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) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the 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 (a)(3)(ii)(B) of this section.

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, 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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated 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 contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the 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 Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(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 which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate 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 contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(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 contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) 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 the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor 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 contractor (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 contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded 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 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(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 (b)(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 (b)(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 (b)(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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) 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 (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec. 2008

OMB No.: 1235-0008  
Expires: 01/31/2015

NAME OF CONTRACTOR  OR SUBCONTRACTOR  ADDRESS \_\_\_\_\_

PROJECT AND LOCATION \_\_\_\_\_ PROJECT OR CONTRACT NO. \_\_\_\_\_

PAYROLL NO. \_\_\_\_\_ FOR WEEK ENDING \_\_\_\_\_

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS OR WITHHOLDING	(3) WORK CLASSIFICATION	(4) DAY AND DATE				(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK
										FICA	WITH- HOLDING TAX	OTHER	
							0.00	\$0.00				\$0.00	\$0.00
							0.00	\$0.00				\$0.00	\$0.00
							0.00	\$0.00				\$0.00	\$0.00
							0.00	\$0.00				\$0.00	\$0.00
							0.00	\$0.00				\$0.00	\$0.00
							0.00	\$0.00				\$0.00	\$0.00
							0.00	\$0.00				\$0.00	\$0.00
							0.00	\$0.00				\$0.00	\$0.00
							0.00	\$0.00				\$0.00	\$0.00
							0.00	\$0.00				\$0.00	\$0.00
							0.00	\$0.00				\$0.00	\$0.00
							0.00	\$0.00				\$0.00	\$0.00

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**  
We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210



Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)  
do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on the \_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_ (Building or Work) \_\_\_\_\_; and ending the \_\_\_\_\_ day of \_\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_

(Contractor or Subcontractor) \_\_\_\_\_ from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:  
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

## LABOR STANDARDS INTERVIEW

CONTRACT NUMBER				EMPLOYEE INFORMATION				
NAME OF PRIME CONTRACTOR				LAST NAME		FIRST NAME		MI
				STREET ADDRESS				
NAME OF EMPLOYER				CITY		STATE	ZIP CODE	
				SUPERVISOR'S NAME		WORK CLASSIFICATION		WAGE RATE
LAST NAME		FIRST NAME		MI				

ACTION	CHECK BELOW	
	YES	NO
Do you work over 8 hours per day?		
Do you work over 40 hours per week?		
Are you paid at least time and a half for overtime hours?		
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?		
WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?		

HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?	TOOLS YOU USE	
DATE OF LAST WORK DAY BEFORE INTERVIEW (YYMMDD)		
DATE YOU BEGAN WORK ON THIS PROJECT (YYMMDD)		

THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE

EMPLOYEE'S SIGNATURE			DATE (YYMMDD)
INTERVIEWER	SIGNATURE	TYPED OR PRINTED NAME	DATE (YYMMDD)

### INTERVIEWER'S COMMENTS

WORK EMPLOYEE WAS DOING WHEN INTERVIEWED	ACTION <i>(If explanation is needed, use comments section)</i>	YES	NO
	IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?		
	ARE WAGE RATES AND POSTERS DISPLAYED?		

### FOR USE BY PAYROLL CHECKER

IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?

YES       NO

COMMENTS

CHECKER			
LAST NAME	FIRST NAME	MI	JOB TITLE
SIGNATURE			DATE (YYMMDD)

**REQUEST FOR AUTHORIZATION OF  
ADDITIONAL CLASSIFICATION AND RATE**

CHECK APPROPRIATE BOX  
 SERVICE CONTRACT  
 CONSTRUCTION CONTRACT

**OMB Number: 9000-0089**  
**Expiration Date: 9/30/2017**

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average .5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0089, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

**INSTRUCTIONS:** THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPPLICATE, TO THE CONTRACTING OFFICER.

<b>1. TO:</b> ADMINISTRATOR, WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, DC 20210	<b>2. FROM:</b> (REPORTING OFFICE)
---	------------------------------------

3. CONTRACTOR	4. DATE OF REQUEST
---------------	--------------------

5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (IF APPLICABLE) (SERVICE CONTRACT ONLY)
--------------------	-------------------------------------	------------------	-------------------------------	--

10. SUBCONTRACTOR (IF ANY)

11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)

12. LOCATION (CITY, COUNTY AND STATE)

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER: \_\_\_\_\_ DATED: \_\_\_\_\_

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (Service contracts only) <i>(Use reverse or attach additional sheets, if necessary)</i>	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)	15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE
--	--

16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. <input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE
---	-------	---

**TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SERVICE CONTRACT LABOR STANDARDS) OR FAR 22.406-3 (CONSTRUCTION WAGE RATE REQUIREMENTS))**

- THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.
- THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.  
*(Send 3 copies to the Department of Labor)*

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NUMBER	DATE SUBMITTED
--	---------------------------------------	----------------

## **American Iron and Steel (AIS)**

### **Guidance for Clean Water SRF Projects in North Carolina**

This State guidance summarizes the requirements under Subsection 436(a)(2) of the Consolidated Appropriations Act of 2014 that SRF recipients only use iron and steel products produced in the United States. The Environmental Protection Agency has provided full guidance on the requirements at the following website:

[http://water.epa.gov/grants\\_funding/aisrequirement.cfm](http://water.epa.gov/grants_funding/aisrequirement.cfm).

Recipients of subject SRF awards must submit the executed Certification for SRF Projects and any waiver requests, with their Bid Information Package. The recipient will not receive any funds if the State has not received these items.

Manufacturers can use the template “Compliance Certification” to document that materials are “produced in the United States”

### **Contents**

1. Certification for SRF Projects
2. Waiver Instructions
3. Materials covered by AIS
4. Template *Compliance Certification* for Materials Covered by AIS
5. Template *De Minimis* list

**American Iron and Steel (AIS)**

**Certification for SRF Projects**

Recipients of subject SRF awards must submit **this executed form and any waiver requests** with their Bid Information package to the State SRF program in order to receive funding.

The  (Applicant) \_\_\_\_\_ certifies that their contractors performing construction, alteration, maintenance and repair of the public treatment works under project number \_\_\_\_\_ will comply with subsection 436 (a)(2) of the Consolidated Appropriations Act of 2014 and only use iron and steel products produced in the United States.

Contractor	Owner
(print) _____	(print) _____
(sign and date) _____	(sign and date) _____

## **American Iron and Steel (AIS)**

### **Waiver Instructions**

Approved national waivers can be found at this website:

[http://water.epa.gov/grants\\_funding/aisrequirement.cfm](http://water.epa.gov/grants_funding/aisrequirement.cfm)

Please note, that a national waiver for “de minimis” iron and steel components has been approved. A table is included in this document for use in documenting what items are to be considered as covered under this waiver. Note that no single de minimis item can be more than 1% of the total material cost of the project and the total of all de minimis items must not exceed 5% of the **total material cost of the project**.

Waiver Requests are provided for in subsection 436(b) of the Act. It states they will be granted if the Administrator of the EPA finds that:

- (1) Applying subsection (a) would be inconsistent with the public interest;
- (2) Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Submit waiver requests to [mark.hubbard@ncdenr.gov](mailto:mark.hubbard@ncdenr.gov). The State will forward these to the EPA at [cwsrfwaiver@epa.gov](mailto:cwsrfwaiver@epa.gov) for a final determination. A checklist of items for a complete waiver application package can be found in the EPA guidance document for AIS found here:

[http://water.epa.gov/grants\\_funding/upload/AIS-final-guidance-3-20-14.pdf](http://water.epa.gov/grants_funding/upload/AIS-final-guidance-3-20-14.pdf)

## American Iron and Steel (AIS)

### Materials Covered by AIS

Lined and unlined pipes and fittings, manhole covers, municipal castings (detailed below), hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel (detailed below), reinforced precast concrete and construction materials (detailed below). Products must be composed of greater than 50% iron and steel measured by cost and permanently incorporated into the project to be subject to the provision.

<u>Municipal Castings</u>	<u>Structural Steel</u>	<u>Construction Material</u>
Access Hatches	Wide Flange shapes	Wire Rod
Ballast Screen	I-beams	Bar
Benches	Channels	Angles
Bollards	Angles	Concrete Reinforcing Bar
Cast Bases	Tees	Wire
Cast Iron Hinged Hatches	Zees	Wire Cloth
Cast Iron Riser Rings	H-piles	Wire Rope and Cables
Catch Basin Inlet	Sheet piling	Tubing
Cleanout/Monument Boxes	Tie Plates	Framing
Construction Covers and Frames	Cross Ties	Joists
Curb and Corner Guards		Trusses
Curb Openings	(note: at least one	Fasteners
Detectable Warning Plates	dimension must be 3	Welding Rods
Downspout Shoes	inches or greater to be	Decking
Drainage Grates, Frames and Inlets	subject)	Grating
Inlets		Railings
Junction Boxes		Stairs
Lampposts		Access Ramps
Manhole Covers, Rings, Frames and Risers		Fire Escapes
Meter Boxes		Ladders
Service Boxes		Wall Panels
Steel Hinged Hatches		Dome Structures
Steel Riser Rings		Roofing
Trash Receptacles		Ductwork
Tree Grates		Surface Drains
Tree Guards		Cable Hanging Systems
Trench Grates		Manhole Steps
Valve Boxes, Covers and Risers		Fencing and Fence Tubing
		Guardrails
		Doors
		Stationary Screens

Mechanical and electrical components, equipment and systems are not subject to AIS. See the EPA guidance for details.

# American Iron and Steel (AIS)

## Template Compliance Certification For Materials Covered By AIS

Company Name:

Company Address:

SRF Project name and project number:

I \_\_\_\_\_, certify that the following products were produced at the following location or steps in the production of the listed products, occurred at the following location:

Location:

<u>Product</u>	<u>Step in production (Final production, melting, bending, etc.)</u>
----------------	--

1)

2)

3)

Therefore, these materials are “produced in the United States”

\_\_\_\_\_  
(signature and title of company representative)

\_\_\_\_\_  
(date)



**American Iron and Steel (AIS)**

Template *De Minimis* List

<u>Item</u>	<u>Cost</u>

Total De Minimis Cost: \_\_\_\_\_

Total Material Cost For Project: \_\_\_\_\_

De Minimis Cost Is \_\_\_\_\_% of total material costs