



# Procedure Manual

**Project:**

**Rosewood Middle School**

# PROCEDURES MANUAL

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# I. Acknowledgment of Procedure Manual



**PROJECT NAME: Rosewood Middle School**

**D&D PROJECT NUMBER: 24-107**

I, \_\_\_\_\_ have received the Procedures Manual. I have read it carefully and recognize my obligation to comply with all of the rules and policies set forth in the manual. I further acknowledge and agree to use and provide all forms and documentation referenced in this manual. This manual is a binding part of our contractual agreement and is incorporated as an exhibit to the agreement.

\_\_\_\_\_ Company

\_\_\_\_\_ Signature

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Title

\_\_\_\_\_ Date

Return To: Daniels & Daniels Construction Co., Inc.  
PO Box 10337  
Goldsboro, NC 27532





## A. Project Description

1. Project Title: Rosewood Middle School
2. Owner: Wayne County Board of Education  
2001 E. Royall Avenue  
Goldsboro, North Carolina 27534
3. Architect: Davis Kane Architects PA  
503 Oberlin Road, Suite 300  
Raleigh, North Carolina 27605
4. Notice to Proceed: TBD
5. Completion Date: The project completion date is 550 days from NTP.
6. D&D Job Number: 24 - 107

### Brief Description:

The phased project consists of the demolition, construction, and renovation of an ~87,000 square foot educational facility. This phase of the project consists of the construction of a new education facility and associated site and utility work.

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102600 Wall & Door Protection

102800 Toilet, Bath, & Laundry Accessories

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105113 Metal Lockers

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113013 Residential Appliances

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210105 Fire Protection Submittal Requirements

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221319 Sanitary Waste & Vent Piping Specialties

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221429 Sump Pumps

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230300 HVAC Underground Utilities Work Requirements





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- 230513 HVAC Equipment Motors
- 230514 Variable Speed Controllers
- 230516 Expansion Fittings & Loops
- 230517 Sleeves & Sleeve Seals
- 230519 Piping Instruments & Gages
- 230529 Hangers & Supports
- 230533 Heat Tracing
- 230548 HVAC Seismic Wind & Vibration Controls
- 230553 HVAC Systems Identification
- 230555 HVAC Piping Systems Flushing & Testing
- 230593 Testing, Adjusting, and Balancing
- 230713 Duct & Ducted Equipment Insulation
- 230719 Piping & Piped Equipment Insulation (20151 IECC Adjusted)
- 232113 Hydronic Piping
- 232116 Hydronic Piping Specialties
- 232119 Hydronic Piping Valves
- 232123 Hydronic Pumps
- 232133 Underground Hydronic Piping
- 232300 Refrigerant Piping
- 232500 HVAC Water Treatment
- 233113 Metal Ducts
- 233300 Metal Duct Accessories
- 233400 HVAC Fans
- 233600 Air Terminal Units
- 233713 Diffusers, Grilles & Registers
- 233723 Gravity Ventilators
- 233813 Commercial Kitchen Hoods
- 234100 Particulate Air Filtration Standard Efficiency



235100 Breechings, Chimneys, & Stacks

235216 Condensing Boilers

236426 Air-Cooled Chillers

237200 Air-to-Air Energy Recovery Equipment

237311 Blower Coil Units

237316 Modular Air Handling Units

238116 Ductless Mini-Split Systems

238216 Air Coils

238239 Unit Heaters

239000 BAS General Requirements

239010 BAS Instrumentation

239020 BAS Field Controllers

239030 BAS Network Level Controls (Tridium Niagara)

239040 BAS Front-End Software & Hardware

239210 Energy & Flow Meters

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260500 Basic Electrical Materials & Methods

260519 Conductors & Cables

260526 Grounding & Bonding

260529 Hangers & Supports

260533 Raceways & Boxes

260536 Cable Trays

260553 Identification for Electrical Systems

260571 Power System Study

260923 Lighting Control Devices

262200 Dry-Type Transformers



262413 Panelboards

262726 Wiring Devices

262813 Fuses

262816 Enclosed Switches & Circuit Breakers

263213 Packaged Engine Generator

263323 Centralized Emergency Lighting Inverters

263600 Manual Transfer Switch

263601 Manual Transfer Switch

265100 Lighting

267233 Performance Sound Systems

267501 Telecommunication Cabling

268311 Fire Alarm

#### **Division 27 – Communications**

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312000 Earth Moving

312500 Erosion & Sediment Controls

313116 Termite Control

#### **Division 32 – Exterior Improvements**

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321313 Concrete Paving

323113 Chain Link Fences & Gates

323119 Ornamental Fence

324000 Site Furnishings



329000 Planting

**Division 33 – Utilities**

331000 Water

333000 Sewer

334000 Storm Drainage

334600 Subdrainage

**D. Contract Documents**

- a. Specifications Dated January 10, 2025
- b. Plans Dated January 10, 2025

## PROJECT STATEMENT

- a. The name of the project.
  - Rosewood Middle School
- b. The physical address of the project.
  - 804 Rosewood Road, Goldsboro, North Carolina 27530
- c. The name of the contracting body.
  - Wayne County Board of Education
- d. The name of the contractor.
  - Daniels & Daniels Construction Co., Inc.
- e. The name, phone number, and mailing address of an agent authorized by the contractor to accept service of the requests for payment bond, the notice of public subcontract, and the notice of claim on payment bond referenced in subsection (b) of this section.
  - Will Barnes – Accounting Manager  
P.O. Box 10337  
Goldsboro, North Carolina 27532  
Phone: (919) 778-4525
- f. The name and address of the principal place of business of the surety issuing the payment bond required by G.S. 44A-26(a) for the construction contract.
  - USI Insurance  
Attention: Scott Mathers  
8540 Colonnade Centre Drive Suite 111  
Raleigh NC 27615
- g. The name and address of the lien agent for the Owners as required by G.S. 44a-26(a) for the construction contract is:
  - Investors Title Insurance Company  
19 W. Hargett Street, Ste. 507  
Raleigh, NC 27601  
Phone: (888) 690-7384  
Fax: (913) 489-5231  
Online: [www.liensnc.com](http://www.liensnc.com)  
Email: [support@liensnc.com](mailto:support@liensnc.com)



## **IV. Certificate of Insurance Requirements**



**Insurance Requirements**

It is the policy of Daniels and Daniels Construction Company, Inc. (D&D) that no subcontractor will be permitted to mobilize to our construction site, perform any work in relation to a D&D construction project, or bill for any payment in regards to any subcontract agreement until such time as we have received a current "Certificate of Insurance" (COI).

INSURANCE REQUIREMENTS

MAIL CERTIFICATE TO: DANIELS & DANIELS CONSTRUCTION CO., INC.  
 PO Box 10337  
 Goldsboro, North Carolina 27532-0337

ADDITIONAL INSURED: DANIELS & DANIELS CONSTRUCTION CO., INC.  
 PO Box 10337  
 Goldsboro, North Carolina 27532-0337

- 1. ADDITIONAL INSURED: Wayne County Board of Education  
 2001 E. Royall Avenue  
 Goldsboro, North Carolina 27534

Minimum Insurance Requirements:

**GENERAL LIABILITY**

Each Occurrence	1,000,000
Damage to Rented Premises (Each Occurrence)	1,000,000
Med Exp (Any one person)	5,000
Personal & Adv Injury	1,000,000
General Aggregate	3,000,000
Products – Comp/Op Aggregate	3,000,000
Emp. Ben.	1,000,000

**AUTOMOBILE LIABILITY**

Per Person	500,000
Per Occurrence for Bodily Injury	500,000
Per Occurrence for Property Damage	20,000
Combined Single Limit	1,000,000

**WORKERS COMPENSATION & EMPLOYERS' LIABILITY**

Employers' Liability Each Accident	500,000
Employers' Liability Disease – Each Employee	500,000
Employer's Liability Disease 0 Policy Limit	500,000

<b>UMBRELLA POLICY</b>	<b>1,000,000</b>
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**Note:**

Concerning the named insured's – The general liability policy will name as additional insured. (specified certificate holder), its officers, affiliates, heirs and assigns, to the fullest extent applicable, and will include products/complete operations using CG2010 and CG2037 (or equivalent) on a primary and non-contributory basis. Waiver of subrogation is provided on general liability and workers compensation

Cancellation Clause: Cancellation or any material change in the policies adversely affecting the interest of the Government is such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days written notice thereof to the Contracting Officer.

Failure to comply with any part of these instructions would result in a stop work notice and withholding all payments until such time as this matter is resolved to the satisfaction of Daniels and Daniels Construction Company, Inc.





## V. Request for Taxpaper ID (W9)

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> <b>See Specific Instructions on page 3.</b>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ▶ _____		Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
					-					
					-					
<b>or</b>										
<b>Employer identification number</b>										
					-					

## Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
  - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
  - I am a U.S. citizen or other U.S. person (defined below); and
  - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



## **VI. Affidavit of Capital Improvement**



# E-589CI Affidavit of Capital Improvement

Form E-589CI, Affidavit of Capital Improvement, is generally required to substantiate that a contract, or a portion of work to be performed to fulfill a contract, is to be taxed for sales and use tax purposes as a real property contract with respect to a capital improvement to real property.

- This affidavit may not be used to purchase building materials, other tangible personal property, or digital property to fulfill a real property contract exempt from sales and use tax.
- A person who willfully attempts, or a person who aids or abets a person to attempt in any manner, to evade or defeat a tax imposed by the Sales and Use Tax Laws, or the payment thereof, shall be guilty of a Class H felony. If there is a deficiency or delinquency in payment of any tax due to fraud with intent to evade the tax, there shall be assessed a penalty equal to 50% of the total deficiency.

**Section I. Single Use** (Complete this section to issue the affidavit for a single capital improvement.)

<p><b>A</b> <b>Owner, Tenant, or Real Property Contractor</b></p> <p>Address</p> <p>City State Zip Code</p>	<p><b>B</b> <b>Real Property Contractor</b> (General Contractor or Subcontractor) <small>Hired to perform capital improvement</small></p> <p>Address</p> <p>City State Zip Code</p>
---	---

Describe capital improvement to be performed:

Project Name

Project Address (where the work is to be performed) City State Zip Code

I certify that, to the best of my knowledge, this affidavit is accurate and complete and that the transaction described to be performed by the Real Property Contractor (General Contractor or Subcontractor identified in box "B") shall be treated as a real property contract with respect to a capital improvement to real property for sales and use tax purposes.

Signature of Authorized Person: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Section II. Blanket Use** (Complete this section execute a blanket affidavit.)

<p><b>C</b> <b>Real Property Contractor</b></p> <p>DANIELS &amp; DANIELS CONSTRUCTION COMPANY, INC.</p> <p>Address</p> <p>178 HWY 111 SOUTH</p> <p>City State Zip Code</p> <p>GOLDSBORO N <input type="checkbox"/> 27534</p>	<p><b>D</b> <b>Real Property Contractor or Subcontractor</b> <small>Hired to perform capital improvement</small></p> <p>Address</p> <p>City State Zip Code</p>
--	--

To be completed by the Real Property Contractor identified in Box C.

I certify that I am a Real Property Contractor who performs capital improvements to real property and all transactions with the real property contractor (subcontractor) identified in box "D" shall be treated as real property contracts with respect to capital improvements for real property for sales and use tax purposes.

Signature of Authorized Person: W. O. P. B. III Title: CEO Date: 3/30/2020

## Affidavit of Capital Improvement Instructions

Form E-589CI, Affidavit of Capital Improvement, is generally required to be issued (see exceptions below) to substantiate that a contract, or a portion of work performed to fulfill a contract, is to be taxed for sales and use tax purposes as a real property contract with respect to a capital improvement to real property.

- Form E-589CI is not an affidavit of tax paid on building materials, other tangible personal property, or digital property purchased or used to fulfill a real property contract.
- Form E-589CI is not to be used to purchase building materials, other tangible personal property, or digital property purchased or used to fulfill a real property contract exempt from sales and use tax.
- A person that issues Form E-589CI in error is liable for use tax on the sales price of or the gross receipts derived from the transaction if it is determined that the contract is not a capital improvement to real property.

A person who willfully attempts, or a person who aids or abets a person to attempt in any manner, to evade or defeat a tax imposed by the Sales and Use Tax Laws, or the payment thereof, shall be guilty of a Class H felony. If there is a deficiency or delinquency in payment of any tax due to fraud with intent to evade the tax, there shall be assessed a penalty equal to 50% of the total deficiency.

### Exceptions to the Requirement to Issue Form E-589CI

The following are exceptions for transactions where Form E-589CI is not required to be issued to substantiate that the transaction is taxed, as applicable, for sales and use tax purposes as a real property contract with respect to a capital improvement to real property.

- Painting or wallpapering real property, or parts thereof.
- Landscaping service.

Form E-589CI is not required to be issued by the specific person for a transaction noted below. The exceptions do not apply to transactions between a general contractor hired to oversee the entire contract and one of its subcontractors (See "Blanket Use" of Form E-589CI (Section II) for possible exceptions.). **The following exceptions do not apply to remodeling.**

- A real property owner or other person hires a general contractor to oversee the entire contract and the contract is for "new construction" as defined in N.C. Gen. Stat. § 105-164.4H(e)(2).
- A real property owner or other person hires a general contractor to oversee the entire contract and the contract is to rebuild or construct again a prior existing permanent building, structure, or fixture on land (reconstruction as defined in N.C. Gen. Stat. § 105-164.4H(e)(3)).
- A general contractor that purchases all tangible personal property and digital property to fulfill the real property contract and provides the employee labor to fulfill the real property contract.

### Section I. Single Use Instructions

A person must complete "Section I - Single Use" of the form for a one time use to substantiate that a transaction that otherwise meets the definition of repair, maintenance, or installation services to real property is taxed for sales and use tax purposes as a real property contract with respect to a single capital improvement for real property. When a real property contractor hires a subcontractor to perform a portion of the overall contract and there is not a recurring business relationship between the two parties, "Section I – Single Use" of Form E-589CI shall be completed and the form issued to each subcontractor as notice that the transaction is subject to tax as a real property contract with respect to a capital improvement for sales and use tax purposes.

A property owner oversees the entire activity that is a real property contract with respect to a capital improvement for real property and hires various subcontractors to complete the real property contract:

- **Box A - Owner, Tenant or Real Property Contractor:** Enter property owner's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter general contractor's or subcontractor's name and address.
- Property owner listed in Box A must describe real property contract with respect to capital improvement to be performed.
- Authorized Person (typically property owner) signs, enters title (owner), and enters the date.

A general contractor hires a subcontractor to perform a real property contract with respect to a capital improvement, or portion thereof:

- **Box A - Owner, Tenant or Real Property Contractor:** Enter general contractor's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter subcontractor's name and address.
- General contractor listed in Box A describes real property contract with respect to capital improvement to be performed.
- Authorized Person (typically general contractor) signs, enters title (general contractor), and enters the date.

A lessee or tenant hires a general contractor (or subcontractor) to perform a real property contract with respect to a capital improvement for real property; provided the capital improvement is intended to become a permanent installation and title to it vests in the owner or lessor of the real property immediately upon installation:

- **Box A - Owner, Tenant or Real Property Contractor:** Enter lessee or tenant's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter general contractor's or subcontractor's name and address.
- General contractor must describe capital improvement for real property to be performed.
- Authorized Person (typically lessee or tenant) signs, enters title, and enters the date.

### Section II. Blanket Use Instructions

A real property contractor may complete "Section II – Blanket Use" and issue the form to a real property contractor (subcontractor) who is used exclusively to perform part, or all, of real property contracts with respect to capital improvements to real property, where the person and the real property contractor have a recurring business relationship. A blanket use affidavit continues in force so long as the real property contractor named in "Box C" and the real property contractor (subcontractor) named in "Box D" maintain a recurring business relationship (when a period of no more than twelve months elapse between transactions between two parties) or until withdrawn or otherwise notified by the issuer of the form. The blanket use will generally apply for the following: (1) a builder who hires the same contractor(s) only for new construction; (2) a real property contractor who hires the same subcontractor(s) only for reconstruction; (3) a real property contractor who hires the same subcontractor(s) for remodeling and the activities performed by the subcontractor(s) are never repair, maintenance, and installation services for real property; and (4) a real property contractor who exclusively hires the same subcontractor(s) to perform part, or all, of its real property contracts with respect to capital improvements for real properties.

A general contractor or subcontractor hires a subcontractor to perform a capital improvement, or portion thereof:

- **Box C - Real Property Contractor:** Enter the hiring real property contractor's name and address.
- **Box D - Real Property Contractor (General Contractor or Subcontractor):** Enter subcontractor's name and address. Authorized person listed in Box C signs, enters title, and dates.



## VII. Submittal Procedures

Welcome to the project! You will be receiving an email from Procore with information for submittals you will be responsible for. All submittals will be processed through Procore for this project, but please **DO NOT** upload submittals directly to Procore, rather **email** the submittals to me and copy the Project Manager. I will package the submittals correctly and process them through Procore. Once submittals are approved, you will receive an email via Procore with the approved submittals.

Submittals:

- Please review all submittals. If documents do not coincide with contract documents and do not have a cover letter, they will be **rejected**.
- On each submittal, please indicate the specification section of each product. The more specific the document is labeled the easier it will be to process.
- Make sure the file names are **spec number, title and what it is** (Example: "04 20 00 – Masonry – Product Data").
- Each item will be **one (1) pdf** (Example: All product data will be one (1) pdf)

Samples:

- Please send samples to the address below
  - UPS/FedEx to:
    - o Atten: Hannah Hubbard (Project Name)
- Daniels & Daniels Construction Co. Inc.  
178 NC Hwy 111 South  
Goldsboro, NC 27534

**Please let me know if I need to address someone else for submittals by sending their name, role, and contact information.** If you do not receive an email from Procore requesting submittals, please let me know. If there are any questions about the process, or what is expected please feel free to email or call. We look forward to working with all of you!



All subcontractors will comply with submission requirements as stipulated within the contract specifications. All submissions received which do not comply with the contract requirements will be deemed non-responsive and will be returned to the originator with no action taken.

Please ensure that you make all submissions which are related to the performance of your scope of work.

All samples are to be supplied in the quantity, size and quality required by the specifications.

All product data, warranties, certifications, test reports, shop drawings, operations manuals, maintenance manuals, "As-Built" drawings, and other document based submissions are to be supplied in digital format, as well as in hard copy in the quantity specified.

All training requirements are to be video recorded and a copy of the video record submitted in digital format.

Final billing will not be approved until all submissions, inclusive of all close-out documentation, has been received and approved.



### **VIII. Request for Information (RFI); Procedure and Forms**

A "Request for Information" (RFI) should be submitted to the Project Manager (PM) in order to obtain a response on any question you may have in relation to the execution of the contract and all contractual matters. This will place a trackable record for all inquiries and will insure all questions are properly answered in a timely manner while avoiding the possible confusion and misunderstandings which often arise in verbal communications.

All RFI's should contain:

- 1- Reference to the specification, contractual clause, drawing or other record to which the RFI pertains.
- 2- Clearly defined and specific question requiring a response. NOTE: A RFI should only pertain to a single response, as it creates a tracking issue if a single RFI covers multiple responses.
- 3- Identify the impacts or potential impacts of the matter being discussed.
  - a. Is there potential for this issue to delay the project?
  - b. Is there potential for a change in the contract cost due to the issue involved?
  - c. Does this issue present potential safety concerns to personnel or property?
  - d. Could this issue impact the quality of the final product provided?
- 4- Provide a suspense date which will provide sufficient time to prepare a response to the request and limits undue impact on the project.



## **IX. Application for Payment Procedures & Forms**

## **ATTENTION: ACCOUNTS RECEIVABLE DEPARTMENT**

### **DANIELS AND DANIELS CONSTRUCTION COMPANY, INC. PAY APPLICATION PROCEDURES & FORMS**

It is our intent to make prompt payment to all of our subcontractors and suppliers. In order for us to do this, we ask that you follow these steps when making your application for payment.

#### **1. Pay Applications**

- Must be submitted on AIA G702 and G703 or equivalent.
- Must be in our office by the 15<sup>th</sup> of each month in order to be included in our pay request to the owner.
- Must be for work completed by the 15<sup>th</sup>. Do not project work complete through the end of the month
- Are subject to revision based on the Architect and Engineers review and approval
- Please submit separate invoice, (and related forms) for retainage being held when billing the final progress billing

#### **2. Lien Waivers (copy attached)**

- An original notarized Partial Lien Waiver must be submitted with each application for payment.
- An original notarized Final Lien Waiver must be submitted with your final pay application.
- Your Subs must submit a Partial Lien Waiver to your company with their invoices. We require copies of those Waivers be attached to your application for payment also.

#### **3. Sales Tax and Use Reports (copy attached)**

- Must be submitted with each application for payment.
- If you have no sales tax to report during a specific period, a Sales & Use Tax Report is still required stating "no sales tax this period".

#### **4. Please note that incomplete or inaccurate pay request will be placed on Hold.**

Should you need assistance in completing the above forms please feel free to contact our accounting department at (919) 778-4525 and fax (919) 778-6850. Robin Grady [billing@danddcc.com](mailto:billing@danddcc.com).

## Application and Certificate for Payment

TO OWNER: \_\_\_\_\_ PROJECT: \_\_\_\_\_ APPLICATION NO: \_\_\_\_\_ Distribution to:

FROM CONTRACTOR: \_\_\_\_\_ VIA ARCHITECT: \_\_\_\_\_ PERIOD TO: \_\_\_\_\_ OWNER

CONTRACT FOR: \_\_\_\_\_ ARCHITECT

CONTRACT DATE: \_\_\_\_\_ CONTRACTOR

PROJECT NOS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ FIELD

OTHER

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ \_\_\_\_\_

2. Net change by Change Orders ..... \$ \_\_\_\_\_

3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ \_\_\_\_\_

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ \_\_\_\_\_

5. RETAINAGE:

a. \_\_\_\_\_ % of Completed Work (Column D + E on G703) \$ \_\_\_\_\_

b. \_\_\_\_\_ % of Stored Material (Column F on G703) \$ \_\_\_\_\_

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ \_\_\_\_\_

6. TOTAL EARNED LESS RETAINAGE ..... \$ \_\_\_\_\_

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ \_\_\_\_\_

8. CURRENT PAYMENT DUE ..... \$ \_\_\_\_\_

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ \_\_\_\_\_

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ _____	\$ _____
Total approved this Month	\$ _____	\$ _____
TOTALS	\$ _____	\$ _____
NET CHANGES by Change Order	\$ _____	\$ _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ State of: \_\_\_\_\_

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

Subscribed and sworn to before \_\_\_\_\_

me this \_\_\_\_\_ day of \_\_\_\_\_

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

My Commission expires: \_\_\_\_\_

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.





**AIA**®

**Document G703™ – 1992**

**Continuation Sheet**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				% (G ÷ C)			

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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# Document G703™ – 1992 Instructions

## Continuation Sheet

### GENERAL INFORMATION

**Purpose and Related Documents.** AIA Document G702, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed for use on Projects where the Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201, General Conditions of the Contract for Construction.

**Use of Current Documents.** Prior to using any AIA Contract Document, users should consult [www.aia.org](http://www.aia.org) or a local AIA component to verify the most recent edition.

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### COMPLETING THE G703 FORM

**Heading:** This information should be completed in a manner consistent with similar information on AIA Document G702, Application and Certificate for Payment.

**Columns A, B & C:** These columns should be completed by identifying the various portions of the Project and their scheduled values consistent with the schedule of values submitted to the Architect at the commencement of the Project or as subsequently adjusted. The breakdown may be by sections of the Work or by Subcontractors and should remain consistent throughout the Project. Multiple pages should be used when required.

Column C should be subtotaled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of column C may be adjusted by Change Orders during the Project.

**Column D:** Enter in this column the amount of completed Work covered by the previous application (columns D & E from the previous application). Values from column F (Materials Presently Stored) from the previous application should not be entered in this column.

**Column E:** Enter here the value of Work completed at the time of this application, including the value of materials incorporated in the project that were listed on the previous application under Materials Presently Stored (column F).

**Column F:** Enter here the value of Materials Presently Stored for which payment is sought. The total of the column must be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Mere payment by the Owner for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from this column and incorporated into column E (Work Completed—This Period.)

**Column G:** Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

**Column H:** Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

**Column I:** This column is normally used only for contracts where variable retainage is permitted on a line-item basis. It need not be completed on projects where a constant retainage is withheld from the overall contract amount.

**Change Orders:** Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own G703 form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location on the G702 form.

**Construction Change Directives:** Amounts not in dispute that have been included in Construction Change Directives should be incorporated into one or more Change Orders. Amounts remaining in dispute should be dealt with according to Section 7.3 in A201.

*The following is an example of a Continuation Sheet for work in progress. Please note that dollar amounts shown below are for illustrative purposes only, and are not intended to reflect actual construction costs.*

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	MOBILIZATION	5,000	5,000	0	0	5,000	100	0	
2	STUMP REMOVAL	5,000	5,000	0	0	5,000	100	0	
3	EARTH WORK	15,000	10,000	5,000	0	15,000	100	0	
4	LOWER RETAINING WALL	10,000	0	5,000	0	5,000	50	5,000	
5	CURBS & MISC. CONC.	5,000	0	0	0	0	0	5,000	
6	PAVING, UPPER DRIVE	20,000	0	0	0	0	0	20,000	
7	PAVING, LOWER DRIVE	20,000	0	0	0	0	0	20,000	
8	PAVERS	20,000	0	0	10,000	10,000	50	10,000	
9	BRICK WORK	5,000	0	0	0	0	0	5,000	
10									
11		105,000	20,000	10,000	10,000	40,000		65,000	

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## PARTIAL RELEASE OF CLAIMS AND LIENS

*Note: You must attach a copy of this document to each of your applications for payment.*

Accompanies pay application # \_\_\_\_\_ of \_\_\_\_\_  
(or invoice #) (date of invoice)

Owner of Project:  
(or project name)

Contractor: DANIELS & DANIELS CONSTRUCTION CO., INC.

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

Applicant:  
(Subcontractor)

After being duly sworn, the undersigned testifies and agrees as follows on behalf of Applicant:

1. Applicant and I both warrant that I am authorized to execute this partial waiver and release of claims and liens.
2. Applicant and I have been given an appropriate opportunity to review this document and discuss its legal effect with counsel of our choosing.
3. This partial waiver and release of claims and liens is contingent on and not valid until Applicant actually receives the payment for which it has applied.
4. Applicant has assigned no liens or claims it may have arising out of its work on the Project.
5. For and in consideration of Contractor's payment to Applicant of the amount shown in the accompanying pay application, Applicant waives and releases any liens or claims it may have arising out of its work on the Project—or out of the labor, equipment, or materials furnished by Applicant's subcontractors and suppliers—through the effective date of Applicant's pay application.

6. This waiver and release applies to all liens and claims that may have arisen by the effective date of Applicant's pay application, including but not limited to those related to changes, delay, interference, acceleration, extra work, and the like, *except for any retainage withheld and shown on Applicant's pay application and for the following previously identified and currently pending change orders, disputes, or similar items:*

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**(The above must have N/A if nothing is applicable)**

7. Applicant's receipt of the payment for which it has applied does not necessarily constitute Contractor's acceptance of the work for which Applicant has been paid, and Applicant remains obligated to the Contractor to the full extent specified in the contract documents.

8. All subcontractors, suppliers, employees, laborers, materialmen, and others used or employed by Applicant in connection with the Project have been paid in full for the work they performed prior to the period covered by this pay application. All payrolls, material bills in connection with the Project that were received prior to the period covered by this pay application, sales tax and privilege tax or license have been paid in full. No obligations—legal, equitable, or otherwise—are owed by the undersigned in connection with its work on the Project except obligations arising during the period for which payment is now sought. All such obligations have been identified and documented in Applicant's pay application. This documentation includes all applications for payment and all partial waivers and releases of claims and liens that have been obtained from Applicant's subcontractors and suppliers. As to those obligations of Applicant, Applicant agrees to devote its payment to their satisfaction and warrants that the payment it seeks will be sufficient for that purpose.

9. Applicant agrees to defend, indemnify, and hold harmless Owner and Contractor, as well their sureties, affiliates, agents, and representatives, from any liens, claims, damages, losses, expenses, and the like arising out of any actual or alleged breach of a warranty or agreement made in this partial waiver and release of claims and liens. In such a case, Applicant will pay Owner's and Contractor's reasonable attorneys' fees, court or arbitration costs, and expert witness and consultant fees.

For the Applicant:

Signature: \_\_\_\_\_  
(Only an Officer of the Company may sign)

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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

My commission expires: \_\_\_\_\_

**FINAL WAIVER AND RELEASE OF CLAIMS AND LIENS**

*Note: You must attach a copy of this document to your final application for payment.*

Accompanies final pay application (# \_\_\_\_\_) of \_\_\_\_\_.  
(or Invoice #) (date of Invoice)

Owner of Project: \_\_\_\_\_  
(or project name)

Contractor: DANIELS & DANIELS CONSTRUCTION CO., INC.

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

Applicant: \_\_\_\_\_  
(Subcontractor)

After being duly sworn, the undersigned testifies and agrees as follows on behalf of Applicant:

1. Applicant and I both warrant that I am authorized to execute this final waiver and release of claims and liens.

2. Applicant and I have been given an appropriate opportunity to review this document and discuss its legal effect with counsel of our choosing.

3. This final waiver and release of claims and liens is contingent on and not valid until Applicant actually receives final payment.

4. Applicant has assigned no liens or claims it may have arising out of its work on the Project.

5. For and in consideration of Contractor’s payment to Applicant of the final payment to which Applicant is entitled, Applicant waives and releases any liens or claims it may have arising out of its work on the Project to date or out of the labor, equipment, or materials furnished by Applicant’s subcontractors and suppliers to date.

6. This waiver and release applies to all liens and claims, including but not limited to those related to changes, delay, interference, acceleration, extra work, and the like.

7. Applicant's receipt of final payment does not necessarily constitute Contractor's acceptance of the work for which Applicant has been paid, and Applicant remains obligated to the Contractor to the full extent specified in the contract documents.

8. All subcontractors, suppliers, employees, laborers, materialmen, and others used or employed by Applicant in connection with the Project have been paid in full for the work they performed prior to the period covered by this pay application. All payrolls, material bills in connection with the Project that were received prior to the period covered by this pay application, sales tax and privilege tax or license have been paid in full. No obligations—legal, equitable, or otherwise—are owed by the undersigned in connection with its work on the Project except obligations arising during the period for which payment is now sought. All such obligations have been identified and documented in Applicant's pay application. This documentation includes all final applications for payment and all final waivers and releases of claims and liens that have been obtained from Applicant's subcontractors and suppliers. As to those obligations of Applicant, Applicant agrees to devote its payment to their satisfaction and warrants that the payment it seeks will be sufficient for that purpose.

9. Applicant agrees to defend, indemnify, and hold harmless Owner and Contractor, as well their sureties, affiliates, agents, and representatives, from any liens, claims, damages, losses, expenses, and the like arising out of any actual or alleged breach of a warranty or agreement made in this final waiver and release of claims and liens. In such a case, Applicant will pay Owner's and Contractor's reasonable attorneys' fees, court or arbitration costs, and expert witness and consultant fees.

For the Applicant:

Signature:

\_\_\_\_\_

(only an Officer of the company may sign)

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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

My commission expires: \_\_\_\_\_



## NORTH CAROLINA SALES AND USE TAX REPORT

CONTRACTOR: Daniels & Daniels Construction Co., Inc.

Page 1 of \_\_\_\_\_

SUBCONTRACTOR: \_\_\_\_\_ PROJECT: \_\_\_\_\_ FOR PERIOD: \_\_\_\_\_

INVOICE DATE	VENDOR NAME	INVOICE NUMBER	INVOICE TOTAL	COUNTY OF SALE*	COUNTY TAX PAID	STATE TAX PAID	TOTAL TAXES PAID
<b>TOTALS:</b>							

- If this is an out-of-state vendor, the County of Sale should be the county to which the merchandise was shipped.

I CERTIFY THAT THE ABOVE LISTED VENDORS WERE PAID SALES TAX UPON PURCHASE OF BUILDING MATERIALS DURING THE PERIOD COVERED BY THIS CONSTRUCTION ESTIMATE, AND THE PROPERTY UPON WHICH SUCH TAXES WERE PAID HAS BEEN OR WILL BE USED IN THE PERFORMANCE OF THIS CONTRACT. NO TAX ON PURCHASES OR RENTAL OF TOOLS AND/OR EQUIPMENT IS INCLUDED IN THE LIST ABOVE. ALL OF THE MATERIALS LISTED ABOVE BECAME A PART OF OR IS ANNEXED TO THE BUILDING OR STRUCTURE BEING ERECTED, ALTERED OR REPAIRED.

AFFIRMED TO AND SUBSCRIBED BEFORE ME  
THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
NOTARY PUBLIC  
\_\_\_\_\_  
COUNTY, NORTH CAROLINA

## **XI. CHANGE ORDERS**

Please be advised that all issues pertaining to this project will be assigned a tracking # by Daniels & Daniels Construction Co., Inc. Once a number is assigned to an issue, all correspondence pertaining to that issue must include the appropriate tracking #.

All formal changes to your contract amount will be assigned a Change Order #.

Written notification must be provided to Daniels & Daniels Construction Co, Inc. for all issues in which your organization considers there to be additional cost. This notice must be provided in accordance with the time frames noted in your subcontract agreement, as well as the Contract Documents.

## **XII. Second Tier Subcontracting Procedures**

Daniels and Daniels Construction Co., Inc. recognizes that under certain conditions a prime subcontractor may determine that it is in the best interest of the project to retain the services of one or more additional contractors (second tier subcontractors) to perform a defined portion (or portions) of the prime subcontractor's required scope of services. The determination that retaining the services of a second tier subcontractor is in the best interest of the project and the decision to proceed with a second tier subcontractor agreement is the sole responsibility of the prime subcontractor.

Given that Daniels and Daniels Construction Co., Inc. has responsibility under its contract with the Owner for the performance of the prime subcontractor and given that the Daniels and Daniels Construction Co., Inc. agreement is strictly with the prime subcontractor, Daniels and Daniels Construction Co., Inc. reserves the right to review and reject any proposed second tier subcontractor that is determined to be incapable of providing the quality required on the project; has not demonstrated the experience necessary to meet the contract requirements; or has performed on past contracts in a manner that is unacceptable for the present project. Such a determination will be based on the Daniels and Daniels Construction Co., inc. past experience and knowledge and/or additional information that may be requested of the prime subcontractor and proposed second tier subcontractor.

The execution of an agreement with a second tier subcontractor in no way alleviates the prime subcontractor of any of its responsibilities under its Agreement with Daniels and Daniels Co., Inc.



## **XI. Company Size Certification**

# Daniels & Daniels Construction Company, Inc.

## SUBCONTRACTOR/SUPPLIER SMALL BUSINESS CERTIFICATION

**COMPANY (LEGAL) NAME:**

**ADDRESS OF COMPANY:**

**NAME & TITLE OF PRIMARY CONTACT:**

**TELEPHONE NUMBER:**

**FAX NUMBER:**

**E-MAIL ADDRESS:**

**DATE COMPANY WAS ESTABLISHED / INCORPORATED:**

**TRADE & STANDARD INDUSTRIAL CODE (SIC):**

**NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS):**

**D-U-N-S NUMBER:**

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:**

**CAGE NUMBER:**

**BUSINESS SIZE OF COMPANY:**

(PLEASE CHECK ONE)

- Large Business** - A company whose business is not classified as any other business entity listed below.
- Small Business** - A company, including its affiliates, located in the U.S., organized for profit, independently owned and operated, not dominant in field of operations in which it performs work, and qualified as a Small Business under the criteria and size standards in 13 CFR, part 121. The general interpretation of this regulation is that a company is considered a Small Business if their revenues average \$42M or less over the past three years.

**BUSINESS CLASSIFICATION OF COMPANY:**

(PLEASE CHECK ALL THAT APPLY)

- Small Disadvantaged Business (to include 8(a) and Alaskan Native Corp. & Indian Tribes)** - A Small Business as defined above, owned and controlled by at least 1 socially and economically disadvantaged individual who is in good character, and a citizen of the U.S. **(Self-certifiable)**
- Woman Owned Small Business** - A Small Business as defined above, at least 51% owned by 1 or more women (or in the case of any publicly owned business, at least 51% of the stock is owned by 1 or more women), and whose management and daily business operations are controlled **by at least 1 woman. (Self-certifiable)**
- HUBZone Small Business** - A Small Business as defined above, at least 51% owned by U.S. citizen(s), and SBA-certified as a HUBZone (principal office located in an economically-distressed HUBZone area and 35% of employees live in any designated HUBZone).
- Veteran Owned Small Business** - A small Business as defined above, veteran-owned as defined in 38 USC 101 (2), at least 51% owned by 1 or more veterans (or in the case of any publicly owned business, at least 51% of the stock is owned by 1 or more veterans), and whose management and daily business operations are controlled by at least 1 veteran. **(Self-certifiable)**
- Service Disabled Veteran-Owned Small Business**  
A Small Business as defined above, veteran-owned, at least 51% owned by 1 or more service-disabled veterans (or in the case of any publicly owned business, at least 51% of the stock is owned by 1 or more service-disabled veterans), and whose management and daily business operations are controlled by at least 1 service-disabled veteran OR in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran, and with 0%-100% service-connected disability as defined in 38 USC 101(15) and documented on DD 214 or equivalent. **(Self-certifiable)**

**COMPANY REGISTERED WITH:**

(PLEASE ATTACH ALL RELEVANT CERTIFICATION FORMS)

- Small Business Administration (SBA)
- System for Award Management (SAM)  
*(please note, for federal projects your company must be registered on [www.sam.gov](http://www.sam.gov))*
- NCDOT - DBE / ACDBE / SPSF / MBE / WBE / SBE  
*(please circle all that apply)*
- Please check this box if you would like to be contacted by our Small Business Administrator for additional assistance in registering for any of the above certifications.

## SUBCONTRACTOR/SUPPLIER SMALL BUSINESS CERTIFICATION

COMPANY SIZE DETERMINATION:

Has company previously been the subject of a formal SBA size determination? If yes, what SBA office?

Yes     No

When?

Number of employees:

*(Includes full-time, part-time, temporary, seasonal, or periodic employees)*

What is the company's federal year ending tax date?

Gross sales or receipt of company for each of its most recently completed three fiscal years as of the date of bid or offer:

Year

Year \_\_\_\_\_

Year \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

I hereby certify that all information contained above, and in exhibits and attachments, are true and correct to the best of my knowledge and belief. I understand that this information is being submitted for the purpose of assisting Daniels & Daniels Construction Company, Inc. in making a size determination in order that my business may receive assistance under the laws and regulations administered by the U.S. Small Business Administration.

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date of Signing: \_\_\_\_\_

Should you have any questions, please contact Tara Shaw - Small Business Administrator





## **XIV. Safety Plan**

Please be aware the following is for quick reference of Daniels & Daniels Construction Company's Safety Plan. For the full copy of our Safety Plan, obtain a copy from your PM or Superintendent on your job site.

## Safety Guidelines and Rules for Subcontractors:

As our Subcontractor, you have the duty and responsibility, at all times, to see that the conditions under which all personnel work are safe; that everyone is adequately instructed in the safe method of doing their job; and that all personnel on the job site use safe work practices to prevent accidents from occurring.

You must know and enforce all of the safety rules and regulations applicable to your scope of work. This includes all local, state and federal codes. Project site safety must be foremost in our day-to-day activities. You should include safety subjects in your staff meetings and in the training and supervision of your personnel. Accident and fire prevention is considered a part of the daily work of all personnel. Always consider safety in the planning and execution of the tasks you are contracted to perform.

The Safety Director of Daniels and Daniels will make safety inspections on a periodic basis. A review of your equipment, tools, machinery, etc., and their utilization will be made during inspections. Daniels and Daniels also expects you to conduct your own safety inspections of personnel and equipment at regular intervals. A record of these inspections should be made and be made available for our review when requested. A copy of your Safety Program will be provided to Daniels and Daniels for its records.

### **SPECIFIC SAFETY RULES: The following safety rules deserve special emphasis:**

*OSHA's big ticket items (the big four): Fall protection, Trenching, Electrocutation, and Backing/Crushing.*

1. **HARD HATS MUST BE WORN AT ALL TIMES DURING ALL PHASES OF WORK.** Hard Hats Required signs will be posted at the job site. There will be **NO EXCEPTIONS** unless specifically authorized by Daniels and Daniels' safety director. Any personal protective equipment needed will be provided by the subcontractor and used by their personnel.
2. All personnel are to be dressed neat and orderly. Full-length shirts are required with shirtsleeves no less than six (6) inches. Full length pants, No shorts.
3. Leather work shoes are required, hardened steel toes recommended. **No tennis shoes are allowed.**
4. Work tools are to be kept secure at all times. No personnel will leave any tools unattended or loose in a vehicle that could allow access by unauthorized persons. An inventory of all tools at the job site should be kept and updated as tools are added or removed.
5. All tools will have proper wiring and **GROUND FAULT CIRCUIT INTERRUPTERS** will be used at all times on all electrical equipment. Electric switches are to be identified and proper Lockout/Tagout procedures will be used and enforced. Only a qualified, vendor-trained person will operate any powder-actuated tools. Any tool found to be defective will be removed from the work site immediately.





6. All ladders and scaffolding will be inspected periodically and used in a safe and prudent manner. Guard rails and other personnel safety harness, rope and cables will be in proper working condition and used when needed. **Fall protection will be used on ALL walking working surfaces above 6'-0"**
7. **All MSDS Logs must be on hand and up-to-date** for all materials used at the job site. All containers will be properly identified and labeled for the contents. A copy of your MSDS Log will be provided to Daniels and Daniels and a copy of any additional MSDS sheets will be provided as necessary.
8. The work area will be maintained in neat and orderly fashion at all times. Debris will be kept to a minimum to prevent any tripping or other hazards to personnel in the area. **The cleaning of the work site area is the responsibility of each Subcontractor and not the responsibility of Daniels and Daniels**
9. Any heavy equipment must be **properly maintained and operated only by qualified personnel**. Equipment must have seat belts, back-up alarms, rollover protection and fire extinguishers. Flagmen will be in place when needed. All equipment will be kept locked at all times when not in use to prevent unauthorized operation.
10. Proper barricades will be used as needed along with proper warning signs alerting personnel of a hazard.
11. Trenches and excavations will be done using accepted engineering practices. Use of protective systems such as trench boxes will be employed when required.
12. Any additional safety items or procedures not specified will be used when required to insure full compliance with all local, state and federal codes and OSHA Regulations.

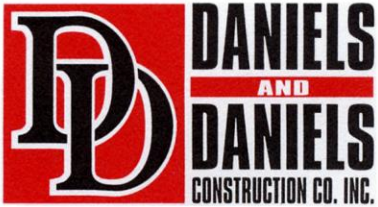
**Train your employee's to be aware of the area and the environment in which they are working. Other persons in the area could make unauthorized use of work tools that could result in unwanted and dangerous results. Be alert at all times.**

I acknowledge that I understand and I accept the policies and will follow them in my daily work for Daniels & Daniels Construction Company, Inc.

Jobsite: \_\_\_\_\_

Company Name: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_



P.O. BOX 10337 • GOLDSBORO, N.C. 27532  
919-778-4525 • FAX 919-778-6850

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## **Compliance with Safety Guidelines and Rules for Subcontractors:**

*In order to insure full compliance with the Safety Guidelines and Rules outlined in the attached document, Daniels & Daniels will utilize the following Disciplinary Policy for Subcontractors who do not comply.*

Any Subcontractor found to be in non-compliance of any local, state or federal health or safety code, including but not limited to OSHA Regulations (“Safety Regulations”), will be subject to the following disciplinary procedure:

**First Offense:** Daniels & Daniels’ Superintendent will have a thorough discussion of the violation with the individuals involved followed by written notification to the Subcontractor’s office and Daniels & Daniels’ Safety Director.

**Second Offense:** If there is another violation of Safety Regulations by the same Subcontractor a written disciplinary notification will be forwarded to the Subcontractor’s office and Daniels & Daniels’ Safety Director. If the violation is a repeat of the first violation by the same individual, that individual will be removed from the job site.

**Third Offense:** The third violation of any Safety Regulations by the same Subcontractor will require that a meeting with the owner of the Subcontracting firm be scheduled immediately with the Daniels & Daniels Project Manager, Superintendent and Safety Director. At this time the owner will be instructed any further violations will be considered total non-compliance and could result in termination of their contract unless there is a complete agreement from the owner to comply.

**Fourth Offense:** Violation of any Safety Regulations at this time will result in immediate termination of the subcontractor’s contract.

**The undersigned Subcontractor agrees that any penalty payment required of Daniels & Daniels resulting from an OSHA citation arising out of the Subcontractor’s non-compliance with Safety Regulations will be charged against the Subcontractor’s contract balance.**

Jobsite: \_\_\_\_\_

Company Name: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_





P.O. BOX 10337 ♦ GOLDSBORO, N.C. 27532

PHONE 919-778-4525 ♦ FAX 919-778-6850

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## **XV. EQUAL EMPLOYMENT OPPORTUNITY**

Daniels and Daniels Construction Company, Inc. and Insperity provide equal employment opportunities to all employees and applicants in all company facilities without regard to race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information, or sexual orientation in accordance with applicable federal, state and local laws.

This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

