

EXHIBIT 6

Project Manual Engineering Plans and Specifications



ARCHITECTURE ENGINEERING INTERIOR DESIGN LANDSCAPE ARCHITECTURE

RECEIVED

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PUBLIC SERVICE
COMMISSION

LOOPED WATER LINES, PHASE 14 CRITTENDEN, KENTUCKY

FOR

BULLOCK PEN WATER DISTRICT

MAY 2015

PROJECT MANUAL

Set No.

Addendum Number 1

Looped Water Lines, Phase 14
Bullock Pen Water District

June 5, 2015

Engineer: CMW, Inc.
400 East Vine Street, Suite 400
Lexington, Kentucky 40507
(859) 254-6623

TO: All Planholders of Record

This addendum forms a part of the Bidding and Contract Documents and modifies the original Bidding and Contract Documents dated May, 2015, and any previously issued addenda. Acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification. This addendum consists of one (1) page.

1. GENERAL

- A. The Engineer's estimate for Contract #1 is \$133,950; Contract #2 is \$95,900; Contract #3 is \$231,200; and Contract #4 is \$111,600.
- B. All contracts are included in the same plans and specifications. In other words, there is only one set of plans and specifications for all contracts.
- C. A separate Bid Bond is required for each contract.
- D. Each contract will be awarded separately.

End of Addendum Number 1

PROJECT MANUAL

FOR

**LOOPED WATER LINES, PHASE 14
CRITTENDEN, KENTUCKY**

FOR

BULLOCK PEN WATER DISTRICT

OWNER:

BULLOCK PEN WATER DISTRICT

MAY 2015

**CMW, INC
400 E. VINE STREET
SUITE 400
LEXINGTON, KENTUCKY 40507**

CMW PROJECT NO. 13059.01

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ADVERTISEMENT FOR BIDS

Bullock Pen Water District

Separate sealed BIDS for Looped Water Lines, Phase 14 – Bullock Pen Water District, Crittenden, Kentucky, will be received by the Owner at the office of Bullock Pen Water District, Crittenden, Kentucky, until 11:00 am EDT on Friday, June 12, 2015 and then publicly opened and read aloud.

Construction of Contract 1 – White Chapel/Chipman Ridge section of the Looped Water Lines, Phase 14 project will consist of construction of 1,440' of 6" PVC waterline, 500' of 8" HDPE waterline, jack & bored casing pipe, directional bored casing pipe, gate valves, wet tap, dry tap, air release valve, fire hydrant, bypass meter, and all other necessary appurtenances.

Construction of Contract 2 – Mitts/Chipman Ridge section of the Looped Water Lines, Phase 14 project will consist of construction of 2,720' of 6" PVC waterline, 160' of 8" HDPE waterline, service lines, directional bored casing pipe, gate valves, wet tap, dry tap, air release valve, fire hydrant, meters, and all other necessary appurtenances.

Construction of Contract 3 – Williamstown Master Meter Connection section of the Looped Water Lines, Phase 14 project will consist of construction of 1,940' of 6" PVC waterline, 520' of 8" HDPE waterline, jack & bored casing pipe, gate valves, wet tap, dry tap, air release valve, fire hydrant, master meter assembly, and all other necessary appurtenances.

Construction of Contract 4 – Vallandingham/Osborne section of the Looped Water Lines, Phase 14 project will consist of construction of 2,100' of 6" PVC waterline, 380' of 8" HDPE waterline, service lines, directional bored casing pipe, gate valves, dry taps, air release valve, fire hydrants, meters, concrete & pipe encasement, asphalt replacement, gravel driveway replacement, and all other necessary appurtenances.

The CONTRACT DOCUMENTS may be examined at the following locations:

- CMW, Inc., 400 E. Vine Street, Suite 400, Lexington, KY
- Bullock Pen Water District, 1 Farrell Drive, Crittenden, KY
- Associated General Contractors/McGraw Hill/Dodge Plan Room, 950 Contract Street, Suite 100A, Lexington, KY
- Allied Construction Industries, 1010 Yale Avenue, Cincinnati, OH
- Reed Construction Data/ABC Plan Room, 1812 Taylor Avenue, Louisville, KY
- Reed Construction Data/ABC Plan Room, 2020 Liberty Road, Suite 110, Lexington, KY
- F. W. Dodge Plan Room, Grant Baldwin Building, 655 Eden Park Road, Suite 515, Cincinnati, OH 45202

Copies of the CONTRACT DOCUMENTS may be obtained from Lynn Imaging, 328 Old Vine Street, Lexington, KY 40507, phone (859) 255-1021 upon the following non-refundable payment of \$75.00 for each set. Make check payable to CMW, Inc.

If bidding documents are requested to be sent by mail, include an additional cost for each set to cover cost of handling and postage. This check shall be made payable to Lynn Imaging.

The Owner reserves the right to waive any informality or to reject any or all bids.

**LOOPED WATER LINES, PHASE 14
BULLOCK PEN WATER DISTRICT**

13059.01

Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the Information for Bidders.

No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Award will be made to the lowest, responsive, responsible Bidder unless all bids are rejected.

Each bidder must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, and Contract Work Hours Standard Act.

Each bidder must comply with the President's Executive Order No. 11246 as amended, which prohibits discrimination in employment regarding race, creed, color, sex or national origin.

Each bidder shall provide a Certification of Prior Work under Executive Order 11246 (Equal Employment Opportunity) as amended.

Each bidder and their subcontractors will comply with 41 CFR 60-4, in regard to Affirmative Action, to insure equal opportunity to females and minorities and will apply the time table and goal set forth in 41 CFR 60-4.

Each bidder will make positive efforts to use small, minority, woman owned and disadvantaged businesses.

This contract is being funded in part with the Kentucky Infrastructure Authority Federal Assisted Drinking Water Revolving Fund Loan.

This contract will be subject to DOW Procurement Guidance including the Davis-Bacon Act.

May 22, 2015

Date

BULLOCK PEN WATER DISTRICT
CRITTENDEN, KENTUCKY

CMW, INC.
400 E. VINE STREET
SUITE 400
LEXINGTON, KENTUCKY

SECTION 00100 - INFORMATION FOR BIDDERS

BIDS will be received by Bullock Pen Water District (herein called the "OWNER") at the office of the Bullock Pen Water District, 1 Farrell Drive, Crittenden, Kentucky, until 11:00 am EDT on Friday, June 12, 2015, and then publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to Bullock Pen Water District, 1 Farrell Drive, Crittenden, Kentucky 41311. Each sealed envelope containing a BID must be plainly marked on the outside as BID for Contract 1 – White Chapel/Chipman Ridge section, or Contract 2 – Mitts/Chipman Ridge section, or Contract 3 – Williamstown Master Meter Connection section, or Contract 4 – Vallandingham/Osborne section of the Looped Water Lines, Phase 14, Bullock Pen Water District, Crittenden, Kentucky and the envelope should bear on the outside the name of the BIDDER, his address, and his license number, if applicable. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at P. O. Box 188, Crittenden, KY 41030.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informality or minor defects, or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the contractor from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID bond payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract. The performance BOND must be valid for one year beyond the date of acceptance of the completed project.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the Property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER AND CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest, responsive, responsible BIDDER unless all bids are rejected. Determination of responsive bid will be based on bid being delivered before 11:00 a.m. on the day of the bid opening, all items completed on bid form, all addendums (if any) acknowledged on bid form, bid bonds included with bid and "Authentication of Bid and Affidavit of Non-Collusion and Non-Conflict of Interest" included with bid. The responsibility of bidder will be determined after evaluation of bid and review of contractor's qualifications, as listed in Section 01010-3.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

**LOOPED WATER LINES, PHASE 14
BULLOCK PEN WATER DISTRICT**

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Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is CMW, Inc. The ENGINEER'S address is 400 E. Vine Street, Suite 400, Lexington, KY 40507.

No BIDDER may withdraw his bid within 90 days after the actual date of the opening thereof.

Each BIDDER must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, and Contract Work Hours Standard Act.

Each BIDDER must comply with the President's Executive Order No. 11246 as amended, which prohibits discrimination in employment regarding race, creed, color, sex or national origin.

Each BIDDER shall provide a Certification of Prior Work under Executive Order 11246 (Equal Employment Opportunity) as amended.

Each BIDDER and their subcontractors will comply with 41 CFR 60-4, in regard to Affirmative Action, to insure equal opportunity to females and minorities and will apply the time table and goal set forth in 41 CFR 60-4.

Each BIDDER will make positive efforts to use small, minority, woman owned and disadvantaged businesses.

This contract is being funded in part with the Kentucky Infrastructure Authority Federal Assisted Drinking Water Revolving Fund Loan.

This contract will be subject to DOW Procurement Guidance including the Davis-Bacon Act.

END SECTION

BID

CONTRACT 1 - WHITE CHAPEL/CHIPMAN RIDGE
LOOPEd WATER LINES, PHASE 14
BULLOCK PEN WATER DISTRICT

Proposal of _____ (hereinafter called "BIDDER"),
a _____ * organized and existing under the laws of the State of
_____ doing business as _____

To the Bullock Pen Water District (hereinafter called "OWNER").

* Insert "a corporation", "a partnership", or "an individual" as applicable.

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Contract 1 – White Chapel/Chipman Ridge section of the Looped Water Lines, Phase 14, project for the Bullock Pen Water District, Crittenden, Kentucky, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, the BIDDER certifies, and in the case of a joint BID each party there to certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the base bid within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

**LOOPED WATER LINES, PHASE 14
BULLOCK PEN WATER DISTRICT**

13059.01

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for CONTRACT 1 - WHITE CHAPEL/CHIPMAN RIDGE of the LOOPED WATER LINES, PHASE 14 project for the following unit prices:

- NOTE:
- (1) BIDS shall include sales tax and all other applicable taxes and fees.
 - (2) Breakdown of work is for general information. Any work shown on Drawings and/or specified but not listed below shall be included in total base bid. Cost of items of work not specifically described below may be added to related bid item(s) at bidder's discretion.

BID SCHEDULE

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
2.	6" PVC SDR14 Water Main, C900 Class 200	1,440	LF	\$	\$
4.	8" HDPE DR7 Water Main, Class 267	500	LF	\$	\$
5.	Connection to Existing 6" Water Main (Dry Tap)	1	EA	\$	\$
6.	Wet Tap Existing 6" Water Main (Sleeve and Valve)	1	EA	\$	\$
7.	6" Gate Valve, Complete with Box and Cover	1	EA	\$	\$
10.	Air Release Valve	1	EA	\$	\$
11.	Jack and Bore with 10" Steel Casing Pipe	25	LF	\$	\$
14.	Directional Bore 12" HDPE Casing Pipe	460	LF	\$	\$
16.	Extra Crushed Stone Bedding	10	TONS	\$	\$
17.	Extra 3/4" PE Service Line	10	LF	\$	\$
21.	Extra Reconnect Water Meter	1	EA	\$	\$
22.	By-Pass Meter	1	EA	\$	\$
23.	Reconnect Existing Fire Hydrant Assembly	1	EA	\$	\$
24.	Extra Repair Asphalt Pavement	10	SY	\$	\$
25.	Extra Repair Gravel Driveway with 2" Compacted DGA	10	SY	\$	\$

**LOOPED WATER LINES, PHASE 14
BULLOCK PEN WATER DISTRICT**

13059.01

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
27.	Extra 10" PVC Casing Pipe with Concrete Encasement at Creek Crossing	14	LF	\$	\$

TOTAL PART I: BASE BID

\$ _____
(USE FIGURES)

(USE WORDS)

TOTAL AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT AS WRITTEN IN WORDS SHALL GOVERN.

The above price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the General Conditions.

Determination of low bidder will be based on the lowest and best Total Bid. Award will be made to the lowest responsive, responsible Bidder.

The Bidder agrees that the Owner reserves the right to delete the whole or any part of the project from the Contract.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within ten (10) days and deliver a surety bond or bonds as required by Article 22 of the General Conditions.

Respectfully submitted:

(Name of Contracting Firm)

BY: _____

ADDRESS: _____

TITLE: _____

DATE: _____

Seal (If Bid by Corporation)

License No. (if applicable)

Attest: _____

END BID FORM

BID

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BID

CONTRACT 2 - MITTS/CHIPMAN RIDGE
LOOPED WATER LINES, PHASE 14
BULLOCK PEN WATER DISTRICT

Proposal of _____ (hereinafter called "BIDDER"),
a _____ * organized and existing under the laws of the State of
_____ doing business as _____

To the Bullock Pen Water District (hereinafter called "OWNER").

* Insert "a corporation", "a partnership", or "an individual" as applicable.

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Contract 2 – Mitts/Chipman Ridge section of the Looped Water Lines, Phase 14, project for the Bullock Pen Water District, Crittenden, Kentucky, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, the BIDDER certifies, and in the case of a joint BID each party there to certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the base bid within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

**LOOPED WATER LINES, PHASE 14
BULLOCK PEN WATER DISTRICT**

13059.01

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for CONTRACT 2 - MITTS/CHIPMAN RIDGE of the LOOPED WATER LINES, PHASE 14 project for the following unit prices:

- NOTE: (1) BIDS shall include sales tax and all other applicable taxes and fees.
- (2) Breakdown of work is for general information. Any work shown on Drawings and/or specified but not listed below shall be included in total base bid. Cost of items of work not specifically described below may be added to related bid item(s) at bidder's discretion.

BID SCHEDULE

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	6" PVC SDR21 Water Main, Class 200	940	LF	\$	\$
2.	6" PVC SDR14 Water Main, C900 Class 200	1,780	LF	\$	\$
4.	8" HDPE DR7 Water Main, Class 267	160	LF	\$	\$
5.	Connection to Existing 6" Water Main (Dry Tap)	1	EA	\$	\$
6.	Wet Tap Existing 6" Water Main (Sleeve and Valve)	1	EA	\$	\$
7.	6" Gate Valve, Complete with Box and Cover	2	EA	\$	\$
8.	Fire Hydrant Assembly	1	EA	\$	\$
10.	Air Release Valve	1	EA	\$	\$
14.	Directional Bore 12" HDPE Casing Pipe	140	LF	\$	\$
16.	Extra Crushed Stone Bedding	10	TONS	\$	\$
17.	3/4" PE Service Line	100	LF	\$	\$
18.	New Water Meter	1	EA	\$	\$
21.	Reconnect Water Meter	1	EA	\$	\$
22.	By-Pass Meter	1	EA	\$	\$
24.	Extra Repair Asphalt Pavement	10	SY	\$	\$

**LOOPED WATER LINES, PHASE 14
BULLOCK PEN WATER DISTRICT**

13059.01

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
25.	Extra Repair Gravel Driveway with 2" Compacted DGA	10	SY	\$	\$
27.	Extra 10" PVC Casing Pipe with Concrete Encasement at Creek Crossing	14	LF	\$	\$

TOTAL PART I: BASE BID

\$ _____
(USE FIGURES)

(USE WORDS)

TOTAL AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT AS WRITTEN IN WORDS SHALL GOVERN.

The above price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the General Conditions.

Determination of low bidder will be based on the lowest and best Total Bid. Award will be made to the lowest responsive, responsible Bidder.

The Bidder agrees that the Owner reserves the right to delete the whole or any part of the project from the Contract.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within ten (10) days and deliver a surety bond or bonds as required by Article 22 of the General Conditions.

Respectfully submitted:

(Name of Contracting Firm)

BY: _____

ADDRESS: _____

TITLE: _____

DATE: _____

Seal (If Bid by Corporation)

License No. (if applicable)

Attest: _____

END BID FORM
BID

BID

CONTRACT 3 – WILLIAMSTOWN MASTER METER CONNECTION
LOOPED WATER LINES, PHASE 14
BULLOCK PEN WATER DISTRICT

Proposal of _____ (hereinafter called "BIDDER"),
a _____ * organized and existing under the laws of the State of
_____ doing business as _____

To the Bullock Pen Water District (hereinafter called "OWNER").

* Insert "a corporation", "a partnership", or "an individual" as applicable.

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Contract 3 – Williamstown Master Meter Connection section of the Looped Water Lines, Phase 14, project for the Bullock Pen Water District, Crittenden, Kentucky, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, the BIDDER certifies, and in the case of a joint BID each party there to certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the base bid within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

**LOOPED WATER LINES, PHASE 14
BULLOCK PEN WATER DISTRICT**

13059.01

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for CONTRACT 3 – WILLIAMSTOWN MASTER METER CONNECTION of the LOOPED WATER LINES, PHASE 14 project for the following unit prices:

- NOTE: (1) BIDS shall include sales tax and all other applicable taxes and fees.
- (2) Breakdown of work is for general information. Any work shown on Drawings and/or specified but not listed below shall be included in total base bid. Cost of items of work not specifically described below may be added to related bid item(s) at bidder's discretion.

BID SCHEDULE

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	6" PVC SDR21 Water Main, Class 200	1,940	LF	\$	\$
3.	8" HDPE DR9 Water Main, Class 200	520	LF	\$	\$
5.	Connection to Existing 6" Water Main (Dry Tap)	1	EA	\$	\$
7.	6" Gate Valve, Complete with Box and Cover	1	EA	\$	\$
8.	Fire Hydrant Assembly	1	EA	\$	\$
10.	Air Release Valve	1	EA	\$	\$
11.	Jack and Bore with 10" Steel Casing Pipe	40	LF	\$	\$
12.	Jack and Bore with 12" Steel Casing Pipe	440	LF	\$	\$
16.	Extra Crushed Stone Bedding	10	TONS	\$	\$
17.	Extra 3/4" PE Service Line	10	LF	\$	\$
21.	Extra Reconnect Water Meter	1	EA	\$	\$
24.	Extra Repair Asphalt Pavement	10	SY	\$	\$
25.	Extra Repair Gravel Driveway with 2" Compacted DGA	10	SY	\$	\$
26.	Wet Tap Existing 8" Water Main (Sleeve and Valve)	1	EA	\$	\$

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
27.	Extra 10" PVC Casing Pipe with Concrete Encasement at Creek Crossing	14	LF	\$	\$
28.	Master Meter Vault and Assembly, Include All Items on the Master Meter Details Sheet 3.1M	1	Lump Sum	\$	\$

TOTAL PART I: BASE BID

\$ _____
(USE FIGURES)

(USE WORDS)

TOTAL AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT AS WRITTEN IN WORDS SHALL GOVERN.

The above price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the General Conditions.

Determination of low bidder will be based on the lowest and best Total Bid. Award will be made to the lowest responsive, responsible Bidder.

The Bidder agrees that the Owner reserves the right to delete the whole or any part of the project from the Contract.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within ten (10) days and deliver a surety bond or bonds as required by Article 22 of the General Conditions.

Respectfully submitted:

(Name of Contracting Firm)

BY: _____

ADDRESS: _____

TITLE: _____

DATE: _____

Seal (If Bid by Corporation)

License No. (if applicable)

Attest: _____

END BID FORM

BID

BID

CONTRACT 4 - VALLANDINGHAM/OSBORNE
LOOPED WATER LINES, PHASE 14
BULLOCK PEN WATER DISTRICT

Proposal of _____ (hereinafter called "BIDDER"),
a _____ * organized and existing under the laws of the State of
_____ doing business as _____

To the Bullock Pen Water District (hereinafter called "OWNER").

* Insert "a corporation", "a partnership", or "an individual" as applicable.

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Contract 4 – Vallandingham/Osborne section of the Looped Water Lines, Phase 14, project for the Bullock Pen Water District, Crittenden, Kentucky, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, the BIDDER certifies, and in the case of a joint BID each party there to certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the base bid within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

**LOOPED WATER LINES, PHASE 14
BULLOCK PEN WATER DISTRICT**

13059.01

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for CONTRACT 4 - VALLANDINGHAM/OSBORNE of the LOOPED WATER LINES, PHASE 14 project for the following unit prices:

- NOTE: (1) BIDS shall include sales tax and all other applicable taxes and fees.
- (2) Breakdown of work is for general information. Any work shown on Drawings and/or specified but not listed below shall be included in total base bid. Cost of items of work not specifically described below may be added to related bid item(s) at bidder's discretion.

BID SCHEDULE

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	6" PVC SDR21 Water Main, Class 200	1,460	LF	\$	\$
2.	6" PVC SDR14 Water Main, C900 Class 200	640	LF	\$	\$
4.	8" HDPE DR7 Water Main, Class 267	380	LF	\$	\$
5.	Connection to Existing 6" Water Main (Dry Tap)	2	EA	\$	\$
7.	6" Gate Valve, Complete with Box and Cover	4	EA	\$	\$
9.	Remove and Relocate Fire Hydrant Assembly	1	EA	\$	\$
10.	Air Release Valve	1	EA	\$	\$
13.	Open Cut with 10" PVC Casing Pipe	30	LF	\$	\$
14.	Directional Bore 12" HDPE Casing Pipe	210	LF	\$	\$
15.	12" HDPE Casing Pipe with Concrete Encasement at Creek	20	LF	\$	\$
16.	Extra Crushed Stone Bedding	10	TONS	\$	\$
17.	3/4" PE Service Line	150	LF	\$	\$
19.	Relocate Water Meter	1	EA	\$	\$
20.	Replace Water Meter and Include PRV	1	EA	\$	\$
21.	Extra Reconnect Water Meter	1	EA	\$	\$
22.	By-Pass Meter	1	EA	\$	\$
23.	Reconnect Existing Fire Hydrant Assembly	1	EA	\$	\$

**LOOPED WATER LINES, PHASE 14
BULLOCK PEN WATER DISTRICT**

13059.01

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
24.	Repair Asphalt Pavement	10	SY	\$	\$
25.	Repair Gravel Driveway with 2" Compacted DGA	200	SY	\$	\$
27.	Extra 10" PVC Casing Pipe with Concrete Encasement at Creek Crossing	14	LF	\$	\$

TOTAL PART I: BASE BID

\$ _____
(USE FIGURES)

(USE WORDS)

TOTAL AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT AS WRITTEN IN WORDS SHALL GOVERN.

The above price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the General Conditions.

Determination of low bidder will be based on the lowest and best Total Bid. Award will be made to the lowest responsive, responsible Bidder.

The Bidder agrees that the Owner reserves the right to delete the whole or any part of the project from the Contract.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within ten (10) days and deliver a surety bond or bonds as required by Article 22 of the General Conditions.

Respectfully submitted:

(Name of Contracting Firm)

BY: _____

ADDRESS: _____

TITLE: _____

DATE: _____

Seal (If Bid by Corporation)

License No. (if applicable)

Attest: _____

END BID FORM

**Exhibit F-4
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and _____
_____ as Surety, are hereby held and firmly
bound unto _____
as OWNER in the penal sum of _____

for payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed, this _____ day of _____, 20 ____.
The Condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain
BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for
the _____

NOW, THEREFORE,

(a) If said BID shall be rejected, or
(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in
the Form of Contract attached hereto (properly completed in accordance with said BID)
and shall furnish a BOND for his faithful performance of said contract, and for the
payment of all persons performing labor or furnishing materials in connection therewith,
and shall in all other respects perform the agreement created by the acceptance of said
BID, then, this obligation shall be void, otherwise the same shall remain in force and
effect; it being expressly understood and agreed that the liability of the Surety for any
and all claims hereunder shall, in no event, exceed the penal amount of this obligation as
herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its BOND shall be in no way impaired or affected by any extension of the
time within which the OWNER may accept such BID; and said Surety does hereby waive
notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and
seals, and such of them as are corporations have caused their corporate seals to be hereto
affixed and these presents to be signed by their proper officers, the day and year first set
forth above.

_____(L.S.)
Principal

Surety

By: _____

IMPORTANT -- Surety companies executing BONDS must appear on the Treasury
Department's most current list (circular 570 as amended) and be authorized to transact
business in the state where the project is located.

**AUTHENICATION OF BID AND AFFIDAVIT OF NON-COLLUSION AND
NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 432.170:

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other contractor, vendor of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid has not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the official opening of the bid;
4. That the bidder is legally entitled to enter into the contracts with the Bullock Pen Water District and is not in violation of any prohibited conflicts of interest;
5. (Applicable to corporations only) That as a foreign corporation we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State of _____ or, that as a domestic corporation we are in good standing with the Secretary of State, Commonwealth of Kentucky _____. (Check the statement applicable.)
6. That this offer is for 90 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Bullock Pen Water District of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this Affidavit.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID

Signed by _____
 Title _____
 Firm _____ Telephone No. _____
 Address _____ Area Code _____
 _____ Date _____
 City _____ State ____ Zip _____

END SECTION

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2015, by and between Bullock Pen Water District hereinafter called "OWNER" and _____, doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Looped Water Lines, Phase 14, Bullock Pen Water District, Crittenden, Kentucky.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the water line within 60 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____, or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- A. Advertisement
- B. Information to Bidders
- C. Bid
- D. Bid Bond

- E. Agreement
- F. Performance Bond
- G. Payment Bond
- H. General Conditions
- I. Notice to Proceed
- J. Change Order
- K. Drawings prepared by CMW, Inc. numbered 0.1 thru 4.1 dated May, 2015.
- L. SPECIFICATIONS prepared or issued by CMW, Inc. and dated May, 2015.

ADDENDA:

No.	_____	dated _____, 20_____.
	_____	dated _____, 20_____.
	_____	dated _____, 20_____.
	_____	dated _____, 20_____.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in 6 copies each of which shall be deemed an original on the date first above written.

(SEAL)

OWNER:

ATTEST:

BULLOCK PEN WATER DISTRICT

BY _____

NAME Amy Johnson
(Please Type)

NAME Bobby Burgess
(Please Type)

TITLE Office Manager

TITLE Chairman

AND

(SEAL)

CONTRACTOR:

ATTEST:

BY _____

NAME _____
(Please Type)

NAME _____
(Please Type)

TITLE _____

ADDRESS _____

EMPLOYER IDENTIFICATION NUMBER:

END SECTION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a , _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
_____ Dollars, (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made,
we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the ___ day of _____, 20___, a copy of
which is hereto attached and made a part hereof for the construction of:

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original
term thereof, and any extensions thereof which may be granted by the OWNER, with or without
notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims

and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____(number) counterparts, each one of which shall be deemed an original, this the _____ day of, _____ 20__ .

ATTEST:

Principal

Principal Secretary

By(s) _____

(SEAL)

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

Surety Secretary

(SEAL)

(Witness as to Surety)

By _____
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and must be authorized to transact business in the state where the PROJECT is located.

**Exhibit F-7
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of: _____

NOW THEREFORE, if the Principal shall promptly make payments to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does

hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each (Number) one of which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

Principal

Principal Secretary

By _____ (s)

(SEAL)

(Witness as to Principal) (Address)

(Address)

ATTEST:

Surety

Surety Secretary

By _____ (s)

(SEAL)

(Witness as to Surety) Attorney-in-Fact

By _____

(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and must be authorized to transact business in the state where the PROJECT is located.

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in the Contract Price
15. Time for Completion and Liquidated Damages

16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Arbitration
31. Taxes

1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA -- Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3 BID -- The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER -- Any person, firm or corporation submitting a BID for the WORK.

1.5 BONDS -- Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER -- A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS -- The contract, including Advertisement For Bids, Information for Bidders, BID, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.

1.8 CONTRACT PRICE -- The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME -- The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR -- The person, firm or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS -- The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

1.12 ENGINEER -- The person, firm or corporation named as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER -- A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD -- The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED -- Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 OWNER -- A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.17 PROJECT -- The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE -- The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS -- All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS -- A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.21 SUBCONTRACTOR -- An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the work at the site.

1.22 SUBSTANTIAL COMPLETION -- That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the

PROJECT or specified part can be utilized for the purposes for which it is intended.

1.23 SUPPLEMENTAL GENERAL CONDITIONS -- Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER -- Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK -- All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE--Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the

CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK.

Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests or approvals by the engineer or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and re-placed at the CONTRACTOR'S expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover,

expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools. And equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be

deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CON-

TRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

11.1 The CONTRACTOR will be responsible for initiating, maintaining

and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase

or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15)

percent of the actual cost of the WORK to cover the cost of general overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of

such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather: and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. CORRECTION OF WORK

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and reexecute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten

(10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. SUBSURFACE CONDITIONS

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS: or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take

possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery, thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the

CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. PAYMENTS TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a

progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, shall reduce retainage to five (5%) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably, stored either at or near the site.

