Bid Addendum No. 04

This ADDENDUM forms part of the contract documents and modifies and takes precedence over the original bid documents, as noted in the attached documents. Original items of the plans and specifications not herein modified, amended, voided or suspended shall remain in effect. It is the responsibility of the Bidder to notify and/or distribute this ADDENDUM to those sub-bidders who have received prints. Acknowledge receipt of this ADDENDUM in the space provided on the Bid Form.

PREBID QUESTIONS:

PREBID 001
Question: What bid form is to be used for this project?
Response: Use the Form of Proposal included in the specifications.

PREBID 002
Question: Will a Trane HVAC system that is comparable to the Carrier that is specified be approved?
Response: Yes.

PREBID 003
Question: How are the bids to be turned in?
Response: Refer to the Advertisement for Bids included in the specifications for Bid Opening location and time. Mailed proposals can also be sent to the address noted in the Advertisement for Bids.

PREBID 004
Question: The Architectural sections show framing in wood. Structural sections detail metal studs. Which way do we frame?
Response: Frame with 2x6 wood studs.

PREBID 005
Question: Please confirm wall tile heights in Men and Women Restrooms, details 8 & 9/A401 shows differing heights if scaled at ¼”
Response: Take wall tile to 6’-0” AFF. GWB above to ceiling.

PREBID 006
Question: Please confirm truss bearing elevation, structural drawings say 10’-4 ½” and architectural wall section says 10’-9”.
Response: Truss bearing elevation is to be 10’-4 ½” as shown on structural drawings.

PREBID 007
Question: The plumbing drawings call for the water and sewer to be continued per the architectural drawings but the architectural drawings do not show the water and sewer. Please advise.
Response: The site work and utility connections for this project will be completed by the Owner under a separate contract. All utility connections from the building on this project are to be priced extending out from the building 5 feet.

PREBID 008
Question: Who is responsible for the site work?
Response: The site work and utility connections for this project will be completed by the Owner under a separate contract.

STRUCTURAL:

2. Sheet S102: See General Plan Note revisions.
5. Sheet S201: See updated perimeter edge detail.
6. Sheet S201: Cold-Formed Metal Framing Section deleted.
7. Sheet S301: See updated Wood Framing notes.

ARCHITECTURAL:
1. Sheet A101: All site work and utility connections outside building to be completed by Owner under a separate contract. Final building pad location shown on Sheet C-100 for reference only.
2. Sheet A101: Site Finish Schedule for work to be completed by Owner.
4. Sheet A101: All Kitchen casework and appliances are to be Owner Furnished, Owner Installed. GC to provide blocking in walls for cabinets.
5. Sheet A201: Exterior Elevations – Vinyl siding and trim to be replaced with Fiber Cement Siding and trim.
6. Sheet A301: Sections and Details - Vinyl siding and trim to be replaced with Fiber Cement Siding and trim.
7. Sheet A401: All Kitchen casework and appliances are to be Owner Furnished, Owner Installed. GC to provide blocking in walls for cabinets.

CIVIL:
1. Sheet C-100: This drawing is included FOR REFERENCE ONLY. All site work and utility connections outside building are to be completed by Owner under a separate contract.

BID DATE:
1. The Bid Date will be moved to April 22, 2015 at 3:00 pm in the same location as indicated in the Advertisement for Bids.

CDBG CLAUSES:
1. See Attached Addendum A for Henderson County CDBG Clauses to be included.
2. See Attached Wage Determinations to be included.
Addendum - A

Conflict of Interest

Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

Legal Remedies Provision

As stated in 24 CFR Part 85.36

Contracts other than small purchases shall contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract term, and provide for such sanctions and penalties as may be appropriate.

Examples of legal remedies could be liquidated damages, consequential damages, arbitration and others not listed.

Termination Provisions

As stated in 24 CFR Part 85.36

All contracts in excess of $10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for defaults as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Nondiscrimination Clause - Section 109, Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

Age Discrimination Act of 1975, as Amended

Nondiscrimination on the Basis of Age

No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.
Section 504 of the Rehabilitation Act of 1973, as Amended-
Nondiscrimination on the Basis of Handicap

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

Access to Records and Record Retainage

In general, all official project records and documents must be maintained during the operation of this project and for a period of five years following close out in compliance with 4 NCAC 19L Rule .0911, Record keeping.