19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole

responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agent s harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the

CONTRACTOR shall be resumed, in accordance, with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT

DOCUMENTS or the Performance BOND and Payment BONDS.

21. INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the

WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him.

Insurance shall be written with a limit of liability of not less than, \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount

of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

22. CONTRACT SECURITY

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within

ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. SEPARATE CONTRACTS

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that renders it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

26. SUBCONTRACTING

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and

execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. LAND AND RIGHTS-OF-WAY

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the

completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

30. ARBITRATION

30.1 All claims, disputes and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 20, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

30.2 Notice of the demand for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be filed with the ENGINEER. Demand for arbitration shall in no event be made

and any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.

30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

31. TAXES

31.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

**SUPPLEMENTAL GENERAL CONDITIONS
FOR
CLEAN WATER STATE REVOLVING FUND
DRINKING WATER STATE REVOLVING FUND
(Drinking Water and Wastewater)**

**Project Name: LOOPED WATER LINES, PHASE 14
BULLUCK PEN WATER DISTRICT**

Project Number: 13059

The attached instructions and regulations as listed below shall be incorporated into the Specifications and comprise Special Conditions.

	<u>Attachment No.</u>
SRF Special Provisions	1
40 CFR 31.36 (Procurement)	2
KRS Chapter 45A-Kentucky Model Procurement Code	3
Equal Employment Opportunity (EEO) Documents:	
Notice of Requirement for Affirmative Action	4
Contract Specifications (Executive Order 11246)	5
EEO Goals for Region 4 Economic Areas	6
Special Notice #1 - Check List of EEO Documentation	7
Employer Information Report EEO-1 (SF 100)	8
Labor Standards Provisions for Federally Assisted Construction, EPA Form 5720-4	9
Certifications	
Debarment, Suspension and Other Responsibility Matters	10
Anti-lobbying	11
Region 4 Disadvantaged Business Enterprise (DBE)	12
Bonds and Insurance	13
Storm Water General Permit	14
Davis-Bacon Wage Rate Requirements under FY 2013 Continuing Resolution	15

SRF SPECIAL PROVISIONS

- (a) **Line crossings of all roads and streets shall be done in accordance with the Kentucky Transportation Cabinet requirements as may be set forth in the Special Conditions.**
- (b) **Construction is to be carried out so as to prevent by-passing of flows during construction unless a schedule has been approved by the State or EPA, whichever is applicable. Siltation and soil erosion must be minimized during construction. All construction projects with surface disturbance of more than 1 acre during the period of construction must have a KPDES Storm Water General Permit. The permit can be found at the following web address: <https://dep.gateway.ky.gov/eForms/default.aspx?FormID=7>.**
If you have any questions regarding the completion of this form call the Surface Water Permits Branch at (502) 564-3410.
- (c) **Restore disturbed areas to original or better condition.**
- (d) **Use of Chemicals: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either DOW or EPA. Use of all such chemicals and disposal of residues shall be in conformance with instructions on the manufacturer's label.**
- (e) **The construction of the project, including the letting of contracts in connection therewith, shall conform to the applicable requirements of state, territorial, and local laws and ordinances to the extent that such requirements do not conflict with Federal laws and this subchapter.**
- (f) **The owner shall provide and maintain competent and adequate supervision and inspection.**
- (g) **The Kentucky Infrastructure Authority and Kentucky Division of Water shall have access to the site and the project work at all times.**
- (h) **In the event Archaeological materials (arrowheads, stone tools, stone axes, prehistoric and historic pottery, bottles, foundations, Civil War artifacts, and other types of artifacts) are uncovered during the construction of this project, work is to immediately cease at the location and the Kentucky Heritage Council shall be contacted. The telephone number is (502) 564-7005. Construction shall commence at this location until a written release is received from the Kentucky Heritage Council. Failure to report a find could result in legal action.**
- (i) **This procurement will be subject to DOW Procurement Guidance including the Davis-Bacon Act.**
- (j) **Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.**
- (k) **No wastewater bypassing will occur during construction unless a schedule has been approved by the Kentucky Division of Water.**
- (l) **Change orders to the construction contract (if required) must be negotiated pursuant to DOW/KIA Procurement Guidance for Construction and Equipment Contracts.**

**TITLE 40--PROTECTION OF ENVIRONMENT
CHAPTER I--ENVIRONMENTAL PROTECTION AGENCY**

**PART 31--UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND
COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS**

Subpart C--Post-Award Requirements

Sec. 31.36 Procurement.

(a) *States.* When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) *Procurement standards.* (1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable federal law, the standards identified in this section, and if applicable, § 31.38.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only—

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) *Competition.* (1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of § 31.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly

mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(5) Construction grants awarded under Title II of the Clean Water Act are subject to the following "Buy American" requirements in paragraphs (c)(5) (i)-(iii) of this section. Section 215 of the Clean Water Act requires that contractors give preference to the use of domestic material in the construction of EPA-funded treatment works.

(i) Contractors must use domestic construction materials in preference to nondomestic material if it is priced no more than 6 percent higher than the bid or offered price of the nondomestic material, including all costs of delivery to the construction site and any applicable duty, whether or not assessed. The grantee will normally base the computations on prices and costs in effect on the date of opening bids or proposals.

(ii) The award official may waive the Buy American provision based on factors the award official considers relevant, including:

(A) Such use is not in the public interest;

(B) The cost is unreasonable;

(C) The Agency's available resources are not sufficient to implement the provision, subject to the Deputy Administrator's concurrence;

(D) The articles, materials or supplies of the class or kind to be used or the articles, materials or supplies from which they are manufactured are not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities or satisfactory quality for the particular project; or

(E) Application of this provision is contrary to multilateral government procurement agreements, subject to the Deputy Administrator's concurrence.

(iii) All bidding documents, subagreements, and, if appropriate, requests for proposals must contain the following "Buy American" provision: In accordance with section 215 of the Clean Water Act (33 U.S.C. 1251 *et seq.*) and implementing EPA regulations, the contractor agrees that preference will be given to domestic construction materials by the contractor, subcontractors, materialmen and suppliers in the performance of this subagreement.

(d) *Methods of procurement to be followed*—(1) *Procurement by small purchase procedures.* Small purchase procedures are those relatively simple and informal procurement methods for

securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by *sealed bids* (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in 31.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by *competitive proposals*. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by *noncompetitive proposals* is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) [Reserved]

(f) *Contract cost and price.* (1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see § 31.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) *Awarding agency review.* (1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

- (ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
 - (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a “brand name” product; or
 - (iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.
- (3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.
- (i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.
 - (ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.
 - (h) *Bonding requirements.* For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:
 - (1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
 - (2) *A performance bond on the part of the contractor for 100 percent of the contract price.* A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - (3) *A payment bond on the part of the contractor for 100 percent of the contract price.* A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
 - (i) *Contract provisions.* A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.
 - (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
 - (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
 - (3) Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
 - (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
 - (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
 - (7) Notice of awarding agency requirements and regulations pertaining to reporting.
 - (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
 - (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
 - (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
 - (13) Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- (j) *Payment to consultants.* (1) EPA will limit its participation in the salary rate (excluding overhead) paid to individual consultants retained by grantees or by a grantee's contractors or subcontractors to the maximum daily rate for a GS-18. (Grantees may, however, pay consultants more than this amount). This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; grantees will pay these in accordance with their normal travel reimbursement practices. (Pub. L. 99-591).
- (2) Subagreements with firms for services which are awarded using the procurement requirements in this part are not affected by this limitation.
- (k) *Use of the same architect or engineer during construction.* (1) If the grantee is satisfied with the qualifications and performance of the architect or engineer who provided any or all of the facilities planning or design services for a waste-water treatment works project and wishes to retain that firm or individual during construction of the project, it may do so without further public notice and evaluation of qualifications, provided:
- (i) The grantee received a facilities planning (Step 1) or design grant (Step 2), and selected the architect or engineer in accordance with EPA's procurement regulations in effect when EPA awarded the grant; or
 - (ii) The award official approves noncompetitive procurement under § 31.36(d)(4) for reasons other than simply using the same individual or firm that provided facilities planning or design services for the project; or
 - (iii) The grantee attests that:

- (A) The initial request for proposals clearly stated the possibility that the firm or individual selected could be awarded a subagreement for services during construction; and
 - (B) The firm or individual was selected for facilities planning or design services in accordance with procedures specified in this section.
 - (C) No employee, officer or agent of the grantee, any member of their immediate families, or their partners have financial or other interest in the firm selected for award; and
 - (D) None of the grantee's officers, employees or agents solicited or accepted gratuities, favors or anything of monetary value from contractors or other parties to subagreements.
- (2) However, if the grantee uses the procedures in paragraph (k)(1) of this section to retain an architect or engineer, any Step 3 subagreements between the architect or engineer and the grantee must meet all of the other procurement provisions in § 31.36.

[53 FR 8068 and 8087, Mar. 11, 1988, and amended at 53 FR 8075, Mar. 11, 1988; 60 FR 19639, 19644, Apr. 19, 1995; 66 FR 3794, Jan. 16, 2001; 73 FR 15913, Mar. 26, 2008]

KRS Chapter 45A
Kentucky Model Procurement Code

45A.075 Methods of awarding state contracts.

Except as otherwise authorized by law, all state contracts shall be awarded by:

- (1) Competitive sealed bidding, pursuant to KRS 45A.080; or
- (2) Competitive negotiation, pursuant to KRS 45A.085 and 45A.090 or 45A.180; or
- (3) Noncompetitive negotiation, pursuant to KRS 45A.095; or
- (4) Small purchase procedures, pursuant to KRS 45A.100.

Effective: June 24, 2003

History: Amended 2003 Ky. Acts ch. 98, sec. 4, effective June 24, 2003. -- Created 1978 Ky. Acts ch. 110, sec. 16, effective January 1, 1979.

45A.080 Competitive sealed bidding.

(1) Contracts exceeding the amount provided by KRS 45A.100 shall be awarded by competitive sealed bidding, which may include the use of a reverse auction, unless it is determined in writing that this method is not practicable. Factors to be considered in determining whether competitive sealed bidding is not practicable shall include:

- (a) Whether specifications can be prepared that permit award on the basis of best value; and
- (b) The available sources, the time and place of performance, and other relevant circumstances as are appropriate for the use of competitive sealed bidding.

(2) The invitation for bids shall state that awards shall be made on the basis of best value. In any contract which is awarded under an invitation to bid which requires delivery by a specified date and imposes a penalty for late delivery, if the delivery is late, the contractor shall be given the opportunity to present evidence that the cause of the delay was beyond his control. If it is the opinion of the purchasing officer that there is sufficient justification for delayed delivery, the purchasing officer may adjust or waive any penalty that is provided for in the contract.

(3) Adequate public notice of the invitation for bids and any reverse auction shall be given a sufficient time prior to the date set forth for the opening of bids or beginning of the reverse auction. The notice may include posting on the Internet or publication in a newspaper or newspapers of general circulation in the state as determined by the secretary of the Finance and Administration Cabinet not less than seven (7) days before the date set for the opening of the bids and any reverse auction. The provisions of this subsection shall also apply to price contracts and purchase contracts of state institutions of higher education.

(4) Bids shall be opened publicly or entered through a reverse auction at the time and place designated in the invitation for bids. At the time the bids are opened, or the reverse auction has ended, the purchasing agency shall announce the agency's engineer's estimate, if applicable, and make it a part of the agency records pertaining to the letting of any contract for which bids were received. Each written or reverse auction bid, together with the name of the bidder and the agency's engineer's estimate, shall be recorded and be open to public inspection. Electronic bid opening and posting of the required information for public viewing shall satisfy the requirements of this subsection.

(5) The contract shall be awarded by written notice to the responsive and responsible bidder whose bid offers the best value.

(6) Correction or withdrawal of written or reverse auction bids shall be allowed only to the extent permitted by regulations issued by the secretary.

Effective: July 15, 2010

History: Amended 2010 Ky. Acts ch. 63, sec. 3, effective July 15, 2010. -- Amended 2000 Ky. Acts ch. 509, sec. 1, effective July 14, 2000. -- Amended 1998 Ky. Acts ch. 120, sec. 10, effective July 15, 1998. -- Amended 1997 (1st Extra. Sess.) Ky. Acts ch. 4, sec. 27, effective May 30, 1997. -- Amended 1996 Ky. Acts ch. 60, sec. 2, effective July 15, 1996. -- Amended 1994 Ky. Acts ch. 278, sec. 1, effective July 15, 1994. -- Amended 1982 Ky. Acts ch. 282, sec. 1, effective July 15, 1982. -- Amended 1979 (1st Extra. Sess.) Ky. Acts ch. 9, sec. 1, effective February 10, 1979. -- Created 1978 Ky. Acts ch. 110, sec. 17, effective January 1, 1979.

45A.085 Competitive negotiation.

(1) When, under administrative regulations promulgated by the secretary or under KRS 45A.180, the purchasing officer determines in writing that the use of competitive sealed bidding is not practicable, and except as provided in KRS 45A.095 and 45A.100, a contract may be awarded by competitive negotiation, which may include the use of a reverse auction.

(2) Adequate public notice of the request for proposals and any reverse auction shall be given in the same manner and circumstances as provided in KRS 45A.080(3).

(3) Contracts other than contracts for projects utilizing an alternative project delivery method under KRS 45A.180 may be competitively negotiated when it is determined in writing by the purchasing officer that the bids received by competitive sealed bidding either are unreasonable as to all or part of the requirements, or were not independently reached in open competition, and for which each competitive bidder has been notified of the intention to negotiate and is given reasonable opportunity to negotiate.

(4) Contracts for projects utilizing an alternative project delivery method shall be processed in accordance with KRS 45A.180.

(5) The request for proposals shall indicate the relative importance of price and other evaluation factors, and any reverse auction procedures.

(6) Award shall be made to the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the Commonwealth, taking into consideration price and the evaluation factors set forth in the request for proposals and the reciprocal preference for resident bidders required under KRS 45A.494.

(7) Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined in writing to be reasonably susceptible of being selected for award. Discussions shall not disclose any information derived from proposals submitted by competing offerors. Discussions need not be conducted:

(a) With respect to prices, where the prices are fixed by law, reverse auction, or administrative regulation, except that consideration shall be given to competitive terms and conditions;

(b) Where time of delivery or performance will not permit discussions; or

(c) Where it can be clearly demonstrated and documented from the existence of adequate competition or prior experience with the particular supply, service, or construction item, that acceptance of an initial offer without discussion would result in fair and reasonable best value procurement, and the request for proposals notifies all offerors of the possibility that award may be made on the basis of the initial offers.

Effective: July 15, 2010

History: Amended 2010 Ky. Acts ch. 63, sec. 4, effective July 15, 2010; and ch. 162, sec. 8, effective July 15, 2010. -- Amended 2003 Ky. Acts ch. 98, sec. 5, effective June 24, 2003. -- Amended 1997 (1st Extra. Sess.) Ky. Acts ch. 4, sec. 28, effective May 30, 1997. -- Amended 1979 (1st Extra. Sess.) Ky. Acts ch. 9, sec. 2, effective February 10, 1979. -- Created 1978 Ky. Acts ch. 110, sec. 18, effective January 1, 1979.

45A.090 Negotiation after competitive sealed bidding when all bids exceed available funds.

(1) In the event that all bids submitted pursuant to competitive sealed bidding under KRS 45A.080 result in bid prices in excess of the funds available for the purchase, and the chief purchasing officer determines in writing:

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(a) That there are no additional funds available from any source so as to permit an award to the responsive and responsible bidder whose bid offers the best value; and

(b) The best interest of the state will not permit the delay attendant to a resolicitation under revised specifications, or for revised quantities, under competitive sealed bidding as provided in KRS 45A.080, then a negotiated award may be made as set forth in subsections (2) or (3) of this section.

(2) Where there is more than one (1) bidder, competitive negotiations pursuant to KRS 45A.085(3) shall be conducted with the three (3) (two (2) if there are only two (2)) bidders determined in writing to be the most responsive and responsible bidders, based on criteria contained in the bid invitation and the reciprocal preference for resident bidders under KRS 45A.494. Such competitive negotiations shall be conducted under the following restrictions:

(a) If discussions pertaining to the revision of the specifications or quantities are held with any potential offeror, all other potential offerors shall be afforded an opportunity to take part in such discussions; and

(b) A request for proposals, based upon revised specifications or quantities, shall be issued as promptly as possible, shall provide for an expeditious response to the revised requirements, and shall be awarded upon the basis of best value.

(3) Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder, a noncompetitive negotiated award may be made with such bidder in accordance with KRS 45A.095.

Effective: July 15, 2010

History: Amended 2010 Ky. Acts ch. 162, sec. 9, effective July 15, 2010. -- Amended 2003 Ky. Acts ch. 98, sec. 6, effective June 24, 2003. -- Amended 1997 (1st Extra. Sess.) Ky. Acts ch. 4, sec. 29, effective May 30, 1997. -- Created 1978 Ky. Acts ch. 110, sec. 19, effective January 1, 1979.

45A.095 Noncompetitive negotiation.

(1) A contract may be made by noncompetitive negotiation only for sole source purchases, or when competition is not feasible, as determined by the purchasing officer in writing prior to award, under administrative regulations promulgated by the secretary of the Finance and Administration Cabinet or the governing boards of universities operating under KRS Chapter 164A, or when emergency conditions exist. Sole source is a situation in which there is only one (1) known capable supplier of a commodity or service, occasioned by the unique nature of the requirement, the supplier, or market conditions. Insofar as it is practical, no less than three (3) suppliers shall be solicited to submit written or oral quotations whenever it is determined that competitive sealed bidding is not feasible. Award shall be made to the supplier offering the best value. The names of the suppliers submitting quotations and the date and amount of each quotation shall be placed in the procurement file and maintained as a public record. Competitive bids may not be required:

(a) For contractual services where no competition exists, such as telephone service, electrical energy, and other public utility services;

(b) Where rates are fixed by law or ordinance;

(c) For library books;

(d) For commercial items that are purchased for resale;

(e) For interests in real property;

(f) For visiting speakers, professors, expert witnesses, and performing artists;

(g) For personal service contracts executed pursuant to KRS 45A.690 to 45A.725; and

(h) For agricultural products in accordance with KRS 45A.645.

(2) The chief procurement officer, the head of a using agency, or a person authorized in writing as the designee of either officer may make or authorize others to make emergency procurements when an emergency condition exists.

(3) An emergency condition is a situation which creates a threat or impending threat to public health, welfare, or safety such as may arise by reason of fires, floods, tornadoes, other natural or man-caused disasters, epidemics, riots, enemy attack, sabotage, explosion, power failure, energy shortages, transportation emergencies, equipment failures, state or federal legislative mandates, or similar events. The existence of the emergency condition creates an immediate and serious need for services, construction, or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten the functioning of government, the preservation or protection of property, or the health or safety of any person.

(4) The Finance and Administration Cabinet may negotiate directly for the purchase of contractual services, supplies, materials, or equipment in bona fide emergencies regardless of estimated costs. The existence of the emergency shall be fully explained, in writing, by the head of the agency for which the purchase is to be made. The explanation shall be approved by the secretary of the Finance and Administration Cabinet and shall include the name of the vendor receiving the contract along with any other price quotations and a written determination for selection of the vendor receiving the contract. This information shall be filed with the record of all such purchases and made available to the public. Where practical, standard specifications shall be followed in making emergency purchases. In any event, every effort should be made to effect a competitively established price for purchases made by the state.

Effective: July 15, 2002

History: Amended 2002 Ky. Acts ch. 344, sec. 9, effective July 15, 2002. -- Amended 1997 (1st Extra. Sess.) Ky. Acts ch. 4, sec. 30, effective May 30, 1997. -- Amended 1990 Ky. Acts ch. 496, sec. 4, effective July 13, 1990. -- Created 1978 Ky. Acts ch. 110, sec. 20, effective January 1, 1979

45A.100 Small purchases by state governmental bodies.

(1) Procurements may be made in accordance with small purchase administrative regulations promulgated by the secretary of the Finance and Administration Cabinet, pursuant to KRS Chapter 13A, as follows:

(a) Up to ten thousand dollars (\$10,000) per project for construction and one thousand dollars (\$1,000) for purchases by any state governmental body, except for those state administrative bodies specified in paragraph (b) of this subsection; and

(b) Up to forty thousand dollars (\$40,000) per project for construction or purchases by the Finance and Administration Cabinet, state institutions of higher education, and the legislative branch of government.

(2) Procurement requirements shall not be artificially divided so as to constitute a small purchase under this section. Reverse auctions may be used for small purchase procurements. At least every two (2) years, the secretary shall review the prevailing costs of labor and materials and may make recommendations to the next regular session of the General Assembly for the revision of the then current maximum small purchase amount as justified by intervening changes in the cost of labor and materials.

(3) The secretary of the Finance and Administration Cabinet may grant to any state agency with a justifiable need a delegation of small purchasing authority which exceeds the agency's small purchase limit provided in subsection (1) of this section. Delegations of small purchasing authority shall be granted or revoked by the secretary of the Finance and Administration Cabinet, in accordance with administrative regulations promulgated by the cabinet pursuant to KRS Chapter 13A. These administrative regulations shall establish, at a minimum, the criteria for granting and revoking delegations of small purchasing authority, including the requesting

agency's past compliance with purchasing regulations, the level of training of the agency's purchasing staff, and the extent to which the agency utilizes the Kentucky Automated Purchasing System. The administrative regulations may permit the secretary of the Finance and Administration Cabinet to delegate small purchase procurements up to the maximum amount specified in subsection (1)(b) of this section.

Effective: July 15, 2010

History: Amended 2010 Ky. Acts ch. 63, sec. 5, effective July 15, 2010. -- Amended 2002 Ky. Acts ch. 320, sec. 2, effective July 15, 2002. -- Amended 2000 Ky. Acts ch. 225, sec. 1, effective July 14, 2000. -- Amended 1996 Ky. Acts ch. 60, sec. 1, effective July 15, 1996. -- Amended 1994 Ky. Acts ch. 323, sec. 1, effective July 15, 1994. -- Amended 1990 Ky. Acts ch. 496, sec. 5, effective July 13, 1990. -- Amended 1986 Ky. Acts ch. 384, sec. 1, effective July 15, 1986. -- Amended 1984 Ky. Acts ch. 384, sec. 1, effective July 13, 1984. -- Amended 1982 Ky. Acts ch. 282, sec. 2, effective July 15, 1982. -- Amended 1980 Ky. Acts ch. 242, sec. 1, effective July 15, 1980; and ch. 250, sec. 19, effective April 9, 1980. -- Created 1978 Ky. Acts ch. 110, sec. 21, effective January 1, 1979.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

The following excerpts are from 45 FR 65984 (October 3, 1980):

The minority and female goals apply to Federal and federally assisted construction contractors and subcontractors which have covered contracts. The goals are expressed as a percentage of the total hours worked by such a covered or subcontractor's entire onsite construction workforce, which is working on any construction site within a relevant area. The goal applies to each construction craft and trade in the contractor's entire workforce in the relevant area including those employees working on private non-federally involved projects.

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographic area. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, federally assisted or non-federally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply as follows:

- Goals for female participation in each trade.....6.9%
- Goals for minority participation in each trade.....Insert goals for each year
(see Attachment Number 6)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

The following excerpts are from 45 FR 65977 (October 3, 1980):

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the covered area is (insert description of the geographical areas where the contract is to be performed giving the state, country, and city, if any).

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

EEO Specifications

Following is the standard language, which must be incorporated into all solicitations for offers and bids on all Federal and Federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in designated geographical areas:

1. As used in these specifications:
 - (a) Covered Area means the geographical area described in the solicitation from which this contract resulted.
 - (b) Director means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - (c) Employer identification number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (d) Minority includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take a good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7-a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative actions steps at least as extensively as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligation.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7-b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, lay-off, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative actions obligations (7 a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7 a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example: even though the Contractor has achieved its goal for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables for affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local

or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

EEO Goals for Economic Areas in Region 4

Source: Appendix B-80 in 45 FR 65984 (October 3, 1980)

Kentucky:

053 Knoxville, TN	
SMSA Counties:	
3840 Knoxville, TN	6.6
TN Anderson; TN Blount; TN Knox; TN Union.	
Non-SMSA Counties	4.5
KY Bell; KY Harlan; KY Knox; KY Laurel; KY McCreary; KY Wayne; KY Whitley; TN	
Campbell; TN Claiborne; TN Cocke; TN Cumberland; TN Fentress; TN Grainger, TN Hamblen;	
TN Jefferson; TN Loudon; TN Morgan; TN Roane; TN Scott;	
TN Sevier.	
054 Nashville, TN:	
SMSA Counties:	
1660 Clarksville - Hopkinsville, TN - KY	18.2
KY Christian; TN Montgomery.	
5360 Nashville - Davidson, TN	15.8
TN Cheatham, TN Davidson; TN Dickson; TN Robertson; TN Rutherford; TN Sumner; TN	
Williamson; TN Wilson.	
Non-SMSA Counties	12.0
KY Allen; KY Barren; KY Butler; KY Clinton; KY Cumberland; KY Edmonson; KY Logan; KY	
Metcalf; KY Monroe; KY Simpson; KY Todd; KY Trigg; KY Warren; TN Bedford; TN Cannon;	
TN Clay; TN Coffee; TN DeKalb; TN Franklin; TN Giles; TN Hickman; TN Houston; TN	
Humphreys; TN Jackson; TN Lawrence; TN Lewis; TN Macon; TN Marshall; TN Maury; TN	
Moore; TN Overton; TN Perry; TN Pickett; TN Putnam; TN Smith; TN Stewart; TN Trousdale;	
TN Van Buren; TN Warren; TN Wayne; TN White.	
056 Paducah, KY:	
Non-SMSA Counties	5.2
IL Hardin; IL Massac; IL Pope; KY Ballard; KY Caldwell; KY Calloway. KY Carlisle; KY	
Crittenden; KY Fulton; KY Graves; KY Hickman; KY Livingston; KY Lyon. KY McCracken; KY	
Marshall.	
057 Louisville, KY:	
SMSA Counties:	
4520 Louisville, KY-IN	11.2
IN Clark; IN Floyd; KY Bullitt; KY Jefferson; KY Oldham.	
Non-SMSA Counties	9.6
IN Crawford; IN Harrison; IN Jefferson; IN Orange; IN Scott; IN Washington; KY Breckinridge;	
KY Grayson; KY Hardin; KY Hart; KY Henry; KY Larue; KY Marion;	
KY Meade; KY Nelson; KY Shelby; KY Spencer; KY Trimble; KY Washington.	
058 Lexington, KY	
SMSA Counties	
4280 Lexington-Fayette, KY	10.8
KY Bourbon; KY Clark; KY Fayette; KY Jessamine; KY Scott; KY Woodford.	
Non-SMSA Counties	7.0
KY Adair KY Anderson; KY Bath; KY Boyle; KY Breathitt; KY Casey; KY Clay; KY Estill; KY	
Franklin; KY Garrard; KY Green; KY Harrison; KY Jackson; KY Knott; KY Lee; KY Leslie; KY	
Letcher; KY Lincoln; KY Madison; KY Magoffin; KY Menifee; KY Mercer; KY Montgomery;	
KY Morgan. KY Nicholas; KY Owsley; KY Perry; KY Powell; KY Pulaski; KY Rockcastle; KY	
Russell; KY Taylor; KY Wolfe.	
059 Huntington, WV:	
SMSA Counties:	
3400 Huntington - Ashland, WV-KY-OH	2.9
KY Boyd; KY Greenup; OH Lawrence; WV Cabell; WV Wayne.	
Non-SMSA Counties	2.5
KY Carter; KY Elliott; KY Floyd; KY Johnson; KY Lawrence; KY Martin; KY Pike; KY Rowan;	
OH Gallia; WV Lincoln; WV Logan; WV Mason; WV Mingo.	
067 Cincinnati, OH:	
SMSA Counties:	
1640 Cincinnati, OH-KY-IN	11.0
IN Dearborn; KY Boone; KY Campbell; KY Kenton; OH Clermont;	
OH Hamilton; OH Warren.	