The North Carolina Department of Commerce, the North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

Lobbying Clauses

Required by Section 1352, Title 31, U.S. Code

a. 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 any 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.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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.

c. This 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 section 1352, title 31, U.S. Code. 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.
**Remedies/Sanctions or Breach of Contract Terms** - In accordance with 24 CFR 85.36, upon written notice, the Local Government may withhold payments to the Engineering Firm if the Engineering Firm shall fail to fulfill in a timely and proper manner its obligations to the Local Government under this contract, or if the Engineering Firm shall violate any of the conditions of this contract. The Local Government shall in its written notice to the Engineering Firm fully describe the nature of failure or violation by the Engineering Firm, the corrective action required of the Engineering Firm, and the Local Government shall allow the Engineering Firm thirty (30) days from the date of the notification to correct such failure and/or violation. If such failure or violation is corrected by the Engineering Firm within thirty (30) days from the date of notification, then the Local Government shall process payment(s) to the Engineering Firm. If such failure or violation is not corrected within thirty (30) days from the date of the notification, then the Local Government may proceed to terminate this contract.

**Grantee Assurances** - In the performance of this Agreement, the Engineering Firm shall comply with all applicable Federal rules and procedures outlined on the attached pages as E.O. 11246 Clause and the Section 3 Clause (Attachment A)

**Copeland “Anti-Kickback” Act Provision**

As stated in 24 CFR Part 85.36:

All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, part 3). This Act provides that each Council or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency.

This material is presented in form HUD-4010 and in the Labor Standards Handbook 1344.1 Rev. 1.

**Clean Water, Clean Air, E. O. 11738 and EPA Regulations Provision Compliance with Air and Water Acts**

This agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1957 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at CFR Part 15, as amended from time to time.

The Council and any of its sub-contractors for work funded under this Agreement, which is in excess of $100,000, agree to the following requirements:

a. A stipulation by the Council or sub-contractors that any facility to be utilized in the performance of any nonexempt contract or sub-contractors is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
b. Agreement by the Council to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 ISC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c. A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.

d. Agreement by the Council that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in very nonexempt subcontract and requiring that the Council will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility that has given rise to a conviction under Section 113 (c) (1) of the Clean Air Act or Section 309 (c) of the Federal Water Pollution Control Act.

E.O. 11246

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Davis-Bacon Statutory Provision, Section 110:
(a) All laborers and mechanics employed by contractors and subcontractors in the performance of construction work financed in whole or in part with assistance received under this title shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a—276a-5); Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 13, 1934, as amended (48 Stat. 948; 40 U.S.C. 276(c)).

(b) Subsection (a) shall not apply to any individual that—

(1) performs services for which the individual volunteered;
(2)(A) does not receive compensation for such services; or
(B) is paid expenses, reasonable benefits, or a nominal fee for such services; and
(3) is not otherwise employed at any time in the construction work.

Contract Work Hours and Safety Standard Act
The Federal Contract Work Hours and Safety Standards Act (CWHSSA) requires contractors and subcontractors with covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. This Act also prohibits unsanitary, hazardous, or dangerous working conditions in the construction industry on Federal and Federally financed and assisted projects.

Who is Covered
The Contract Work Hours and Safety Standards Act (CWHSSA) applies to contractors and subcontractors with Federal service contracts and Federally funded and assisted construction contracts over $100,000. Covered contracts include those entered into by the U.S., any agency or instrumentality of the U.S., any territory of the U.S., or the District of Columbia.

The Act also extends to Federally assisted construction contracts subject to Davis-Bacon and Related
Acts wage standards where the Federal Government is not a direct party, except those contracts where the Federal assistance takes the form only of a loan guarantee or insurance.

Certain contracts are exempt from this Act. These include contracts for the following:
- Transportation by land, air, or water;
- Transmission of intelligence;
- Purchase of supplies, materials, or articles ordinarily available in the "open market"; and
- Work required to be done according to provisions of the **Walsh-Healey Public Contracts Act (PCA)**.