3200 Hamilton-Middletown, OH	5.0
OH Butler.	
Non-SMSA Counties	9.2
IN Franklin; IN Ohio; IN Ripley; IN Switzerland; KY Bracken; KY Carroll; KY Fleming; KY Gallatin; KY Grant; KY Lewis; KY Mason; KY Owen; KY Pendleton; KY Robertson; OH Adams; OH Brown; OH Clinton; OH Highland.	
080 Evansville, IN:	
SMSA Counties	
2440 Evansville, IN-KY	4.8
IN Gibson; IN Posey; IN Vanderburgh; IN Warrick; KY Henderson.	
5990 Owensboro, KY	4.7
KY Daviess.	
Non-SMSA Counties	3.5
IL Edwards; IL Gallatin; IL Hamilton; IL Lawrence; IL Saline; IL Wabash; IL White; IN Dubois; IN Knox; IN Perry; IN Pike; IN Spencer; KY Hancock; KY Hopkins; KY McLean; KY Muhlenberg; KY Ohio; KY Union; KY Webster.	

**CHECK LIST OF EEO DOCUMENTATION FOR BIDDERS
ON GRANT/LOAN CONSTRUCTION
(Required by Executive Order 11246 as amended)**

The low, responsive responsible bidder must forward the following items, in duplicate, to the owner no later than ten (10) days after bid opening. The owner shall have one (1) copy available for inspection by the Office of Federal Contracts Compliance within 14 days after the bid opening. The web site for the OFCC is http://www.dol.gov/esa/ofcp_org.htm.

1. Project Number. Project Location. Type of Construction.
2. Proof of registration with the Joint Reporting Commission. (See Attachment Number 8.)
3. Copy of Affirmative Action Plan of contractor. Indicate company official responsible for EEO.
4. List of current construction contracts, with dollar amount. List contracting Federal Agency, if applicable.
5. Statistics concerning company percent workforce, permanent and temporary, by sex, race, trade, handicapped, and age. 40 CFR Part 7.
6. List of employment sources for project in question. If union sources are utilized, indicate percentage of minority membership within the union crafts.
7. Anticipated employment needs for this project, by sex, race and trade, with estimate of minority participation in specific trades.
8. List of subcontractors (name, address and telephone) with dollar amount and duration of subcontract. Subcontractor contracts over \$10,000 must submit items 1- 8. The following information must be provided for all supplier contracts regardless of contract size: name of company, contact person, address, telephone number, dollar value of the contract, and a list of the materials to be supplied to the prime contractor.
9. List of any subcontract work yet to be committed with estimate of dollar amount and duration of contract.
10. Contract Price. Duration of prime contract.
11. DBE Documents - See special instructions regarding use of Minority, and Women Owned, and Small Businesses.

Employer Information Report EEO-1

Under the direction of the US Equal Employment Opportunity Commission, the Joint Reporting Committee is responsible for the full-length, multi-phase processing of employment statistics collected on the Employer Information Report EEO-1. This report, also termed Standard Form 100, details the sex and race/ethnic composition of an employer's work force by job category.

The Employer Information EEO-1 survey is conducted annually under the authority of Public Law 88-352, Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972. All employers with 15 or more employees are covered by Public Law 88-352 and are required to keep employment records as specified by Commission regulations. Based on the number of employees and federal contract activities, certain large employers are required to file an EEO-1 Report on an annual basis.

The EEO-1 Report must be filed by:

(A) All private employers who are: (1) subject to Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972) with 100 or more employees EXCLUDING State and local governments, primary and secondary school systems, institutions of higher education, Indian tribes and tax-exempt private memberships clubs other than labor organizations; OR (2) subject to Title VII who have fewer than 100 employees if the company is owned or affiliated with another company, or there is centralized ownership, control or management (such as central control of personnel policies and labor relations) so that the group legally constitutes a single enterprise and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who: (1) are not exempt as provided for by 41 CFR 60-1.5, (2) have 50 or more employees, and (a) are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or (b) serve as depository of Government funds in any amount, or (c) is a financial institution which is an issuing a paying agent for U.S. Savings Bonds and Notes.

Only those establishments located in the District of Columbia and the 50 states are required to submit the EEO-1 Report. No Reports should be filed for establishments in Puerto Rico, the Virgin Islands or other American Protectorates.

When filing for the EEO-1 Report for the first time, go to the web site at:

<http://www.mimdms.com/jrc.html> and select "Filing for the first time" from the box labeled INFORMATION. File out the electronic questionnaire to enter your company into Joint Reporting Committee (JRC) system. Once you have completed the registration process, you will be contacted on how to proceed with the EEO-1 Report. If you have previously registered with the JRC, follow their instructions to update your information.

Labor Standards Provisions for Federally Assisted Construction

Labor standards provisions applicable to contracts covering federally financed and assisted construction (29 CFR 5.5, Contract Provisions and Related Matters) that apply to EPA Special Appropriations Projects grants are:

- (a)(4)(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (a)(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
- (a)(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 (a) (1) through (10) and such other clauses as the U.S. Environmental Protection Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (a)(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (b) Contractor Work Hours and Safety Standards Act. The Administrator, EPA shall cause or require the contracting officer to insert the following clauses set forth in paragraph (b)(1),(2),(3), and (4) of this section in full in any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by *Section 5.5(a) of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for unliquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The U.S. Environmental Protection Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such liabilities of such contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in section 5.1, the Administrator of EPA shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly worked, deductions made, and actual wages paid. Further, the Administrator of EPA shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the U.S. Environmental Protection Agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job. (Approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017.)

CERTIFICATIONS

Debarred Firms

All prime Construction Contractors shall certify that Subcontractors have not and will not be awarded to any firm that is currently on the EPA Master List of Debarred, Suspended and Voluntarily Excluded Persons in accordance with the provisions of 40 CFR 32.500(c). Debarment action is taken against a firm for noncompliance with Federal Law.

All bidders shall complete the attached certification (Attachment Number 10) and submit to the owner with the bid proposal.

Anti-lobbying Certification

All prime Construction Contractors must certify (Attachment Number 11) that no appropriated funds were or will be expended for the purpose of lobbying the Executive or Legislative Branches of the Federal Government or Federal Agency concerning this contract (contract in excess of \$100,000). If the Contractor has made or agreed to make payment to influence any member of Congress in regard to award of this contract, a Disclosure Form must be completed and submitted to the owner with the bid proposal.

All prime Contractors must require all Subcontractors to submit the certification, which must also be submitted to the owner.

EPA DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

EPA's Disadvantaged Business Enterprise Program rule applies to contract procurement actions funded in part by EPA assistance agreements awarded after May 27, 2008. The rule is found at Federal regulation Title 40, Part 33. Specific responsibilities are highlighted below.

Grant recipient responsibilities:

- Conduct an Availability Analysis and negotiate fair share objectives with EPA (§33.411), or adopt the fair share objectives of the oversight state agency revolving loan fund for comparable infrastructure. (§33.405(b)(3)).
- Include the Appendix A term and condition in each contract with a primary contractor (§3.106). The term and condition is included in the EPA Region 4 contract specifications insert *FEDERAL REQUIREMENTS AND CONTRACT PROVISIONS FOR SPECIAL APPROPRIATION ACT PROJECTS US ENVIRONMENTAL PROTECTION AGENCY, Region III, June 2008*.
- Employ the six Good Faith Efforts during prime contractor procurement (§33.301).
- Require prime contractor to comply with the following prime contractor requirements of Title 40 Part 33:
 - To employ the six Good Faith Efforts steps in paragraphs (a) through (e) of §33.301 if the prime contractor awards subcontracts (§33.301(f)).
 - To provide EPA form 6100-2 – *DBE Subcontractor Participation Form* to all DBE subcontractors (§33.302(e)).
 - To submit EPA forms 6100-3 – *DBE Program Subcontractor Performance Form* and 6100-4 – *DBE Program Subcontractor Utilization Form* with bid package or proposal. (§33.302 (f) and (g)).
 - To pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient (§33.302(a)).
 - To notify recipient in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor (§33.302(b)).
 - To employ the six good faith efforts described in §33.301 if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§33.302(c)).
 - To employ the six good faith efforts described in §33.301 even if the prime contractor has achieved its fair share objectives under subpart D of Part 33. (§33.302(d)).

- Semiannually complete and submit to Charles Hayes, EPA Region 4 DBE Coordinator EPA form 5700-52A summarizing DBE participation achieved during the previous six months (§33.502).
- Maintain records documenting its compliance with the requirements of Title 40 Part 33, including documentation of its, and its prime contractors', good faith efforts (§33.501(a)).

Prime Contractor Responsibilities:

- Employ the six Good Faith Efforts steps in paragraphs (a) through (e) of §33.301 if the prime contractor awards subcontracts (§33.301(f)).
- Provide EPA form number 6100-2 – *DBE Program Subcontractor Participation Form* and form number 6100-3 – *DBE Program Subcontractor Performance Form* to each DBE subcontractor prior to opening of the contractor's bid or proposal (§33.302(e) and (f)).
- Complete EPA form number 6100-4 – *DBE Program Subcontractor Utilization Form* (§33.302(g)).
- Submit to recipient with its bid package or proposal the completed EPA form number 6100-4, plus an EPA form number 6100-3 for each DBE subcontractor used in the contractor's bid or proposal (§33.302(f) and (g)).
- Pay subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient (§33.302(a)).
- Notify the recipient in writing prior to prime contractor termination of a DBE subcontractor for convenience (§33.302(b)).
- Employ the six good faith efforts described in §33.301 if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§33.302(c)).
- Employ the six good faith efforts described in §33.301 even if the prime contractor has achieved its fair share objectives under subpart D of Part 33. (§33.302(d)).
- Semiannually inform recipient of DBE participation achieved (§33.502).
- Maintain records documenting its compliance with the requirements of Title 40 Part 33, including documentation of its, and its prime contractors', good faith efforts (§33.501(a)).

Subcontractor Responsibilities:

- May submit EPA form 6100-2 – *DBE Subcontractor Participation Form* to Charles Hayes, EPA Region 4 DBE Coordinator (§33.302(e)).
- Must complete EPA form 6100-3 – *DBE Program Subcontractor Performance Form*, and submit it to the prime contractor soliciting services from the subcontractor prior to the opening of bids for the prime contract.

SPAP Requirements:

Form	Requirement	Provided By:	Completed By:	Submitted To:
EPA Form 6100-2	Grant Recipients required to have prime contractors provide form to Subcontractors	Prime Contractors	DBE Subcontractors	EPA Region 4 DBE Coordinator Charles Hayes
EPA Form 6100-3	Grant Recipients required to have prime contractors provide form to Subcontractors	Prime Contractors	DBE Subcontractors	Grant Recipients as part of a bid or proposal package
EPA Form 6100-4	Grant Recipients required to have prime contractors complete the form	Grant Recipients	Prime Contractors	Grant Recipients as part of a bid or proposal package

SRF Requirements:

Form	Requirement	Provided By:	Completed By:	Submitted To:
EPA Form 6100-2	Recipients required to have prime contractors provide form to Subcontractors	Prime Contractors	DBE Subcontractors	DOW Project Administrator
EPA Form 6100-3	Recipients required to have prime contractors provide form to Subcontractors	Prime Contractors	DBE Subcontractors	Dow Project Administrator w/ATA Package
EPA Form 6100-4	Recipients required to have prime contractors complete the form	Recipients	Prime Contractors	DOW Project Administrator w/ATA Package
Pay Request DBE Form	Recipients required to have prime contractors complete the form	Recipients	Prime Contractors	DOW Project Administrator w/EACH PAYMENT

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION POLICY

PROJECT NAME: _____

BID DATE: _____

1. Name, address and telephone number of contact person on all DBE matters:

Prime Contractor's Name: _____
Contact Person: _____
Address: _____
Phone: _____
Cell Phone: _____
Email: _____
Total Contract Amount: _____

2. Total dollar amount/percent of contract of MBE participation: _____

3. Total dollar amount/percent of contract of WBE participation: _____

4. Are certifications* for each MBE/WBE/DBE subcontractor enclosed; if no, please explain: Yes No _____

5. Are MBE/WBE/DBE subcontracts or letters of intent signed by both parties enclosed; if no, please explain: Yes No _____

6. List of MBE Subcontractors:

Name: _____
Contact Person: _____
Address: _____
Phone: _____
Cell Phone: _____
Email: _____
Type of Contract: _____
Work to be Done: _____
Amount: _____

7. List of WBE Subcontractors:

Name: _____
Contact Person: _____
Address: _____
Phone: _____
Cell Phone: _____
Email: _____
Type of Contract: _____
Work to be Done: _____
Amount: _____

Attach Additional Sheets, If Necessary

*Self-certification: Self certification of MBE/WBE/DBE firms will NOT be accepted as a valid form of certification of MBE/WBE/DBE status.

8. **Information and documentation concerning efforts taken to comply with EPA's "six good faith efforts"**

- (i). Ensure DBE construction firms or material suppliers are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources. A good source for a list of DBEs is the Kentucky Transportation's website: <http://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-DBE-Directory.aspx>.
- The prime contractor certifies that a bidders list (see example sheet below) of qualified vendors, including DBEs, was developed for current and future solicitations and that the list will be maintained. *Submit a copy of the list as documentation.*
- (ii). Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process; including, whenever possible, posting solicitation for bids or proposals for a sufficient amount of time as to receive a competitive bid or proposal pool.
- The prime contractor certifies that every opportunity was provided to a number of DBEs to encourage their participation in the competitive process and that an adequate amount of time was provided for response.
- a. List each DBE construction firm or material supplier to which a solicitation was attempted. *Submit copies of letters, emails, faxes, telecommunication logs, certified mail receipts, returned envelopes, certified mail return receipts, etc. as documentation.*
- Company name and phone number: _____
Area of work expertise: _____
Date of any follow-ups and person spoke to: _____
- b. Advertisements, if applicable: List each publication in which an announcement or notification was placed. *Submit a tear sheet of each announcement from each publication as documentation.*
- Name of publication: _____
Date(s) of advertisement: _____
Specific subcontract areas announced: _____
- c. Other, if applicable: List each notification method in which an announcement or outreach was used; list serve, public meeting, etc. *Submit applicable information to document effort.*
- Method of notification: _____
Date(s) of notification: _____
- (iii). Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs; including dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- The prime contractor certifies that the project was broken into its basic elements (i.e., dirt hauling, landscaping, painting, pipe installation, material supplies, etc.) and that a determination was made whether it's economically feasible to bid the elements separately and that the analysis of this effort was documented with a short memo to the project file.

- (iv). Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
- The prime contractor certifies that they established delivery schedules which would allow DBEs to participate in the projects.
- (v). Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce. The easiest way to utilize the services of SBA and MBDA is to visit their websites: www.sba.gov and www.mbda.gov and use the electronic tools available there or you may send the nearest SBA and MBDA office a certified letter that generally describes the solicitation, the dates it will be open, the types of vendors you are seeking and applicable SIC or NAIC codes if known. You may also use the services and assistance of the Kentucky Procurement Assistance Program (KPAP). The easiest way to utilize the services of KPAP is to send an email: ced.kpap@ky.gov and provide information on forthcoming opportunities available to DBEs.
- The prime contractor certifies that the assistance of the SBA, MBDA, and/or KPAP was utilized. *Submit pages printed off the SBA and MBDA websites which evidence efforts to register a solicitation on those sites or submit copies of the letter sent and certified mail receipt as documentation; submit copies of emails with KPAP as documentation.*
- (vi). If a subcontractor awards any subcontracts, require the subcontractor to take the steps in numbers (i) through (v) above.
- The prime contractor certifies that subcontractors used for this project will be required to follow the steps of the "six good faith efforts" as listed above.

9. Signature and date:

To the best of my knowledge and belief, all "six good faith efforts" have been met and the information contained in this document is true and correct; the document has been duly authorized by the legal representative.

Signature

Print name and title

Date

BONDS AND INSURANCE

The minimum requirements shall be as follows:

Bonding requirements for contracts of \$100,000 or less are contained in 40 CFR 31.36(h).

Bond requirements for contracts in excess of \$100,000 are:

- Bid guarantee equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a certified check or bid bond submitted with the bid;
- Performance bond equal to 100 percent of the contract price, and
- Payment bond equal to 100 percent of the contract price. Bonds must be obtained from companies holding Certificates of Authority as acceptable sureties, issued by the U.S. Treasury.

Insurance requirements are contained in the General Conditions of the contract. In addition to the other required insurance, the owner or the contractor, as appropriate, must acquire any flood insurance made available by the Federal Emergency Management Agency as required by 44 CFR Parts 59-79, if construction will take place in a flood hazard area identified by the Federal Emergency Management Agency. The owner's requirements on Flood Insurance are contained in the Special Conditions Section of the Contracts Documents.

NOTICE OF INTENT

All construction projects with surface disturbance of more than 1 acre during the period of construction must have a KPDES Storm Water General Permit. The permit can be found at the following web address:
<https://dep.gateway.ky.gov/eForms/default.aspx?FormID=7>.

If you have any questions regarding the completion of this form call the Surface Water Permits Branch, at (502) 564-3410.

Davis-Bacon Wage Rate Requirements

CWSRF: The recipient agrees to include in all agreements to provide assistance for the construction of treatment works carried out in whole or in part with such assistance made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.), or with such assistance made available under section 205(m) of that Act (33 U.S.C. 1285(m)), or both, a term and condition requiring compliance with the requirements of section 513 of that Act (33 U.S.C. 1372) in all procurement contracts and sub-grants, and require that loan recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for the construction of treatment works carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of \$2,000 the contract clauses as set forth below titled “Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)”. This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009.

DWSRF: The recipient agrees to include in all agreements to provide assistance for any construction project carried out in whole or in part with such assistance made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12), a term and condition requiring compliance with the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C.300j-9(e)) in all procurement contracts and sub-grants, and require that loan recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions All contracts and subcontracts for any construction project carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of \$2,000 the contract clauses as set forth below entitled “Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)”. This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009.

Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients’ compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. The recipient or subrecipient may also obtain additional guidance from DOL's website at <http://www.dol.gov/whd/>

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's website, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all

interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that

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

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

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

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

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

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will

no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

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

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 DOW– September 2013

CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

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

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

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

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may

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be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification.

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during DOW— September 2013

the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/contacts/whd/america2.htm>.

II. Requirements Under The Consolidated and further Continuing Appropriations Act, 2013 (P.L. 113-6) For Subrecipients That Are Not Governmental Agencies

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under the FY2013 Continuing Resolution with respect to subrecipients that are not governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>.

Under these terms and conditions, the subrecipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients must obtain proposed wage determinations for specific localities at www.wdol.gov. After the Subrecipient obtains its proposed wage determination, it must submit the wage determination to (insert contact information for State recipient DB point of contact for wage determination) for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors

(ordering instruments unless subsequently directed otherwise by the State recipient Award Official).

(b) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including
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painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

(2) Withholding. The subrecipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by
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the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

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

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered

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

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

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

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

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

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

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

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

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

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification.

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm> or its successor site.

General Decision Number: KY150163 05/01/2015 KY163

Superseded General Decision Number: KY20140163

State: Kentucky

Construction Type: Heavy

Counties: Gallatin, Grant and Pendleton Counties in Kentucky.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

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

Modification Number	Publication Date
0	01/02/2015
1	01/23/2015
2	05/01/2015

* ASBE0008-007 03/01/2015

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 28.80	14.52

ELEC0369-008 05/28/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 29.88	14.78

ENGI0018-016 05/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Backhoe/Excavator/Trackhoe).....	\$ 32.44	13.90

ENGI0181-016 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR GROUP 1.....	\$ 27.66	14.15

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Crane; Forklift

00855 Davis Bacon Rates.txt

Operators on cranes with boom 150 feet and over, including jib, shall receive \$0.75 above Group 1. All cranes with piling leads will receive \$0.50 above Group 1 rate regardless of boom length. Combination rate shall mean \$0.50 per hour above the basic hourly rate of pay.

Employees assigned to work below ground level are to be paid 10% above basic wage rate. This does not apply to open cut work.

 ENGI0181-019 07/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 28.85	14.15
GROUP 2.....	\$ 26.24	14.15
GROUP 3.....	\$ 26.65	14.15
GROUP 4.....	\$ 25.95	14.15

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Drill; Pumpcrete; Roller (Bituminous)

GROUP 2 - Bobcat/Skid Steer/Skid Loader; Concrete Pump; Roller (Rock)

GROUP 3 - Articulating Truck Operator

GROUP 4 - Pump; Roller (Earth)

Operators on cranes with booms 150 feet and over (including jib) shall receive \$1.00 above Group 1 rate; 250 feet and over including jib shall receive \$1.50 above Class 1 rate. Combination Rate: All crane operators operating cranes, where the length of the boom in combination with the length of the piling leads equal or exceeds 150 feet, shall receive \$1.00 above the Group 1 rate.

Employees assigned to work below ground level are to be paid 10% above basic wage rate. This does not apply to open cut work.

 IRON0044-005 08/27/2014

	Rates	Fringes
IRONWORKER (STRUCTURAL AND REINFORCING).....	\$ 25.65	18.85

 IRON0070-011 06/01/2014

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 26.97	19.75

 LABO0189-016 07/01/2014

	Rates	Fringes
LABORER		

00855 Davis Bacon Rates.txt

Concrete Worker & Grade Checker.....	\$ 21.80	11.96
Tamper(Hand Held/walk Behind).....	\$ 22.05	11.96

* LABO0265-005 05/01/2015

	Rates	Fringes
LABORER		
Concrete Saw (Hand Held/walk Behind) & Pipelayer.....	\$ 28.89	9.85
Flagger & Landscape.....	\$ 28.72	9.85

SUKY2011-040 06/25/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 24.80	8.76
LABORER: Common or General.....	\$ 22.24	9.63
LABORER: Concrete Finishing.....	\$ 25.75	8.60
OPERATOR: Bulldozer.....	\$ 28.04	13.00
OPERATOR: Loader.....	\$ 26.68	13.00
OPERATOR: Mechanic.....	\$ 28.60	11.83
OPERATOR: Oiler.....	\$ 24.34	13.00
OPERATOR: Trencher.....	\$ 26.27	12.37
TRUCK DRIVER: Dump Truck.....	\$ 17.82	3.26

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

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

Union Rate Identifiers

00855 Davis Bacon Rates.txt

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

be:

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION



Steven L. Beshear
Governor

KENTUCKY LABOR CABINET
DEPARTMENT OF WORKPLACE STANDARDS
DIVISION OF EMPLOYMENT STANDARDS,
APPRENTICESHIP & MEDIATION
1047 US Hwy 127 S - Suite 4
Frankfort, Kentucky 40601
Phone: (502) 564-3534
Fax (502) 696-1897
www.labor.ky.gov

Larry Roberts
Secretary

Anthony Russell
Commissioner

May 21, 2015

Pat Deming
CMW Inc
400 E. Vine St.
Lexington KY 40507

Re: Bullock Pen Water District, Looped Waterlines - Phase 14 – Crittenden, KY

Advertising Date as Shown on Notification: May 22, 2015

Dear Pat Deming:

This office is in receipt of your written notification on the above project as required by KRS 337.510 (1).

I am enclosing a copy of the current prevailing wage determination number CR 1-017, dated August 28, 2014 for GRANT County. This schedule of wages shall be attached to and made a part of the specifications for the work, printed on the bidding blanks, and made a part of the contract for the construction of the public works between the public authority and the successful bidder or bidders.

The determination number assigned to this project is based upon the advertising date contained in your notification. There may be modifications to this wage determination prior to the advertising date indicated. In addition, if the contract is not awarded within 90 days of this advertising date or if the advertising date is modified, a different set of prevailing rates of wages may be applicable. It will be the responsibility of the public authority to contact this office and verify the correct schedule of the prevailing rates of wages for use on the project. Your project number is as follows: 041-H-00087-14-1, Heavy/Highway

Sincerely,

Anthony Russell
Commissioner



ERRATUM

Refer to the Locality Number and Determination Number listed below published by the Kentucky Labor Cabinet, Division of Employment Standards, Apprenticeship and Mediation dated August 28, 2014.

Locality Number 017 – Grant & Scott Counties

Determination Number CR 1-017

DELETE:

Asbestos Worker

FRINGE BENEFITS \$16.02

INSERT:

Asbestos Worker

FRINGE BENEFITS \$14.27


Anthony Russell, Commissioner
Department of Workplace Standards
Kentucky Labor Cabinet
Frankfort, KY 40601

This 5TH day of November, 2014

PREVAILING WAGE DETERMINATION
CURRENT REVISION
LOCALITY NO. 017

GRANT & SCOTT COUNTIES

Determination No. CR 1-017

Date of Determination: August 28, 2014

Project No. 041-H-00087-14-1

_____ Bldg ___x___ HH

This schedule of the prevailing rate of wages for Locality No. 017, which includes Grant & Scott Counties, has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR 1-017.

Apprentices shall be permitted to work as such subject to Administrative Regulation 803 KAR 1:010. Copies of this regulation will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) per day, and/or in excess of forty (40) per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one workday, but not more than ten (10) hours worked in any one workday, if such written agreement is prior to the over eight (8) hours in a workday actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.

NOTE: The type of construction shall be determined by applying the following definitions.

BUILDING CONSTRUCTION

Building construction is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving.

HIGHWAY CONSTRUCTION

Highway construction includes the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction. It includes all incidental construction in conjunction with the highway construction project.

HEAVY CONSTRUCTION

Heavy projects are those projects that are not properly classified as either "building" or "highway". For example, dredging projects, water and sewer line projects, dams, flood control projects, sewage treatment plants and facilities, and water treatment plants and facilities are considered heavy.



Anthony Russell
COMMISSIONER
KENTUCKY LABOR CABINET

ASBESTOS/INSULATION WORKERS/HEAT & FROST INSULATORS	BASE RATE	\$29.05
	FRINGE BENEFITS	46.02

BOILERMAKERS:	BASE RATE	\$24.65
	FRINGE BENEFITS	12.94

BRICKLAYERS:	BASE RATE	\$26.50
Bricklayers:	FRINGE BENEFITS	11.70

Refractory:	BASE RATE	\$27.04
	FRINGE BENEFITS	11.71

CARPENTERS:		BASE RATE	\$22.72
Carpenters:		FRINGE BENEFITS	13.01
(Includes Drywall Finishing)	BUILDING		

Piledrivermen	BUILDING	BASE RATE	\$23.22
		FRINGE BENEFITS	13.01

Carpenters:	HEAVY & HIGHWAY	BASE RATE	\$26.90
		FRINGE BENEFITS	14.50

Pildrivermen:	HEAVY & HIGHWAY	BASE RATE	\$27.15
		FRINGE BENEFITS	14.50

Divers:	HEAVY & HIGHWAY	BASE RATE	\$40.73
		FRINGE BENEFITS	14.50

CEMENT MASONS:	BASE RATE	\$ 22.00
	FRINGE BENEFITS	12.75

ELECTRICIANS:	BASE RATE	\$29.88
	FRINGE BENEFITS	14.78

LINEMAN:	HEAVY & HIGHWAY	BASE RATE	\$32.98
		FRINGE BENEFITS	11.60

GROUNDSMAN:	HEAVY & HIGHWAY	BASE RATE	\$29.48
		FRINGE BENEFITS	10.90

EQUIPMENT OPERATOR:	HEAVY & HIGHWAY	BASE RATE	\$19.53
		FRINGE BENEFITS	8.91

ELEVATOR CONSTRUCTORS:	BASE RATE	\$29.75
	FRINGE BENEFITS	10.95

LABORERS - BUILDING

SCOTT COUNTY:

BUILDING GROUP 1: General laborers, asbestos abatement laborer, toxic waste removal laborer, water boys, tool room checker, carpenter tenders, (civil engineer helper, rodman, grade checkers excluding all field work performed by engineering firms), concrete pouring and curing, concrete form stripping and wrecking, hand digging and backfilling of ditches, clearing of right of ways and building sites, wood sheeting and shoring, signalman for concrete bucket and general cleaning, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D:

BUILDING	*BASE RATE	\$21.01
	FRINGE BENEFITS	11.09

BUILDING GROUP 2: All air tool operators, air track drills, asphalt rakers, tampers, batchers plant and scale man, chain saw, concrete saw, electric hand grinder, all electric bush and chipping hammers, flagmen, forklift operators, form setter (street or highway), metal form setters, heaters, mesh handlers on walkways, streets and roadways outside building, gunnite laborers, hand spiker, introflax burning rod, joint makers, mason tenders, multi-trade tender, pipe layers, plaster tenders, powderman helpers, power driven Georgia buggies, power posthole diggers, railroad laborers, sandblaster laborers, scow man and deck hand, signal man, sweeper and cleaner machines, vibrator operators, walk behind trenching machines, mortar mixer machines, water pumpmen, and environmental laborers-nuclear, radiation, toxic and hazardous waste - Level C:

BUILDING	*BASE RATE	\$21.41
	FRINGE BENEFITS	11.09

BUILDING GROUP 3: Asphalt Paver Screwman, gunnite nozzleman and gunnite nozzle machine operator, sand blaster nozzleman, concrete or grout pumpman, plaster pumpman:

BUILDING	*BASE RATE	\$21.61
	FRINGE BENEFITS	11.09

BUILDING GROUP 4: Powderman and blaster, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level B:

BUILDING	*BASE RATE	\$21.71
	FRINGE BENEFITS	11.09

BUILDING GROUP 5: Caisson holes (6 ft. and over) pressure and free air including tools, construction specialist, and environmental laborer-nuclear, radiation, toxic and hazardous waste - Level A:

BUILDING	*BASE RATE	\$22.21
	FRINGE BENEFITS	11.09

BUILDING GROUP 6: Tunnel man and tunnel sand miner, cofferdam (pressure and free air), sand hog or mucker (pressure or free air):

BUILDING	*BASE RATE	\$22.51
	FRINGE BENEFITS	11.09

LABORERS ON BUILDING: *Employees handling chemically treated materials which are harmful to the skin shall receive an additional \$.25 above base rate. Any employee working on high work such as towers or smoke stacks or any type of work putting the employee 50 feet above the ground or a solid floor shall receive an additional \$.50 per hour above the base rate. Any employee working on boilers, kilns, melting tanks, furnaces, or when refractory is done using live fire, drying fires, heatups or any hot work shall receive an

LABORERS – HEAVY HIGHWAY:

HEAVY HIGHWAY GROUP 1: Aging and curing of concrete (any mode or method); asbestos abatement worker; asphalt plant laborers; asphalt laborers; batch truck dumpers; carpenter tenders; cement mason tenders; cleaning of machines; concrete laborers; demolition laborers; dredging laborers; drill helper; environmental laborer-nuclear, radiation, toxic & hazardous waste-Level D; flagmen; grade checkers; all hand digging and hand back filling; highway marker placers; landscaping laborers; mesh handlers & placers; puddler; railroad laborers; rip-rap & grouters; right of way laborers; sign, guard rail & fence installers (all types); signal men, sound barrier installer; storm and sanitary sewer laborers; swampers; truck spotters & dumpers; wrecking of concrete forms; general cleanup.

HEAVY & HIGHWAY	*BASE RATE	\$21.15
	FRINGE BENEFITS	11.41

HEAVY HIGHWAY GROUP 2: Batter board men (sanitary & storm sewer); brickmason tenders; mortar mixer operator; scaffold builders; burner and welder; bushammers; chain saw operator; concrete saw operators; deckhand scow man; dry cement handlers; environmental laborers-nuclear, radiation, toxic & hazardous waste-Level C; forklift operators for masonry; form setters; green concrete cutting; hand operated grouter and grinder machine operator; jack hammers; lead paint abatement; pavement breakers; paving joint machine; pipe layers-laser operators (non-metallic); plastic pipe fusion; power driven Georgia buggy & wheel barrow; power post hole diggers; precast manhole setters; walk behind tampers; walk behind trenchers; sand blasters; concrete chippers; surface grinders; vibrator operators; wagon drillers

HEAVY & HIGHWAY	*BASE RATE	\$21.40
	FRINGE BENEFITS	11.41

HEAVY HIGHWAY GROUP 3: Asphalt lutean and rakers; gunnite nozzleman; gunnite operators and mixers; grout pump operator; side rail setters; rail paved ditches; screw operators; tunnel laborers (free air) and water blasters.

HEAVY & HIGHWAY	*BASE RATE	\$21.45
	FRINGE BENEFITS	11.41

HEAVY HIGHWAY GROUP 4: Caisson workers (free air) cement finishers; environmental laborers-nuclear, radiation, toxic & hazardous waste-Levels A & B; miners & drillers (free air); tunnel blasters and tunnel muckers (free air); directional and horizontal boring; air drillers (all types); powder man and blasters; troxler and concrete tester if laborer is utilized.

HEAVY & HIGHWAY	*BASE RATE	\$22.05
	FRINGE BENEFITS	11.41

***Signal Person will receive the rate equal to the rate paid the laborer classification for which he or she is signaling.**

MARBLE, TILE & TERRAZZO:

Finishers:

BASE RATE	\$15.42
FRINGE BENEFITS	5.42

Setters:

BASE RATE	\$22.64
FRINGE BENEFITS	6.10

MILLWRIGHTS:

BASE RATE	\$28.21
FRINGE BENEFITS	15.99

OPERATING ENGINEERS / BUILDING:

GRANT COUNTY:

BUILDING CLASS A-1: NCCCO or OECP Certified: Cableway, Carry Deck Crane, Cherry Picker, Clamshell, Crane, Derrick, Derrick Boat, Dragline, Hoist Engine (2 or more drums), Hydraulic Boom Truck, Hydrocrane, Orangepeel Bucket, Overhead Crane, Piledriver, Rough Terrain Crane, Tower Cranes (French, German and other types), Truck Crane:

BUILDING	BASE RATE	\$31.31
	FRINGE BENEFITS	14.27

BUILDING CLASS A: Auto Patrol, Batch Plant, Bituminous Paver, Cableway, Central Compressor Plant, Clamshell, Concrete Mixer (21 cu. ft. or over), Concrete Pump, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching and Trenching Machine, Dragline, Dredge Operator, Dredge Engineer, Elevating Grader and all types of Loaders, Forklift (regardless of lift height), Hoe-Type Machine, Hoist (1 drum when used for stack or chimney construction or repair), Hoisting Engine (2 or more drums), Locomotive, Motor Scraper, Carry-all Scoop, Bulldozer, Heavy Duty Welder, Mechanic, Orangepeel Bucket, Piledriver, Power Blade, Motor Grader, Roller (bituminous), Scarifier, Shovel, Tractor Shovel, Truck Crane, Winch Truck, Push Dozer, Highlift, All types of Boom Cats, Core Drill, Hopto, Tow or Push Boat, A-Frame Winch Truck, Concrete Paver, Gradeall, Hoist, Hyster, Pumpcrete, Ross Carrier, Boom, Tail Boom, Rotary Drill, Hydro Hammer, Mucking Machine, Rock Spreader attached to equipment, Scoopmobile, KeCal Loader, Tower Cranes (French, German and other types), Hydrocrane, Backfiller, Gurries, Sub-Grader, Tunnel Mining Machines including Moles, Shields, or similar types of Tunnel Mining Equipment:

BUILDING	BASE RATE	\$30.46
	FRINGE BENEFITS	14.27

***Operators on cranes with boom one-hundred fifty feet (150') and over including jib, shall receive seventy-five cents (\$.75) above base rate. All cranes with piling leads will receive \$.50 above base rate regardless of boom length**

BUILDING CLASS B: All Air Compressors (over 900 cfm), Bituminous Mixer, Joint Sealing Machine, Concrete Mixer (under 21 cu. ft), Form Grader, Roller (rock), tractor (50 HP and over), Bull Float, Finish Machine, Outboard Motor Boat, Flexplane, Fireman, Boom Type Tamping Machine, Greaser on Grease Facilities servicing Heavy Equipment, Switchman or brakeman, Mechanic Helper, Whirley Oiler, Self-Propelled Compactor, Tractair and Road Widening Trencher and Farm Tractor with Attachments (except backhoe, highlift and endloader), Elevator (regardless of ownership when used for hoisting any building materials), Hoisting Engineer (1 drum or buck hoist), Forklift (when used for masonry construction, Firebrick Masonry Excluded), Well Points, Grout Pump, Throttle-Valve Man, Tugger, Electric Vibrator Compactor and Caisson Drill Helper:

BUILDING	BASE RATE	\$25.92
	FRINGE BENEFITS	14.27

BUILDING CLASS C: Bituminous Distributor, Cement Gun, Conveyor, Mud Jack, Paving Joint Machine, Roller (earth), Tamping Machine, Tractors (under 50 HP), Vibrator, Oiler, Concrete Saw, Burlap and Curing Machine, Truck Crane Oiler, Hydro-Seeder, Power Form handling Equipment, Deckhand Steersman, Hydraulic Post Driver and Drill Helper:

BUILDING	BASE RATE	\$24.60
	FRINGE BENEFITS	14.27



OPERATING ENGINEERS / BUILDING:

SCOTT COUNTY:

BUILDING CLASS A-1: NCCCO or OECF Certified: Cableway, Carry Deck Crane, Cherry Picker, Clamshell, Crane, Derrick, Derrick Boat, Dragline, Hoist Engine (2 or more drums), Hydraulic Boom Truck, Hydrocrane, Orangepeel Bucket, Overhead Crane, Piledriver, Rough Terrain Crane, Tower Cranes (French, German and other types), Truck Crane:

BUILDING	BASE RATE	\$28.75
	FRINGE BENEFITS	14.15

BUILDING CLASS A: Auto Patrol, Batch Plant, Bituminous Paver, Cableway, Central Compressor Plant, Clamshell, Concrete Mixer (21 cu. ft. or over), Concrete Pump, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching and Trenching Machine, Dragline, Dredge Operator, Dredge Engineer, Elevating Grader and all types of Loaders, Forklift (regardless of lift height), Hoe-Type Machine, Hoist (1 drum when used for stack or chimney construction or repair), Hoisting Engine (2 or more drums), Locomotive, Motor Scraper, Carry-all Scoop, Bulldozer, Heavy Duty Welder, Mechanic, Orangepeel Bucket, Piledriver, Power Blade, Motor Grader, Roller (bituminous), Scarifier, Shovel, Tractor Shovel, Truck Crane, Winch Truck, Push Dozer, Highlift, All types of Boom Cats, Core Drill, Hopto, Tow or Push Boat, A-Frame Winch Truck, Concrete Paver, Gradeall, Hoist, Hyster, Pumpcrete, Ross Carrier, Boom, Tail Boom, Rotary Drill, Hydro Hammer, Mucking Machine, Rock Spreader attached to equipment, Scoopmobile, KeCal Loader, Tower Cranes (French, German and other types), Hydrocrane, Backfiller, Gurries, Sub-Grader, Tunnel Mining Machines including Moles, Shields, or similar types of Tunnel Mining Equipment:

BUILDING	BASE RATE	\$27.66
	FRINGE BENEFITS	14.15

***Operators on cranes with boom one-hundred fifty feet (150') and over including jib, shall receive seventy-five cents (\$.75) above base rate. All cranes with piling leads will receive \$.50 above base rate regardless of boom length**

BUILDING CLASS B: All Air Compressors (over 900 cfm), Bituminous Mixer, Joint Sealing Machine, Concrete Mixer (under 21 cu. ft), Form Grader, Roller (rock), tractor (50 HP and over), Bull Float, Finish Machine, Outboard Motor Boat, Flexplane, Fireman, Boom Type Tamping Machine, Greaser on Grease Facilities servicing Heavy Equipment, Switchman or brakeman, Mechanic Helper, Whirley Oiler, Self-Propelled Compactor, Tractair and Road Widening Trencher and Farm Tractor with Attachments (except backhoe, highlift and endloader), Elevator (regardless of ownership when used for hoisting any building materials), Hoisting Engineer (1 drum or buck hoist), Forklift (when used for masonry construction, Firebrick Masonry Excluded), Well Points, Grout Pump, Throttle-Valve Man, Tugger, Electric Vibrator Compactor and Caisson Drill Helper:

BUILDING	BASE RATE	\$24.68
	FRINGE BENEFITS	14.15

BUILDING CLASS C: Bituminous Distributor, Cement Gun, Conveyor, Mud Jack, Paving Joint Machine, Roller (earth), Tamping Machine, Tractors (under 50 HP), Vibrator, Oiler, Concrete Saw, Burlap and Curing Machine, Truck Crane Oiler, Hydro-Seeder, Power Form handling Equipment, Deckhand Steersman, Hydraulic Post Driver and Drill Helper:

BUILDING	BASE RATE	\$23.85
	FRINGE BENEFITS	14.15

OPERATING ENGINEERS / HEAVY & HIGHWAY:

HEAVY & HIGHWAY CLASS A-1:
 NCCCO or OECF Certified:

Crane, dragline, hoist (1 drum when used for stack or chimney construction repair), hoisting engineer (2 or more drums), orangepeel bucket, overhead crane, piledriver, truck crane, tower crane, hydraulic crane:

HEAVY & HIGHWAY	BASE RATE	\$29.95
	FRINGE BENEFITS	14.15

HEAVY & HIGHWAY CLASS A: A-frame Winch Truck, Auto Patrol, Backfiller, Batch Plant, Bituminous Paver, Bituminous Transfer Machine, all types of Boom Cats, Bulldozer, Cableway, Carry-All Scoop, Carry Deck Crane, Central Compressor Plant Operator, Clamshell, Concrete Mixer (21 cu. Ft. or over), Concert Paver, Truck-mounted Concrete Pump, Core Drills, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching and Trenching Machine, Dragline, Dredge Operator, Dredge Engineer, Earth Movers, Elevating Grader and all types of Loaders, Grade-all, Gurries, Heavy Equipment Robotics Operator/Mechanic, High Lift, Hoe-type machine, Hoist (two or more drums), Hoisting Engine, (two or more drums), Horizontal directional Drill Operator, Hydraulic Boom Truck, Hydrocrane, Hyster, KeCal Loader, Letourneau, Locomotive, Mechanic, Mechanically Operated Laser Screed, Mechanic Welder, Mucking Machine, Motor Scraper, Orangepeel Bucket, Piledriver, Power Blade, Pumpcrete, Push Dozer, Rock Spreader attached to equipment, All rotary Drills, Roller (Bituminous), Scarifier, Scoopmobile, Shovel, Side Boom, Subgrader, Tailboom, Telescoping Type Forklift, Tow or Push Boat, Tower Cranes (French, German, and other types), Tractor Shovel and Truck Crane, Tunnel Mining Machines including Moles, Shields, or similar types of Tunnel Mining Equipment:

HEAVY & HIGHWAY	BASE RATE	\$28.85
	FRINGE BENEFITS	14.15

Operators on cranes with booms one hundred fifty feet (150) and over (including job) shall receive one dollar (\$1.00) above Class A rate. Combination Rate: All crane operators operating cranes, where the length of the boom in combination with the length of the piling leads equal or exceeds one hundred fifty (150) feet, shall receive one dollar (\$1.00) above the Class A rate. Where remote, laser, or CPS controlled equipment is utilized to operate the equipment listed in the wage classifications of this agreement, such work for operating purposes shall be the jurisdiction of the Operating Engineers.

HEAVY & HIGHWAY CLASS B: All Air Compressors (over 900 cu. Ft. per min), Bituminous Mixer, Boom Type Tamping Machine, Bull Float, Concrete Mixer (under 21 cu. Ft.), Dredge Engineer, Electric Vibrator Compactor/Self-propelled Compactor, Elevator (on drum or back hoist), Elevator (regardless of lift height), Form Grader, Hoist (one drum), Joint Sealing Machine, Mechanic Helper, Outboard Motor Boat, Power Sweeper (riding type), Roller (rock), Ross Carrier, Skid Mounted or Trailer mounted Concrete Pumps, Skid Steer Machine with all attachments, Switchman or Brakeman, Throttle Valve Man, Tract air and Road Widening Trencher, Tractor (50 H.P. or over), Truck Crane Oiler, Tugger, Welding Machine, Well Points, and Whirley Oiler:

HEAVY & HIGHWAY	BASE RATE	\$26.24
	FRINGE BENEFITS	14.15

HEAVY & HIGHWAY CLASS B2: Greaser on Grease Facilities servicing Heavy Equipment, all off road material handling equipment, including articulating dump trucks:

HEAVY & HIGHWAY	BASE RATE	\$26.65
	FRINGE BENEFITS	14.15

HEAVY & HIGHWAY CLASS C: Bituminous Distributor, Burlap and Curing Machine, Caisson Drill and Core Drill Helper (track or skid mounted), Cement Gun, Concrete Saw, Conveyor, deckhand Oiler, Grout Pump, Hydraulic Post Driver, Hydro Seeder, Mud Jack, Oiler, Paving Joint Machine, Power form handling equipment, Pump, roller (earth), Steerman, Tamping machine, Tractors (under 50 H.P.) and Vibrator:

HEAVY & HIGHWAY	BASE RATE	\$25.95
	FRINGE BENEFITS	14.15



PAINTERS:

Painters:	BUILDING	BASE RATE	\$22.85
		FRINGE BENEFITS	7.10
Brush & Roller:	HEAVY & HIGHWAY	BASE RATE	\$18.20
		FRINGE BENEFITS	5.08
Drywall Finishers & Plasterers:	HEAVY & HIGHWAY	BASE RATE	\$18.45
		FRINGE BENEFITS	5.08
Spray, Sandblast, Power Tools, Waterblast, Steam Cleaning; Brush & Roller of Mastics, Creosotes, Kwinch Koate and Coal Tar Epoxy:	HEAVY & HIGHWAY	BASE RATE	\$19.20
		FRINGE BENEFITS	5.08
Spray of Mastics, Creosotes, Kwinch Koate and Coal Tar Epoxy:	HEAVY & HIGHWAY	BASE RATE	\$20.20
		FRINGE BENEFITS	5.08

PLUMBERS & PIPEFITTERS:

SCOTT COUNTY:		BASE RATE	\$30.25
		FRINGE BENEFITS	16.56
GRANT COUNTY:		BASE RATE	\$32.25
		FRINGE BENEFITS	16.56

ROOFERS: (Excluding Metal Roofs)		BASE RATE	\$18.90
		FRINGE BENEFITS	6.79

SHEETMETAL WORKERS: (Including Metal Roofs)		BASE RATE	\$26.35
		FRINGE BENEFITS	11.07

SPRINKLER FITTERS:		BASE RATE	\$29.55
		FRINGE BENEFITS	17.22

TRUCK DRIVERS / BUILDING:		BASE RATE	\$18.31
		FRINGE BENEFITS	*9.24

Truck Drivers performing work on or hauling from a hazardous or toxic waste site, add \$4.00 to base.

*TRUCK DRIVER Fringe benefits - Apply to each employee (whose name appears on the payroll that week) who has been employed a minimum of twenty (20) work days within any ninety (90) consecutive day period for that employer.

TRUCK DRIVERS / HEAVY HIGHWAY:

Four-wheel service trucks, four-wheel dump trucks, Batch Trucks, Oil Distributors, Asphalt Distributors:	HEAVY & HIGHWAY	BASE RATE	\$19.34
		FRINGE BENEFITS	7.02
Tandems:	HEAVY & HIGHWAY	BASE RATE	\$19.39
		FRINGE BENEFITS	7.02

TRUCK DRIVERS / HEAVY HIGHWAY: CONTINUED:

Tractor-Trailer; including semi-tractors, pole-trailers, ready-mix trucks; fuel trucks, asphalt-oil spraybar men (see also next line):

HEAVY & HIGHWAY	BASE RATE	\$19.44
	FRINGE BENEFITS	7.02

Asphalt-Oil spraybar men when operated from cab, Five-Axle trucks & over:

HEAVY & HIGHWAY	BASE RATE	\$19.54
	FRINGE BENEFITS	7.02

Belly Dumps, End Dumps, Articulated Dumps, Low-boys & Heavy Duty Equipment, Truck Mechanics:

HEAVY & HIGHWAY	BASE RATE	\$19.81
	FRINGE BENEFITS	7.02

END OF DOCUMENT
CR 1-017
August 28, 2014

U.S. EPA, Office of Grants and Debarment
Tip Sheet for Registering with the Central Contractor Registration (CCR)

What is CCR?

- The CCR is a government-wide registry for organizations that seek to do business with the federal government. The CCR collects, validates, stores and disseminates data to support a variety of federal initiatives.
- **Already registered?** An organization may check if it is already registered by logging onto www.ccr.gov, clicking on "Search CCR," and providing the organization's DUNS number.
- **Need to register?** If an organization is not registered, it may register online at www.ccr.gov. CCR has developed a user guide at <http://www.ccr.gov/doc/CCRUsersGuide.pdf> and a handbook at <http://www.ccr.gov/Handbook.aspx> to assist with the process. These publications include details on the information that will need to be gathered to complete the CCR registration process.

How long should CCR Registration take?

- If an organization already has an Employer Identification Number (EIN) or Taxpayer Identification Number (TIN), it should allow a minimum of 48 hours to complete the entire CCR registration.
- If an organization does not have an EIN or TIN, it should allow two weeks for obtaining information from IRS when requesting the EIN or TIN via phone or Internet. The delay is due to security information that is mailed to the organization.

When an organization registers with the CCR, it must provide:

- **DUNS number.** The Data Universal Numbering System (DUNS) Number is a unique nine-character identification number provided by D&B. Organizations may call D&B at 1-866-705-5711 or access the website <http://fedgov.dnb.com/webform> if they do not have a DUNS Number. The process to request a DUNS Number via phone takes about 10 minutes and is free of charge. Internet requests are fulfilled within 24 hours. Once a DUNS Number has been issued, it will be available for use in CCR within 24 hours.
- **U.S. Federal TIN.** The Tax Identification Number (TIN) is the nine-digit number which is either an Employer Identification Number (EIN) assigned by the Internal Revenue Service (IRS) or Social Security Number (SSN) assigned by the Social Security Administration (SSA). If an organization does not have a TIN/EIN, contact the IRS at 1-866-255-0654.
- **CCR Point of Contact (CCR POC).** This individual is responsible for maintaining the accuracy and timeliness of the information in the CCR registry for the organization.
- **Electronic Business Point of Contact (EB POC).** This individual will have sole authority to designate the staff member(s) who may represent the organization to federal business systems. The same individual may serve as both the CCR POC and as the EB POC.
- **Marketing Partner ID (MPIN).** During registration, organizations will be asked to designate a special password called an MPIN. Record and protect passwords.

U.S. EPA, Office of Grants and Debarment
Tip Sheet for Registering with the Central Contractor Registration (CCR)

Important Notes:

- **CCR registration must be updated or renewed at least once a year or it will expire.** CCR will alert the CCR POC when it is time for renewal.
- **Organizations must ensure that all information contained in each database, the D&B DUNS, IRS and CCR databases, matches exactly.** For example: if an organization's address is 123 First Street in one database – entering 123 1st St. in another database will significantly delay the CCR registration process.
- **CCR uses data from the D&B DUNS number record for each CCR registrant's name and address.** If, upon review, an organization finds that any name or address information in their CCR registration needs to be updated, it will have to go back to D&B, which in turn will send the modified data to CCR where the CCR POC will have to accept it. An update will add a minimum of 2 days to the CCR registration process.
- **CCR also verifies with the IRS the Tax Identification Number (also known as the TIN or EIN) that each organization provides during the registration process.** Because of this, it may take CCR 2 or 3 days after receipt of an organization's information, with a D&B-validated name and address, to finalize a CCR registration.
- After the CCR registration is complete, CCR will e-mail a confirmation to the CCR POC.

Davis Bacon Quarterly Compliance – Contractor

Please fill out one form for each contract awarded and submit to the KIA loan recipient. This information is required for compliance of the Davis Bacon provisions of the Clean Water SRF or Drinking Water SRF funded projects. This form should be submitted to the Prime Contractor no later than 5th day of each calendar quarter.

Borrower Name:	
WX / SX Number:	
KIA Loan Number:	
Project Name:	
Federal Wage decision # and modification # used in contract:	
Effective Date of Wage Decision used in contract:	
Contract Amount:	
Contractor Name:	
Contractor Address:	
Contract Actual Start / Anticipated End Date	

Questions regarding Davis Bacon determination:

	Yes or No
Was the appropriate wage rate paid to all workers from the first day on which work was performed?	<input type="checkbox"/>
Have all weekly payroll information reports with a Statement of Compliance (in the form of WH-347) been submitted to the Borrower?	<input type="checkbox"/>
Is the appropriate signage and notification of federal wage rates posted at the construction site?	<input type="checkbox"/>
Are all sub-contracts in compliance?	<input type="checkbox"/>

I certify the correct wage decision is being applied to the above noted project.

Signature of Authorized Official of Contractor

Date

Title of Authorized Official

- *The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.*
- *Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as time cards, tax records, and evidence of fringe benefit payments, for a Davis Bacon project for at least 3 years after the project is complete.*

PLEASE NOTE: KIA will use a combination of funding (CWSRF/DWSRF funds and non-CWSRF/DWSRF funds) to finance projects. Both federal Davis Bacon prevailing wages and the Commonwealth of Kentucky prevailing wages apply to this project. Payment of the wage and fringe benefits that are most beneficial to the employees are required.

Davis Bacon Quarterly Compliance – Sub-Contractor

Please fill out one form for each contract awarded and should be submitted to the Prime Contractor. This information is required for compliance of the Davis Bacon provisions of the Clean Water SRF or Drinking Water SRF funded projects. This form should be submitted to the Prime Contractor no later than 5th day of each calendar quarter.

Borrower Name:	
WX / SX Number:	
KIA Loan Number:	
Project Name:	
Federal Wage decision # and modification # used in contract:	
Effective Date of Wage Decision used in contract:	
Contract Amount:	
Prime Contractor Name:	
Contractor Address:	
Sub-Contractor Name:	
Sub-Contractor Address:	
Sub-Contract Actual Start / Anticipated End Date	

Questions regarding Davis Bacon determination:

	Yes or No
Was the appropriate wage rate paid to all workers from the first day on which work was performed?	
Have all weekly payroll information reports with a Statement of Compliance (in the form of WH-347) been submitted to the Borrower or Prime Contractor?	
Is the appropriate signage and notification of federal wage rates posted at the construction site?	

I certify the correct wage decision is being applied to the above noted project.

Signature of Authorized Official of Sub-Contractor

Date

Title of Authorized Official

- ***Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as time cards, tax records, and evidence of fringe benefit payments, for a Davis Bacon project for at least 3 years after the project is complete.***

PLEASE NOTE: KIA will use a combination of funding (CWSRF/DWSRF funds and non-CWSRF/DWSRF funds) to finance projects. Both federal Davis Bacon prevailing wages and the Commonwealth of Kentucky prevailing wages apply to this project. Payment of the wage and fringe benefits that are most beneficial to the employees are required.

Kentucky State Revolving Fund Loan Program



Kentucky Infrastructure Authority
1024 Capital Center Drive – Suite 340
Frankfort, KY 40601
www.kia.ky.gov

Kentucky Division of Water
200 Fair Oaks Lane – 4th Floor
Frankfort, KY 40601
www.water.ky.gov

A SUMMARY OF THE NEW EPA DBE RULE AND ITS IMPACT ON SRF LOAN PARTICIPANTS

The Environmental Protection Agency's (EPA) new Disadvantaged Business Enterprise (DBE) rule became effective on May 27, 2008. This rule sets forth an EPA program that serves the compelling government interest of remedying past and current racial discrimination through agency-wide procurement objectives. It revises and replaces EPA's Minority and Women Business Enterprise (MBE/WBE) Program. Because the State Revolving Fund (SRF) Loan Program funding is provided by EPA, the new DBE rule requirements apply to all SRF funded projects. It is designed to increase the participation of DBE's in procurements funded by EPA assistance agreements. The key substantive changes that the new EPA DBE rule makes to the MBE/WBE program involve the following: certification of minority & women owned businesses, the six good faith efforts, contract administration requirements, negotiation of fair share goals, recordkeeping & reporting requirements and new requirements for Tribal and insular area fair share negotiations.

*** Certification of MBE/WBE:** In order to be counted as a MBE/WBE under the new EPA DBE rule MBE/WBEs must be certified by a federal agency (e.g., EPA, Small Business Administration, Department of Transportation) or by a State, locality, Indian Tribe, or independent private organization that meets the certification requirements of the new EPA DBE rule. In addition, individuals claiming economic disadvantaged status must have an initial and continued personal net worth of less than \$750,000.

Q: Where can MBE/WBEs get certified in the State of Kentucky?

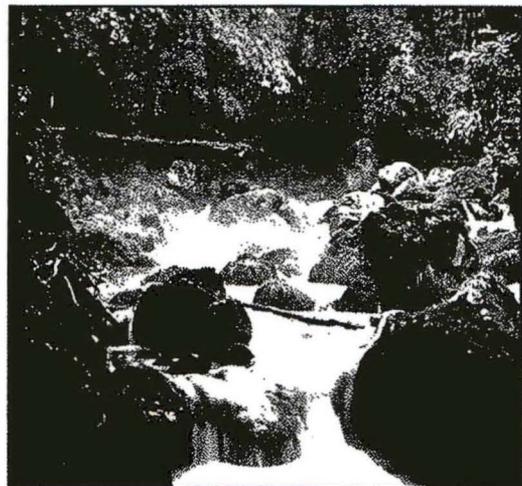
A: MBE/WBEs can get certified with the Kentucky Transportation Cabinet (KTC). KTC's certification process meets the requirements of the new EPA DBE rule. The website is <http://transportation.ky.gov/OBOD/>. Please identify on the application that you are seeking certification under the new EPA DBE rule. If you have any questions regarding the KTC website or certification process contact the KTC Certification Coordinator Melvin Bynes at 1-800-928-3079.

Q: If my firm is currently on the Kentucky Transportation Cabinet's list of certified DBEs do I need to get recertified?

A: No, you do not need to get re-certified. KTC's certification process meets the requirements of the new EPA DBE rule.

Q: Are there entities that KTC cannot certify? If so, where can those entities go for certification under the new EPA DBE rule?

A: There are entities that KTC cannot certify. Those entities are: a) Disabled American-owned firms, b) non – profit organizations (private and voluntary organizations controlled by individuals who are socially and economically disadvantaged), and c) those entities who exceed the size standards that are specific to DOT certification process under 49 CFR Part 26. These entities should seek certification through EPA's DBE certification program. The entity may apply to EPA's Office of Small Business Programs (EPA OSBP) for certification as an MBE/WBE. The website is <http://www.epa.gov/osbp/grants.htm>. For questions regarding certification by EPA, please contact Kimberly Patrick, EPA Office of Small Business Programs, at 202-566-2605 or email Patrick.kimberly@epa.gov. Direct general questions regarding the new EPA DBE rule to Charles Hayes, Region 4 MBE/WBE Coordinator, phone number is (404) 562-8377 and email hayes.charles@epa.gov.



Q: Can I self-certify as an MBE/WBE through my attorney?

A: No. Therefore, if you want to bid on SRF projects then you will need to get certified through KTC or the EPA in order to be counted as a MBE/WBE under the new EPA DBE rule. Noncertified MBE/WBEs may be used by loan recipients for their procurement needs but those firms cannot be counted toward their MBE/WBE accomplishments. Under the new EPA DBE rule entities can no longer self-certify.

Q: How do I obtain certification as an MBE/WBE?

A: Under the new DBE program, in order to be counted as an MBE or WBE under an EPA financial assistance agreement, an entity will have to be certified as such. The EPA will require an MBE/WBE to first seek certification by a federal agency (such as the U.S. Small Business Administration, the U.S. Department of Transportation) or by a State, local, or independent private organization provided their criteria match those of the Small Business Act and SBA's applicable Business Development Program regulations. The EPA will only consider certifying firms that cannot get certified by one of these entities. An EPA DBE certification would only be accepted by the EPA.

Q: Where can I find a list of MBE/WBEs who have been certified and meet the requirements under the new EPA DBE rule?

A: The KTC DBE directory can be accessed at: <http://transportation.ky.gov/OBOD/> which is located under the heading Disadvantaged Business Enterprise Directories. Those entities that were certified through EPA are posted on the EPA Office of Small Business Program's (OSBP) website. The website is: <http://www.epa.gov/osbp/grants.htm>.

Q: Can individuals having a personal net worth of \$750,000 or more get certified as a DBE under the new EPA rule?

A: No. An individual claiming economic disadvantaged status must have an initial and continued personal net worth of less than \$750,000.

Q: How can I find out more information about certification and the new EPA DBE rule in general?

A: You are encouraged to read the fact sheets located at <http://www.epa.gov/osbp/grants.htm>.

*** Contract Administration:** The new EPA DBE rule adds additional contract administration requirements that are intended to protect DBE subcontractors. Some of the requirements include provisions intended to ensure that subcontractors receive prompt payment from prime contractors (30 day payment provision). Loan recipients must be notified of DBE subcontractor terminations and prime contractors are required to make good faith efforts if the prime contractor chooses to hire another subcontractor. The rule requires that 3 new forms be filled out by the prime contractor and subcontractor if there are DBE subcontractors involved in a procurement.

The loan recipient must ensure that each contract awarded contains the term and condition set forth below:

"Term and Condition: The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

Another new requirement is that loan recipients are now required to create and maintain a bidders list. The list must include all firms that bid or quote on prime contracts or subcontracts, including MBE/WBEs and non MBE/WBEs. The bidders list must be kept until the project period for the identified loan has ended. The project period is defined as the timeframe that the loan recipient receives SRF funding. The following information must be obtained from all prime and subcontractors: 1) entity's name with point of contact; 2) entity's mailing address, telephone number, and e-mail address; 3) the procurement on which the entity bid or quoted, and when; and 4) entity's status as an MBE/WBE or non-MBE/WBE.

Q: What is the purpose of the bidders list? And, as a loan recipient must I maintain it? Do I need to also provide a copy to SRF?

A: The purpose of the bidders list is to provide the loan recipient and SRF with a more accurate database of the universe of MBE/WBE and non MBE/WBE prime and subcontractors. The bidders list is intended to be a list of all firms that are participating, or attempting to participate, on EPA assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote on subcontracts under EPA assisted projects, including both MBE/WBEs and non MBE/WBEs. As a loan recipient you must maintain the list. You will also provide SRF a copy of the bidders list when you submit your post-bid documentation to the Kentucky Division of Water's SRF & SPAP Section.

To view the Federal Register showing the DBE rule from the EPA, see Vol. 73, No. 59, pages 15904 - 15922 at <http://www.epa.gov/osdbu/pdfs/dbe/final%20db%20rule.pdf>

*** Reporting Requirements:** Loan participants, who close loans after the signing of the 2009 EPA Capitalization Grant, will be required to submit their MBE/WBE participation reports on a semiannual basis to the **Kentucky Division of Water's SRF & SPAP Section**. All loan participants who closed loans prior to the signing of the 2009 EPA Capitalization Grant will continue to report on a quarterly basis. Only certified MBE/WBE will be counted towards MBE/WBE participation.

Q: What are the Six Good Faith Efforts?

A: The good faith efforts are activities by an SRF loan recipient and its prime contractor to increase DBE awareness of procurement opportunities through race/gender neutral efforts. EPA combined the "Six Positive Efforts" (found at 40 CFR Part 31) with the "Six Affirmative Steps" (found at 40 CFR Part 30) and renamed them the six "good faith efforts" (found at 40 CFR Part 33). The substance of the efforts has not changed.

The Six Good Faith Efforts as defined by the EPA are as follows:

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

Q: What are the three new forms and where can I go to get a copy of the new forms?

A: The forms can be obtained at <http://www.epa.gov/osbp.grants.htm> under "Forms".

The three new forms are:

* EPA Form 6100-2 - DBE Program Subcontractor Participation Form. This form gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have.

* EPA Form 6100-3 - DBE Program Subcontractor Performance Form. This form captures an intended subcontractor's description of work to be performed for the prime contractor and the price of the work submitted to the prime.

* EPA Form 6100-4 - DBE Program Subcontractor Utilization Form. This form captures the prime's intended use of an identified DBE subcontractor, and the estimated dollar amount of the subcontract.

Form	Requirement	Provided By:	Completed By:	Submitted To:
EPA Form 6100-2	Recipients required to have prime contractors provide form to Subcontractors	Prime Contractors	DBE Subcontractors	EPA DBE Coordinator
EPA Form 6100-3	Recipients required to have prime contractors provide form to Subcontractors	Prime Contractors	DBE Subcontractors	Recipients as part of a bid or proposal package
EPA Form 6100-4	Recipients required to have prime contractors complete the form	Recipients	Prime Contractors	Recipients as part of a bid or proposal package

* Filled out by DBE subcontractor. * Submitted any time during project.

OMB Control No: 2090-0030
 Approved: 05/01/2008
 Approval Expires: 01/31/2011



Environmental
 Protection Agency

**Disadvantaged Business Enterprise Program
 DBE Subcontractor Participation Form**

NAME OF SUBCONTRACTOR'	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR
<hr/> Subcontractor Signature		<hr/> Title/Date

'Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

* Filled out by DBE subcontractor. * Submitted any time during project.

OMB Control No: 2090-0030

Approved: 05/01/2008

Approval Expires: 01/31/2011



Environmental
Protection Agency

**Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.

* Filled out by DBE subcontractors.

* Submitted after opening bids.

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011



Environmental
Protection Agency

**Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form**

NAME OF SUBCONTRACTOR		PROJECT NAME
ADDRESS		BID/PROPOSAL NO.
TELEPHONE NO.		E-MAIL ADDRESS
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
Currently certified as an MBE or WBE under EPA's DBE Program? <input type="checkbox"/> Yes <input type="checkbox"/> No		
_____ Signature of Prime Contractor		_____ Date
_____ Print Name		_____ Title
_____ Signature of Subcontractor		_____ Date
_____ Print Name		_____ Title

Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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OMB Control No: 2090-0030

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Environmental
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DBE Subcontractor Performance Form**

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* Filled out by prime contractor.

* Submitted after opening bids.

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011



Environmental
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**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors ¹ will be used on this project:			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

_____ Signature of Prime Contractor	_____ Date
_____ Print Name	_____ Title

Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

* Filled out by prime contractor.

* Submitted after opening bids.

OMB Control No: 2090-0030
Approved: 05/01/2008
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Protection Agency

**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

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LOOPED WATER LINES, PHASE 14

BULLOCK PEN WATER DISTRICT

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01010 - SPECIAL CONDITIONS

1. RELATED DOCUMENTS

General Provisions of Contract, General and Supplementary Conditions apply to this section.

2. DESCRIPTION OF WORK

Provide labor, materials, equipment and services necessary for proper and complete construction of this contract for Bullock Pen Water District.

3. CONTRACTOR'S QUALIFICATIONS

At the request of the Owner, each bidder shall submit, in writing, the following information:

- A. Name and address of principal owner of contracting company.
- B. Net worth statement.
- C. A list of all similar work performed within the past five (5) years with name and address of Engineer on each project.

4. CONTRACTOR'S SUPERINTENDENT

Contractor shall keep on his work, at all times during its progress, a competent superintendent satisfactory to Engineer. The Superintendent shall not be changed, except with consent of Engineer, unless he proves to be unsatisfactory to Contractor and ceases to be in his employ. Superintendent shall represent Contractor in his absence and all directives given to him shall be binding as if given to Contractor.

5. INTENT

The intent of these Specifications is to require a high level of quality in materials and workmanship resulting in timely completion of all Work in an orderly sequence and manner without inconvenience to the Owner, adjacent property owners or the public.

6. WORK REASONABLY INFERRED BUT NOT PARTICULARLY DELINEATED OR SPECIFIED

- A. Contractor shall make a thorough examination of site and study all drawings and specifications and all conditions relating to work, and if any materials or labor are evidently necessary for proper and complete execution of work which are not specifically mentioned and included in drawings and specifications, although reasonably inferred therefrom, unless eliminated by special mention, or if any error or inconsistency appears therein, or in the event of any doubts arising as to the true intent and meaning of drawings or specifications, he shall report it to Engineer at least five (5) days in advance of date set for receiving bids. If appropriate, Engineer will then issue an addendum containing the proper information to all Contractors not later than three (3) days prior to the date set for opening of bids.

- B. If Contractor fails to make such report and Engineer is not otherwise advised of such doubtful matters, Contractor is hereby made responsible for furnishing all necessary labor and material reasonably inferred for any additional work involved in correction of apparent errors or inconsistencies and in executing the true intent and meaning of drawings and specifications as interrupted by Engineer, and all such labor and material shall be provided at Contractor's expense and under no circumstances will any such labor and material be allowed as extra cost.

7. QUALITY OF MATERIALS, EQUIPMENT AND WORKMANSHIP

- A. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- B. Approval of manufacturer's shop drawings of materials and equipment shall not mean final acceptance, but they shall be subject to inspection and test on delivery and installation. Contractor shall repair, replace, or adjust any materials or equipment found defective or not operating properly due to improper materials, workmanship, and adjustment for a period of one year after completion and acceptance of work.
- C. Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ anyone not skilled in the work assigned to him.

8. TRADE NAMES

Whenever manufactured products, devices or materials are specified under a particular trade name or name of manufacturer, it shall be understood that the specifications are open to other manufacturers whether or not the clause "or approved equal" is included. Other products comparable in type, quality, utility and price are acceptable if approved by Engineer and Owner. The burden of proof of equality shall rest with Contractor. Owner shall be the sole judge of equality and reserves the right to require the product or material specified by name and furnished at no increase in contract amount.

9. MANUFACTURER'S EQUIPMENT - SHOP DRAWINGS

- A. Various items of equipment indicated on Drawings have been indicated schematically only; actual details of each item of equipment shall be verified in shop drawings submitted to Engineer for approval. Data shown on shop drawings shall be complete with respect to dimensions, design criteria, materials of construction, wiring diagrams and component parts, and all details to enable Engineer to review the information as required. At the time of submission, the manufacturer shall in writing, call Engineer's attention to any deviations that shop drawings may have from requirements of Engineer's specifications, or deviation in dimension or equipment weight which might affect structural design or stability. Engineer's approval of shop drawings shall not relieve Contractor from responsibility for compliance with requirements of specifications. Engineer shall not be held responsible for omission or deletion of any components of manufacturer's equipment. Equipment manufacturer shall be responsible for all components of equipment and shall guarantee that equipment will perform and operate satisfactorily in accordance with requirements set forth in these specifications.

- B. Contractor shall furnish six (6) copies of all shop drawings to Engineer for review. No equipment or materials shall be ordered prior to Engineer's written approval of shop drawings.

10. EXISTING UTILITIES

- A. Before proceeding with work, Contractor shall verify location of, and possible interference with, existing utilities, arrange for necessary suspension of service, and make arrangements to locate and avoid interference with all utilities.
- B. Contractor shall protect all utility lines which are to remain in service.
- C. Special precautions shall be taken by Contractor to avoid damage to existing overhead and underground utilities owned and operated by Owner or by public or private utility companies.
- D. With particular respect to existing underground utilities, the available information concerning their location has been indicated on Drawings. While it is believed that the locations shown are reasonably correct, neither Engineer nor Owner can guarantee accuracy of adequacy of this information.
- E. Before proceeding with work, Contractor shall confer with all public or private companies, agencies, or departments that own and operate utilities in vicinity of construction. The purpose of the conference, or conferences, shall be to notify said companies, agencies, or departments of proposed construction schedule, verify location of, and possible interference with, existing utilities that are indicated on Drawings, arrange for necessary suspension of service, and make arrangements to locate and avoid interference with all utilities (including house connections) that are not indicated on Drawings. Engineer and Owner have no objection to Contractor arranging for said utility companies, agencies, or departments to locate and uncover their own utilities; however, Contractor shall bear entire responsibility for and cost of locating and avoiding or repairing damage to any and all existing utilities.
- F. Contractor shall be diligent in his efforts and use every possible means to locate existing utilities. Any claims for unavoidable damage, based on improper or unknown locations, will be thoroughly examined in light of Contractor's efforts to locate said utilities or obstructions prior to beginning construction.
- G. For General Utility Information call:

811

11. DAMAGE TO EXISTING UTILITIES

- A. Contractor shall be responsible for any and all damage done to existing utilities.
- B. Damage done to existing utilities shall be repaired promptly, to satisfaction of utility company, at no cost to Owner.

12. PUBLIC AND PRIVATE HIGHWAYS AND STREETS

- A. Contractor shall ascertain and obey all State and County road load limits in order to prevent damage to pavements resulting from his operation.
- B. Public Convenience and Safety
 - (1) Contractor shall, at all times, conduct work in such manner as to insure minimum obstruction to public travel. Convenience of general public and of residents along and adjacent to area of work shall be provided for in a satisfactory manner, consistent with operation and local conditions and as directed by the Engineer.
 - (2) Flagmen shall be used at any time that work of any kind is being performed on any portion of roadway pavement, shoulder or ditch.
 - (3) "Construction" signs shall be placed immediately adjacent to work, in conspicuous positions at such locations as traffic demands. Signs shall conform to requirements of Manual on Uniform Traffic Control Devices (MUTCD) published by U.S. Department of Transportation, Federal Highway Administration, latest edition. The manual is for sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. At any time that streets are required to be closed, Contractor shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before streets are closed and again as soon as it is reopened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.
 - (4) Trenches shall be backfilled at end of each day's work as directed by Engineer. Trenches left open shall be adequately protected with suitable flashing barricades, in compliance with MUTCD and as approved by Engineer. All trenches are required to be backfilled at end of work week. No trenches shall remain open over a weekend. Contractor shall place and maintain DGA or crush stone on streets and in trenches in construction area when directed by Engineer to maintain roads in safe and traversable condition. Placement of DGA or crush stone and maintenance of traffic in construction area is considered incidental to construction and will not be paid for separately.
 - (5) At anytime when excavated material is placed on a paved road, the road shall be cleaned at the end of the day with a power broom and at times as directed by the Engineer.
 - (6) When excavated material is placed or stockpiled on gravel roads, the contractor shall place crushed stone in these areas to the thickness as approved by the Engineer. The road shall have as much or more gravel or crushed stone as prior to construction as determined by Engineer.

13. WORK ON PRIVATE PROPERTY

- A. In connection with work performed on "private property" (property other than public rights-of-way), Contractor shall confine equipment, storage of materials, and operation of his workmen to limits indicated on plans, or to lands and rights-of-way provided for the project by Owner, and shall take every precaution to avoid damage to private property owners' buildings, grounds and facilities.
- B. Fences, hedges, shrubs, etc. within construction limits, shall be carefully removed, preserved, and replaced after construction on the private property is completed. Private property owners' facilities, and grounds, shall be restored to as good or better condition than found, as quickly as possible, at Contractor's expense.
- C. Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees that receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.
- D. Large trees or other facilities within construction limits that cannot be preserved and replaced shall be removed by Contractor with approval of Engineer, but Owner will assume responsibility for settling with property owner for loss of said trees or facilities. Such trees and facilities, however, may be indicated on Drawings. Contractor shall be solely and entirely responsible for any damage to trees or facilities whether indicated on Drawings or not.
- E. Foundations, adjacent to excavations made below bottoms of the foundations, shall be supported by shoring, bracing, and underpinning as required as long as excavations remain open, and Contractor shall be responsible for any damage to foundations.

14. BLASTING

- A. All blasting operations shall be conducted in strict accordance with Kentucky Revised Statutes 351.320 to 351.340 and 351.340, effective October 6, 1972, and subsequent revisions, which shall be deemed to be included in these specifications the same as though herein written out in full. Contractor shall also comply with applicable municipal ordinances, Federal safety regulations and Section 9 of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, Inc. All explosives shall be stored in conformity with said ordinances, laws and safety regulations. No blasting shall be done within any other underground utility lines, except with light charges of explosives. Any damage done by blasting is the responsibility of the Contractor and shall be promptly and satisfactorily repaired by him.
- B. If directed by Engineer, all shots shall be covered with heavy timber or steel blasting mats to prevent flying material. Unless otherwise specified or directed, delay caps shall be used to reduce earth vibrations and noise.
- C. All blasting shall be supervised and performed by qualified personnel.

15. CLEAN-UP

- A. Clean-up shall be performed on a daily basis. All debris shall be removed from site regularly. The site shall be kept in a neat condition, ready for subsequent operations.
- B. If Contractor fails to perform proper or adequate cleanup behind pipe laying operations, an additional ten (10) percent of retainage will be withheld from payment(s) due Contractor.

16. PRECONSTRUCTION CONFERENCE

- A. Following signing of Contract Documents and prior to actual beginning of construction, a Pre-Construction Conference will be held. Contractor, Contractor's Superintendent, and major subcontractors, shall be present to discuss the Construction Schedule, Contractor's Plan of Operation, Engineer's authority, Resident Inspector's authority, procedures for monthly progress reviews and payments, and other relevant questions. Preconstruction conference will be scheduled by Engineer within ten (10) calendar days following date of signing of Agreement.
- B. Unless otherwise instructed by Engineer, Contractor shall prepare and submit five (5) copies of his proposed Construction and Payment Schedules for review at Preconstruction Conference.
 - (1) Construction Schedule shall be in a line-item/bar chart format showing anticipated starts, durations and completion of all major items, operations or disciplines or work.

17. TEMPORARY TOILETS, UTILITIES, STORAGE, ETC.

- A. Contractor shall be responsible for providing suitable temporary toilets for use by all workmen.
- B. Contractor shall be responsible for providing suitable sources of potable water for all operations required for completion of work.
- C. Contractor shall make arrangements for on-site areas for storage of materials and equipment, etc.
- D. Costs for any and all items covered under this paragraph shall be at Contractor's expense.

18. SECURITY

- A. Contractor shall be responsible for protection of his materials, equipment and work during period of Contract. Damage done to construction stakes or to material, equipment, or to completed work shall be replaced or repaired to Engineer's satisfaction and at no additional cost to Owner.
- B. Contractor shall be responsible for protection of adjacent public and private property affected by work performed under this Contract, and shall make all necessary and

appropriate arrangements with adjacent property owners and with Engineer for such protection prior to commencing work. Damage done to adjacent property resulting from Contractor's operations, or loss suffered by owners of adjacent property, shall be repaired or otherwise compensated by Contractor to satisfaction of Engineer and the affected owner of adjacent property at no additional cost to Owner.

19. LAYING OUT WORK

Contractor will be responsible for layout of all lines and shall furnish all materials required for layout. Contractor's personnel engaged in layout work shall be capable of performing duties set out herein.

20. MEASUREMENTS

- A. Contractor and each subcontractor shall be responsible for verification of all measurements at site before ordering materials or doing work. No extra charge or compensation shall be allowed due to differences between actual dimensions found in the field and dimensions indicated on Bid Form or on Drawings.
- B. Contractor shall be prepared to guarantee to each of his subcontractors dimensions which he may require for layout and fitting of his work to surrounding work.

21. RECORD DOCUMENTS

Contractor shall maintain in good condition at project site one (1) set of prints of all Contract Drawings, upon which Contractor's Representative will record periodically as required the actual location and conditions of construction, if different than shown or indicated on Drawings. Approval of final payment is contingent in part, upon receipt of record drawings by Engineer.

22. PARTIAL PAYMENT SCHEDULE

- A. Partial Payment Estimate forms will be furnished by Engineer at Preconstruction Conference. Contractor shall prepare monthly Payment Request Forms, as described in General Conditions.
- B. Contractor shall attend monthly Progress Meetings, scheduled by Engineer, for purpose of reviewing Contractor's Request for Payment and other matters pertaining to performance of work. If directed by Engineer, Contractor shall arrange for his subcontractors to be present at Progress Meetings.
- C. Payments Withheld
 - (1) Engineer may withhold or, on account or subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect Owner from loss on account of:
 - a. Defective work not remedied.
 - b. Claims filed or reasonable evidence indicating probable filing of claims.

- c. Failure of the contractor to make payments properly to subcontractors or for material or labor.
 - d. A reasonable doubt that the contract can be completed for the balance then unpaid.
 - e. Damage to another Contractor.
 - f. Performance of work in violation of the terms of the contract.
- D. Where work on unit price items is substantially complete but lacks clean-up and/or corrections order by Engineer, amounts shall be deducted from unit prices in payment certificates to amply cover such clean-up and corrections. When the above clean-up and/or corrections are made, payment shall be made for amounts withheld.

23. APPROVALS AND PERMITS

- A. Kentucky Highway Department Encroachment Permits have been approved for all state roads. Contractor will be responsible for posting bond to obtain the Encroachment Permit.
- B. Permission has been obtained for construction on all county roads as shown in the plans.
- C. Contractor shall not begin work in road rights-of-way until he is furnished with copy of approved encroachment permit by Engineer.
- D. Use of rights-of-way shall be subject to written conditions on permits. Contractor shall comply with all requirements of access documents, for storage of materials, traffic control, restoration, etc.

24. USE OF PREMISES AND REMOVAL OF DEBRIS

Contractor shall, at his own expense:

- A. Take every precaution against injuries to persons or damage to property;
- B. Store his apparatus, materials, supplies and equipment in such orderly fashion at site of work as will not unduly interfere with progress of his work or work of any other contractors or subcontractors;
- C. Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- D. Clean up daily all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of work shall present a neat, orderly and workmanlike appearance.

- E. Before final inspection, remove all surplus materials, falsework, temporary structures, including foundations thereof, all debris resulting from his operation, and put the site in a neat, orderly condition.
- F. Effect all cutting, fitting or patching of his work required to make same conform to intent of Plans and Specifications and, except with consent of Engineer, no cut or otherwise alter the work of any other Contractor.
- G. Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate to minimize damage. Trees which received damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with tree dressing.

25. CHANGE ORDERS

- A. Change Orders shall be negotiated between the Engineer and Contractor. No work on Change Order shall proceed until change or has been approved by all parties.
- B. Change Orders to the construction contract must comply with Division of Water Procurement Guidance for Construction and Equipment Contracts and Federal Procurement 40 CFR 31.
- C. On Change Orders exceeding \$100,000, cost, pricing and certificates shall be provided as required by Division of Water Procurement Guidance for Construction and Equipment Contracts.

26. FIELD CHANGES

Engineer may issue written "Changes" which interpret Contract Documents without change in contract price or contract time, and Contractor shall carry out such field orders promptly.

27. GENERAL GUARANTY

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from date of substantial completion. Contractor warrants and guarantees for a period of one (1) year from date of substantial completion of system that completed system is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary by reason of such defects including repairs or damage of other parts of system resulting from such defects. Owner will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

28. SPECIFICATIONS BY REFERENCE

- A. Whenever the term "Standard Specifications" is used, it shall mean "Standard Specifications for Road and Bridge Construction" of the Kentucky Transportation

Cabinet, Department of Highways, Edition of 1998. Items described by reference to "Standard Specifications" shall comply with "Standard Specifications" as if they were printed herein.

- B. Copies of "Standard Specifications" may be obtained from: Transportation Cabinet, Department of Administration, Division of Management Services, State Office Building, Frankfort, Kentucky 40622.

29. SAFETY STANDARDS

Contractor shall be in compliance with OSHA (P.L. 91-596) and the Contract Work Hours and Safety Standards Act (P.L. 91-54).

30. SUBCONTRACTORS

Contractor shall submit names and superintendents of all subcontractors to be used on project prior to any work by the subcontractor. The contractor is responsible for all acts and omissions of its subcontractors.

31. INSPECTION

- A. One inspector will be working on this project. If more than one crew is working, trenches must remain open until the inspector approves the work.
- B. If inspector is not contacted by contractor concerning no work due to rain or wet weather conditions and comes to job site, no rain day will be allowed for the contract time.
- C. If more than one crew is working on project, the starting time for all crews shall be the same.

32. CUTTING OF TREES

Potential Roost Trees marked on the plans shall only be cut between October 15 and March 31. In cases where trees have to be cut from April 1 to October 15, a biologist will be required to evaluate the site and certify no Indiana bats are present.

END SECTION

LOOPED WATER LINES, PHASE 14

BULLOCK PEN WATER DISTRICT

DIVISION 2 – TECHNICAL SPECIFICATIONS

SECTION 02235 - SILTATION CONTROL

1. RELATED DOCUMENTS

- A. General provisions of Contract, General and Supplementary General Conditions, and General Requirements apply to this Section.
- B. Kentucky Erosion Prevention and Sediment Control (KEPSC) Best Management Practices Manual is part of this siltation control specification, and is readily available at <http://www.kyt2.com/publications>. Contractor must keep a copy of this manual on-site at all times for use and reference.

2. DESCRIPTION OF WORK

- A. Provide labor, material, equipment and services necessary for proper and complete siltation control.
- B. This work shall consist of temporary control measures as ordered by Engineer during life of contract to control siltation through use of erosion control methods; and coordinating these measures with permanent erosion control features specified elsewhere in contract to extent practicable to assure effective and continuous erosion control throughout construction and postconstruction period.
- C. Intent of this specification is to protect quality of water through prevention, control, and abatement of siltation resulting from construction project.
- D. Contractor shall exercise every reasonable precaution at all times to prevent siltation of all streams. He shall conduct and schedule his operations so as to avoid or minimize muddying or siltation of all streams. No partially completed item of work shall be left in a manner that will contribute to erosion during period in which work on item is suspended.

3. QUALITY ASSURANCE

A. Progress Requirements

- (1) Both permanent and temporary erosion control measures shall be progressively coordinated with construction operations throughout duration of project.
- (2) As areas of erodible earth material are exposed to elements of erosion, every effort should be made to stabilize and protect areas as quickly as possible, and as directed. Upon failure of Contractor to coordinate erosion control measures with construction operations in a manner to effectively control erosion and to prevent water pollution, Engineer may suspend Contractor's operations and withhold monies due Contractor on current estimates until such time that all aspects of work are coordinated in an acceptable manner.

B. Payment

- (1) Temporary erosion and pollution control measures which are required and/or are ordered by Engineer, shall be performed by Contractor at his own expense.

4. CONSTRUCTION

A. Prevention of Pollution

- (1) Construction operations shall not be performed in stream channels except in those areas where creek crossings are indicated on Drawings or where necessary for temporary or permanent structure.
- (2) Material removed from excavation shall not be deposited in streams, stream channels, other areas subject to flooding, or other locations where it may be washed away by high stream flows or fast runoff.
- (3) Fuels, oils, bitumens, calcium chloride, or other harmful materials shall not be placed where they may be carried into a stream or underground waters at any time.
- (4) Duration of exposure of uncompleted construction shall be as short as practicable. All backfilled trenches shall be permanently vegetated progressively with construction.
- (5) Contractor shall exercise every reasonable effort to prevent grass or brush fires that will expose areas of soil to erosion. Areas exposed to erosion by fire resulting from Contractor's operations shall be seeded and protected at no cost to Owner.
- (6) Lands and waters outside limits of construction, shall not be disturbed, except as may be found necessary and as permitted. Before final acceptance of work, all such disturbed areas, including abandoned haul roads, storage areas and plant sites, shall be reshaped to conform to adjacent ground and shall be revegetated by Contractor at his expense.

B. Temporary Control Measures

- (1) Engineer may limit surface area of erodible earth material exposed by trenching and backfilling operations, and may direct Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of adjacent streams.
- (2) Temporary pollution control measures shall be coordinated with permanent erosion control features to extent deemed practicable by Engineer to assure effective and continuous erosion control throughout construction and post-construction periods.
- (3) Temporary erosion control measures shall be used at any time during life of project when directed to prevent soil erosion and pollution of streams.
- (4) Erosion control features installed by Contractor shall be acceptably maintained by him.

C. Stream Crossings

- (1) All stream crossings shall be constructed perpendicular to the stream.
- (2) Silt fence will be placed on each side of stream to be crossed to prevent siltation and erosion.
- (3) Stream crossing site shall be regraded and reseeded within 14 days after disturbance.
- (4) No excavated material shall be placed in stream bed during construction.
- (5) Stream crossings shall be done at periods of low flow.

5. CLEAN-UP

At completion of project, and when approved by Engineer, all materials (straw bales, silt fences, etc.) shall be removed from the site and properly disposed of.

END SECTION

SECTION 02510 – WATER SYSTEM

1. RELATED DOCUMENTS

General Provisions of Contract, General, Supplemental and Special Conditions, and General Requirements apply to this Section.

2. DESCRIPTION OF WORK

Provide labor, material, equipment and services necessary for proper and complete installation of water pipe, gate valves, taps, fire hydrants, air release valves, meters, road bores, directional drills, creek crossings, encasements and miscellaneous appurtenances.

3. MATERIALS

A. Polyvinyl Chloride Pipe (PVC)

(1) Standard Polyvinyl Chloride Pipe

- a. Polyvinyl Chloride Pipe shall conform to ASTM Specification D-2241, latest revision. Pipe material shall conform to latest revisions of ASTM D-1784 (PVC pipe compounds), ASTM D-2241 (PVC plastic pipe, SDR), and ASTM D-2672 (Bell-End PVC pipe). Pipe shall have a minimum be pressure rating (SDR) as shown on plans.
- b. Joints for PVC pipe shall conform to latest revision of ASTM D-3139, (joints for plastic pressure pipes using flexible elastomeric seals). Joints shall be bells that consist of an integral wall section with a locked-in, solid cross section elastomeric ring which meets requirements of ASTM F-477. Bell sections shall be at least as hydrostatically strong as pipe wall.
- c. Fittings shall be ductile iron, mechanical joint, Class 250, conforming to AWWA specifications C110 for short body cast iron fittings. Fittings shall be tar-coated outside and shall receive standard cement lining with bituminous seal coat on inside as specified for ductile iron pipe.
- d. Joints for ductile iron fittings shall be of push-type, conforming to AWWA C111 (ANSI A21.11). Bells for push-on type joints shall have an annular recess in pipe socket to accommodate a single rubber gasket. Plain ends shall be suitably beveled to permit easy entry into bell. Basket and annular recess of socket shall be so designed and shaped that gasket is locked in place against displacement as joint is assembled.

- (2) All bends and other fittings that require trust blocks shall be ductile iron (or approved equal) with transition gaskets to accommodate outside diameter of PVC pipe.

- (3) Lubrication for rubber connected joints and fittings shall be water soluble, non-toxic, non-objectionable in taste and odor and have no deteriorating effect on PVC or gaskets and shall be supplied by pipe manufacturer.
- (4) All PVC pipe and fittings shall bear National Sanitation Foundation (NSF) approved seal for potable water.
- (5) Grip rings (mega lug style or allgrip #3600) shall be used in joining PVC pipe to ductile iron fittings, valves, etc. Grip rings will be required on valves, bends, tees and at the end of lines.

B. High Density Polyethylene Pipe (HDPE)

- (1) High Density Polyethylene Pipe shall be used on all bores, creek crossing and other encased pipe over 50 feet long. High density polyethylene pipe shall conform to AWWA C9006, latest revision. Pipe shall have a minimum be pressure rating (DR) as shown on plans.
- (2) Polyethylene fittings shall be made from material meeting the same requirements as the pipe. Polyethylene fittings shall be molded or fabricated by the manufacturer of the pipe. Fittings shall meet the requirements of AWWA C906. Molded fittings shall be manufactured in accordance with either ASTM D2682 (socket fused) or ASTM D3261 (butt fused) and shall be so marked.
- (3) Joints between plain ends or polyethylene pipe shall be made by butt fusion. The Pipe Manufacturer's fusion procedures shall be followed at all times as well as the recommendations of the Fusion Machine Manufacturer. The wall thickness of the adjoining pipes shall have the same DR at the point of fusion. All employees working on fusions connections shall be certified by the pipe manufacturer as qualified to perform fusion connects. On each day butt fusions are to be made, the first fusion of the day shall be a trial fusion. The trial fusion shall be allowed to cool completely, then fusion test straps shall be cut out. The test strap shall be 12" or 30 times the wall thickness in length (minimum) and 1" and 1.5 times the wall thickness in width of the strap touch. If the fusion fails at the joint, a new trial fusion shall be made, cooled completely and tested. Butt fusion of pipe to be installed shall not commence until a trial fusion has passed the bent strap test.

C. Encasement Pipe

- (1) Where indicated on Drawings, Contractor shall install encasement pipe by boring method. Encasement pipe shall be installed using equipment that mechanically bores the hole with a cutting head and continuous auger inside the encasement pipe. Encasement pipe shall be installed simultaneously with boring the hole.
- (2) Steel Encasement Pipe shall be plain end, uncoated and unwrapped, have a minimum yield point strength of 35,000 psi and conform to ASTM A252 Grade 2 or ASTM A139 Grade B without hydrostatic tests. Steel pipe shall have welded joints.

**WATER MAIN EXTENSION, PHASE 6
BULLOCK PEN WATER DISTRICT**

- (3) Steel Encasement Pipe wall thickness shall be a minimum of 0.250 inches for road bores and 0.375 inches on interstate bores. Diameter of pipe shall conform to requirements of Kentucky Transportation Cabinet, Bureau of Highways for highway crossings.
- (4) HDPE Encasement Pipe dimensional ratio (DR) shall be determined by the contractor to properly function with their boring equipment, the earthen materials being augured through, the depth of the encasement pipe, etc. However, HDPE Encasement Pipe wall thickness should be at least DR17.
- (5) PVC Encasement Pipe should be SDR35 for depths less than 12'. For depths greater than 12' use SDR26.
- (6) Spacers shall be used at every 7 feet.
- (7) Manufactured end sections shall be used at the end of the steel encasement.
- (8) Attached threaded rod to nearest fitting outside of encasement pipe.

E. Gate Valves and Boxes

- (1) All gate valves shall be of double disc, parallel seat type or resilient seated type, iron body, non-rising stem, fully bronze mounted with O-ring seals. Valves shall be of standard manufacture and of highest quality both as to materials and workmanship and shall conform to latest revisions of AWWA Specification C-500. Valves shall have a rated working pressure of 250 psi, with standard mechanical joint, A-2380-23 as manufactured by Mueller Co., Darling, Smith, Kennedy, or approved equal.
- (2) Gate valves for buried service shall be furnished with mechanical joint end connections, unless otherwise indicated on Drawings. End connections shall be suitable to receive ductile iron, or PVC.
- (3) Gate valves for inside service shall be hand wheel operated, double disc, parallel seat type, iron body, fully bronze mounted with O-ring stem seals, flanged faced and drilled to match ASA Class 125.
- (4) All gate valves shall have name or monogram of manufacturer, year valve casting was made, size of valve, and working pressure cast on the body of valve.
- (5) Gate valves set with valve boxes shall be provided with a 2" square operating nut and shall be opened by turning to left (counterclockwise); gate valves set in vaults or pits shall be furnished with handwheels.
- (6) Gate valves shall be installed in a vertical position with 6" PVC pipe serving as a valve box. A ductile iron lid shall be furnished being marked "WATER". They shall be set vertically and properly adjusted so that cover will be in the same plane as finished surface of ground, street, or sidewalk.

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- (7) Valve boxes shall be accurately centered over valve operating nut, and backfill thoroughly tamped about them. Valve box bases shall not rest on valves but shall be supported on crushed stone fill. They shall be set vertically and properly cut and/or adjusted so that tops of boxes will be at grade in any paving, walk or road surface, and two to three inches above ground in grass plots, fields, woods or other open terrain. Valve boxes shall be as manufactured by Mueller, M & H Valve Company, Darling, Russell Pipe and Foundry, or approved equal.
- (8) A pre-cast 24" diameter concrete valve pad by 4 inches thick shall be furnished around valve boxes. A blue stake shall be installed to mark all valve locations.
- (9) Tracer wire shall be run outside of valve box and then laid inside the top of the box below the cap.

F. Air Release Valves

- (1) Air release valves and boxes shall be installed at high points in lines as indicated on Drawings or as directed by Engineer.
- (2) Valve shall have a 1" screwed inlet diameter with a minimum 3/32" size orifice. Body and cover shall be constructed of cast iron and float shall be of stainless steel or hard rubber. Valves shall be suitable for use in lines with an operating pressure range of 0 to 200 psi. Valves shall be equivalent to APCO No. 200A, or approved equal.
- (3) Air release valve box shall be 18 inch by 30 inch PVC meter box and shall be set on a No. 9 crushed stone or gravel base. Lid for box shall be a two piece lockdown high rise type.

G. Meter Services

- (1) Service clamps or saddles shall be used for service connections to PVC pipe of all sizes. Saddles for PVC mains shall be bronze and be Mueller Series H-13000 or S-1300 O Series or approved equal.
- (2) Corporation stops for use in service clamps or in direct taps shall be Mueller H1500 or approved equal, for PVC pipe. Stops shall be appropriate for 3/4 and 1" size polyethylene service pipe or 1-1/2 and 2" size PVC service pipe. Corporation stop valves shall be ball valves when pressure is over 100 psi. Corporation valves shall be installed in the upper half of pipe as shown on typical detail. Plastic insert stiffeners shall be used inside polyethylene pipe at junction with corporation stop.
- (3) Corporation stops shall be placed from 9:00 to 3:00.

H. Service Line

- (1) 3/4" and 1" Polyethylene Pipe (PE)

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- a. Pipe shall be made from virgin, ultra-high molecular weight polyethylene resin.
- b. Dimensions and tolerances shall meet values as listed in ASTM D-2737, latest revision, "Specifications for Polyethylene Plastic Pipe (SDR-PR)". Standard dimension ratio shall be SDR9-PE3048.
- c. Pipe shall be rated for use with water at 73.4° F at hydrostatic design stress of 630 psi and a maximum working pressure of 200 psi. Pipe shall sustain water pressure of 340 psi for 1000 hours with water at 73.4°F.
- d. Surface shall be homogeneous inside and out and completely free of irregularities. Random testing shall be performed at intervals during all production runs to assure uniformity in all respects. The tubing shall carry the National Sanitation Foundation seal of approval for potable water.
- e. Pipe shall be marked in lettering at intervals of not more than five (5) feet and such marking shall include nominal size; manufacturer's name or trademark; pressure rating for water at 73.4° F., 200 psi; applicable ASTM specification; ASTM material specification, PE 3408; standard dimension ratio, SDR-9; the National Sanitation Foundation Seal of Approval (NSF mark) and production code.
- f. All service piping crossing under roads and streets shall be 1" minimum diameter.

- (2) 2" service pipe shall be HDPE pipe and meet the same requirements as those for HDPE water mains.

I. Meter Boxes

- (1) Meter boxes shall be P.V.C. and shall be 18" in diameter x 30".
- (2) Metal lids for boxes shall be flat type solid with 1/2" ring on bottom of lid and be VWM-18-2 by Vestal Manufacturing or approved equal. Metal lids shall be predrilled with 1 3/4" hole to accept touch read connection.
- (3) Metal lids for boxes for creek crossing valves shall be a 2 piece lockdown high rise lid.

J. Meter Setting Equipment

- (1) Copper meter setters for 5/8" x 3/4" meter settings without individual pressure reducing valves, shall be catalog number B1434-22 by Mueller Co. or approved equal. All setters shall have two valves, one being a ball valve and the other being a double check valve. Locking devices with pins and seals furnished, shall be provided for all setters. All connections shall be the type for PE pipe. Meter setters for settings having individual PRV's shall be those corresponding to the catalog numbers listed above.

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- (2) A plastic insert stiffener shall be used inside the PE pipe at its connection to both sides of the meter yoke. Stiffener shall be approved equal to Ford Catalog insert 71 for 3/4" pipe and insert 72 for 1" pipe.
- (3) A 3/4" X 18" P.V.C. pipe shall be installed in box to hold the meter setter in place. The meter setter should have a brace eye to accommodate this pipe.
- (4) Meter setters for 1 1/2" and 2" meter shall have a bypass.

K. Fire Hydrants

- (1) Contractor shall furnish and install dry head type fire hydrants where indicated on Drawings or as directed by Engineer. Hydrants shall conform in all respects to requirements of AWWA C502-73. Hydrant barrel shall have safety breakage feature above the ground line. All hydrants shall have mechanical joint shoe connection with the fire hydrant having, two 2- 1/2" discharge nozzles and one 4-1/2" pumper nozzle and having caps fitted with cap chains. Connection threads and operating nuts shall conform to National Standard Specification as adopted by National Board of Fire Underwriters.
- (2) Operating nut shall be 1- 1/2", and shall open left (counterclockwise). Main valve shall have 5-1/4" full opening for 6" hydrants, and be of the compression type opening against water pressure so that valve remains closed should the barrel be broken off.
- (3) Hydrant shall be fully bronze mounted. Main valve shall have a threaded bronze seat ring assembly of such design that it is easily removable by unscrewing from a threaded bronze drain ring. Bronze drain ring shall have multiple ports providing positive automatic drainage as the main valve is opened or closed.
- (4) Drainage waterways shall be completely bronze to prevent rust or corrosion.
- (5) Operating stem shall be equipped with anti-friction thrust bearing to reduce operating torque and assure easy opening. Stop shall be provided to limit a stem travel. Stem threads shall be enclosed in a permanently sealed lubricant reservoir protected from weather and the waterway with O-ring seals.
- (6) Hydrants shall be designed for 200 psi working pressure and shop tested to 300 psi pressure with main valve both opened and closed. Under test the valve shall not leak, the automatic drain shall function and there shall be no leakage into the bonnet.
- (7) Hydrants shall be set plumb with not less than three cubic feet of crushed stone and backed with at least one cubic foot of Class "C" concrete or equivalent. Hydrants shall be attached to water main by an anchor tee, gate valve and 36" ductile iron anchor coupling. All piping from water main to hydrant shall be ductile iron. All piping from water main to hydrant shall be ductile iron.

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- (8) Hydrants shall be installed with a vertical distance from the center of the pumper nozzle to the ground of 16 to 18". Gradelok by Assured Flows, Inc. shall be installed between the gate valve and hydrant when the 16 to 18" clearance cannot be obtained with finish grade. All fire hydrants shall be provided with a shut-off valve in the hydrant lateral as indicated on Drawings. Inlet cover depth shall be minimum 36".
- (9) Fire hydrants shall be Centurion Model A423 with 5-1/4" opening for 6" hydrants.
- (10) Hydrants shall be painted with one (1) coat of No. 2472 Safety Red (Porter Paint or approved equal.) All cleaning, priming and painting shall be in accordance with paint manufacturers recommendations
- (11) Pay item for fire hydrant shall include all material from the main water to hydrant including tee, valve, hydrant, piping, grip rings, grade lock, gravel, concrete blocks, meter box and lid and etc.
- (12) Hydrants shall have bags placed over them until they are in operation.

L. Marking Tape

- (1) Tape shall consist of a solid aluminum foil coil encased in a protective plastic jacket. The materials and ink color shall not change when exposed to the alkalis, acids and other destructive chemical variances commonly found in soil. The foil coil shall be visible to ensure continuity. Tape shall be a minimum width of 2 inches and colored blue with the word "water" marked on the tape. The minimum thickness shall be 5.5 mil with a minimum tensile strength of 4000 psi. Tape shall in installed a minimum of one foot above the top of the pipe".
- (2) Marking tape shall be considered incidental to the water line and no additional payment will be made for the marking tape.

M. Tracer Wire

- (1) A No. 12 coated copper wire shall be installed parallel to all nonmetallic pipe.
- (2) Tracer wire shall be installed to ground level for all valves and hydrants as shown on typical details.
- (3) Tracer wire shall be run outside valve box to top of valve box then over top of valve box with 4 feet of tracer wire in the valve box.
- (4) When gate valves or hydrants not within 800 feet, cast iron boxes will be installed with prefab hole for the tracer wire.
- (5) All service lines running under road will have tracer wire with 4 feet inside meter box.

**WATER MAIN EXTENSION, PHASE 6
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N. Tapping Sleeves and Valves

- (1) Tapping sleeves for connections to existing water lines shall be of the mechanical joint type suitable for working pressures comparable to the pipe class being tapped and shall be 3490 MJ Power Seal (fully gasketed) depending on pipe thickness or approved equal.
- (2) Tapping valves shall be of mechanical joint type suitable for working pressures of 250 psi and shall be Mueller No. H-902020 or approved equal.
- (3) All wet taps will be done by Bullock Pen Water District with materials provided by Contractor. Contractor shall excavate pits for the wet tap.
- (4) One week notice on wet taps shall be given.

O. By-Pass Meter

- (1) By-Pass Meter is to be installed at the valve closest to the creek crossing. It will consist of two saddles and 1" PE Service Line pipe, one on each side of said valve, and a meter setting connecting the two 1" PE lines.
- (2) The copper meter setters shall be as previously specified except that both valves shall be ball valves (Ford #VB 72-7W-44-33).

P. Water Line Markers

- (1) Waterline markers shall be 4 inch wide plastic and colored blue.
- (2) Cost of waterline markers shall be included in unit price of waterline.
- (3) Location of markers shall be as noted on the plans.

Q. Master Meter Assembly

- (1) Vault
 - a. 16'x8' precast concrete vault.
 - b. Shop drawing required.
- (2) Pipe
 - a. Ductile iron pipe shall be furnished for all master meter assembly piping and shall be in accordance with ANSI-AWWA C1150/A21.50-91 and ANSI/AWWA C151/A21.51-91 specifications and supplements thereto.
 - b. Ductile iron pipe shall be Ductile Iron Class 52, cement lined, bituminous coated, flange type.
 - c. The net weight, class or nominal thickness, manufacturer's mark, the year in which the pipe was produced, and the letters "DI" or "DUCTILE" are to be cast or stamped on the pipe.
 - d. Cement lining and bituminous coating shall conform to ANSI/AWWA C104/A21.4-90.

**WATER MAIN EXTENSION, PHASE 6
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- (3) Valves
 - a. Each valve shall have the name of the Manufacturer, diameter and direction of flow cast on the body.
 - b. All valves shall be iron certified ANSI/NSF Standard 61 for drinking water system components. These valves may be used by private and public water utilities to automatically control system pressures, flows, and levels. This series meets the legislation, regulations, or policies citing ANSI/NSF compliance that exists in 43 states.
 - c. Before being installed, the valves shall be flushed and cleaned of any dirt.

- (4) Control Valve
 - a. Shall open and close in response to electrical (pulse) output from telemetry system.
 - b. Shall have a rated working pressure of 200 psi minimum.
 - c. Bermad 710 Series, or approved Cla-Val equivalent.

- (5) Check Valves
 - a. Shall have a rated working pressure of 200 psi minimum.
 - b. Bermad 700 Series, or Cla-Val approved equivalent.

- (6) Strainer
 - a. Shall have a rated working pressure of 200 psi minimum.
 - b. Bermad 70F, or Cla-Val approved equivalent.

- (7) Meter
 - a. Neptune HP Turbine Meter
 - b. Must be equipped for Telemetry Output (4-20mA)

- (8) Gate Valves
 - a. See item E above.

- (9) Electrical Items
 - a. All electrical items must meet or exceed the National Electrical Code.
 - b. The electrical design, assembly, and installation, and the integration of component parts will be the responsibility of the contractor.
 - c. The electrical assembly is to be field tested by the contractor in the presence of the engineer's representative and the water district to operate in accordance with the Bullock Pen Water District and the Williamstown Water District requirements.
 - d. The contractor shall supply the engineer a shop drawing of the electrical assembly for approval.
 - e. It shall be the responsibility of the contractor to provide and install the correct size service wires from the transformer to the connection terminals at the

**WATER MAIN EXTENSION, PHASE 6
BULLOCK PEN WATER DISTRICT**

- master meter assembly. No splice will be allowed in the service wires.
- f. It shall be the responsibility of the contractor to provide and install all necessary disconnects, switching mechanisms, control panels, drop-down transformers, enclosures, frames mounts, etc.
 - g. Contractor shall coordinate with the Utility Company for meter requirements.
 - h. All enclosures are to be NEMA 4X Aluminum or Stainless Steel.
 - i. Rigid conduit, sized to adequately accept the inbound service connectors, shall be installed from the main power through any necessary disconnects, switching mechanisms, control panels, drop-down transformers, enclosures, etc. and terminate in the master meter coupling on the exterior wall of the master meter vault. The conduit connection to the master meter vault shall be plugged for shipment.
 - j. All wiring for the master meter assembly shall run in conduit except for neoprene covered flexible conduit and fittings properly used inside the master meter vault where flexible connections are best utilized. All internal equipment conduit and wire must meet the National Electrical Code.

(10) Telemetry

- a. Brackets shall be installed in the master meter vault for mounting a telemetry panel (By Others).
- b. Conduit and openings in master meter vault shall be provided for telemetry wiring.

4. SHOP DRAWINGS

Contractor shall furnish to Engineer for approval, six (6) sets of shop drawings, catalog cuts and certifications for all materials used in construction of water lines. Contractor shall not order material or equipment until approval is given by Engineer.

5. EXCAVATION FOR TRENCHES

- A. Except as otherwise directed by Engineer, trenches in which water lines are to be laid shall be excavated in open cut to depths as indicated on Drawings. In general, this shall be interpreted to mean that machine excavation in earth shall not extend below an elevation permitting lower quadrant of pipe to be bedded in undisturbed ground, and excavation in rock shall extend below invert elevation a distance to accommodate a layer of bedding material as specified elsewhere in this section.
- B. When excavated material is placed on paved roads, the contractor shall clean road with power broom at the end of each days work or as directed by the Engineer.
- C. When excavated material is placed on gravel or dirt roads, the contractor shall place crushed stone to the same thickness of the road prior to construction as determined by the Engineer.
- D. If foundation is good firm earth and machine excavation has been accomplished as set out hereinbefore, remainder of material shall be excavated by hand and earth pared or molded to give full support to lower quadrant of barrel of each pipe. Where

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bell and spigot pipe are involved, bell holes shall be excavated during this latter operation to prevent bells from being supported on undisturbed earth. If for any reason machine excavation in earth is carried below an elevation that will permit type of bedding specified, then a layer of granular material shall be placed so that lower quadrant of pipe will be securely bedded in granular fill.

- E. If foundation is rock and excavation has been undercut as set out hereinbefore, a bed of No. 9 crushed stone or tamped earth shall be placed to provide continuous support for lower quadrant of pipe. No extra payment will be made for this No. 9 crushed stone.
- F. Trenches shall be a minimum width of 12" plus to diameter of the pipe to provide free working space on each side of pipe and to permit proper backfilling around pipe, but unless specifically authorized by Engineer, trenches shall in no case be excavated or permitted to become wider than 2'-0" plus nominal diameter of pipe at level of or below top of pipe. If trench does become wider than 2' plus nominal diameter of pipe at level of or below top of pipe, special precautions may be necessary such as providing compacted, granular fill up to top of pipe or providing pipe with additional crushing strength as determined by Engineer after taking into account actual trench loads that may result and strength of pipe being used; Contractor shall bear the cost of such special precautions as are necessary. Trenches cut in roads and streets shall not exceed a maximum width of 3'-6" plus nominal diameter of pipe at level of road or street surface.
- G. Unless specifically directed otherwise by Engineer, not more than 1000 feet of trench shall be opened ahead of pipe laying work of any one crew, and not more than 1000 feet of open ditch shall be left behind pipe laying work of any one crew. Watchmen or barricades, lanterns and other such signs and signals as may be necessary to warn public of dangers in connection with open trenches, excavations and other obstructions, shall be provided by and at expense of Contractor.
- H. Pipe laying operation shall be continuous from beginning to end with no gaps allowed in the line unless approved by the Engineer.

6. REMOVAL OF WATER

Contractor, at his own expense, shall provide adequate facilities for promptly and continuously removing water from all excavation.

7. UNAUTHORIZED EXCAVATION

Whenever excavation is carried beyond or below required lines and grades, except as, and where authorized by Engineer, Contractor, at his own expense, shall refill said excavated space with suitable material in a manner approved by Engineer.

8. LAYING DEPTHS FOR WATER MAINS

In general, water mains shall be laid with a minimum cover of 36", unless otherwise indicated on Drawings or directed by Engineer.

**WATER MAIN EXTENSION, PHASE 6
BULLOCK PEN WATER DISTRICT**

9. PIPE BEDDING

- A. Foundation for pipes laid in trenches shall be prepared so that entire load of backfill on top of pipe will be carried uniformly on barrel of pipe. Pipe bells shall not carry any load of backfill.
- B. In trenches where solid rock is removed from trench bottom, pipe shall be bedded on six (6)" thickness of No. 9 crushed stone. No extra payment will be made for rock excavation or No. 9 crushed stone.
- C. When wet, mucky, yielding or otherwise unsuitable material is located below proposed pipe bedding elevation, such material shall be removed and replaced with No. 9 crushed stone. In such case, payment will be made per ton of "Extra Crushed Stone Bedding" actually placed in trench to replace unsuitable material excavated. Unsuitable material shall be removed and replaced with crushed stone at direction of Engineer.

10. PIPE LAYING

- A. All pipe shall be laid with ends abutting and true to lines indicated on Drawings or as directed by Engineer. Pipe shall be fitted and matched so that it will provide a smooth and uniform invert and be centered in the trench. All pipe shall be laid uphill when grade exceeds five percent.
- B. Fittings and special attachments for water main shall be provided and laid as pipe is laid and where directed by Engineer or as indicated on Drawings.
- C. Before each piece of pipe is lowered into trench, it shall be thoroughly swabbed out to insure its being clean. Any piece of pipe or fitting which is known to be defective shall not be laid or placed in trench. If defective pipe or fittings shall be discovered after pipe is laid, it shall be removed and replaced with a satisfactory pipe or fitting without additional charge. In case a length of pipe is cut to fit in a line, it shall be so cut as to leave a smooth end at right angles to longitudinal axis of pipe.
- D. Jointing shall be accomplished in accordance with the manufacturer's recommendations.
- E. Interior of pipe shall be cleaned of dirt, jointing materials, and superfluous materials of every description. When laying pipe is stopped for any reason, exposed end of pipe shall be closed with a plug fitted into pipe bell so as to exclude earth or other material and precautions taken to prevent floatation of pipe by runoff into trench.
- F. No backfilling (except for securing pipe in place) over pipe will be allowed until Engineer has had an opportunity to make an inspection of joints, alignment and grade in section laid, but such inspection shall not relieve Contractor of further liability in case of defective joints, misalignment caused by backfilling and other such deficiencies that are noted later.
- G. Anchorage of Bends, Tees, Plugs, Hydrants and Valves
 - (1) At all tees, plugs, caps and bends of 11-1/4° and greater, and at reducers

**WATER MAIN EXTENSION, PHASE 6
BULLOCK PEN WATER DISTRICT**

or in fittings where changes in pipe diameter occur, movement shall be prevented by using suitable harness, thrust blocks or ballasts. Hydrants and valves shall be provided with similar protection. Thrust blocks and supports shall be as indicated on Drawings, with sufficient volumes of concrete being provided; however, care shall be taken to leave weep holes unobstructed and allow for future tightening of all nearby joints. Unless otherwise directed by Engineer, thrust blocks shall be placed so that pipe and fitting joints will be accessible for repair.

- (2) Bridles, harness or pipe ballasting shall meet with approval of Engineer. Steel rods and clamps shall be galvanized or otherwise rust-proofed.
- (3) No extra pay shall be allowed for work on proper anchorage of pipe, fittings or other appurtenances; such items shall be included in unit price bid for supported item.

H. In cold weather, extra caution shall be used in handling and laying PVC pipe.

I. No more pipe than can be used in one week shall be strung out in advance.

11. BACKFILLING PIPELINE TRENCHES

- A. Backfilling pipeline trenches shall be accomplished in accordance with methods outlined hereinafter, and as indicated on Drawings. In all cases, walking or working on the completed pipelines, except as may be necessary in tamping or backfilling, will not be permitted until trench has been backfilled to a point one (1) foot above top of pipe. Filling of trench shall be carried on simultaneously on both sides of the pipe in such a manner that completed pipeline will not be disturbed and injurious side pressures do not occur.

The methods of backfilling shall be as follows:

Method A - Areas Not Subject to Vehicular Traffic

The lower part of the trench up to a point one (1) foot above the top of the pipe shall be hand placed backfilled with earth free from rock, acceptable to the Engineer, or with crushed stone when a condition exists as mentioned in Paragraph B, this article.

In the remainder of the trench, the backfill material shall be reasonably free from large rock (over one-half cubic foot in volume) and may be shoveled into the trench without compacting and heaped over whenever, in the opinion of the Engineer, this method of backfilling may be used without inconvenience to the public. The backfilling of earth material or crushed stone under this method is NOT a separate pay item.

**Method B - All Existing Gravel Streets, Roads and Drives
(Open Cut Method)**

- (1) Trench shall be backfilled with DGA. Backfill shall be placed full depth in trench to bottom of surfacing material.
- (2) No extra payment will be made for crushed stone or backfilling.

**WATER MAIN EXTENSION, PHASE 6
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Method C - All Existing Asphalt or Concrete Paved Drives.

- (1) All existing paved driveways shall be free bored unless indicated otherwise on plans.
- B. In areas where large quantities of rock are excavated, and the available excavated earth in the immediate vicinity is insufficient for placing the required amount of backfill over the top of pipe as set forth in Method A this article, then the Contractor must either haul in earth or order crushed stone aggregate for backfilling over the top of the pipe. Neither the hauling in and placing of earth nor the ordering and placing of crushed stone aggregate to fulfill the backfill requirements set forth in the aforesaid Method A is considered a pay item.
- C. When directed by the Engineer, the Contractor shall add water to the backfill material or dry out the material when needed to attain a condition near optimum moisture content for a maximum density of the material when it is tamped. The Contractor shall obtain a compaction of the backfill of at least 90 percent of standard (ASTM D-698) Proctor density where mechanical tamping of backfill is required.

12. CONCRETE ENCASEMENT

Concrete encasement shall be placed where shown on contract drawings, or as directed by Engineer. Concrete shall be Class 3500 psi and shall be mixed sufficiently wet to permit it to flow under pipe to form a continuous bed. In tamping concrete, care shall be taken not to disturb grade or line of pipe or injure joints. Concrete placed outside specified limits or without authorization from Engineer will not be subject to payment.

13. CREEK CROSSINGS

- A. Major creek crossings shall be installed by directional bore method with HDPE Casing Pipe.
- B. Minor creek crossings not shown for direction bore shall have PVC casing pipe (or HDPE where noted on plans) encased in concrete as shown on the typical details.
- C. Silt fence shall be placed on each side of creek to be crossed to prevent siltation and erosion.
- D. No excavated material shall be placed in creek beds during construction.
- E. Creek crossings which are open cut shall be done at time of no flow.
- F. Creek crossings shall be regraded and reseeded immediately following completion of stream crossing.
- G. Disturbed areas shall be restored to original contour.

14. CLEAN-UP

Contractor shall remove all debris and surplus construction materials resulting from his work on a daily basis. Contractor shall grade ground along each side of pipe trench in a uniform and neat manner leaving construction area in a shape as near as possible to original ground line. If cleanup is not performed daily, Engineer will shut down project and/or suspend payments.

**WATER MAIN EXTENSION, PHASE 6
BULLOCK PEN WATER DISTRICT**

15. CONNECTION TO EXISTING SYSTEM

- (1) Unless otherwise directed by the Water District, Contractor shall make dry taps connection to the new water main to the existing water system. The Contractor must notify the Water District when the connection is to be made so that representatives of the Water District may operate existing valves and witness the connection. A minimum notice of 48 hours must be given.

16. SEEDING, FERTILIZING AND MULCHING

Trenches in areas that are not paved shall be prepared for seeding. Materials and methods for seeding, fertilizing and mulching are described elsewhere in these specifications.

17. RESTORATION

- A. In general, contractor shall be responsible for proper care and maintenance of all existing structures, both above and below surface, which are encountered during progress of work. No structures of any kind shall be removed without consent of Engineer.
- B. Contractor shall care for and maintain all pipes and services for gas, sewer, telephone or electricity where same are encountered in prosecution of work. In event any such services for water, gas, electricity, sewer or telephone are disturbed, damaged or destroyed, Contractor shall arrange with owner of such service, or facility, for its replacement and restoration at Contractor's expense.

18. TESTING

- A. Water mains, services and all appurtenances shall be tested to 50 psi over the operating pressure of the water system. The operating pressure will be considered the pressure that would come from the high water elevation of the nearest tank. Defective joints of pipe shall be cut out and replaced as directed by Engineer. Cracked or defective pipe fittings, valves or hydrants disclosed in pressure test shall be replaced by Contractor with sound material, and test shall be repeated until test results are satisfactory to Engineer.
- B. Contractor shall maintain required pressure for six hours and shall measure the amount of water necessary to maintain this pressure for this length of time. The amount of water used to maintain pressure shall not exceed five gallons per 24 hours per mile of pipe per inch nominal diameter of the pipe.
- C. All leaks shall be repaired whenever or wherever there is evidence of a leak. Water used by Contractor shall be paid for by Contractor at the rate of \$3.00 per 1,000 gallons.
- D. All fittings, meters, equipment, tools and other material required for testing shall be provided by Contractor, and remain property of Contractor at completion of project.

**WATER MAIN EXTENSION, PHASE 6
BULLOCK PEN WATER DISTRICT**

19. DISINFECTION OF WATER LINES

- A. New potable water lines shall not be placed in service, either temporarily or permanently, until they have been thoroughly disinfected in accordance with the following requirements and to the satisfaction of Engineer.

- B. After testing, granular chlorine (HTH) or equal shall be introduced into the section of the line begin disinfected sufficient to insure a chlorine dosage of at least 50 ppm in the main. A chart will be supplied by water district on minimum amount of chlorine to use. While the solution is being applied, the water should be allowed to escape at the ends of the line until tests indicate that a dosage of at least 50 ppm has been obtained throughout the pipe. Open and close all valves and cocks while chlorinating agent is in the piping system. The chlorinated water shall be allowed to remain in the pipe for 24 hours, after which a residual of at least 25 ppm shall be obtained. The disinfection shall be repeated until 25 ppm is obtained, after which time the main shall be thoroughly flushed until the residual chlorine content is not greater than 1.0 ppm. Contractor shall have testing equipment for testing chlorine content. Chlorinated water resulting from disinfection of water line shall be disposed in a manner which will not violate 401 KAR 5:031.

- C. Following disinfection of the line, bacteriological samples shall be collected and analyzed in accordance with the requirements of Kentucky Department for Natural Resources and Environmental Protection. Samples shall be taken at connection points to existing lines, at 1 mile intervals, and at dead ends without omitting any branch lines. When the samples have been approved, the new line then may be connected to the system. Cost of collecting and analyzing samples shall be paid by Contractor.

END SECTION

SECTION 02920 - SEEDING, FERTILIZING AND MULCHING

1. RELATED DOCUMENTS

General provisions of Contract, and General, Supplemental, and Special Conditions apply to this Section.

2. DESCRIPTION OF WORK

Provide labor, material, equipment and services necessary for proper and complete seeding and mulching.

3. QUALITY ASSURANCE

The intent of these Specifications is to require the Contractor to provide, in all areas to be seeded, fertilized and mulched, a smooth uniform turf of the grasses specified free from bare spots, eroded areas, weeds or other deficiencies. Acceptance by the Engineer is conditional upon compliance with this intent after the initial growing season.

4. MATERIALS

A. Mulch shall be a high quality small-grain straw or a hydraulically applied wood-cellulose fiber mulch approved by Engineer.

B. Commercial fertilizer shall be a complete fertilizer, uniform in composition, dry and free flowing. Fertilizer which becomes caked or otherwise damaged making it unsuitable for use will not be accepted.

C. Lime shall be agricultural limestone containing not less than 85% of total carbonates and shall be ground to a fineness that 50% will pass through a 100-mesh sieve and 80% will pass through a 20-mesh sieve. Coarser material will be acceptable provided that specified rates of application are increased proportionally on basis of quantities passing 100-mesh sieve.

D. Seed Mixture

(1) Lawn Seed shall be guaranteed by dealer and distributed as follows:

A. Farm or pasture

80% Kentucky 31 Tall Fescue
20% Annual Ryegrass

B. Residential Yards

40% Kentucky Bluegrass
40% Fine Leaf Fescue
20% Annual Ryegrass

(2) Seed mixture shall be sown at rate of 5 pounds per 1000 square feet.

5. SOIL IMPROVEMENTS

Fertilizer shall be applied to all seeded areas as follows:

- A. Agricultural limestone - 75 pounds per 1000 square feet.
- B. Fertilizer - 20 pounds, 10-10-10 fertilizer per 1,000 square feet.
- C. Application
 - (1) Limestone shall be thoroughly mixed into topsoil as far ahead of seeding as will not interfere with other grading operations.
 - (2) Fertilizer shall be applied to areas being prepared for seeding and shall be mixed lightly in top few inches of topsoil.

6. SEEDING AND MULCHING

- A. Seeding
 - (1) Immediately before seed is sown, loosen soil to a depth of 3 inches by rotary tools, discs, harrows, or other approved methods. Engineer may reduce depth to which soil is loosened on steep slopes or places inaccessible to mechanical equipment.
 - (2) Remove all large or unsightly clods or stones, and other foreign material brought to surface and repair all gullies, washes, or disturbed areas before seed is applied.
 - (3) Seed shall be broadcast either by hand or by approved sowing equipment at rate specified.
 - (4) Do not perform seeding during high winds that would prevent uniform distribution of seed.
- B. Mulching
 - (1) All seeded areas shall be mulched with straw to depth of approximately 1-1/2 inches. Mulching shall follow seeding operation not later than 48 hours.

7. PLANTING SEASON

Spring seeding season shall be between February 15 and April 15. Fall seeding season shall be between August 1 and October 20. Seeding seasons may be extended only at direction of Engineer.

8. CLEAN-UP

Soil, peat or similar material which has been brought onto paved areas within or outside construction limit by hauling operations or otherwise shall be removed promptly, keeping these areas clean at all times. Upon completion of seeding, all excess soil, stones and debris which have not previously been cleaned up shall be removed from site or disposed of as directed by Engineer. All lawn areas shall be prepared for final inspection.

9. MAINTENANCE

Maintenance shall begin immediately following last operation of seeding and shall continue until lawn is formally accepted. Maintenance shall include sufficient watering, weeding, cultivating, mulching, regular mowing of seeded areas, and removal of dead materials.

10. INSPECTION FOR ACCEPTANCE

Inspection of work of this section to determine completion, exclusive of possible replacement of seed, will be made by Engineer upon written notice requesting such inspection submitted at least ten (10) days prior to anticipated date of inspection and provided that an 80% minimum coverage per square foot for all seeded lawn areas has been established. Contractor shall guarantee, at the time of this inspection, that the seeded areas will be in compliance with the intent of this Specification described herein. This guarantee shall apply to all permanent seeding performed in conjunction with project, regardless of type protection used or season in which seeding is performed.

11. GUARANTEE

- A. When seeding does not meet guarantee requirements at time of inspection, Contractor will be advised of amount and location of corrective work deemed necessary. Additional work required may include preparation of a new seedbed, refertilizing, reseeding, remulching, or any erosion control items that are required. Contractor shall perform all corrective work as soon as favorable working conditions occur after being advised of corrective work required. Corrective work and materials required to fulfill guarantee requirements will not be paid for, except as hereinafter provided for unavoidable damage.
- B. When unavoidable damage occurs after date project is declared complete and before inspection previously described, then payment will be made at original contract unit prices for additional seeding and protection work ordered by Engineer. Unavoidable damage may result from slides, vehicular traffic, fires, and deluges. Failure of seed to sprout and grow will not be considered unavoidable damage.
- C. From time seeding and protection work begins until date project is declared complete, keep all seeded areas in good condition at all times. Damage to seeded areas or to mulch materials shall be promptly repaired as directed. All work and materials necessary to protect, maintain, and restore seeded areas during life of contract shall be performed at no additional cost to Owner, except additional work caused by changes in project authorized by Engineer.

- D. When it becomes necessary to disturb previously seeded areas at direction of Engineer, payment for a reasonable amount of additional work, as determined by Engineer, will be made at original contract unit price. No payment will be made for additional work due to changes made for benefit of Contractor, nor will payment be made for corrective work required because Contractor has failed to properly coordinate his entire erosion control schedule thus causing previously seeded areas to be disturbed by operations that could have been performed prior to seeding.

END SECTION

SECTION 03300 - CAST-IN-PLACE CONCRETE

1. RELATED DOCUMENTS

General Provisions of Contract, General, Supplemental and Special Conditions, and General Requirements apply to this Section.

2. DESCRIPTION OF WORK

Provide labor, transportation, materials, tools, equipment and appliances necessary for proper and complete installation of all concrete work.

3. MATERIALS

A. General

All materials used in the work shall be stored and handled in such a manner as will prevent deterioration or intrusion of foreign matter. Material which has deteriorated or has been damaged shall be immediately and completely removed for premises. All material shall comply with requirements of standards of American Society for Testing and Materials.

B. Manufactured Materials

Manufactured materials such as cement, shall be delivered and stored in original packages, plainly marked with brand and maker's name. Material in broken containers or in packages showing water marks or other evidence of damage will be rejected. Unless otherwise noted, all materials used in concrete work shall be as specified below:

(1) Portland Cement---Type I or Type III - ASTM C-150.

(2) Aggregates-----ASTM C-33.

a. Fine aggregates shall consist of natural sand having clean, hard, uncoated particles and free from injurious amounts of soft friable, thin, elongated or laminated pieces. Aggregates shall not absorb more than 3% moisture by weight. Maximum size of pieces shall be 3/4".

b. Coarse aggregates shall be crushed stone having clean, hard, uncoated particles and free from injurious amounts of soft friable thin elongated or laminated pieces. Aggregate shall not absorb more than 3% by weight.

(3) Air Entraining Agent-----ASTM C-33.

(4) Water shall be clean and free from deleterious amounts of acids, alkalis or organic materials.

- C. Metal Reinforcement: All reinforcing shall be ASTM A-615, with a minimum yield of 60,000 psi.
- D. Concrete Curing and Hardening Compound shall be Sonneborne "Kure-N-Seal" or equal.
- E. Anti-spalling compound shall be Sonneborne "Pitt-Loc" or equal.
- F. Expansion joint material shall be premoulded filler as manufactured by Homasote Co. (Homex 300); Dayton SURE-Grip (G-30) or equal.

4. CONCRETE - QUALITY

- A. Ready-mixed concrete complying with these Specifications and conforming to ASTM designation C-94, Strength Method shall be used.
- B. Type Concrete
 - Min. Compressive Strength at 28 days-----3,000 psi
 - Slump-----3-5 inches
 - Air Content-----4%
- C. Use of admixtures is prohibited except where written consent is given by Engineer.
- D. Ready mix design shall be submitted to Engineer for approval prior to ordering concrete for project.

5. REINFORCING

Detailing, fabrication and placing shall conform to American Concrete Institute "Manual of Standard Practice for Detailing Reinforced Structures" (ACI-315).

6. CONVEYING AND DEPOSITING CONCRETE

Procedures shall be in accordance with American Concrete Institute Standard "Recommended Practice for Measuring, Mixing and Placing Concrete." (ACI-614).

7. CURING

Concrete shall be maintained in a moist condition for seven (7) days after placing. Curing shall begin immediately after completion of final finishing operation.

8. COLD WEATHER REQUIREMENTS

Procedures shall be in accordance with American Concrete Institute "Recommended Practice for Winter Concreting" (ACI-604). Section "Minimum Requirements for Job Taking Maximum Risk" shall not be considered a part of this Specification.

9. FINISHING

A. Slabs

- (1) Under no circumstances shall dry cement or a mixture of dry cement and sand be sprinkled directly on surface to absorb moisture or to stiffen mix.
- (2) Finish for floor slabs shall be as follows:

Surface of slab shall be struck off true to elevations called for, and all surface water, laitance and dirt removed. After allowing the concrete to dry out from 20-30 minutes, depending on weather conditions, the surfaces shall be brought to final grade with a wood float. Surfaces shall be tested with a straight edge to detect high and low spots which shall be eliminated. After concrete has hardened sufficiently to prevent excess fine material from working to surface, surface shall be steel troweled to a smooth hard finish, impervious and free from imperfections, pits and other irregularities, and true to a maximum tolerance of 1/8" in six (6) feet.

10. CRUSHED ROCK FILL

Install a 4" crushed rock fill under all floor slabs on earth. Rock shall be clean crushed limestone, graded from 3/4" to 1-1/2" in diameter, spread evenly, tamped solid and brought to the proper elevation for the reception of the concrete slab, placed only after approval of graded and properly compacted subsurface.

11. INSPECTION

- A. Concrete shall not be placed over pipes and conduits until such work has been tested, inspected and approved.
- B. All concrete placed in violation of these provisions shall be subject to rejection.

12. NOTIFYING OTHER TRADES

Notify plumbing and Electrical Contractors and all other Contractors, at proper time to install all pipes, conduits, anchors or other equipment coming under their respective contracts in form work.

13. TESTING CONCRETE

A. Slump Test

At least one slump test shall be made before first concrete pour, at start of pouring any concrete at each 5 cubic yards deposited during one operation. These shall be made for the same samples as those taken for cylinder tests, and records of same kept therewith. Test shall be made according to ASTM Designation (C-143), and as required under ASTM Designation C-94 for ready-mixed concrete. Mix designed

for a slump test of 2" and not more than 4", except in cases where thin sections would indicate in the opinion of the Engineer that a wetter mix is more desirable. The Contractor shall furnish necessary equipment for the slump test.

B. Cylinder Test

- (1) At the start of concreting, the Contractor shall make from a single batch a set of four (4) cylinders per ASTM Designation C-31. Two shall be tested at 7 days and two at 28 days, per ASTM Designation C-39.
- (2) At each time when twenty or more cubic yards of concrete are placed during one operation, and when the sum of smaller deposits of concrete equal thirty cubic yards since previous tests, and at any change in mix, four (4) cylinder tests will be required, two tested at 7 days and two at 28 days, per ASTM Designation C-39. In case of C-94 and C-172 shall be added. Class "A" concrete samples shall show a compressive strength of not less than 3500 lbs. per square inch in 28 days.
- (3) The Contractor shall furnish all equipment for sampling and curing on the job, and shall bear the cost of laboratory curing and testing.

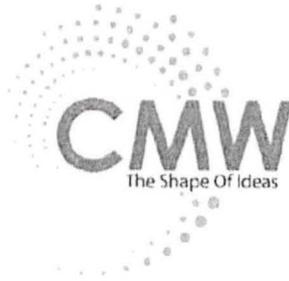
END SECTION

Application
CONTAINS
LARGE OR OVERSIZED
MAP(S)

RECEIVED ON:
07/16/2015

EXHIBIT 7

Phase XIV Estimated Cost of Operations



Operations Analysis
Looped Water Lines, Phase 14
Bullock Pen Water District
June 30, 2015

With this project the Bullock Pen Water District should see an operational and maintenance savings:

1. These new waterlines should not require maintenance for years to come, so additional maintenance costs should be negligible.
2. These new waterlines should not require additional manpower so employee salary, wages and benefits should not be affected.
3. These new waterlines will improve system flow and dramatically reduce the flushing of several dead-end waterlines.

The projected yearly operational savings from reduced flushing is:

- Projected Flushing Reduction 8,798,000 gal
- Average Cost \$3.10 per 1000 gal
- Water Savings (8,798,000)/(\$3.10/1000) \$27,273.80

- Projected Travel Reduction 12 round trips per year
 - (12)(67 miles round trip) = 804 miles
- Average Cost \$0.575 per mile
- Travel Savings (804)/(\$0.575) \$462.30

- Total Operational Savings (\$27,273.80 + 462.30) \$27,736.10
(Does not include non-quantifiable pumping & storage costs)





Steven L. Beshear
Governor

KENTUCKY INFRASTRUCTURE AUTHORITY

1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601
Phone (502) 573-0260
Fax (502) 573-0157
<http://kia.ky.gov>

John E. Covington III
Executive Director

March 12, 2014

Mr. Bobby Burgess, Chairman
Bullock Pen Water District
P.O. Box 188
Crittenden, KY 41030

**KENTUCKY INFRASTRUCTURE AUTHORITY
FEDERALLY ASSISTED DRINKING WATER REVOLVING LOAN FUND
CONDITIONAL COMMITMENT LETTER (F14-008)**

Dear Chairman Burgess:

The Kentucky Infrastructure Authority ("the Authority") commends your efforts to improve public service facilities in your community. On March 6, 2014, the Authority approved your loan for the Looped Lines, Phase 14 project subject to the conditions stated below. The total cost of the project shall not exceed \$869,600 of which the Authority loan shall provide \$849,600 of the funding. Other anticipated funding for the project is reflected in Attachment A. The final loan amount will be equal to the Authority's portion of estimated project cost applied to the actual project cost. Attachment A incorporated herein by reference fully describes the project.

An Assistance Agreement will be executed between the Authority and the Bullock Pen Water District upon satisfactory performance of the conditions set forth in this letter. A period of twelve months from the date of this letter (3/12/2015) will be allowed for you to meet the conditions set forth in this letter and enter into an Assistance Agreement. A one-time extension of up to six months may be granted for applicants that experience extenuating circumstances. Funds will be available for disbursement only after execution of the Assistance Agreement.

The Assistance Agreement and this commitment shall be subject, but not limited to, the following terms:

1. The Authority project loan shall not exceed \$849,600.

Chairman Bobby Burgess

March 12, 2014

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2. The loan shall bear interest at the rate of 1.75% per annum commencing with the first draw of funds.
3. The loan shall be repaid over a period not to exceed 20 years from the date the loan is closed.
4. Interest shall be payable on the amount of actual funds received. The first payment shall be due on June 1 or December 1 immediately succeeding the date of the initial draw of funds, provided that if such June 1 or December 1 shall be less than three months since the date of the initial draw of funds, then the first interest payment date shall be the June 1 or December 1 which is at least six months from the date of the initial draw of funds. Interest payments will be due each six months thereafter until the loan is repaid.
5. Full principal payments will commence on the appropriate June 1 or December 1 within twelve months from initiation of operation. Full payments will be due each six months thereafter until the loan is repaid.
6. A loan servicing fee of 0.25% of the annual outstanding loan balance shall be payable to the Authority as a part of each interest payment.
7. Loan funds will be disbursed after execution of the Assistance Agreement as project costs are incurred.
8. The Authority loan funds must be expended within six months of the official date of initiation of operation.
9. Fund "F" loan funds may be considered to be federal funds. OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations, requires that all recipients and subrecipients **expending \$500,000 or more in a year in federal awards must have a single or program-specific audit conducted for that year** in accordance with the Circular. If the federal amount expended plus all other federal funds expended exceeds the threshold, you are required to arrange for an A-133 audit to be performed by an independent, licensed CPA, or in special cases, the Auditor of Public Accounts of the Commonwealth of Kentucky. Please note that the guidance for single audit requirements will change for calendar or fiscal years beginning after December 26, 2014. Please consult with your independent auditor as soon as possible to understand how the changes will affect you.

Chairman Bobby Burgess

March 12, 2014

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10. The Authority requires an annual financial audit to be performed for the life of the loan.

The following is a list of the standard conditions to be satisfied prior to execution of the Assistance Agreement or incorporated in the Assistance Agreement. Any required documentation must be submitted to the party designated.

1. The Authority to Award (bid) package must be submitted to the Division of Water for approval within 14 days of bid opening.
2. The Assistance Agreement must be executed within six (6) months from bid opening.
3. Documentation of final funding commitments from all parties other than the Authority as reflected in the credit analysis shall be provided prior to preparation of the Assistance Agreement and disbursement of the loan monies. Rejections of any anticipated project funding shall be immediately reported and may cause this loan to be subject to further consideration.
4. The loan must undergo review by the Capital Projects and Bond Oversight Committee of the Kentucky Legislature prior to the state's execution of the Assistance Agreement. The committee meets monthly on the third Tuesday. At this time we know of no further submission required for their review; however, they may request information as needed.
5. Any required adjustment in utility service rates shall be adopted by ordinance, municipal order or resolution by the appropriate governing body of the Borrower. Public hearings as required by law shall be held prior to the adoption of the service rate ordinance, order, or resolution. Any required approvals by the Kentucky Public Service Commission shall be obtained.
6. The Borrower must complete and return to the Authority the attached "Authorization For Electronic Deposit of Vendor Payment" Form.
7. An environmental review shall be conducted by the Division of Water for all construction projects receiving DWSRF funds, within the term of this binding commitment and prior to project bid.

8. Technical plans and specifications and a complete DWSRF specifications checklist shall be approved by the Division of Water prior to project bid.
9. All easements or purchases of land shall be completed prior to commencement of construction. Clear Site Certification of all land or easement acquisitions shall be provided to the Division of Water. DOW representatives shall be notified for attendance of the pre-construction conference.
10. Project changes or additions shall require a complete environmental and change order review before they can be included in the DWSRF loan project.
11. Applicant must provide certification from their legal counsel stating that they have prepared construction specifications in accordance with all applicable state or federal wage rate laws, and that the procurement procedures, including those for construction, land, equipment and professional services that are a part of the project, are in compliance with applicable federal, state and local procurement laws.
12. The Borrower shall comply with all Davis Bacon related monitoring and reporting and require all contractors to pay wages pursuant to applicable prevailing wage rates (federal or state) for all work relating to the subject Project.
13. The project shall comply with the reporting requirements of the Transparency Act, and shall complete the attached Transparency Act Reporting Information Form and provide to the Authority no later than 30 days after the KIA Board approval date of your loan.
14. If the project has a "Green Reserve" component, the Borrower must submit a Business Case, if required.
15. The project shall comply with Buy American requirements of The Consolidated Appropriations Act of 2014 (H.R. 3547), which became effective January 17, 2014, unless engineering plans and specifications were approved by the Division of Water prior to the effective date.

Any special conditions stated in Attachment A must be resolved.

Chairman Bobby Burgess

March 12, 2014

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Please inform the Authority of any changes in your financing plan as soon as possible. We wish you every success for this project which will benefit both your community and the Commonwealth as a whole.

Sincerely,



Tammy J. McCall
Financial Analyst

Attachments

cc: Kerry Odle, CMW, Inc.
Division of Water
Dirk Bedarff, Peck, Shaffer & Williams LLP
State Local Debt Office, DLG
Borrower File - Bullock Pen Water District - F14-008

Please sign and return a copy of this letter indicating your acceptance of this commitment and its terms. Also attach the completed "Authorization For Electronic Deposit of Vendor Payment" Form.

Accepted

Date

**AUTHORIZATION FOR ELECTRONIC DEPOSIT
OF BORROWER PAYMENT
KENTUCKY INFRASTRUCTURE AUTHORITY
(FUND F14-008)**

Borrower Information:

Name: _____

Address: _____

City: _____ State: KY Zip: _____

Federal I.D. # _____

Contact Name: _____ Telephone: _____

Email: _____

Financial Institution Information:

Bank Name: _____

Branch: _____ Phone No: _____

City: _____ State: ____ Zip: _____

Transit / ABA No.: _____

Account Name: _____

Account Number: _____

I, the undersigned, authorize payments directly to the account indicated above and to correct any errors which may occur from the transactions. I also authorize the Financial Institution to post these transactions to that account.

Signature: _____ Date: _____

Name Printed: _____ Job Title: _____

Please return completed form to:

**Kentucky Infrastructure Authority
1024 Capital Center Drive, Suite 340
Frankfort, KY 40601
phone: 502-573-0260
fax: 502-573-0157**

ATTACHMENT A

**Bullock Pen Water District
F14-008**

EXECUTIVE SUMMARY		Reviewer	Brandi Armstrong
KENTUCKY INFRASTRUCTURE AUTHORITY		Date	March 6, 2014
FUND F, FEDERALLY ASSISTED DRINKING WATER		KIA Loan Number	F14-008
REVOLVING LOAN FUND		WRIS Number	WX21081006
BORROWER	BULLOCK PEN WATER DISTRICT GRANT COUNTY		
BRIEF DESCRIPTION			
This project involves the construction of various looped water lines to eliminate dead end connections. This will provide secondary feeds so large sections of customers will not experience service disruptions during line repairs and will reduce flushing which will help to maintain chlorine levels. One dead end connection will provide flexibility to use more water from the City of Williamstown and a second master meter connection with the City will be established which will permit a secondary feed to the Stewardsville Tank. This will also reduce flushing and help to maintain chlorine levels in the southern end of the District.			
PROJECT FINANCING		PROJECT BUDGET	
Fund F Loan	\$849,600	RD Fee %	Actual %
Local Funds	20,000	Administrative Expenses	\$10,000
		Legal Expenses	10,000
		Land, Easements	20,000
		Planning	5,000
		Eng - Design	9.5% 8.8% 59,187
		Eng - Constr / Insp	6.5% 6.1% 41,248
		Construction	610,175
		Contingency	60,990
		Other	53,000
TOTAL	\$869,600	TOTAL	\$869,600
REPAYMENT	Rate	1.75%	Est. Annual Payment \$52,654
	Term	20 Years	1st Payment 6 Mo. after first draw
PROFESSIONAL SERVICES	Engineer	CMW, Inc.	
	Bond Counsel	Peck, Shaffer, & Williams	
PROJECT SCHEDULE	Bid Opening	May-14	
	Construction Start	Aug-14	
	Construction Stop	Nov-14	
DEBT PER CUSTOMER	Existing	\$925	
	Proposed	\$889	
OTHER DEBT	See Attached		
OTHER STATE-FUNDED PROJECTS LAST 5 YRS	See Attached		
RESIDENTIAL RATES		<u>Users</u>	<u>Avg. Bill</u>
	Current	6,769	\$44.19 (for 4,000 gallons)
	Additional	0	\$44.19 (for 4,000 gallons)
REGIONAL COORDINATION	This project is consistent with regional planning recommendations.		
CASHFLOW	Cash Flow Before Debt Service	Debt Service	Cash Flow After Debt Service
			Coverage Ratio
Audited 2011	1,339,910	830,533	509,377 1.6
Audited 2012	1,282,173	795,329	486,844 1.6
Projected 2013	1,292,770	762,249	530,521 1.7
Projected 2014	1,343,114	789,872	553,242 1.7
Projected 2015	1,355,348	806,402	548,946 1.7
Projected 2016	1,369,663	849,664	519,999 1.6
Projected 2017	1,383,949	800,122	583,827 1.7
Projected 2018	1,398,196	719,859	678,337 1.9

Reviewer: Brandi Armstrong
Date: March 6, 2014
Loan Number: F14-008

**KENTUCKY INFRASTRUCTURE AUTHORITY
DRINKING WATER STATE REVOLVING FUND (FUND "F")
BULLOCK PEN WATER DISTRICT, GRANT COUNTY
PROJECT REVIEW
WX21081006**

I. PROJECT DESCRIPTION

The Bullock Pen Water District is requesting a Fund "F" loan in the amount of \$849,600 for the Looped Lines, Phase 14 project. The project involves the construction of various looped water lines to eliminate dead end connections. This will provide secondary feeds so large sections of customers will not experience service disruptions during line repairs and will reduce flushing which will help to maintain chlorine levels. One dead end connection will provide flexibility to use more water from the City of Williamstown and a second master meter connection with the City will be established which will permit a secondary feed to the Stewardsville Tank. This will also reduce flushing and help to maintain chlorine levels in the southern end of the District.

The District serves areas of Grant, Boone, Kenton, Pendleton and Gallatin Counties. They purchase water from the Boone County Water District, Northern Kentucky Water District and the cities of Walton and Williamstown.

II. PROJECT BUDGET

	<u>Total</u>
Administrative Expenses	\$ 10,000
Legal Expenses	10,000
Land, Easements	20,000
Planning	5,000
Engineering Fees - Design	59,187
Engineering Fees - Const / Inspection	41,248
Construction	610,175
Contingency	60,990
Other	53,000
Total	\$ 869,600

III. PROJECT FUNDING

	Amount	%
Fund F Loan	\$ 849,600	98%
Local Funds	20,000	2%
Total	\$ 869,600	100%

IV. KIA DEBT SERVICE

Construction Loan	\$ 849,600
Interest Rate	1.75%
Loan Term (Years)	20
Estimated Annual Debt Service	\$ 50,530
Administrative Fee (0.25%)	2,124
Total Estimated Annual Debt Service	\$ 52,654

V. PROJECT SCHEDULE

Bid Opening	May 2014
Construction Start	August 2014
Construction Stop	November 2014

VI. CUSTOMER COMPOSITION AND RATE STRUCTURE

A) Customers

Customers	Current
Residential	6,421
Commercial	343
Industrial	5
Total	6,769

B) Rates

	Current	Prior
Date of Last Rate Increase	01/01/10	12/03/03
First 2,000 gallons (Minimum Bill)	\$ 26.59	\$ 18.28
Next 3,000 gallons (per 1,000 gal)	8.80	6.15
Next 5,000 gallons (per 1,000 gal)	7.96	5.54
Next 10,000 gallons (per 1,000 gal)	7.11	4.93
All Over 20,000 gal, per 1,000 gal)	6.26	4.31
Cost for 4,000 gallons	\$44.19	\$30.58
Increase %	44.5%	
Affordability Index (Rate/MHI)	1.2%	

VII. DEMOGRAPHICS

Based on current Census data from the American Community Survey 5-Year Estimate 2007-2011, the County's population was 24,720 with a Median Household Income (MHI) of \$43,755. The median household income for the Commonwealth is \$42,248. The project will qualify for a 1.75% interest rate because the District is a regional service provider.

Year	City	Population			Unemployment	
		% Change	County	% Change	Date	Rate
1980	13,308		45,842		June 2003	6.6%
1990	15,737	18.3%	57,589	25.6%	June 2008	6.6%
2000	22,384	42.2%	85,991	49.3%	June 2012	8.7%
2010	24,662	10.2%	118,811	38.2%	June 2013	7.6%
Current	24,720	0.2%	117,216	-1.3%		
Cumulative %		85.8%		155.7%		

VIII. 2013 CAPITALIZATION GRANT EQUIVALENCIES

- 1) Green Project Reserve - The 2013 Drinking Water capitalization grant does not contain a "green" requirement.
- 2) Additional Subsidization - This project does not qualify for additional subsidization.

IX. FINANCIAL ANALYSIS (See Exhibit 1)

Financial information was obtained from the audited financial statements for the years ended December 31, 2011 and 2012. Amounts for 2013 are estimated.

HISTORY

Revenues increased 4% from \$4,018,818 in 2011 to \$4,171,895 in 2013. Operating expenses increased 9% from \$1,697,225 to \$1,843,590 while purchased water expenses increased 7% from \$921,669 to \$990,071. The debt coverage ratio was 1.6, 1.6 and 1.7 for years 2011 through 2013, respectively.

The balance sheet reflects a current ratio of 10.2, debt to equity ratio of 0.4 and the number of months of operating and purchased expenses in unrestricted cash is 5.1.

PROJECTIONS

Projections are based on the following assumptions:

- 1) Revenues will increase 2% annually.
- 2) Expenses will increase 3% annually.
- 3) Debt service coverage is 1.7 in 2015 when principal and interest repayments begin.

Based on the proforma assumptions, the utility shows adequate cash flow to repay the KIA Fund F loan.

REPLACEMENT RESERVE

The annual replacement cost is \$2,100. This amount should be added to the replacement account each December 1 until the balance reaches \$21,000 and maintained for the life of the loan.

X. DEBT OBLIGATIONS

	<u>Outstanding</u>	<u>Maturity</u>
1978 Rural Development Bonds	\$ 341,000	2017
1982 Rural Development Bonds	54,000	2022
2001C KRWFC Bonds - Surcharge	281,000	2027
2001C KRWFC Bonds - Phase 5	254,000	2027
2001C KRWFC Bonds - Refinancing	322,000	2021
2001G KRWFC Bonds - Dry Ridge Tank	217,000	2018
2004D KRWFC Bonds - Phase 7	50,000	2019
2005B KRWFC Bonds - Phase 8	432,000	2031
2005B KRWFC Bonds - Phase 10	244,000	2031
Software Solutions Note Payable	4,104	2013
1993 KIA Fund C Loan (C91-13)	17,500	2013
2002 KIA Fund F Loan (F01-06)	207,772	2022
2003 KIA Fund F Loan (F02-11)	783,978	2024
2007 KIA Fund F Loan (F07-09)	2,027,407	2030
2011 KIA Fund F Loan (F11-05)	171,438	2033
Capital Lease - Grant County Fiscal Court	785,000	2019
2003 Old National Bank Capital Lease	68,588	2014
Total	\$ 6,260,787	

XI. OTHER STATE OR FEDERAL FUNDING IN PAST FIVE YEARS

	<u>Outstanding</u>	<u>Maturity</u>
Water Line Extension Phase 11 (2008)	KIA	50,000
Water Line Extension Phase 11 (2006)	KIA	750,000
Water Line Extension Phase 11 (2008)	EPA	200,000

XII. CONTACTS

Legal Applicant	
Name	Bullock Pen Water District
Address	P.O. Box 188 Crittenden, KY 41030
County	Grant
Authorized Official	Bobby Burgess (Chairman)
Phone	(859) 428-2112
Email	BullockPen@fuse.net

Project Contact – Applicant / Engineer	
Name	Kerry Odle
Representing	CMW, Inc.
Address	400 East Vine Street, Suite 400 Lexington, KY 40507
Phone	(859) 254-6623
Email	kodle@cmwaec.com

XIII. RECOMMENDATIONS

KIA staff recommends approval of the loan with the standard conditions.

**BULLOCK PEN WATER DISTRICT
BALANCE SHEETS (DECEMBER YEAR END)**

	<u>Audited 2011</u>	<u>Audited 2012</u>	<u>Projected 2013</u>	<u>Upon Completion 2014</u>
ASSETS				
Current Assets				
Cash	819,164	1,092,154	1,197,675	1,225,917
Accounts Receivable	613,818	593,681	605,100	616,800
Inventory	130,471	169,182	169,182	169,182
Prepaid	55,288	23,646	23,646	23,646
Unamortized Expenses	23,140	21,835	21,835	21,835
Total Current Assets	1,641,881	1,900,498	2,017,438	2,057,380
Total Restricted Assets	1,120,035	1,415,660	1,348,230	1,312,230
Net Fixed Assets	18,742,044	18,622,594	18,478,206	18,878,418
Total Other Assets	163,216	140,081	140,081	140,081
Total Assets	21,667,176	22,078,833	21,983,955	22,388,109
LIABILITIES				
Current Liabilities				
Accounts Payable	135,176	125,126	125,126	125,126
Withholdings and Accrued Liabilities	70,083	73,260	73,260	73,260
Total Current Liabilities	205,259	198,386	198,386	198,386
Liabilities Payable - Restricted Assets				
Revenue Bonds - C.P.	178,000	185,000	185,000	193,000
Notes Payable - C.P.	216,698	183,479	183,478	240,764
Leases - C.P.	171,206	178,569	178,568	130,020
Customer Deposits	151,036	160,442	160,442	160,442
Accrued Interest Payable	54,962	52,067	52,067	52,067
Accounts Payable - Construction and Meters	5,000	81,175	50,000	50,000
Total Liabilities Payable - Restricted Assets	776,902	840,732	809,555	826,293
Long Term Liabilities				
Revenue Refunding Bonds	2,195,000	2,010,000	1,825,000	1,632,000
Notes Payable - KIA	3,040,174	3,028,720	2,845,242	3,454,078
Capital Lease Obligations	848,808	675,020	496,452	366,432
Total Long Term Liabilities	6,083,982	5,713,740	5,166,694	5,452,510
Total Liabilities	7,066,143	6,752,858	6,174,635	6,477,189
Total Retained Earnings	14,601,033	15,325,975	15,809,320	15,910,920
Total Liabilities and Equities	21,667,176	22,078,833	21,983,955	22,388,109
Balance Sheet Analysis				
Current Ratio	8.0	9.6	10.2	10.4
Debt to Equity	0.5	0.4	0.4	0.4
Days Sales in Accounts Receivable	55.7	52.9	52.9	52.9
Months Operating Expenses in Unrestricted Cash	3.8	4.8	5.1	5.1

**EXHIBIT 1
BULLOCK PEN WATER DISTRICT
CASH FLOW ANALYSIS (DECEMBER YEAR END)**

	Audited 2011	% Change	Audited 2012	% Change	Projected 2013	Projected 2014	Projected 2015	Projected 2016	Projected 2017	Projected 2018
Operating Revenues										
Water Revenue and Penalties	3,895,879	2%	3,966,564	2%	4,045,895	4,126,813	4,209,349	4,293,536	4,379,407	4,466,995
Management Fees	122,939	3%	126,420	0%	126,000	126,000	126,000	126,000	126,000	126,000
Total Revenues	4,018,818	2%	4,092,984	2%	4,171,895 107.4%	4,252,813	4,335,349	4,419,536	4,505,407	4,592,995
Operating Expenses										
Purchased Water	921,669	4%	961,234	3%	990,071	1,019,773	1,050,366	1,081,877	1,114,333	1,147,763
Operating Expenses	1,697,225	5%	1,789,893	3%	1,843,590	1,880,462	1,918,071	1,956,432	1,995,561	2,035,472
Depreciation	573,314	-1%	569,388	0%	569,388	569,388	591,128	591,128	591,128	591,128
Replacement Reserve	65,464		65,464		51,464	15,464	17,564	17,564	17,564	17,564
Total Expenses	3,257,672	4%	3,385,979	2%	3,454,513	3,485,087	3,577,129	3,647,001	3,718,586	3,791,927
Net Operating Income	761,146	-7%	707,005	1%	717,382	767,726	758,220	772,535	786,821	801,068
Non-Operating Income and Expenses										
Interest Income	5,450	6%	5,780	4%	6,000	6,000	6,000	6,000	6,000	6,000
Total Non-Operating Income & Expenses	5,450	6%	5,780	4%	6,000	6,000	6,000	6,000	6,000	6,000
Add Non-Cash Expenses										
Depreciation	573,314	-1%	569,388	0%	569,388	569,388	591,128	591,128	591,128	591,128
Cash Available for Debt Service	1,339,910	-4%	1,282,173	1%	1,292,770	1,343,114	1,355,348	1,369,663	1,383,949	1,398,196
Debt Service (enter as positive #'s)										
Existing Principal	576,304		560,537		547,046	563,784	566,442	603,310	574,378	519,000
Existing Interest	254,229		234,792		215,203	226,088	213,633	193,700	173,090	148,205
Proposed KIA Loan F14-008	0		0		0	0	26,327	52,654	52,654	52,654
Total Debt Service	830,533		795,329		762,249	789,872	806,402	849,664	800,122	719,859
Income After Debt Service	509,377		486,844		530,521	553,242	548,946	519,999	583,827	678,337
Debt Coverage Ratio	1.6		1.6		1.7	1.7	1.7	1.6	1.7	1.9

TRANSPARENCY ACT REPORTING INFORMATION FORM
CLEAN WATER STATE REVOLVING FUND
AND
DRINKING WATER STATE REVOLVING FUND

This form is required for projects funded in whole or in part from the Clean Water State Revolving Fund or the Drinking Water State Revolving Fund. This form is to be completed and returned with the signed Conditional Commitment Letter from the Kentucky Infrastructure Authority.

Borrower Information:

Name:	Bullock Pen Water District
Data Universal Numbering system (DUNS) No.*:	
KIA Loan Number:	F14-008
Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of Borrower Utility Service Area:	

*If the DUNS No. provided above is registered under a different name than the recipient of funding, please provide the registration name below:

DUNS Name	
-----------	--

*If the recipient has not yet obtained a DUNS Number, please do so no later than 30 days after the KIA Board approval date of your loan request and provide notification to KIA of the number once issued. For instructions on DUNS registration, please contact sandy.williams@ky.gov.

Physical Location of Project (Primary Place of Performance)

Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of Project Location	

Reliance upon Federal Assistance (please answer the below questions Yes or No):

Did recipient receive 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Did recipient receive \$25 million or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Does the public have access to compensation of senior executives of the recipient through periodic reports filed under Section 13A or 15D of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986?	

DUNS Registration Information: <http://fedgov.dnb.com/webform> OR 1-866-705-5711

Registration can be completed over the phone or via the web. Phone registration requests take approximately 10 minutes and are free. Internet requests are fulfilled within 24 hours.



Steven L. Beshear
Governor

KENTUCKY INFRASTRUCTURE AUTHORITY

1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601
Phone (502) 573-0260
Fax (502) 573-0157
<http://kia.ky.gov>

John E. Covington III
Executive Director

February 18, 2015

Mr. Bobby Burgess, Chairman
Bullock Pen Water District
P.O. Box 188
Crittenden, KY 41030

**KENTUCKY INFRASTRUCTURE AUTHORITY
FEDERALLY ASSISTED DRINKING WATER REVOLVING LOAN FUND
CONDITIONAL COMMITMENT LETTER (F14-008)
EXTENSION**

Dear Chairman Burgess:

The Kentucky Infrastructure Authority ("the Authority") has approved an extension of the Drinking Water State Revolving Fund (DWSRF) loan F14-008 for the Looped Lines, Phase 14 project. The Authority has extended the deadline for the Bullock Pen Water District to meet the conditions set forth in the conditional commitment letter for six (6) months. The original expiration date was March 12, 2015. The new expiration date will be September 12, 2015. If the project does not meet the conditions by the new expiration date, no additional extensions will be considered and the commitment will be rescinded.

Please inform the Authority of any changes in your financing plan as soon as possible. We wish you every success for this project which will benefit both your community and the Commonwealth as a whole.

Sincerely,

A handwritten signature in black ink, appearing to read "John E. Covington, III".

John E. Covington, III
Executive Director

cc: Patrick Deming, CMW
Buddy Griffin, Division of Water
Dirk Bedarff, Peck, Shaffer & Williams LLP
Borrower File – Bullock Pen Water District, F14-008

BULLOCK PEN WATER DISTRICT

1 FARRELL DRIVE • P.O. BOX 188 • CRITTENDEN, KY 41030 • (859) 428-2112

January 22, 2015

Kentucky Infrastructure Authority
Attn: John Covington
1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601

Re: KIA Loan No. F14 - 008
Bullock Pen Water District

Dear Mr. Covington:

The Bullock Pen Water District requests an extension of time for KIA Loan No. F13 – 023 due to delays resulting from a change in the project engineer. Originally, Kerry Odle was the project engineer for CMW, but Mr. Odle left CMW in April, 2014. With Mr. Odle's departure from CMW, Patrick Deming took over as the project engineer. There was a period of adjustment needed when Mr. Deming took over as the project engineer.

Also, there have been delays in getting the easements. Several of the affected property owners have been slow to sign easements, and we decided to give them some extra time so as not to alienate them.

KIA Loan No. F13 – 023 is scheduled to expire in March, 2015. With this letter, we are requesting an extension of six (6) months from March 12, 2015 to September 12, 2015 to enter into an Assistance Agreement. We should be able to enter into an Assistance Agreement before September, but are requesting the full six (6) month extension to account for any unforeseen contingencies.

The current project schedule is as follows:

- Bid opening in February, 2015 (Bid good for 90 days)
- DOW Authority to Award bid package submittal in March, 2015
- PSC approval June, 2015
- KIA Assistance Agreement approval June, 2015

If you need additional information, please call our project engineer, Patrick Deming, at (859) 254-6623.

Sincerely,



Bobby Burgess, Chairman



Steven L. Beshear
Governor

KENTUCKY INFRASTRUCTURE AUTHORITY

1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601
Phone (502) 573-0260
Fax (502) 573-0157
<http://kia.ky.gov>

John E. Covington III
Executive Director

February 18, 2015

Mr. Bobby Burgess, Chairman
Bullock Pen Water District
P.O. Box 188
Crittenden, KY 41030

**KENTUCKY INFRASTRUCTURE AUTHORITY
FEDERALLY ASSISTED DRINKING WATER REVOLVING LOAN FUND
CONDITIONAL COMMITMENT LETTER (F14-008)
EXTENSION**

Dear Chairman Burgess:

The Kentucky Infrastructure Authority ("the Authority") has approved an extension of the Drinking Water State Revolving Fund (DWSRF) loan F14-008 for the Looped Lines, Phase 14 project. The Authority has extended the deadline for the Bullock Pen Water District to meet the conditions set forth in the conditional commitment letter for six (6) months. The original expiration date was March 12, 2015. The new expiration date will be September 12, 2015. If the project does not meet the conditions by the new expiration date, no additional extensions will be considered and the commitment will be rescinded.

Please inform the Authority of any changes in your financing plan as soon as possible. We wish you every success for this project which will benefit both your community and the Commonwealth as a whole.

Sincerely,

A handwritten signature in black ink, appearing to read "John E. Covington, III".

John E. Covington, III
Executive Director

cc: Patrick Deming, CMW
Buddy Griffin, Division of Water
Dirk Bedarff, Peck, Shaffer & Williams LLP
Borrower File – Bullock Pen Water District, F14-008

BULLOCK PEN WATER DISTRICT

1 FARRELL DRIVE • P.O. BOX 188 • CRITTENDEN, KY 41030 • (859) 428-2112

January 22, 2015

Kentucky Infrastructure Authority
Attn: John Covington
1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601

Re: KIA Loan No. F14 - 008
Bullock Pen Water District

Dear Mr. Covington:

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If you need additional information, please call our project engineer, Patrick Deming, at (859) 254-6623.

Sincerely,



Bobby Burgess, Chairman

**PSC Approval - Case No. 2015 -
KENTUCKY INFRASTRUCTURE AUTHORITY
REPAYMENT SCHEDULE
BULLOCK PEN WATER DISTRICT
DRINKING WATER STATE REVOLVING FUND
INTEREST RATE - 1.75%**

**DWSRF #5 - Phase 14
Loop Lines, Master Mtr City of Williamstown**

849,600.00

P & I CALCULATION- \$25,265.24 Semiannually \$50,530.48 Annually

Payment Date	Principal Due	Interest Due	Principal & Interest	Servicing Fee	Total Payment	Principal Balance
6/1/2016						849,600.00
12/1/2016	17,831.24	7,434.00	25,265.24	1,062.00	26,327.24	831,768.76
6/1/2017	17,987.26	7,277.98	25,265.24	1,039.71	26,304.95	813,781.50
12/1/2017	18,144.65	7,120.59	25,265.24	1,017.23	26,282.47	795,636.84
6/1/2018	18,303.42	6,961.82	25,265.24	994.55	26,259.79	777,333.43
12/1/2018	18,463.57	6,801.67	25,265.24	971.67	26,236.91	758,869.85
6/1/2019	18,625.13	6,640.11	25,265.24	948.59	26,213.83	740,244.73
12/1/2019	18,788.10	6,477.14	25,265.24	925.31	26,190.55	721,456.63
6/1/2020	18,952.49	6,312.75	25,265.24	901.82	26,167.06	702,504.13
12/1/2020	19,118.33	6,146.91	25,265.24	878.13	26,143.37	683,385.80
6/1/2021	19,285.61	5,979.63	25,265.24	854.23	26,119.47	664,100.19
12/1/2021	19,454.36	5,810.88	25,265.24	830.13	26,095.37	644,645.83
6/1/2022	19,624.59	5,640.65	25,265.24	805.81	26,071.05	625,021.24
12/1/2022	19,796.30	5,468.94	25,265.24	781.28	26,046.52	605,224.93
6/1/2023	19,969.52	5,295.72	25,265.24	756.53	26,021.77	585,255.41
12/1/2023	20,144.26	5,120.98	25,265.24	731.57	25,996.81	565,111.16
6/1/2024	20,320.52	4,944.72	25,265.24	706.39	25,971.63	544,790.64
12/1/2024	20,498.32	4,766.92	25,265.24	680.99	25,946.23	524,292.32
6/1/2025	20,677.68	4,587.56	25,265.24	655.37	25,920.61	503,614.63
12/1/2025	20,858.61	4,406.63	25,265.24	629.52	25,894.76	482,756.02
6/1/2026	21,041.12	4,224.12	25,265.24	603.45	25,868.69	461,714.90
12/1/2026	21,225.23	4,040.01	25,265.24	577.14	25,842.38	440,489.66
6/1/2027	21,410.96	3,854.28	25,265.24	550.61	25,815.85	419,078.71
12/1/2027	21,598.30	3,666.94	25,265.24	523.85	25,789.09	397,480.41
6/1/2028	21,787.29	3,477.95	25,265.24	496.85	25,762.09	375,693.12
12/1/2028	21,977.93	3,287.31	25,265.24	469.62	25,734.86	353,715.19
6/1/2029	22,170.23	3,095.01	25,265.24	442.14	25,707.38	331,544.96
12/1/2029	22,364.22	2,901.02	25,265.24	414.43	25,679.67	309,180.74
6/1/2030	22,559.91	2,705.33	25,265.24	386.48	25,651.72	286,620.83
12/1/2030	22,757.31	2,507.93	25,265.24	358.28	25,623.52	263,863.52
6/1/2031	22,956.43	2,308.81	25,265.24	329.83	25,595.07	240,907.09
12/1/2031	23,157.30	2,107.94	25,265.24	301.13	25,566.37	217,749.79
6/1/2032	23,359.93	1,905.31	25,265.24	272.19	25,537.43	194,389.86
12/1/2032	23,564.33	1,700.91	25,265.24	242.99	25,508.23	170,825.53
6/1/2033	23,770.52	1,494.72	25,265.24	213.53	25,478.77	147,055.01
12/1/2033	23,978.51	1,286.73	25,265.24	183.82	25,449.06	123,076.50
6/1/2034	24,188.32	1,076.92	25,265.24	153.85	25,419.09	98,888.18
12/1/2034	24,399.97	865.27	25,265.24	123.61	25,388.85	74,488.22
6/1/2035	24,613.47	651.77	25,265.24	93.11	25,358.35	49,874.75
12/1/2036	24,828.84	436.40	25,265.24	62.34	25,327.58	25,045.91
6/1/2037	25,045.91	219.33	25,265.24	31.31	25,296.55	0.00
Totals	849,600.00	161,009.60	1,010,609.60	23,001.35	1,033,610.95	