**Basic Provisions/Requirements**
The Act requires contractors and subcontractors with covered contracts to pay laborers and mechanics employed in the performance of the contracts overtime of one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. This Act also prohibits unsanitary, hazardous, or dangerous working conditions in the construction industry on Federal and Federally financed and assisted projects.

**Employee Rights**
The CWHSSA provides most workers on Federal contracts the right to receive time and one-half for overtime hours worked on such contracts. The Wage and Hour Division accepts complaints of alleged CWHSSA wage violations.

**Penalties/Sanctions**
The Wage and Hour Division of the Employment Standards Administration enforces the compensation requirements of this Act, while the Occupational Safety and Health Administration enforces the safety and health requirements. Contractors or subcontractors who violate this Act may be subject to fines, imprisonment, or both. Intentional violations of this Act are misdemeanors and may be punished by a fine not to exceed $1,000 or by imprisonment for not more than six months, or both. Overtime wage violations may result in the assessment of liquidated damages in the sum of $10 for each calendar day an employee is allowed to work in excess of a 40-hour workweek without payment of the required overtime compensation.

Accrued contract amounts may also be withheld in sums necessary to satisfy the liability for unpaid wages and liquidated damages. Employees have rights of action and/or of intervention against the contractor and its sureties if the amounts withheld are insufficient to reimburse the unpaid wages. Under such an action, it is no defense that employees accepted less than the required rate of wages or voluntarily made refunds.

Contractors or subcontractors found to have committed willful or aggravated violations of the overtime requirements may have their contracts terminated and may be declared ineligible to receive future contracts for a period not to exceed three years.

Contractors or subcontractors may challenge determinations of violations before an administrative law judge. Contractors or subcontractors may appeal decisions and orders of administrative law judges that result in payment of wages or debarment to the Administrative Review Board. Final determinations on violations and debarment may be appealed to and are enforceable through the Federal courts.

Any contractor or subcontractor aggrieved by withholdings for liquidated damages may appeal to the head of the contracting agency. The agency head shall review the administrative determination and issue a final order. If the damages sum is determined to be incorrect, or the contractor or subcontractor inadvertently violated the provisions of the Act while exercising due care, the agency head may recommend appropriate adjustments in the liquidated damages to the Secretary of Labor.
The contractor or subcontractor may file a claim in the U.S. Claims Court for all final orders mandating a liability for withholding of liquidated damages.

**Relation to State, Local and Other Federal Laws**

The provisions of this Act also apply to Davis-Bacon and Related Acts contracts where the contract is financed in whole or in part by grants or loans from the U.S. Government, or loans insured or guaranteed by the U.S. Government, except where the Federal assistance is only in the nature of a loan guarantee or insurance.

**Section 3**

To ensure that to the greatest extent possible contracts for work are awarded to business concerns located or owned in substantial part by persons residing in the Section 3 covered area, as required by Section 3 of the Housing and Urban Development Act of 1968, the jurisdiction has developed and hereby adopts the following plan:

1. This Section 3 plan shall apply to services needed in connection with the grant including but not limited to businesses in the fields of planning, consulting, design, building construction/renovation, maintenance and repair, etc.

2. This Section 3 covered project area for the purpose of this grant program shall include the applicable jurisdiction, the county, and portions of immediately adjacent counties.

3. When in need of a service, the Town will identify suppliers, contractors or subcontractors located in the Section 3 area. Resources for this identification shall include the Minority Business Directory published through the State Department of Commerce, local directories and Small Business Administration local offices. Word of mouth recommendation shall also be used as a source.

4. The jurisdiction will include this Section 3 clause in all contracts executed under this CDBG Program. Where deemed necessary, listings from any agency noted in No. 3 above shall be included as well as sources of subcontracts and suppliers.

5. The prime contractor selected for major public works facility or public construction work will be required to submit a Section 3 Plan which will outline his/her work needs in connection with the project. Should a need exist to hire any additional personnel, the County Employment Security Commission shall be notified and referred to the contractor.

6. Each contract for housing rehabilitation under the program, as applicable, for jobs having contracts in excess of $100,000 shall be required to submit a Section 3 Plan. This Plan will be maintained on file in the grant office and shall be updated from time-to-time or as the grant staff may deem necessary.

7. Early in our project, prior to any contracting, major purchases or hiring, we will develop a listing of jobs, supplies and contracts likely to be utilized during the project. We will then advertise in our local newspaper an ad prominently located as a display ad the pertinent information regarding the project including all Section 3 required information.
HEAVY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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<th>Modification Number</th>
<th>Publication Date</th>
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<td>08/26/2011</td>
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<th>Classification</th>
<th>Rate (as of 01/02/2015)</th>
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<tr>
<td>CARPENTER, Includes Form Work</td>
<td>$13.98</td>
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<td>ELECTRICIAN</td>
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<tr>
<td>LABORER: Pipelayer</td>
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<tr>
<td>OPERATOR: Backhoe/Excavator/Trackhoe</td>
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<td>OPERATOR: Bulldozer</td>
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<td>OPERATOR: Loader</td>
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<td>TRUCK DRIVER</td>
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all
rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

   Branch of Construction Wage Determinations  
   Wage and Hour Division  
   U.S. Department of Labor  
   200 Constitution Avenue, N.W.  
   Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

   Wage and Hour Administrator  
   U.S. Department of Labor  
   200 Constitution Avenue, N.W.  
   Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

   Administrative Review Board  
   U.S. Department of Labor  
   200 Constitution Avenue, N.W.  
   Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

================================================================
END OF GENERAL DECISION
General Decision Number: NC150033 01/02/2015 NC33

Superseded General Decision Number: NC20140033

State: North Carolina

Construction Type: Building

County: Henderson County in North Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number     Publication Date 0 01/02/2015

ELEC0238-001 06/01/2011

Rates Fringes
ELECTRICIAN......................$ 21.85 5.30 + 13%

IRON0384-002 05/01/2013

Rates Fringes
IRONWORKER, STRUCTURAL.......$ 23.42 10.86

PLUM0421-003 07/01/2013

Rates Fringes
PIPEFITTER.......................$ 24.85 9.65

SUNC2011-014 08/24/2011
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<tr>
<td>CARPENTER, Excludes Drywall Hanging, and Form Work</td>
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<td>0.00</td>
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<td>CEMENT MASON/CONCRETE FINISHER</td>
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<td>HVAC MECHANIC (HVAC Duct Installation Only)</td>
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<td>LABORER: Common or General</td>
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<td>LABORER: Landscape &amp; Irrigation</td>
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<td>0.28</td>
</tr>
<tr>
<td>LABORER: Pipelayer</td>
<td>$13.35</td>
<td>2.80</td>
</tr>
<tr>
<td>LABORER: Mason Tender-Brick/Cement/Concrete</td>
<td>$12.00</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Backhoe/Excavator/Trackhoe</td>
<td>$16.00</td>
<td>2.48</td>
</tr>
<tr>
<td>OPERATOR: Bulldozer</td>
<td>$16.00</td>
<td>1.87</td>
</tr>
<tr>
<td>OPERATOR: Crane</td>
<td>$19.77</td>
<td>4.48</td>
</tr>
<tr>
<td>OPERATOR: Forklift</td>
<td>$13.86</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Grader/Blade</td>
<td>$15.72</td>
<td>1.49</td>
</tr>
<tr>
<td>OPERATOR: Loader</td>
<td>$16.17</td>
<td>0.25</td>
</tr>
<tr>
<td>PAINTER: Brush, Roller and Spray</td>
<td>$14.13</td>
<td>2.88</td>
</tr>
<tr>
<td>PLUMBER</td>
<td>$19.86</td>
<td>5.61</td>
</tr>
<tr>
<td>ROOFER</td>
<td>$12.50</td>
<td>0.81</td>
</tr>
<tr>
<td>SHEET METAL WORKER, Excludes HVAC Duct Installation</td>
<td>$15.96</td>
<td>1.13</td>
</tr>
<tr>
<td>TRUCK DRIVER</td>
<td>$14.51</td>
<td>0.85</td>
</tr>
</tbody>
</table>
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that
classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION