



Transmittal

Date: Monday, November 23, 2015
 Project: Lyon Co. Water District Water Quality & System Improvements –Contracts 1 & 2
 To: Linda Faulkner,
 Public Service Commission
 211 Sower Blvd.
 Frankfort, KY 40602-0615
 From: J. Alan Morris, PE

RECEIVED

NOV 23 2015

PUBLIC SERVICE
COMMISSION

Subject: **Plans and Contract Documents for Case No. 2015-00376-Filing Deficiencies**

We are sending you:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Attached | <input type="checkbox"/> Under separate cover via the following items: | |
| <input type="checkbox"/> Shop drawings | <input type="checkbox"/> Prints | <input checked="" type="checkbox"/> Plans |
| <input type="checkbox"/> Samples | <input checked="" type="checkbox"/> Specifications | <input type="checkbox"/> Copy of letter |
| <input type="checkbox"/> Change Order | <input type="checkbox"/> Other: | |

Copies	Date	No.	Description
1			Full Size Construction Plans - Contract 1 & 2
1			Specifications - Contract 1 & 2

These are transmitted as checked below:

- | | | |
|---|---|---|
| <input type="checkbox"/> For your approval | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit |
| <input checked="" type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return |
| <input type="checkbox"/> For review/comment | <input type="checkbox"/> Other: Enter Other Item | |
| <input type="checkbox"/> For bids due | | <input type="checkbox"/> Prints returned after loan to us |

Remarks:

Copy to: HDR File

Signed:



Steven L. Beshear
Governor

Leonard K. Peters
Secretary
Energy and Environment Cabinet

Commonwealth of Kentucky
Public Service Commission
211 Sower Blvd.
P.O. Box 615
Frankfort, Kentucky 40602-0615
Telephone: (502) 564-3940
Fax: (502) 564-3460
psc.ky.gov

James W. Gardner
Chairman

Daniel E. Logsdon Jr.
Vice Chairman

November 20, 2015

Honorable W. Randall Jones
Rubin & Hays
Kentucky Home Trust Building
450 South Third Street
Louisville, KY 40202

RE: Lyon County Water District
Case No. 2015-00376 - Filing Deficiencies

The Commission Staff has reviewed the application in the above case. This filing is rejected for the reasons set forth below.

Filing deficiencies pursuant to:

- (1) KRS 322.340 - Engineering plans, specifications, drawings, plats and reports for the proposed construction or extension prepared by a registered engineer, must be signed, sealed, and dated by an engineer registered in Kentucky.

The statutory time period in which the Commission must process this case will not commence until the above-mentioned required information is filed with the Commission. You are requested to file this information within 10 days of the date of this letter.

If you need further assistance, please contact my staff at 502-564-3940.

Sincerely,

A handwritten signature in cursive script that reads "Linda Faulkner".

Linda Faulkner
Filings Division Director

LF/rcs

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NOV 23 2015

PUBLIC SERVICE
COMMISSION



2550 Irvin Cobb Drive, Paducah, KY 42003

PROJECT MANUAL
for
LYON COUNTY WATER DISTRICT
WATER QUALITY & SYSTEM
IMPROVEMENTS

CONTRACT 1 – KY 903 and KY 93 Water Line Interconnect
CONTRACT 2 – Bird Subdivision Water Line Improvement and
KY 295 Interconnect

March 2015



LYON COUNTY WATER DISTRICT
WATER QUALITY & SYSTEM IMPROVEMENTS

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LYON COUNTY WATER DISTRICT
WATER QUALITY & SYSTEM IMPROVEMENTS

SECTION 24 ADDENDA ?

TECHNICAL SPECIFICATIONS

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RELATED PERMITS

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KENTUCKY DIVISION OF WATER APPROVALS 8
KENTUCKY TRANSPORTATION CABINET ENCROACHMENT PERMITS 21
FEDERAL HIGHWAY ADMINISTRATION CONCURRENCE WITH I-24 UNDER CROSSING 1
TRANS CANADA PIPELINE CROSSINGS 6

ADVERTISEMENT FOR BIDS

Owner: Lyon County Water District

Address: 5464 U.S. 62 West

Kuttawa, Kentucky 42055

Separate sealed Bids for the construction of LCWD Water Quality & System Improvements Bids will be received by Mr. Don Robertson, Chairman at the **office of the Lyon County Water District, 5464 U.S. Highway 62 West, Kuttawa, Kentucky 42055 until 2:00 pm (Local Time), Wednesday June 10, 2015.** The bids will then be opened at 2:30 at the Lyon County Courthouse, 500 Dale Ave, Eddyville, KY and then at said office publicly opened and read aloud.

The proposed project will consist of three contracts as described below.

Contract 1- KY 903 and KY 93 Waterline Interconnects

The proposed project will consist of approximately 14,455 LF of 4"- 8" PVC waterline, 3,395 of restrained DI waterline, 250 LF of DI waterline attached to a bridge, 370 LF bored crossings of I-24, 26 gate valves, 8 fire hydrants together with related appurtenances and other associated work.

Contract 2 - Bird Subdivision Waterline Improvements and KY 295 Waterline Interconnect

The proposed project will consist of approximately 41,175 LF of 4"- 8" PVC waterline, 390 LF of steel encasement, 84 gate valves, 44 fire hydrants, together with related appurtenances and other associated work.

Contract 3 – Water Tank Improvements - The project consists of the repair, cleaning and coating rehabilitation of the existing 100,000 gallon - Jack Thomason elevated water storage tank and the cleaning, inspection and installation of mixing and anti-corrosion systems at the 189,000 gallon - Lamasco stand pipe in Lyon County, Kentucky

The Contract Documents may be examined at the following locations:

- 1) ICA Engineering, Inc., 2550 Irvin Cobb Drive, Paducah, Kentucky 42003
- 2) West Kentucky Construction Association (AGC), 2201 McCracken Blvd., Paducah, Kentucky 42001
- 3) McGraw-Hill Construction Dodge – www.construction.com/projectcenter/

Copies of the Contract Documents may be obtained at the Issuing Office, **ARC Central located at 1018 East New Circle Road, Suite 102, Lexington, Kentucky 40509, Phone number (859) 699-5105, website www.qcrepro.com**, upon payment of \$225.00 for each set.

The OWNER reserves the right to waive any informalities or to reject any or all bids.

Each BIDDER must deposit with his Bid, security in the amount, form and subject to the conditions provided in the Instructions to Bidders.

This project is expected to be funded in part with funds provided by the U.S. Department of Agriculture, Rural Utilities Service (RUS). Refer to Article 18 of the General Conditions for information on the federal requirements.

No BIDDER may withdraw his Bid within ninety (90) consecutive calendar days after the actual date of the opening thereof.

A pre-bid conference (not mandatory) will be held at 1:30 p.m. local time on May 28, 2015 at the Office of the Lyon County Water District, Kuttawa, Kentucky.

Don Robertson, Chairman (05/11/2015)

**INSTRUCTIONS TO BIDDERS
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ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. Issuing Office--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data; previous experience, present commitments, and such other data as may be called for below.

- A. *See Article 24 of this Section*
- B. *See SECTION 3 Bid Form - Article 7*

ARTICLE 4- EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions

A. The General Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of the General Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 Underground Facilities

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 Hazardous Environmental Condition

A. The General Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.06 of the General Conditions has been identified and established in paragraph 4.06 of the General Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions, appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in paragraph 4.06 of the General Conditions.

- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.06 Reference is made to Article 7 of the General Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
- 4.07 It is responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, other related data identified in the Bidding Documents, and any Addenda;
 - B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. Become familiar with and satisfies Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
 - D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the General Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the General Conditions as provided in paragraph 4.06 of the General Conditions;
 - E. Obtain and carefully study (or accept consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
 - F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding;
 - G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
 - I. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by

Engineer is acceptable to Bidder; and

J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5- PRE-BID CONFERENCE

5.01 A pre-Bid conference will be held at 1:30 (pm) on May 29, 2015 at Office of Lyon County Water District, Kuttane, KY local time. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference.

Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6- SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7- INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% of Bidder's maximum Bid price and in the form of a certified check or a Bid bond (EJCDC No. C-430, 2002 Edition) issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of

Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 10 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

- 9.01 The number of days within which, or the date by which, the Work is to be substantially completed, and complete and ready for final payment. Upon substantial completion, if necessary, an alternate date for final completion and payment should be determined between the Owner, Contractor, and Engineer based on remaining work, market, and weather conditions.

ARTICLE 10 - LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as defined in paragraph 6.05 of the General Conditions, or those substitute materials and equipment approved by the Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function, and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by Engineer as a substitute or equal until after the bids have been opened and the contract has been awarded. The burden of proof of the merit of the proposed item, and cost for review of a proposed substitute item, is upon the Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest responsible Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which

Owner and Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.

- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.04 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in GC 6.06.

ARTICLE 13- PREPARATION OF BID

- 13.01 The Bid form is included with the Bidding Documents. Additional copies may be obtained from Engineer.
- 13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each (*section, Bid item, alternative, adjustment unit price item, and unit price item*) listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. If required by State where work is to be performed, the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporation business address and state of incorporation shall be provided on the Bid Form.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The business address of the partnership shall be provided on the Bid Form.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the business address of the firm must be provided on the Bid Form.
- 13.06 A Bid by an individual shall show the Bidder's name and business address.
- 13.07 A Bid by a joint venture shall be executed by each joint venture in the manner indicated on the Bid form. The business address of the joint venture must be provided on the Bid Form.
- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid form.
- 13.10 The address and telephone number for communication regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for the state of the Project, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARSION OF BIDS

14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all bid prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

ARTICLE 15- SUBMITTAL OF BID

15.01 Bid Form is to be completed and submitted with all the attachments required.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bid. A mailed Bid shall be addressed to Owner.

ARTICLE 16- MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work. This provision to withdraw a Bid without forfeiting the Bid security does not apply to Bidder's errors in judgment in preparing the Bid.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18- BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for 90 days.

ARTICLE 19- EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder who's Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest in price and in the best interest of the Owner by considering other factors such as work history, recommendations, etc. In cases where the low bidder is not awarded the contract, submit an explanation of the selection process used, along with the recommendation for award, in order for all bidding requirements to be met for RD to concur in award of contract.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by such bonds.

ARTICLE 21 -SIGNING OF AGREEMENT

- 21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 10 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.
- 21.02 This Contract is expected to be funded in part with funds provided by the United States Department of Agriculture, Rural Development (RD), as well as proceeds from the Drinking Water State Revolving Fund (DNSRF) as Administration by The Kentucky Infrastruce Authority (KIA). Refer to Article 18 of the General Conditions for information on the Federal Requirements.
- 21.03 Concurrence by RD, KIA and the Kentucky Public Service Commission in the award of the Contract is required before the Contract is effective.

ARTICLE 22- CONTRACTS TO BE ASSIGNED (Not Applicable)

ARTICLE 23- WAGE RATE REQUIREMENTS

- 23.01 The prevailing wage rates of the State of Kentucky do apply to this contract as do any requirements of the State of Kentucky associated with the use of these State Prevailing wages.
- 23.02 The procurement of this contract will be subject to the requirements of the Davis-Bacon Act and Federal Wage Rates will all be applicable.

ARTICLE 24- ADDITIONAL FUNDING REQUIREMENTS FOR SRF PROGRAM

- 24.01 This project is to be partially funded by a Drinking Water State Revolving Fund (SRF) loan administered through the Kentucky Infrastructure Authority: Project No. F12-02
- 24.02 Bidders shall comply with the requirements of the SRF as included in the SUPPLEMENTAL GENERAL CONDITIONS FOR DRINKING WATER STATE REVOLVING FUND.
- 24.03 BID COMPLIANCE: Bidders must comply with the following: Title VI of the Civil Rights Act of 1964, The Anti-Kickback Act, the Contract Work Hours Standard Act, the President's Executive Order No. 11246 as amended, 40 CFR 31.36 L(3,4 & 6), and 41 CFR 60-4. Contractors/Subcontractors are encouraged to make positive efforts to utilize small, minority, and women owned, and disadvantaged businesses to insure equal opportunity and will also apply time tables and goals set forth in 41 CFR 60-4 if applicable to the area of the project. This procurement will be subject to regulations contained in Division of Water Procurement Guidance including the Davis-Bacon Act. Award of the contract will be issued in writing to the lowest responsive and responsible bidder. Special attention must be paid to EEO Documents, Labor Standard Provisions for Federally Assisted Construction, DBE requirements Equal Products and Wage Rate requirements.
- 24.04 DAVIS BACON REQUIREMENTS

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and pursuant to the State Revolving Fund shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

- 24.05 INFORMATION SUBMITTED WITH BID:
1. See Article 7 of Section 3 of these Contract Documents.

SUBMITTAL WITH 10 DAYS OF BID OPENING (LOWEST, RESPONSIVE BIDDER ONLY):

1. EPA Form 6100-2 – completed by DBE Subcontractors
2. EPA Form 6100-3 – completed by DBE Subcontractors
3. EPA Form 6100-4 – completed by Prime Contractor.

SUBMITTAL WITHIN 10 DAYS OF RECEIPT OF THE NOTICE OF AWARD

1. DBE Participation Policy – Supplemental Gen. Conditions SRF pages 33-35 (SECTION 17)

2. Bonds – SECTIONS 11 & 12
3. Insurance – SECTION 15
4. Outlay Management Schedule – Supplemental Gen. Conditions SRF Attachment #15 (SECTION 17)

ARTICLE 25 – CONFLICTS IN PROJECT REQUIREMENTS

- 25.01 In the case of a discrepancy between the requirements noted in this Project Manual, i.e. between the General Conditions in SECTION 16 and Supplemental General Conditions for Drinking Water State Revolving Fund in SECTION 17, the more stringent of those requirements shall prevail.

BID FORM

Project Identification: LCWD WATER QUALITY & SYSTEM IMPROVEMENTS

Contract Identification and Number: **CONTRACT 1 – KY 903 AND KY 93 WATERLINE INTERCONNECT
CONTRACT 2 – BIRD SUBDIVISION WATERLINE IMPROVEMENTS
AND KY 295 INTERCONNECTS**

ARTICLE 1 - BID RECIPIENT

1.01 This Bid Is Submitted To: LYON COUNTY WATER DISTRICT
5464 U.S. HIGHWAY 62 WEST
KUTTAWA, KY 42055

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2- BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3- BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in GC-4.02, and (2) reports and drawings of a Hazard Environmental Condition, if any, at the Site that have been identified in GC-4.06

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from the visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by bidder, including applying the specific means, methods, techniques sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.10.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the State where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4- BIDDER'S CERTIFICATION

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for Contract.
For purposes of the Paragraph 4.01.D:
 - 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the

Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE
Contract I - KY 903 and KY 93 Waterline Interconnects

Item	Description	Units	Total	Unit Price	Total Price
1	Mobilization	L. Sum	1	\$	\$
2	Bonds and Insurance	L. Sum	1	\$	\$
3	General Requirements	L. Sum	1	\$	\$
4	4" SDR 21 PVC Waterline	L.F.	100	\$	\$
5	6" SDR21 RJ PVC Waterline	L.F.	75	\$	\$
6	6" PVC Watermain (incl. RJ within encasement)	L.F.	200	\$	\$
7	8" RJ DIP Waterline	L.F.	3,475	\$	\$
8	8" RJ DIP Watermain (Hung from Bridge Beam)	L.F.	250	\$	\$
9	8" SDR 21 RJ PVC Waterline	L.F.	370	\$	\$
10	8" SDR 21 R.J. PVC Bore (Unencased)	L.F.	220	\$	\$
11	8" SDR 21 PVC Waterline	L.F.	13,205	\$	\$
12	12" Steel Encasement - Bored	L.F.	130	\$	\$
13	16" Steel Encasement - Open Cut	L.F.	185	\$	\$
14	16" Steel Encasement - Bored	L.F.	660	\$	\$
15	16" Steel Encasement - Stream Crossing	L.F.	40	\$	\$
16	3/4" Type K Soft Copper Service Line	L.F.	150	\$	\$
17	4" MJ Gate Valve & Box	EACH	1	\$	\$
18	6" MJ Gate Valve & Box	EACH	5	\$	\$
19	8" MJ Gate Valve & Box	EACH	22	\$	\$
20	4"X4" Tapping Sleeve and Valve	EACH	1	\$	\$
21	6"X6" Tapping Sleeve and Valve	EACH	2	\$	\$
22	Connect to Existing Watermains	EACH	6	\$	\$
23	Reconnect Existing Services	EACH	4	\$	\$
24	Fire Hydrant Assembly	EACH	10	\$	\$
25	Air Release Valve & Vault	EACH	7	\$	\$
26	Bituminous Pavement Restoration	S.Y.	2,450	\$	\$
27	Landscape & Seeding	L.Sum	1	\$	\$
28	Traffic Control	L. Sum	1	\$	\$
29	Erosion Control	L. Sum	1	\$	\$
30	Demobilization	L. Sum	1	\$	\$
Sum of the Total Prices for Work Under Contract 1				\$	

BID SCHEDULE

Contract II - Bird Subdivision Waterline Improvements & KY 295 Interconnect

Item	Description	Units	Total	Unit Price	Total Price
1	Mobilization	L. Sum	1	\$	\$
2	Bonds and Insurance	L. Sum	1	\$	\$
3	General Conditions	L. Sum	1	\$	\$
4	4" SDR 21 PVC Waterline	L.F.	1,145	\$	\$
5	6" SDR 21 PVC Waterline	L.F.	17,235	\$	\$
6	8" SDR 21 PVC Waterline	L.F.	20,920	\$	\$
7	3/4" Type K Soft Copper Service Line (Trenched)	L.F.	2,525	\$	\$
8	3/4" Type K Soft Copper Service Line (Bored)	L.F.	2,590	\$	\$
9	8" Steel Encased Pipe - Bored	L.F.	40	\$	\$
10	12" Steel Encasement Pipe - Stream Crossing	L.F.	115	\$	\$
11	16" Steel Encasement Pipe - Open Cut	L.F.	275	\$	\$
12	16" Steel Encasement Pipe - Bored	L.F.	335	\$	\$
13	16" Steel Encasement Pipe - Stream Crossing	L.F.	50	\$	\$
14	4" MJ Gate Valve & Box	EACH	13	\$	\$
15	6" MJ Gate Valve & Box	EACH	44	\$	\$
16	8" MJ Gate Valve & Box	EACH	33	\$	\$
17	4"X4" Tapping Sleeve and Valve	EACH	1	\$	\$
18	6"X6" Tapping Sleeve and Valve	EACH	1	\$	\$
19	8"X8" Tapping Sleeve and Valve	EACH	4	\$	\$
20	Connect to Existing Water Main	L. Sum	12	\$	\$
21	Reconnect Existing Services	EACH	170	\$	\$
22	Flushing Hydrant Assembly	EACH	4	\$	\$
23	Fire Hydrant Assembly	EACH	42	\$	\$
24	New Meter Settings	EACH	5	\$	\$
25	Cut & Cap Ex. Main	EACH	3	\$	\$
26	Air Release Valve & Vault	EACH	6	\$	\$
27	Pressure Reducing Valve & Vault	L.Sum	1	\$	\$
28	Master Meter Vault with Appurtenances	L. Sum	2	\$	\$
29	Bituminous Pavement Replacement	S.Y.	2,243	\$	\$
30	Concrete Pavement Replacement	S.Y.	121	\$	\$
31	Gravel Drive Restoration	L.F.	5,765	\$	\$
32	Landscape & Seeding	L. Sum	1	\$	\$
33	Traffic Control	L. Sum	1	\$	\$
34	Erosion Control	L. Sum	1	\$	\$
35	Demobilization	L. Sum	1	\$	\$
Sum of the Total Prices for the Work Under Contract II				\$	

BID SCHEDULE
Combined Contract
Contract I - KY 903 and KY 93 Waterline Interconnects
Contract II - Bird Subdivision Waterline Improvements & KY 295 Interconnect

Item	Description	Units	Total	Unit Price	Total Price
1	Mobilization	L. Sum	1	\$	\$
2	Bonds and Insurance	L. Sum	1	\$	\$
3	General Conditions	L. Sum	1	\$	\$
4	4" SDR 21 PVC Waterline	L.F.	1,245	\$	\$
5	6" SDR 21 RJ PVC Waterline	L.F.	75	\$	\$
6	6" SDR 21 PVC Waterline	L.F.	17,435	\$	\$
7	8" DIP RJ Waterline	L.F.	3,475	\$	\$
8	8" DIP RJ Waterline (Hung From Bridge Beam)	L.F.	250	\$	\$
9	8" SDR 21 RJ PVC Waterline	L.F.	370	\$	\$
10	8" SDR 21 PVC Waterline	L.F.	34,125	\$	\$
11	8" SDR 21 RJ PVC Bore (uncased)	L.F.	220	\$	\$
12	3/4" Type K Soft Copper Service Line (Trenched)	L.F.	2,675	\$	\$
13	3/4" Type K Soft Copper Service Line (Bored)	L.F.	2,590	\$	\$
14	8" Steel Encased Pipe - Bored	L.F.	40	\$	\$
15	12" Steel Encasement Pipe - Bored	L.F.	130	\$	\$
16	12" Steel Encasement Pipe - Stream Crossing	L.F.	115	\$	\$
17	16" Steel Encasement Pipe - Open Cut	L.F.	460	\$	\$
18	16" Steel Encasement Pipe - Bored	L.F.	995	\$	\$
19	16" Steel Encasement Pipe - Stream Crossing	L.F.	90	\$	\$
20	4" MJ Gate Valve & Box	EACH	14	\$	\$
21	6" MJ Gate Valve & Box	EACH	49	\$	\$
22	8" MJ Gate Valve & Box	EACH	55	\$	\$
23	4"X4" Tapping Sleeve and Valve	EACH	2	\$	\$
24	6"X6" Tapping Sleeve and Valve	EACH	3	\$	\$
25	8"X8" Tapping Sleeve and Valve	EACH	4	\$	\$
26	Connect to Existing Water Main	L. Sum	18	\$	\$
27	Reconnect Existing Services	EACH	174	\$	\$
28	Flushing Hydrant Assembly	EACH	4	\$	\$
29	Fire Hydrant Assembly	EACH	52	\$	\$
30	New Meter Settings	EACH	5	\$	\$
31	Cut & Cap Ex. Main	EACH	3	\$	\$
32	Air Release Valve & Vault	EACH	13	\$	\$
33	Pressure Reducing Valve & Vault	L.Sum	1	\$	\$
34	Master Meter Vault with Appurtenances	L. Sum	2	\$	\$

35	Bituminous Pavement Replacement	S.Y.	4,693	\$	\$
36	Concrete Pavement Replacement	S.Y.	121	\$	\$
37	Gravel Drive Restoration	L.F.	5,765	\$	\$
38	Landscape & Seeding	L. Sum	1	\$	\$
39	Traffic Control	L. Sum	1	\$	\$
40	Erosion Control	L. Sum	1	\$	\$
41	Demobilization	L. Sum	1	\$	\$
Sum of the Total Prices for the Work Under Contract I and II				\$	

- A. Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions. B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the contract Documents.

ARTICLE 6- TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and complete and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before the date, or within the number of calendar days, indicated in the Agreement. Upon substantial completion, if necessary, an alternate date for final completion and payment may be determined between the Owner, Contractor, and Engineer based on remaining work, market, and weather conditions.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the work within the Contract Times.

ARTICLE 7- ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of the Bid:
- A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided); (Section 4)
 - B. List of Proposed Subcontractors; (Section 5)
 - C. List of Proposed Suppliers; (Section 5)
 - D. List of Proposed References; (Section 5)
 - E. Non-Collusion Affidavit (Section 5)
 - F. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans. Refer to paragraph 18.11 of the General Conditions; (Section 6)
 - G. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in paragraph 18.10 of the General Conditions; (Section 6)
 - H. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions (AD-1048); (Section 6)
 - I. Certification of Non-Segregated Facilities (Section 6)

- J. Debarment Certification; (Section 7)
- K. Certification Regarding Lobbyists; (Section 7)
- K. Evidence of authority to do business in the state and local jurisdiction of the Project; or a written covenant to obtain such a license within the time frame for acceptance of Bids;

ARTICLE 8- DEFINED TERMS

8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

Name _____ (typed _____ or
 printed): _____ By: _____
(Individual's signature)

Doing _____ business _____ as:

 Bidder's Business address:

Business Phone No. _____

Business FAX No. _____

Business E-Mail Address: _____

State Contractor License No. _____ *(If applicable)*

Employer's Tax ID No. _____

Phone and FAX Numbers, and Address for receipt of official communications, if different from Business contact information: _____

9.02 Bid submitted on _____ 20____.

SEAL, if required

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address):*

SURETY *(Name and Address of Principal Place of Business):*

OWNER *(Name and Address):*

BID

Bid Due Date: _____

Description *(Project Name and Include Location):*

BOND

Bond Number: _____

Date: _____

(Not earlier than Bid due date)

Penal sum: _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal Seal

Surety's Name and Corporate

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assign to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, *or*
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including contracts, subcontracts, and sub grants under grants and loans) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any Person who fails to file the required certification shall be subject to a civil penalty of not less than \$410,000 and not more than \$100,000 for each such failure.

Name

Date

Title

NAME OF BIDDER

BY _____

TITLE _____

STATE OF _____)

) ss.

COUNTY OF _____)

_____ being duly sworn deposes and says that he is

_____ of _____
(NAME OF ORGANIZATION)

and that the answers to the foregoing questions and all statements contained therein
are true and correct.

Subscribed and sworn to before me this _____ day of _____, of this year _____.

(NOTARY PUBLIC)

My Commission expires _____, _____.

PART 2 - PROJECT REFERENCES

Project Name, Owner, Address, Telephone #	Architect/Engineer, Contact Name, Telephone #	Project Type, Year of Completion	Size of Project (Capacity, Contract Duration)	Contract Value	Change Order Value

PART 3 - PROPOSED SUBCONTRACTORS

The BIDDER'S proposed subcontractors shall be listed below for the various branches of work included in the proposed contract. All subcontractors are subject to the approval of the OWNER. **Unless rejected by the OWNER, no substitutions or changes to the listing of the entities proposed to perform that branch of the work will be allowed following opening of the Bids.**

Where the BIDDER proposes to perform the work with its own forces, the phrase "Prime Contractor" shall be entered in the box provided.

Failure to submit a completed list shall be cause for rejection of the Bid.

Branch of Work	Name and Address of Subcontractor
1. PAVING	
2. SEEDING / SURFACE RESTORATION	
3. BORINGS	
4.	

(Add supplemental pages if necessary)

PART 4 - LIST OF PROPOSED MANUFACTURERS/SUPPLIERS

The BIDDER=S proposed manufacturers/suppliers shall be listed for various items shown below. The OWNER reserves the right to reject any proposed manufacturer/supplier that is not listed in the Bid Documents. Unless rejected by the OWNER, no substitutions or changes to the listing of the manufacturers/suppliers proposed will be allowed following opening of the Bids.

Failure to submit a completed list shall be cause for rejection of the Bid.

Material (Equipment)	Name and Address of Material Manufacturer/Supplier
1. PIPING - PVC	
2. PIPING - DI	
3. GATE VALVES	
4. AIR VALVES	
5.	
6.	
7.	
8.	

PART 5 - NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that: (1) He/She is

(OWNER, PARTNER, REPRESENTATIVE OR AGENT)

of _____, the Bidder that has submitted the attached bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

SIGNED _____

TITLE _____

Subscribed and sworn to before me this _____ day of _____, of this year _____.

(NAME)

(TITLE)

MY COMMISSION EXPIRES: _____.

USDA – RURAL DEVELOPMENT BID ATTACHMENTS

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including contracts, subcontracts, and sub grants under grants and loans) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any Person who fails to file the required certification shall be subject to a civil penalty of not less than \$410,000 and not more than \$100,000 for each such failure.

Name

Date

Title

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date



Form AD-1048 (1/92)

Section 6 - Page 2

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

COMPLIANCE STATEMENT

This statement relates to a proposed contract with _____

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I have, have not, participated in a previous contract or subcontract subject to Executive 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. I have, have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I have, have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE _____

(Signature of Bidder or Prospective Contractor)

Address (including Zip Code)

KIA – DRINKING WATER SRF & BID ATTACHMENTS

Attachment Number 10

EPA Form 5700-49

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

_____ I am unable to certify to the above statements. My explanation is attached.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants,

Loans and Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

_____ I am unable to certify to the above statements. My explanation is attached.

NOTICE OF AWARD

TO: Twin States Utilities & Excavation, Inc.
P.O. Box 14
Mount Herman, KY 42157

PROJECT Description:

The proposed project will include the construction of the 8-inch PVC interconnect water line along route KY93 and the 8-inch waterline including service replacements in the Birds Subdivision area.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated May 5th, 2015, and Information for Bidders.

You are hereby notified that your BID has been accepted for the revised items as listed in the agreement in the amount of \$ 3,078,896.00. You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Dated this 13th day of November, 2015.

Owner 1 von County Water District

By: Don Robertson
Title Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____.

This the _____ day of _____, 20 _____.

By _____

Title _____

may not be assessed after substantial completion has been achieved, and hourly reimbursement rates will be used to calculate damages based on actual costs incurred by Owner as a result of the delay.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a lump sum of: \$ N/A .
- B. All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.
- C. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

UNIT PRICE WORK

KY93					
Item.	Description	Units	Total	Unit Price \$	Total Price \$
1	Mobilization	L. Sum	1	\$10,000.00	\$10,000.00
2	Bonds and Insurance	L. Sum	1	\$33,000.00	\$33,000.00
3	General Requirements	L. Sum	1	\$30,000.00	\$30,000.00
4	4" SDR 21 PVC Waterline	L.F.	50	\$36.00	\$1,800.00
5	6" SDR21 RJ PVC Waterline (Carrier)	L.F.	130	\$41.00	\$5,330.00
6	6" PVC Watermain	L.F.	200	\$43.00	\$8,600.00
7	8" RJ DIP Waterline	L.F.	3475	\$50.00	\$173,750.00
7A	8" DI RJ Carrier Pipe	L.F.	135	\$51.00	\$6,885.00
8	8" RJ DIP Watermain (Hung from Bridge Beam)	L.F.	250	\$360.00	\$90,000.00
9	8" SDR 21 RJ PVC Waterline	L.F.	210	\$45.00	\$9,450.00
10	8" SDR 21 R.J. PVC Bore (Free Bore)	L.F.	165	\$120.00	\$19,800.00
11	8" SDR 21 PVC Waterline	L.F.	7505	\$33.00	\$247,665.00
12	12" Steel Encasement - Bored	L.F.	130	\$125.00	\$16,250.00
13	16" Steel Encasement - Open Cut	L.F.	185	\$100.00	\$18,500.00
14	16" Steel Encasement - Bored	L.F.	50	\$200.00	\$10,000.00
15	16" Steel Encasement - Stream Crossing	L.F.	40	\$150.00	\$6,000.00
16	3/4" Poly Service Line	L.F.	0	\$20.00	\$0.00
17	4" MJ Gate Valve & Box	EACH	0	\$800.00	\$0.00
18	6" MJ Gate Valve & Box	EACH	5	\$1,100.00	\$5,500.00
19	8" MJ Gate Valve & Box	EACH	13	\$1,500.00	\$19,500.00
20	4"X4" Tapping Sleeve and Valve	EACH	1	\$2,200.00	\$2,200.00
21	6"X6" Tapping Sleeve and Valve	EACH	2	\$2,700.00	\$5,400.00
22	Connect to Existing Watermains	EACH	3	\$2,000.00	\$6,000.00
23	Reconnect Existing Services	EACH	0	\$800.00	\$0.00
24	Fire Hydrant Assembly	EACH	5	\$3,800.00	\$19,000.00
25	Air Release Valve & Vault	EACH	4	\$4,200.00	\$16,800.00
26	Bituminous Pavement Restoration	S.Y.	2450	\$32.00	\$78,400.00
27	Landscape & Seeding	L.Sum	1	\$50,000.00	\$50,000.00
28	Traffic Control	L. Sum	1	\$20,000.00	\$20,000.00
29	Erosion Control	L. Sum	1	\$20,000.00	\$20,000.00
30	Demobilization	L. Sum	1	\$10,000.00	\$10,000.00
31	Line Markers	EACH	20	\$70.00	\$1,400.00
				Total \$	\$941,230.00

Birds Subdivision					
Item	Description	Units	Total	Bid Price \$	Total Price \$
1	Mobilization	L. Sum	1	\$ 10,000	\$ 10,000
2	Bonds and Insurance	L. Sum	1	\$ 50,000	\$ 50,000
3	General Conditions	L. Sum	1	\$ 30,000	\$ 30,000
4	4" SDR 21 PVC Waterline	L.F.	1105	\$ 31	\$ 34,255
5	4" SDR 21 RJ PVC Waterline	L.F.	40	\$ 37	\$ 1,480
6	6" SDR 21 PVC Waterline	L.F.	17025	\$ 33	\$ 561,825
7	6" SDR 21 RJ PVC Waterline	L.F.	210	\$ 38	\$ 7,980
8	8" SDR 21 PVC Waterline	L.F.	11360	\$ 35	\$ 397,600
9	8" SDR 21 RJ PVC Waterline	L.F.	505	\$ 43	\$ 21,715
10	3/4" Poly Service Line (Trenched)	L.F.	2525	\$ 20	\$ 50,500
11	3/4" Poly Copper Service Line (Bored)	L.F.	2590	\$ 30	\$ 77,700
12	8" Steel Encased Pipe - Bored	L.F.	40	\$ 90	\$ 3,600
13	12" Steel Encasement Pipe - Stream Crossing	L.F.	115	\$ 150	\$ 17,250
14	12" Steel Encasement Pipe - Bored	L.F.	65	\$ 125	\$ 8,125
15	16" Steel Encasement Pipe - Open Cut	L.F.	150	\$ 135	\$ 20,250
16	16" Steel Encasement Pipe - Bored	L.F.	335	\$ 200	\$ 67,000
17	16" Steel Encasement Pipe - Stream Crossing	L.F.	50	\$ 150	\$ 7,500
18	4" MJ Gate Valve & Box	EACH	13	\$ 800	\$ 10,400
19	6" MJ Gate Valve & Box	EACH	43	\$ 1,100	\$ 47,300
20	8" MJ Gate Valve & Box	EACH	29	\$ 1,500	\$ 43,500
21	4"X4" Tapping Sleeve and Valve	EACH	1	\$ 2,200	\$ 2,200
22	6"X6" Tapping Sleeve and Valve	EACH	0	\$ 2,700	\$ -
23	8"X8" Tapping Sleeve and Valve	EACH	1	\$ 3,500	\$ 3,500
24	Connect to Existing Water Main	L. Sum	8	\$ 2,000	\$ 16,000
25	Reconnect Existing Services	EACH	170	\$ 800	\$ 136,000
26	Flushing Hydrant Assembly	EACH	4	\$ 950	\$ 3,800
27	Fire Hydrant Assembly	EACH	39	\$ 3,800	\$ 148,200
28	New Meter Settings	EACH	5	\$ 1,600	\$ 8,000
29	Cut & Cap Ex. Main	EACH	3	\$ 1,100	\$ 3,300
30	Air Release Valve & Vault	EACH	4	\$ 4,200	\$ 16,800
31	Pressure Reducing Valve & Vault	L. Sum	1	\$ 30,000	\$ 30,000
32	Master Meter Vault with Appurtenances	L. Sum	1	\$ 30,000	\$ 30,000
33	Bituminous Pavement Replacement	S.Y.	1893	\$ 32	\$ 60,576
34	Concrete Pavement Replacement	S.Y.	121	\$ 40	\$ 4,840
35	Gravel Drive Restoration	L.F.	5740	\$ 10	\$ 57,400
36	Landscape & Seeding	L. Sum	1	\$ 99,000	\$ 99,000
37	Traffic Control	L. Sum	1	\$ 20,000	\$ 20,000
38	Erosion Control	L. Sum	1	\$ 20,000	\$ 20,000
39	Demobilization	L. Sum	1	\$ 10,000	\$ 10,000
40	Line Markers	L. Sum	1	\$ 70	\$ 70
				Total \$	\$ 2,137,666

Total of all Bid Prices (Unit Price Work) \$ 3,078,896.00

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to ninety percent (90%) of Work completed and ninety percent (90%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage); but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, plus any reduction in retainage that has been agreed upon by Owner, Contractor, and Engineer.

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 2 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph GC-4.02 of the General Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph GC-4.06 of the General Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive)
 - 2. Performance bond (pages 1 to 2, inclusive)
 - 3. Payment bond Other bonds (pages 1 to 2, inclusive)
 - 4. General Conditions (pages 1 to 59, inclusive)
 - 5. Supplementary Conditions (pages 1 to 6, inclusive)
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Project drawings consisting of 21 sheets following the General Title – LCWD Water Quality & System Improvements Contract I (excluding sheets 3 – 7) and 41 sheets following the General Title – LCWD Water Quality & System Improvements Contract II (excluding sheets 29 to 36)
 - 8. Addenda Exhibits to this Agreement (numbers 1 to 2, inclusive)
 - 9. Contractor's Bid (pages 1 to 8, inclusive)

10. Documentation submitted by Contractor prior to Notice of Award
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive)
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid

or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement is dated _____. This agreement shall not be effective unless and until Agency's designated representative concurs.

OWNER:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture; attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(Where applicable)

Agent for service of process:

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency: _____

By: _____

Date: _____

Title: _____

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative _____, do hereby certify as follows:

I have carefully examined the attached Contract(s) and performance and payment bond(s) and the manner or execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives: that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Signature _____

Date _____

AGENCY CONCURRENCE

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of the Agreement.

Signature _____

Date _____

Typed Name _____

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR *(Name and Address):*

SURETY *(Name, and Address of Principal Place of Business):*

OWNER *(Name and Address):*

CONTRACT

Effective Date of Agreement:

Amount:

Description *(Name and Location):*

BOND

Bond Number:

Date *(Not earlier than Effective Date of Agreement):*

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint ventures, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to

Owner for the performance of the Contract, which is incorporated herein by reference.

If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

If there is no Owner Default, Surety's obligation under this Bond shall arise after:

- Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
- Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
- Owner has agreed to pay the Balance of the Contract Price to:
 - Surety in accordance with the terms of the Contract; or
 - Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

- Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
- Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
- Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
- Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 - Deny liability in whole or in part and notify Owner citing reasons therefor.

If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties

as a defense in the jurisdiction of the suit shall be applicable.

Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Definitions:

Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (Name, Address and Telephone)

Surety Agency or Broker:

Owner's Representative (*Engineer or other party*):

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR *(Name and Address)*:

SURETY *(Name, and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

CONTRACT

Effective Date of Agreement:

Amount:

Description *(Name and Location)*:

BOND

Bond Number:

Date *(Not earlier than Effective Date of Agreement)*:

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint ventures, if necessary.

**POWER OF ATTORNEY
TO BE PROVIDED BY THE CONTRACTOR**

NOTICE TO PROCEED

Project: Lyon County Water District Water Quality Improvements – HWY 93 Interconnect and Birds Subdivision

Owner: Lyon County Water District

Contractor: Twin States Utilities & Excavation, Inc.

Contractor' Address: P.O. Box 14, Mount Hermon, KY 42157

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20_____,
or before, _____, 20_____, and you are to complete the WORK within 330 consecutive
calendar days thereafter.

The date of completion of all WORK is therefore _____, 20_____.

Owner: _____

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____ this the _____, 20_____.

By: Joe Finley _____

Title: President _____

**CERTIFICATE OF INSURANCE
TO BE PROVIDED BY THE CONTRACTOR**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT FUNDING AGENCY EDITION

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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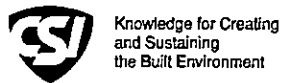
This document has been approved and endorsed by

The Associated General Contractors of America



and the

Construction Specification Institute



These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Funding Agency Edition No. C-521 (2002 Edition). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001, 2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800, 2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agency* – The Federal or state agency named as such in the Agreement.
 3. *Agreement* – The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 4. *Application for Payment* – The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 5. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 6. *Bid* – The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 7. *Bidder* – The individual or entity who submits a Bid directly to Owner.
 8. *Bidding Documents* – The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 9. *Bidding Requirements* – The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.
 10. *Change Order* – A document recommended by Engineer which is signed by Contractor and Owner and Agency and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 11. *Claim* – A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 12. *Contract* – The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 13. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price* – The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
15. *Contract Times* – The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
16. *Contractor* – The individual or entity with whom Owner has entered into the Agreement.
17. *Cost of the Work* – See Paragraph 11.01.A for definition.
18. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
19. *Effective Date of the Agreement* – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Engineer* – The individual or entity named as such in the Agreement.
21. *Field Order* – A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
22. *General Requirements* – Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
23. *Hazardous Environmental Condition* – The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
24. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
25. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens* – Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
27. *Milestone* – A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
28. *Notice of Award* – The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
29. *Notice to Proceed* – A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
30. *Owner* – The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
31. *PCBs* – Polychlorinated biphenyls.

32. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
33. *Progress Schedule* – A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
34. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *Project Manual* – The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
36. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
37. *Related Entity* – An officer, director, partner, employee, agent, consultant, or subcontractor.
38. *Resident Project Representative* – The authorized representative of Engineer who may be assigned to the Site or any part thereof.
39. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
40. *Schedule of Submittals* – A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
41. *Schedule of Values* – A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
42. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
43. *Site* – Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
44. *Specifications* – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
45. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
46. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
47. *Successful Bidder* – The Bidder submitting a responsive Bid to whom Owner makes an award.

48. *Supplementary Conditions* – That part of the Contract Documents which amends or supplements these General Conditions.
49. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
50. *Underground Facilities* – All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
51. *Unit Price Work* – Work to be paid for on the basis of unit prices.
52. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
53. *Work Change Directive* – A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and Agency upon recommendation of the Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

- A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.
- B. *Intent of Certain Terms or Adjectives*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered”, “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.
- C. *Day*
 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents, or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
 - c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, Agency, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

- 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

- 1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
- 2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
- 3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

- 1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3) or
 - 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or
 - 2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.
- B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and
 - 2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

- A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:
 - 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
 - 2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data,
 - b. locating all Underground Facilities shown or indicated in the Contract Documents,
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

- A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include completed operations insurance;
 4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.
 - a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (Contractor shall be responsible for any deductible or self-insured retention.). This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
 2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
- B. Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Contractor as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Contractor and made payable to Contractor as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Contractor shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof.
- B. Contractor as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Contractor's exercise of this power. If such objection be made, Contractor as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Contractor as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Contractor as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times, and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. **Substitute Items**
 - a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The procedure requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) will perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

- b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified , and
 - b) available engineering, sales, maintenance, repair, and replacement services;
 - 4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor
 - 2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
 - D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.
 - 1. *Shop Drawings*
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 - 2. *Samples*
 - a. Submit number of Samples specified in the Specifications.

- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures*
 1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:
 - a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;
 - c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and
 - d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.
- D. *Engineer's Review*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.
- E. *Resubmittal Procedures*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others; or
 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
 - C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

- A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

9.01 *Owner’s Representative*

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer’s consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, subject to written approval by Agency at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. deny the Claim in whole or in part,
 - 2. approve the Claim, or
 - 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
 4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
 5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressages, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. Cash Allowances
 - 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*
 - 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the Bid price of a particular item of Unit Price Work amounts to more than 5 percent of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as follows:
 1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.B.
 - 1. delays caused by or within the control of Contractor; or
- D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;

- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. the Contractor's performance or furnishing of the Work is inconsistent with funding Agency requirements;
 - d. there are other items entitling Owner to a set-off against the amount recommended; or
 - e. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.
3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Agency, Contractor, and Engineer shall make a prefinal inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner, Agency, and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

- 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. The remaining balance of any sum included in the final Application for Payment but held by OWNER for Work not fully completed and accepted will become due when the Work is fully completed and accepted.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 - 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 - 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 - 3. Contractor's disregard of the authority of Engineer; or
 - 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 - 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),
 - 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and
 - 3. complete the Work as Owner may deem expedient.

- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Owner and Contractor may mutually request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
 2. agrees with the other party to submit the Claim to another dispute resolution process, or
 3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

ARTICLE 18 – FEDERAL REQUIREMENTS

18.01 *Agency Not a Party*

- A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees is a party to this Contract.

18.02 *Contract Approval*

- A. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the following "Certificate of Owner's Attorney" (Exhibit GC-A) before Owner submits the executed Contract Documents to Agency for approval.
- B. Concurrence by Agency in the award of the Contract is required before the Contract is effective.

18.03 *Conflict of Interest*

- A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer.
- B. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract 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 their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

18.04 *Gratuities*

- A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.
- B. In the event this Contract is terminated as provided in paragraph 18.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

18.05 *Audit and Access to Records*

- A. For all negotiated contracts and negotiated modifications (except those of \$10,000 or less), Owner, Agency, the Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor, which are pertinent to the Contract, for the purpose of making audits, examinations, excerpts and transcriptions. Contractor shall maintain all required records for three years after final payment is made and all other pending matters are closed.

18.06 *Small, Minority and Women's Businesses*

- A. If Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of: (1) including qualified small, minority and women's businesses on solicitation lists; (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

18.07 *Anti-Kickback*

- A. Contractor shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

18.08 *Clean Air and Pollution Control Acts*

- A. If this Contract exceeds \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 USC 1251 *et seq.*). Contractor will report violations to the Agency and the Regional Office of the EPA.

18.09 *State Energy Policy*

- A. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

18.10 *Equal Opportunity Requirements*

- A. If this Contract exceeds \$10,000, Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- B. Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract 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 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 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.
- C. 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 subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

18.11 *Restrictions on Lobbying*

- A. Contractor and each subcontractor shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Contractor must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

18.12 *Environmental Requirements*

- A. When constructing a project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental constraints:
 - 1. Wetlands – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.

2. Floodplains – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, i.e., alluvial soils on NRCS Soil Survey Maps.
3. Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).
4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

EXHIBIT GC-A

Certificate of Owner's Attorney

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows:

I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Date: _____

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract Funding Agency Edition (No. CB710, 2002 Edition) and other provision of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

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SC-16.01	Dispute Resolution; Methods and Procedures
SC-18.08.A	Clean Air and Pollution Control Acts

SC-1.01.A.2. Add the following language to the end of Paragraph 1.01.A.2:

The Project is financed in whole or in part by USDA Rural Utilities Service pursuant to the Consolidated Farm and Rural Development Act (7 USC Section 1921 et seq.). The Rural Utilities Service programs are administered through the USDA Rural Development offices; therefore, the Agency for these documents is USDA Rural Development.

Project is also partially funded through a Drinking Water State Revolving Fund loan.

SC-1.01.A.4. Add the following language to the end of Paragraph 1.01.A.4:

The Application for Payment form to be used on this project is Form RD 1924-18, Partial Payment Estimate. The Agency must approve all Applications for Payment before payment is made.

SC-1.01.A.10. Add the following language to the end of Paragraph 1.01.A.10:

The Change Order form to be used on this Project is Form RD 1924-7, AContract Change Order. Agency approval is required before Change Orders are effective.

SC-1.01.A.15. Delete Paragraph 1.01.A.15 in its entirety and insert the following in its place:

- A. Contract Time: The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, and (ii) achieve Substantial Completion.

SC-1.01.A.20. Add the following language to the end of Paragraph 1.01.A.20:

The Engineers Consultants on this project are:

ICA Engineering

HDR Engineering, 2517 Sir Barton Way, Lexington, KY 40509

SC-1.01.A.21. Add the following language to the end of Paragraph 1.01.A.21:

A Field Order is not a Work Change Directive.

SC-2.02.A. Delete Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner shall furnish to Contractor up to four (4) printed or hard copies of the Drawings and Project Manual and one set in electronic format. Additional printed or hard copies will be furnished upon request at the cost of production.

SC-2.03.A. Delete Paragraph 2.03.A in its entirety and insert the following in its place:

- A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement.

SC-4.02. Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:

- A. No reports or explorations or tests of subsurface conditions at or contiguous to the Site are known to the Owner or Engineer.

SC-4.06. Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or explorations or tests of subsurface conditions at or contiguous to the Site are known to the Owner or Engineer.

B. Not used.

SC-5.03. Add the following new paragraph immediately after Paragraph 5.03.B:

C. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor=s obligation to maintain such insurance.

SC-5.04. Add the following new paragraph immediately after Paragraph 5.04.B:

C. The limits of liability for insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverage's under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

- | | |
|---|------------|
| a. State: | Statutory |
| b. Applicable Federal
(e.g., Longshoremen's) | Statutory |
| c. Employer's Liability | \$ 500,000 |

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverage's and eliminate the exclusion with respect to property under the care, custody, and control of the Contractor:

- | | |
|--|--------------|
| a. General Aggregate | \$ 2,000,000 |
| b. Products - Completed
Operations Aggregate | \$ 1,000,000 |
| c. Personal and Advertising
Injury | \$ 1,000,000 |
| d. Each Occurrence
(Bodily Injury and
Property Damage) | \$ 1,000,000 |
| e. Property Damage liability insurance
will provide Explosion, Collapse, and
Underground coverage's where
Applicable. | |
| f. Excess or Umbrella Liability | |
| 1) General Aggregate | \$ 5,000,000 |
| 2) Each Occurrence | \$ 5,000,000 |

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

- | | |
|-----------------------------|--------------|
| a. Bodily Injury: | |
| Each Person | \$ 1,000,000 |
| Each Accident | \$ 1,000,000 |
| b. Property Damage: | |
| Each Accident | \$ 1,000,000 |
| c. Combined Single Limit of | \$ 1,000,000 |

4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
 - a. Bodily Injury:

Each Person	\$ 2,000,000
Each Accident	\$ 2,000,000
 - b. Property Damage:

Each Accident	\$ 2,000,000
Annual Aggregate	\$ 2,000,000
5. *List additional types and amounts of insurance that may be required by Owner; i.e.; Railroad Protective Liability as required by Railroad Co.*
6. The following persons or entities are to be included on the required insurance policies as additional insureds:
 - a. Quest Engineers, Inc.
2517 Sir Barton Way
Lexington, KY 40509
 - b. *{List by name and address all other persons or entities to be included on policy as additional insureds.}*

SC-6.06.G Add a new paragraph immediately after Paragraph 6.06.G:

- H. The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

SC-6.20.C.2 Amend the phrase 6.20.C.2 by striking out the following words:

, or failing to give them,

SC-9.03.A. Add the following language at the end of paragraph 9.03.A:

The Engineer will provide Resident Project Representative Services for this project. The Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative will be as stated in Exhibit D of the Agreement Between Owner and Engineer, E-510, 2002 Edition, as amended and executed for this specific Project.

{If anyone other than the Engineer is providing the Resident Project Representative, this language must be modified.}

SC-14.02.A.3. Add the following language at the end of paragraph 14.02.A.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:

1. The Application for Payment with Engineer's Recommendations will be presented to the Owner and the Agency for consideration. If both the Owner and the Agency find the application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 14.02.D will become due ten days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

SC-16.01. Delete Paragraph 16.01 in its entirety and insert the following in its place:

16.01 Methods and Procedures

- A. All claims, disputes and other matters in question between Owner and Contractor arising out of, or relating to the Project or the Contract Documents or their breach, except for claims which have been waived by the making or acceptance of final payment, shall be submitted to mediation. The mediation will be conducted in accordance with the Construction Industry Dispute Resolution Procedures of the American Arbitration Association in effect on the date when the parties submit the matter to mediation, subject to the limitations of this paragraph.
1. A demand for mediation of any claim, dispute or other matter that must be referred to Engineer pursuant to Paragraph 10.05 shall not be made until the earlier of:
 - (a) the date on which Engineer has rendered a decision, or
 - (b) The date on which the claimed is deemed denied due to no action having been taken by Engineer before that date.
 2. Any demand for mediation of a claim, dispute or other matter referred to the ENGINEER for decision pursuant to paragraph 10.05 must be made within the time limits stipulated in Paragraph 10.05.E. If Engineer renders a decision after mediation proceedings have been initiated, such decision may be entered as evidence but shall not supersede the mediation proceedings, except where the decision is acceptable to the parties concerned.
 3. Notice of the demand for mediation shall be filed in writing with the other party and with the American Arbitration Association and a copy shall be sent to Engineer for information. The initial case set-up fees for both parties shall be borne in the entirety by the requesting party. When the adverse party has received notice of the demand for mediation, the expenses of the mediation from that point shall be distributed and borne by the parties in accordance with the Construction Industry Dispute Resolution Procedures.
 4. A demand for mediation shall be made within the period specified in Paragraph 10.05, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
 5. No mediation arising out of or relating to the Project or the Contract Documents shall include by consolidation, joinder, or in any other manner, any other person or entity (including Engineer and Engineer's agents, employees or consultants) who is not a party to this Contract except by the written agreement of Owner, Contractor, and the other person(s), entity or entities to be included or joined.
 6. The Owner will select the location for any mediation conducted for this Project.
 7. The Contractor shall carry on the Work and maintain the progress schedule for the Project at all times during the resolution of any matters submitted to mediation.
 8. Any settlement agreement facilitated by the mediation will be final and binding, with documentation of the agreement being prepared by the mediator and executed by both parties at the close of the mediation. Any settlement agreement entered by the Owner and Contractor is subject to and may be enforced under the law of the jurisdiction where the Project is located.
- B. Should the Owner and Contractor be unable to agree to resolve a claim or dispute by mediation, both parties, by written agreement, may submit the claim, dispute or other matter to binding arbitration, which shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect on the date when the parties submit the matter for arbitration, subject to the following limitations:
1. The location for the arbitration shall be the same political subdivision where the Project is located.
 2. The arbitration shall not include by consolidation, joinder, or in any other manner, any other person or entity (including Engineer and Engineer's agents, employees or consultants) who is not a party to this Contract except by the written agreement of the Owner, Contractor and the other person(s), entity or entities to be included or joined.
 3. The Contractor shall carry on the Work and maintain the progress schedule for the Project at all times during the resolution of the matters submitted to arbitration.

4. The arbitration award will be written, final and binding, and signed by the majority of the arbitrators (if there are more than one), with certified copies to be delivered to each of the parties and to Engineer. Judgment may be rendered upon the award by the Federal Court or the highest State Court having appropriate jurisdiction over either of the parties.
- C. Should the Owner and Contractor be unable to agree to resolve a claim or dispute by mediation, and unable to agree to submit the claim or dispute to binding arbitration, both parties agree that the matter shall be litigated in the lowest level court of law of competent jurisdiction where the project is located and neither party will move for a change of venue to any other location. Should the project be incomplete at the onset of any litigation, the Contractor shall carry on the work and maintain the progress schedule during any court proceedings, unless otherwise mutually agreed in writing.

SC-18.08.A. Delete paragraph 18.08.A in its entirety and insert the following in its place:

- A. If this Contract exceeds \$100,000, the Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC B1857(h), Section 508 of the Clean Water Act (33 USC B1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

SUPPLEMENTAL GENERAL CONDITIONS
FOR THE
STATE REVOLVING FUND

Project Name: LCWD WATER QUALITY & SYSTEM
IMPROVEMENTS

Project Number: 10115

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
American Iron and Steel Memo	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
EAA 4 Disadvantaged Business Enterprise (DBE)	12
Bonds and Insurance	13
Storm Water General Permit Notice of Intent	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.




UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

JAN 24 2014

OFFICE OF WATER

MEMORANDUM

SUBJECT: Application of Buy American Requirements to Fiscal Year 2014 Clean Water State Revolving Fund and Drinking Water State Revolving Fund Assistance Agreements

FROM: Nancy K. Stoner 
Acting Assistant Administrator

TO: Water Management Division Directors
Regions I- X

On January 17, 2014, H.R. 3547, "Consolidated Appropriations Act, 2014," (Appropriations Act) was enacted. This law provides appropriations for both the Clean Water State Revolving Fund (CWSRF) and the Drinking Water State Revolving Fund (DWSRF) for Fiscal Year 2014, while adding a Buy American requirement to these already existing programs. Application of this new requirement is the focus of this memorandum.

H.R. 3547 includes the following language in Division G, Title IV, under the heading, "Use of American Iron and Steel,"

Sec. 436. (a)(1) None of the funds 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 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) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

In order to comply with this provision, States must include in all assistance agreements, whether in the form of a loan, bond purchase, grant, or any other vehicle to provide financing for a project, executed on or after January 17, 2014 (date of enactment of H.R. 3547), and prior to October 1, 2014, for the construction, alteration, maintenance, or repair of treatment works under the CWSRF or for construction, alteration, maintenance, or repair of a public water system under the DWSRF, a provision requiring the application of Buy American requirements for the entirety of the construction activities financed by the assistance agreement through completion of construction, no matter when construction commences. The one exception to this requirement is if a project has approved engineering plans and specifications, by a State agency, prior to enactment of the Appropriations Act.

Application of the Buy American requirements extend not only to assistance agreements funded with Fiscal Year 2014 appropriations, but to all assistance agreements executed on or after January 17, 2014 and prior to October 1, 2014, whether the source of the funding is prior year's appropriations, state match, bond proceeds, interest earnings, principal repayments, or any other source of funding so long as the project is financed by an SRF assistance agreement. If a project began construction prior to January 17, 2014, but is financed or refinanced through an assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, Buy American requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a State agency prior to enactment of the Appropriations Act.

Notably, there is no application of the Buy American requirements where such a refinancing occurs for a project that has completed construction prior to January 17, 2014. This provision does not apply to any project for which an assistance agreement was executed prior to January 17, 2014, no matter when construction occurs.

Further information will be provided in the form of guidance as soon as possible.

We understand the complexity of this provision and the challenges involved in its application. If you have any questions, please contact Peter Grevatt or Andrew Sawyers, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 and Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134

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, and effective June 24, 2003. -- Created 1978 Ky. Acts ch. 110, sec. 16, and 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, and effective July 15, 2010. -- Amended 2000 Ky. Acts ch. 509, sec. 1, and effective July 14, 2000. -- Amended 1998 Ky. Acts ch. 120, sec. 10, and 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, and effective July 15, 1996. -- Amended 1994 Ky. Acts ch. 278, sec. 1, and effective July 15, 1994. -- Amended 1982 Ky. Acts ch. 282, sec. 1, and 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, and 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, and 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, and 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:

(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, and effective July 15, 2010. -- Amended 2003 Ky. Acts ch. 98, sec. 6, and 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, and 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 affect a competitively established price for purchases made by the state.

Effective: July 15, 2002

History: Amended 2002 Ky. Acts ch. 344, sec. 9, and 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, and 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, and effective July 15, 2002. -- Amended 2000 Ky. Acts ch. 225, sec. 1, and effective July 14, 2000. -- Amended 1996 Ky. Acts ch. 60, sec. 1, and effective July 15, 1996. -- Amended 1994 Ky. Acts ch. 323, sec. 1, and effective July 15, 1994. -- Amended 1990 Ky. Acts ch. 496, sec. 5, and effective July 13, 1990. -- Amended 1986 Ky. Acts ch. 384, sec. 1, and effective July 15, 1986. -- Amended 1984 Ky. Acts ch. 384, sec. 1, and effective July 13, 1984. -
- Amended 1982 Ky. Acts ch. 282, sec. 2, and 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, and 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, nor 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 compiled 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 supervisors' 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 precede 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	
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	
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	
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	
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	
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	
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, and 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 an 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.

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

_____ I am unable to certify to the above statements. My explanation is attached.

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants,
Loans and Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

_____ I am unable to certify to the above statements. My explanation is attached.

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

BIDDER LIST FORM

OWNER: _____

LOAN NO: _____

PROJECT TITLE: _____

BID DATE: _____

Instructions:

1. This list must include all firms that were solicited for participation, bid on, or quoted for a prime contract or subcontracts under EPA assisted projects, included both DBE's and non DBE's.
2. SRF loan participants must keep the Bidder's List until the project period for the identified loan has ended and no funds are remaining.
3. This list must be submitted to DOW in the ATA Package. Contract Award Approval cannot be given until this form has been received by DOW.
4. The following information must be obtained from all prime and subcontractors. Please complete the form below:

ENTITY'S NAME	MAILING ADDRESS	CONTACT PERSON	PHONE#	E-MAIL ADDRESS	M/WBE?

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.](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 wages 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 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 (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 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 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 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 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.

CERTIFICATE OF OWNER'S ATTORNEY

WAGE RATE DETERMINATIONS

PART 1 - GENERAL

1.01 WORK INCLUDED

The Contractor shall conform to all provisions of Federal Labor Law and Federal Regulations, relative to wages and hours as they may apply to the work to be accomplished under these Specifications.

In addition to the above, certain laws and regulations of the Kentucky Department of Labor shall govern the work and shall supplement or supplant Federal Labor Law and Regulations cited above. Should the Federal and Kentucky Labor Laws and Regulations conflict, the more stringent of the two shall apply.

1.02 WAGE RATES

State and Federal wage rates do apply to this project. The General Contractor and all Subcontractors shall pay wages to all workmen not less than the wages and fringe benefits listed for the craft or trade and type of construction project in which they are employed, as shown in attached WAGE DETERMINATION SCHEDULE. Where differing amounts of wages and fringe benefits are shown on the State and Federal Determination Schedules, the higher of the two shall apply. The requirements for determination of overtime pay shall be as required by the Kentucky Labor Cabinet; unless written consent is obtained from each employee to utilize the Federal Labor Law, which is less stringent.

Form RD 1924-7
(Rev. 2-97)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT AND
FARM SERVICE AGENCY

CONTRACT CHANGE ORDER

ORDER NO.
DATE
STATE
COUNTY

CONTRACT FOR

OWNER

To _____
(Contractor)
You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
	\$ _____	\$ _____
TOTALS	\$ 0.00	0.00
NET CHANGE IN CONTRACT PRICE	\$ 0.00	0.00

JUSTIFICATION:

The amount of the Contract will be (Decreased) (Increased) By The Sum Of: _____

Dollars (\$ _____).

The Contract Total Including this and previous Change Orders Will Be: _____

Dollars (\$ _____).

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged) : _____ Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested _____ (Owner) _____ (Date)

Recommended _____ (Owner's Architect/Engineer) _____ (Date)

Accepted _____ (Contractor) _____ (Date)

Approved by Agency _____ (Name and Title) _____ (Date)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-01042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- ORIGINAL-BORROWER'S CASE FOLDER
- COPY-CONTRACTOR
- COPY-BORROWER

Form RD 1924-7 (Rev. 2-97)

POSITION 6

Form RD 1924-18 (Rev. 6-97)	UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT FARM SERVICE AGENCY PARTIAL PAYMENT ESTIMATE	CONTRACT NO. _____ PARTIAL PAYMENT ESTIMATE NO. _____ PAGE _____
--------------------------------	--	--

OWNER: _____	CONTRACTOR: _____	PERIOD OF ESTIMATE FROM _____ TO _____
--------------	-------------------	---

CONTRACT CHANGE ORDER SUMMARY				ESTIMATE	
No.	Agency Approval Date	Amount			
		Additions	Deductions		
				1. Original Contract	
				2. Change Orders	\$0.00
				3. Revised Contract (1 + 2)	\$0.00
				4. Work Completed*	
				5. Stored Materials*	
				6. Subtotal (4 + 5)	\$0.00
				7. Retainage*	
				8. Previous Payments	
				9. Amount Due (6-7-8)	\$0.00
TOTALS		\$0.00	\$0.00		
NET CHANGE		\$0.00	\$0.00		

* Detailed breakdown attached

CONTRACT TIME			
Original (days) _____			
Revised _____	On Schedule	<input type="checkbox"/> Yes	Starting Date _____
Remaining _____		<input type="checkbox"/> No	Projected Completion _____

<p>CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.</p> <p>Contractor _____</p> <p>By _____</p> <p>Date _____</p>	<p>ARCHITECT OR ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.</p> <p>Architect or Engineer _____</p> <p>By _____</p> <p>Date _____</p>
<p>APPROVED BY OWNER:</p> <p>Owner _____</p> <p>By _____</p> <p>Date _____</p>	<p>ACCEPTED BY AGENCY: The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.</p> <p>By _____</p> <p>Title _____</p> <p>Date _____</p>

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information.

TYPICAL UNIT PRICE BREAKDOWN *

ITEM	DESCRIPTION	CONTRACT (revised)			THIS PERIOD		TOTAL TO DATE		% COM- PLETE
		QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
				\$0.00		\$0.00		\$0.00	0
				\$0.00		\$0.00		\$0.00	0
				\$0.00		\$0.00		\$0.00	0
				\$0.00		\$0.00		\$0.00	0
				\$0.00		\$0.00		\$0.00	0
				\$0.00		\$0.00		\$0.00	0
				\$0.00		\$0.00		\$0.00	0
				\$0.00		\$0.00		\$0.00	0
				\$0.00		\$0.00		\$0.00	0
				\$0.00		\$0.00		\$0.00	0
				\$0.00		\$0.00		\$0.00	0
				\$0.00		\$0.00		\$0.00	0
	TOTALS			\$0.00		\$0.00		\$0.00	0

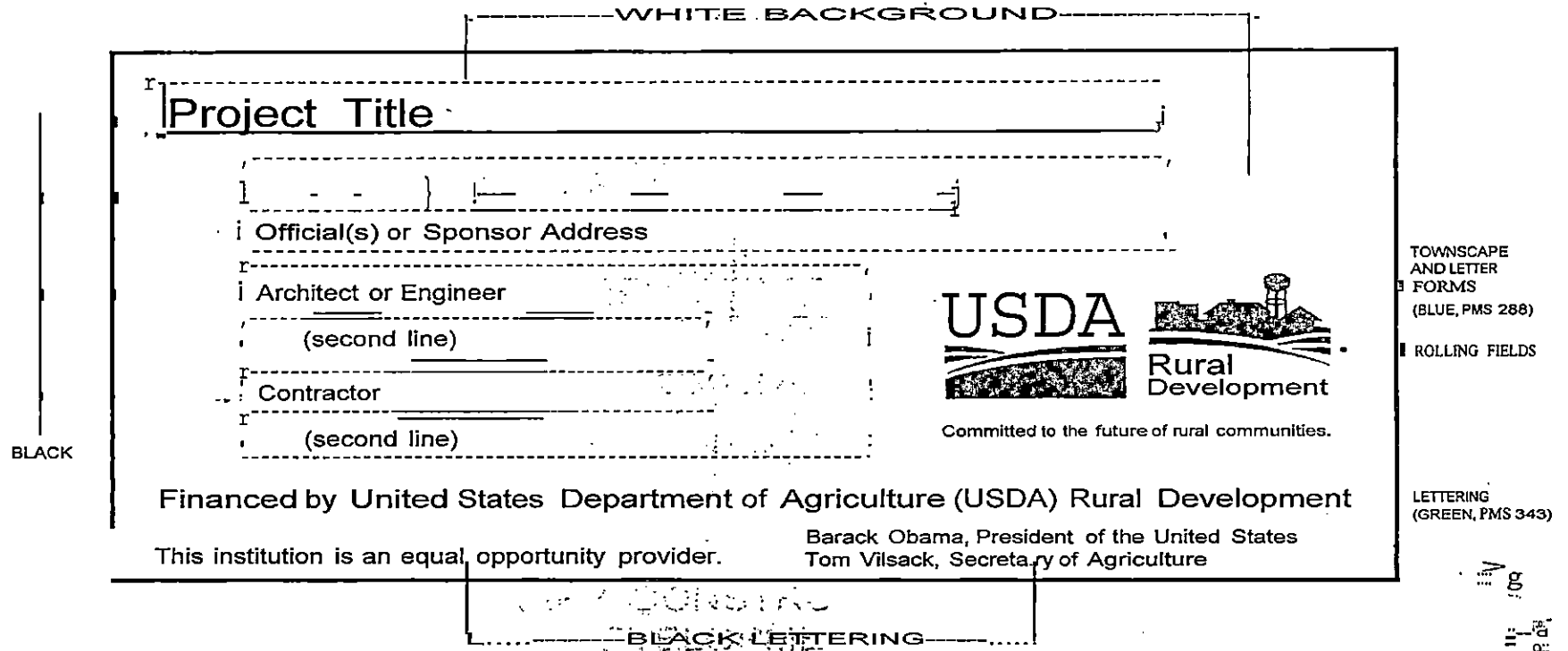
TYPICAL LUMP SUM PRICE BREAKDOWN *

TYPICAL STORED MATERIALS AND RETAINAGE BREAKDOWN *

ITEM	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED		% COM- PLETE	MATERIALS STORED AT END OF THIS PAYMENT PERIOD			
			THIS PERIOD	TO DATE		DESCRIPTION	QUANTITY	UNIT VALUE	AMOUNT
					0				\$0.00
					0				\$0.00
					0				\$0.00
					0				\$0.00
					0	RETAINAGE			
					0		THIS ESTIMATE	PERCENT	RETAINED
					0			%	
					0	WORK COMPLETED:			
					0	STORED MATERIALS:			
					0	OTHER (explain)			
	TOTALS	\$0.00	\$0.00	\$0.00	0	TOTAL			\$0.00

* As a minimum, detailed breakdowns should contain this information.

TEMPORARY CONSTRUCTION SIGN FOR RURAL DEVELOPMENT PROJECTS



SIGN DIMENSIONS: 1200 mm x 2400 mm x 19 mm (approx. 4' x 8' x 3/4")
PLYWOOD PANEL (APA RATED A-B GRADE-EXTERIOR)

ADDENDUM NO. 1
TO
CONTRACT DOCUMENTS, SPECIFICATIONS AND DRAWINGS
FOR
WATER QUALITY & SYSTEM IMPROVEMENTS
CONTRACTS I, II, & III
LYON COUNTY WATER DISTRICT

DATE OF ISSUE: JUNE 6, 2015

TO: PROSPECTIVE BIDDERS AND OTHER INTERESTED PARTIES

All Bidders on the above titled Project are hereby advised of the following modifications to the Specifications and Drawings on the Project. These modifications will be a part of the resulting Contract.

SPECIFICATIONS

Item No. AD1-1: Advertisement for Bids (Section 1)

The bid receipt time has been changed to 2:00 PM, local time on Tuesday, June 16, 2015 at the Lyon County Water District Office. Same address as listed in specifications. Then bids will be opened at 2:30 PM, at the Lyon County Courthouse. Same address as listed in specifications.

All items in conflict with the Addendum are hereby deleted.

This Addendum is made part of the Contract Documents and shall be noted on the bid proposal.

HDR Engineering, Inc.
Mark Stephens, P.E.

END ADDENDUM

ADDENDUM NO. 2

TO

CONTRACT DOCUMENTS, SPECIFICATIONS AND DRAWINGS

FOR

WATER QUALITY & SYSTEM IMPROVEMENTS
CONTRACTS I & II
LYON COUNTY WATER DISTRICT

DATE OF ISSUE: JUNE 11, 2015

TO: PROSPECTIVE BIDDERS AND OTHER INTERESTED PARTIES

All Bidders on the above titled Project are hereby advised of the following modifications to the Specifications and Drawings on the Project. These modifications will be a part of the resulting Contract.

SPECIFICATIONS

Item No. AD2-1

Replace Table of Contents with attached Table of Contents (TOC-1 & TOC-2)

Item No. AD2-2: Instructions to Bidders (Section 2)

Article 5, Pre-Bid Conference, add Subpart 5.02 as follows:

"5.02 Meeting Notes from the Pre-Bid Conference are attached"

Item No. AD2-3: Bid Form (Section 3)

The revised Bid Form is attached (pages 3-1 to 8). This form shall be used for the submittal of the bid and completed in its entirety.

Item No. AD2-4: Wage Determinations (Section 20)

The current Federal and State Wage Rates are attached and are to be inserted into the Contract and applicable rates applied to the appropriate labor classifications. The higher of the Federal or State rates shall apply in all cases.

Item No. AD2-5: Addenda (Section 24)

Addenda will be included in the contract under Section 24.

Item No. AD2-6: Measurement and Payment (Section 01025)

Delete the entire Section and replace with the attached revised Measurement and Payment Section 01025.

Item No. AD2-7: Site Clearing (Section 02110)

Insert the attached technical specification section into the Contract Documents.

Item No. AD2-8: Rock Removal (Section 02221)

Insert the attached technical specification section into the Contract Documents.

Item No. AD2-9: Water Distribution System (Section 02600)

2.1 Pipe, Fittings, and Accessories B. Pipe 4. Restrained – Joint PVC

Delete the entire sentence and replace with:

“Use SDR21 PVC Pipe with pressure rating of 200 psi with bell joint restraint Uni-Flange Series 1350 or approved equal.

Item No. AD2-10: Water Distribution System (Section 02600)

2.1 F. Thrust Restraint Glands For Ductile Iron Pipe – Replace “Series 1300” with “Series 1400”

2.1 G. Thrust Restraint Glands for PVC Pipe – Replace “Series 1300” with “Series 1500”

2.1 H. Joint Restraint Glands For PVC Pipe – Replace “Series 1300” with “Series 1350”

Item No. AD2-11 Water Distribution System (Section 02600)

2.1 N. Polyethylene Pipe 1. Pipe – Add “Tubing shall be blue water service tubing with an SODR 9 and be rated for 250 PSI as manufactured by Endopure or approved equal.

2.1 N Polyethylene Pipe 2. Fittings – Add “Fittings to have a minimum pressure rating of 250 PSI”

Item No. AD2-12 Restoration of Lawns and Grasses (Section 02930)

Insert the attached specification system into the Contract Documents.

Item No. AD2-13 Related Permits

Insert the attached KDOT permits into the Contract Documents. Contractor must abide by the permits including providing all necessary traffic control devices and flagging as required.

Item No. AD2-13 Related Permits

Delete the Paducah and Louisville Railroad Crossing Permit Information. This work is not included in Contract II.

Drawings

Item No. AD2-14 KY.903 Water Line (Sta. 21+50 –Sta. 37+50) Sheet 4

Delete reference to 355ft in profile view of I-24 bore and replace with 370ft.

Item No. AD2-15 Miscellaneous Details (Sheet 19)

Insert the attached line marker detail.

Questions

1. Do Contractors have to be members of SAM.GOV?

Both Funding Agencies use SAM.GOV to check debarment status for contractors. In order to be awarded the project the Contractor must either already be a member or be able to join within the award period.

2. Does the Contractor have to prepare a BMP and file a NOI for the project?

Yes, The Contractor will be responsible for maintaining a BMP plan and filing a Notice of Intent to KYDOW for storm water discharge of a construction site.

3. Will we need a traffic control plan?

Yes, Contractor must provide an approved traffic control plan for work associated with the KYDOT encroachment permits. All state and federal control standards will apply.

4. Is blasting allowed?

No. Refer to specifications.

5. Is the Contractor responsible for crop damage claims?

No, the Contractor is not expected to pay for crop damages provided that the damage is within the construction easement limits. Anything outside of the limits or caused by Contractor's own negligence will be the responsibility of the Contractor. Crop damage claims will be reviewed with Lyon County Water District.

6. What is the status of paving on KY 93? Is chip and seal acceptable?

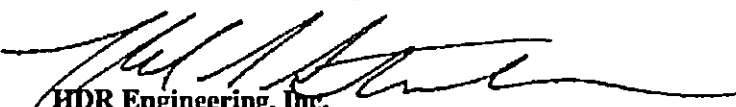
Status of paving is unknown at this time. Bituminous asphalt will be left as shown and specified at this time. Prior to installation Lyon County will review with KYDOT.

7. Will the Contractor be responsible for erosion control/silt fence along the KY93 shoulder work at the lake?

Contractor is required to provide any and all measures necessary for environment protection as required in the US ACOE permit included in the Contract.

All items in conflict with the Addendum are hereby deleted.

This Addendum is made part of the Contract Documents and shall be noted on the bid proposal.


HDR Engineering, Inc.
Mark Stephens, P.E.

END ADDENDUM

LYON COUNTY WATER DISTRICT
WATER QUALITY & SYSTEM IMPROVEMENTS

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LYON COUNTY WATER DISTRICT
WATER QUALITY & SYSTEM IMPROVEMENTS

SECTION 24 ADDENDA ?

TECHNICAL SPECIFICATIONS

01000 GENERAL REQUIREMENTS 4

01025 MEASUREMENT AND PAYMENT 4

01045 CUTTING AND PATCHING 1

01300 SUBMITTALS 3

01380 CONSTRUCTION PHOTOGRAPHS 2

01565 EROSION AND SEDIMENT CONTROL 2

01720 PROJECT RECORD DOCUMENTS 5

02110 SITE CLEARING 2

02221 ROCK REMOVAL 1

02930 RESTORATION OF LAWNS AND GRASSES 3

02225 EXCAVATING, BACKFILLING, AND COMPACTING FOR UTILITIES 3

02505 CRUSHED STONE PAVING 1

02510 RESTORATION - BITUMINIOUS 2

02630 ENCASEMENT PIPE 3

02640 WATER VALVES AND GATES 6

02660 WATER DISTRIBUTION SYSTEM 9

RELATED PERMITS

ARMY CORPS OF ENGINEERS 11

KENTUCKY DIVISION OF WATER APPROVALS 8

KENTUCKY TRANSPORTATION CABINET ENCROACHMENT PERMITS 21

FEDERAL HIGHWAY ADMINISTRATION CONCURRENCE WITH I-24 UNDER CROSSING 1

TRANS CANADA PIPELINE CROSSINGS 6



**Lyon County Water District
Water Quality & System Improvements
Contracts I, II, & III
Lyon County, Kentucky**

*Pre-Bid Meeting Notes
05/28/15*

1. Scope of Work

- **Contract I-KY 903 and KY93 Waterline Interconnects**
The proposed project will consist of approximately 14,455 LF of 4"-8" PVC waterline, 3,395 of restrained DI waterline, 250 LF of DI waterline attached to a bridge, 370 LF bored crossing of I-24, 26 gate valves, 8 fire hydrants together with related appurtenances and other associated work.
- **Contract II-Bird Subdivision Waterline Improvements and KY 295 Waterline Interconnect**
The proposed project will consist of approximately 41,175 LF of 4"-8" PVC waterline, 390 LF of bored crossing, 84 gate valves, 44 fire hydrants, together with related appurtenances and other associated work.
- **Contract III - Water Tank Improvements**
Project consists of the repair, cleaning and coating rehabilitation of the existing 100,000 gallon - Jack Tomason elevated water storage tank and cleaning, inspection and installation of the mixing and anti-corrosion systems at the 189,000 gallon - Lamasco stand pipe in Lyon County, Kentucky.

2. Bid Date: June 10th, 2015 (Revised June 16th per Addendum #1) at 2:00 PM Local

3. Funding Sources: USDA RD and KIA Drinking Water SRF
Bidders are to completely fill out all information of the bid forms and attach supplemental information as indicated on the Bid Form. Federal and State Wages will apply to this project. Davis Bacon compliance paperwork will be required quarterly along with Certified Payrolls monthly. Subcontractors will have to provide as well.

4. Contract Time: 270 Days to Substantial Completion and 330 Days to Final Completion.

5. Contact : Questions should be sent via email to mark.stephens@hdrinc.com and cutoff will be Friday June 5th, 2015 (Revised to June 12th, 2015)

Attendance Sheet is Attached.

BID FORM

Project Identification: LCWD WATER QUALITY & SYSTEM IMPROVEMENTS

Contract Identification and Number: **CONTRACT 1 – KY 903 AND KY 93 WATERLINE INTERCONNECT
CONTRACT 2 – BIRD SUBDIVISION WATERLINE IMPROVEMENTS
AND KY 295 INTERCONNECTS**

ARTICLE 1 - BID RECIPIENT

1.01 This Bid Is Submitted To: LYON COUNTY WATER DISTRICT
5464 U.S. HIGHWAY 62 WEST
KUTTAWA, KY 42055

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2- BIDDER'S ACKNOWLEDGMENTS.

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3- BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in GC-4.02, and (2) reports and drawings of a Hazard Environmental Condition, if any, at the Site that have been identified in GC-4.06

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from the visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by bidder, including applying the specific means, methods, techniques sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.10.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the State where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4- BIDDER'S CERTIFICATION

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for Contract.
For purposes of the Paragraph 4.01.D:
 - 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the

Contract.
ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the work in accordance with the Contract Documents for the following price(s):

Bid Schedule
Contract I - KY 903 and 93 Waterline Interconnects

Item	Description	Units	Total	Unit Price	Total Price
1	Mobilization	L.Sum	1	\$	\$
2	Bonds and Insurance	L. Sum	1	\$	\$
3	General Requirements	L. Sum	1	\$	\$
4	4" SDR 21 PVC Waterline	L.F.	100	\$	\$
5	6" SDR 21 RJ PVC Waterline (Carrier Pipe)	L.F.	130	\$	\$
6	6" PVC Watermain	L.F.	200	\$	\$
7	8" RJ DIP Waterline	L.F.	3475	\$	\$
7A	8" RJ DIP Waterline (Carrier Pipe)	L.F.	70	\$	\$
8	8" RJ DIP Watermain (Hung from Bridge Beam)	L.F.	250	\$	\$
9	8" SDR 21 RJ PVC Waterline (Carrier Pipe)	L.F.	860	\$	\$
10	8" SDR 21 RJ PVC Waterline (Free Bore)	L.F.	120	\$	\$
11	8" SDR 21 PVC Waterline	L.F.	13205	\$	\$
12	3/4" Polyethylene Pipe Service Line	L.F.	150	\$	\$
13	12" Steel Encasement - Bored	L.F.	130	\$	\$
14	16" Steel Encasement - Open Cut	L.F.	185	\$	\$
15	16" Steel Encasement - Bored	L.F.	660	\$	\$
16	16" Steel Encasement - Stream Crossing	L.F.	40	\$	\$
17	4" MJ Gate Valve and Box	Each	1	\$	\$
18	6" MJ Gate Valve and Box	Each	5	\$	\$
19	8" MJ Gate Valve and Box	Each	22	\$	\$
20	4" X 4" Tapping Sleeve and Valve	Each	1	\$	\$
21	6" X 6" Tapping Sleeve and Valve	Each	2	\$	\$
22	Connect to Existing Watermains	Each	6	\$	\$
23	Reconnect to Existing Services	Each	4	\$	\$
24	Fire Hydrant Assembly	Each	10	\$	\$
25	Air Release Valve and Vault	Each	7	\$	\$
26	Bituminous Pavement Restoration	S.Y.	2450	\$	\$
27	Landscape and Seeding	L. Sum	1	\$	\$
28	Traffic Control	L.Sum	1	\$	\$
29	Erosion Control	L. Sum	1	\$	\$
30	Line Markers	Each	20	\$	\$
31	Demobilization	L.Sum	1	\$	\$
Sum of the Total Prices for Work Under Contract I				\$	\$

Bid Schedule

Contract II – Bird Subdivision Waterline Improvements & KY 295 Interconnect

Item	Description	Units	Total	Unit Price	Total Price
1	Landscape & Seeding	L.Sum	1	\$	\$
2	Bonds and Insurance	L.Sum	1	\$	\$
3	General Conditions	L.Sum	1	\$	\$
4	4" SDR 21 PVC Waterline	L.F.	1145	\$	\$
4A	4: SDR 21 RH PVC Waterline	L.F.	50	\$	\$
5	6" SDR 21 PVC Waterline	L.F.	17135	\$	\$
5A	6" SDR 21 RJ PVC Waterline	L.F.	180	\$	\$
6	8" SDR 21 PVC Waterline	L.F.	20520	\$	\$
6A	8" SDR 21 RJ PVC Waterline	L.F.	460	\$	\$
7	3/4" Polyethylene Pipe Service Line (Trenched)	L.F.	2525	\$	\$
8	3/4" Polyethylene Pipe Service Line (Bored)	L.F.	2590	\$	\$
9	8" Steel Encasement Pipe - Bored	L.F.	40	\$	\$
10	12" Steel Encasement Pipe - Stream Crossing	L.F.	115	\$	\$
10A	12" Steel Encasement Pipe - Bored	L.F.	65	\$	\$
11	16" Steel Encasement Pipe-Open Cut	L.F.	275	\$	\$
12	16" Steel Encasement Pipe-Bored	L.F.	335	\$	\$
13	16" Steel Encasement Pipe-Stream Crossing	L.F.	50	\$	\$
14	4" MJ Gate Valve & Box	EACH	13	\$	\$
15	6" MJ Gate Valve & Box	EACH	44	\$	\$
16	8" MJ Gate Valve & Box	EACH	33	\$	\$
17	4" X 4" Tapping Sleeve and Valve	EACH	1	\$	\$
18	6" X 6" Tapping Sleeve and Valve	EACH	1	\$	\$
19	8" X 8" Tapping Sleeve and Valve	EACH	4	\$	\$
20	Connect to Existing Water Main	L. Sum	12	\$	\$
21	Reconnect Existing Services	EACH	170	\$	\$
22	Flushing Hydrant Assembly	EACH	4	\$	\$
23	Fire Hydrant Assembly	EACH	42	\$	\$
24	Master Meter Vault with Appurtenances	L.Sum	5	\$	\$
25	New Meter Setting	EACH	3	\$	\$
26	Cut & Cap Ex. Main	EACH	6	\$	\$
27	Air Release Valve & Vault	EACH	1	\$	\$
28	Pressure Reducing Valve & Vault	L.Sum	2	\$	\$
29	Bituminous Pavement Replacement	S.Y.	2243	\$	\$
30	Concrete Pavement Replacement	S.Y.	121	\$	\$
31	Gravel Drive Restoration	L.F.	5765	\$	\$
32	Mobilization	L. Sum	1	\$	\$
33	Traffic Control	L. Sum	1	\$	\$
34	Erosion Control	L. Sum	1	\$	\$
35	Line Markers	L. Sum	1	\$	\$
36	Demobilization	L. Sum	1	\$	\$
Sum of the Total Prices for Work Under Contract II				\$	\$

Bid Schedule
Contract I – KY 903 and 93 Waterline Interconnects
Contract II – Bird Subdivision Waterline Improvements & KY 295 Interconnect

Item	Description	Units	Total	Unit Price	Total Price
1	Mobilization	L.Sum	1	\$	\$
2	Bonds and Insurance	L. Sum	1	\$	\$
3	General Requirements	L. Sum	1	\$	\$
4	4" SDR 21 PVC Waterline	L.F.	100	\$	\$
5	6" SDR 21 RJ PVC Waterline (Carrier Pipe)	L.F.	130	\$	\$
6	6" PVC Watermain	L.F.	200	\$	\$
7	8" RJ DIP Waterline	L.F.	3475	\$	\$
7A	8" RJ DIP Waterline (Carrier Pipe)	L.F.	70	\$	\$
8	8" RJ DIP Watermain (Hung from Bridge Beam)	L.F.	250	\$	\$
9	8" SDR 21 RJ PVC Waterline (Carrier Pipe)	L.F.	860	\$	\$
10	8" SDR 21 RJ PVC Waterline (Free Bore)	L.F.	120	\$	\$
11	8" SDR 21 PVC Waterline	L.F.	13205	\$	\$
12	3/4" Polyethylene Pipe Service Line	L.F.	150	\$	\$
13	12" Steel Encasement - Bored	L.F.	130	\$	\$
14	16" Steel Encasement - Open Cut	L.F.	185	\$	\$
15	16" Steel Encasement - Bored	L.F.	660	\$	\$
16	16" Steel Encasement - Stream Crossing	L.F.	40	\$	\$
17	4" MJ Gate Valve and Box	Each	1	\$	\$
18	6" MJ Gate Valve and Box	Each	5	\$	\$
19	8" MJ Gate Valve and Box	Each	22	\$	\$
20	4" X 4" Tapping Sleeve and Valve	Each	1	\$	\$
21	6" X 6" Tapping Sleeve and Valve	Each	2	\$	\$
22	Connect to Existing Watermains	Each	6	\$	\$
23	Reconnect to Existing Services	Each	4	\$	\$
24	Fire Hydrant Assembly	Each	10	\$	\$
25	Air Release Valve and Vault	Each	7	\$	\$
26	Bituminous Pavement Restoration	S.Y.	2450	\$	\$
27	Landscape and Seeding	L. Sum	1	\$	\$
28	Traffic Control	L.Sum	1	\$	\$
29	Erosion Control	L. Sum	1	\$	\$
30	Line Markers	Each	20	\$	\$
31	Demobilization	L.Sum	1	\$	\$
32	Landscape & Seeding	L.Sum	1	\$	\$
33	Bonds and Insurance	L.Sum	1	\$	\$
34	General Conditions	L.Sum	1	\$	\$
35	4" SDR 21 PVC Waterline	L.F.	1145	\$	\$
36	4: SDR 21 RH PVC Waterline	L.F.	50	\$	\$
37	6" SDR 21 PVC Waterline	L.F.	17135	\$	\$
38	6" SDR 21 RJ PVC Waterline	L.F.	180	\$	\$
39	8" SDR 21 PVC Waterline	L.F.	20520	\$	\$
40	8" SDR 21 RJ PVC Waterline	L.F.	460	\$	\$

41	3/4" Polyethylene Pipe Service Line (Trenched)	L.F.	2525	\$	\$
42	3/4" Polyethylene Pipe Service Line (Bored)	L.F.	2590	\$	\$
43	8" Steel Encasement Pipe - Bored	L.F.	40	\$	\$
44	12" Steel Encasement Pipe - Stream Crossing	L.F.	115	\$	\$
45	12" Steel Encasement Pipe - Bored	L.F.	65	\$	\$
46	16" Steel Encasement Pipe-Open Cut	L.F.	275	\$	\$
47	16" Steel Encasement Pipe-Bored	L.F.	335	\$	\$
48	16" Steel Encasement Pipe-Stream Crossing	L.F.	50	\$	\$
49	4" MJ Gate Valve & Box	EACH	13	\$	\$
50	6" MJ Gate Valve & Box	EACH	44	\$	\$
51	8" MJ Gate Valve & Box	EACH	33	\$	\$
52	4" X 4" Tapping Sleeve and Valve	EACH	1	\$	\$
53	6" X 6" Tapping Sleeve and Valve	EACH	1	\$	\$
54	8" X 8" Tapping Sleeve and Valve	EACH	4	\$	\$
55	Connect to Existing Water Main	L. Sum	12	\$	\$
56	Reconnect Existing Services	EACH	170	\$	\$
57	Flushing Hydrant Assembly	EACH	4	\$	\$
58	Fire Hydrant Assembly	EACH	42	\$	\$
59	Master Meter Vault with Appurtenances	L.Sum	5	\$	\$
60	New Meter Setting	EACH	3	\$	\$
61	Cut & Cap Ex. Main	EACH	6	\$	\$
62	Air Release Valve & Vault	EACH	1	\$	\$
63	Pressure Reducing Valve & Vault	L.Sum	2	\$	\$
64	Bituminous Pavement Replacement	S.Y.	2243	\$	\$
65	Concrete Pavement Replacement	S.Y.	121	\$	\$
66	Gravel Drive Restoration	L.F.	5765	\$	\$
67	Mobilization	L. Sum	1	\$	\$
68	Traffic Control	L. Sum	1	\$	\$
69	Erosion Control	L. Sum	1	\$	\$
70	Line Markers	L. Sum	1	\$	\$
71	Demobilization	L. Sum	1	\$	\$
Sum of the Total Price of Work Under Contracts I & II				\$	\$

A. Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions. B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the contract Documents.

ARTICLE 6- TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and complete and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before the date, or within the number of calendar days, indicated in the Agreement. Upon substantial completion, if necessary, an alternate date for final completion and payment may be determined between the Owner, Contractor, and Engineer based on remaining work, market, and weather conditions.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the work within the Contract Times.

ARTICLE 7- ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of the Bid:
- A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided); (Section 4)
 - B. List of Proposed Subcontractors; (Section 5)
 - C. List of Proposed Suppliers; (Section 5)
 - D. List of Proposed References; (Section 5)
 - E. Non-Collusion Affidavit (Section 5)
 - F. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans. Refer to paragraph 18.11 of the General Conditions; (Section 6)
 - G. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in paragraph 18.10 of the General Conditions; (Section 6)
 - H. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions (AD-1048); (Section 6)
 - I. Certification of Non-Segregated Facilities (Section 6)
 - J. Debarment Certification; (Section 7)
 - K. Certification Regarding Lobbyists; (Section 7)
 - K. Evidence of authority to do business in the state and local jurisdiction of the Project; or a written covenant to obtain such a license within the time frame for acceptance of Bids;

ARTICLE 8- DEFINED TERMS

- 8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

Name (typed or printed): _____ By: _____ (Individual's signature)

Doing _____ business as:

Bidder's Business address: _____

Business Phone No. _____

Business FAX No. _____

Business E-Mail Address: _____

State Contractor License No. _____ (If applicable)

Employer's Tax ID No. _____

Phone and FAX Numbers, and Address for receipt of official communications, if different from Business contact information: _____

9.02 Bid submitted on _____ 20____.

SEAL, if required

General Decision Number: KY150130 02/06/2015 KY130

Superseded General Decision Number: KY20140130

State: Kentucky

Construction Type: Heavy

County: Lyon County 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	02/06/2015

ENGI0181-009 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

ERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Backhoe/Excavator/Trackhoe; Bulldozer; Crane; Drill; Grader/Blade; Loader; Mechanic; Scraper

GROUP 2 - Bobcat/Skid Steer/Skid Loader; Forklift; Tractor (50 H.P. or over)

GROUP 3 - Articulating Truck Operator

GROUP 4 - Oiler; Tractor (under 50 H.P.)

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.

IRON0782-010 05/01/2014

	Rates	Fringes
IRONWORKER (Reinforcing & Structural)		
Projects over \$20,000,000.00.....	\$ 27.09	20.66
Projects under \$20,000,000.00.....	\$ 25.50	19.02

ABO0189-001 07/01/2014

Rates	Fringes
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LABORER

Concrete Saw (Hand Held/Walk Behind).....\$ 22.05 11.96

ABO0561-003 07/01/2014

Rates Fringes

LABORER

Form Worker.....\$ 21.61 12.65

LABO1214-001 07/01/2014

Rates Fringes

LABORER

Backfiller, Carpenter Tender, Common or General, Concrete Worker, Dumpman, Fence Erection.....\$ 21.50 12.26
Pipelayer & Tamper (Hand Held/Walk Behind).....\$ 21.75 12.26

* UAVG-KY-0001 06/25/2014

Rates Fringes

LABORER: Grade Checker.....\$ 21.68 11.38

SUKY2011-007 06/25/2014

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 20.96 10.53
ELECTRICIAN.....\$ 32.35 2.18
LABORER: Flagger.....\$ 18.31 8.89
OPERATOR: Boring Machine.....\$ 25.35 13.00

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 5 in the example, is an internal number used in processing a 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 1.6 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

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

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

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

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

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

=====
END OF GENERAL DECISION



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

June 4, 2015

Brent Tippey
HDR Engineering Inc.
2517 Sir Barton Way
Lexington KY 40503

Re: Lyon County Water District, Water Quality & System Improvements - Contract 1 REVISED

Advertising Date as Shown on Notification: June 3, 2015

Dear Brent Tippey:

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 2-001, dated December 22, 2014 for LYON 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: 072-H-00061-14-2, Heavy/Highway

Sincerely,

Anthony Russell
Commissioner



An Equal Opportunity Employer M/F/D

CR KENTUCKY LABOR CABINET
PREVAILING WAGE DETERMINATION
CURRENT REVISION
LOCALITY NO. 01

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES

Determination No. CR 2-001 2014

Date of Determination: December 22, 2014

Project No. 072-H-00061-14-2
Type: ___ Bldg HH

This schedule of the prevailing rate of wages for Calloway, Fulton, Graves, Hickman, Lyon, & Trigg 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 Number CR 2-001 2014.

Apprentices shall be permitted to work as such subject to Administrative Regulations 803 KAR 1:010. Copies of these regulations 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) hours per day, and/or in excess of forty (40) hours 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 calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day 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.

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

BUILDING CONSTRUCTION

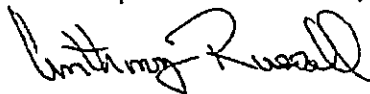
Building construction is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, 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
Department of Workplace Standards
Kentucky Labor Cabinet

Determination No. CR 2-001 2014
December 22, 2014

ASBESTOS/INSULATION WORKERS: (Including duct (hot/cold), pipe insulator & pipe wrapping):
CALLOWAY COUNTY:

	BASE RATE	\$26.15
	FRINGE BENEFITS	11.31

ASBESTOS/INSULATION WORKERS: (Including duct (hot/cold), pipe insulator & pipe wrapping):
TRIGG COUNTY:

	BASE RATE	\$15.49
	FRINGE BENEFITS	9.22

ASBESTOS/INSULATION WORKERS: (Including duct (hot/cold), pipe insulator & pipe wrapping):
FULTON, GRAVES, HICKMAN & LYON COUNTIES:

	BASE RATE	\$29.99
	FRINGE BENEFITS	15.42

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:
HAZARDOUS MATERIAL HANDLER: (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems):

	BASE RATE	\$24.05
	FRINGE BENEFITS	9.46

BOILERMAKERS:
CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

	BASE RATE	\$35.79
	FRINGE BENEFITS	16.71

BRICKLAYERS / BUILDING:
CALLOWAY, FULTON, GRAVES, HICKMAN & LYON COUNTIES:

BUILDING	BASE RATE	\$24.00
	FRINGE BENEFITS	0.00

BRICKLAYERS:
TRIGG COUNTY: BUILDING

	BASE RATE	\$23.03
	FRINGE BENEFITS	2.06

TILE FINISHERS
TRIGG COUNTY: BUILDING

	BASE RATE	\$19.27
	FRINGE BENEFITS	11.41

TILE SETTERS
TRIGG COUNTY: BUILDING

	BASE RATE	\$25.72
	FRINGE BENEFITS	11.34

BRICKLAYERS / HEAVY HIGHWAY:
FULTON, GRAVES, HICKMAN & LYON COUNTIES:
HEAVY HIGHWAY

	BASE RATE	\$29.52
	FRINGE BENEFITS	13.37

BRICKLAYERS / HEAVY HIGHWAY: CONTINUED
CALLOWAY & TRIGG COUNTIES:

HEAVY HIGHWAY

BASE RATE \$25.37
FRINGE BENEFITS 10.50

CARPENTERS:
CALLOWAY, FULTON, GRAVES, HICKMAN, LYON COUNTIES:

Carpenters: (Including Drywall Hanging, Batt Insulation & Formwork)
BUILDING

BASE RATE \$21.44
FRINGE BENEFITS 15.57

HEAVY & HIGHWAY

BASE RATE \$27.50
FRINGE BENEFITS 14.92

Piledrivermen: HEAVY & HIGHWAY

BASE RATE \$27.75
FRINGE BENEFITS 14.92

Divers: HEAVY & HIGHWAY

BASE RATE \$41.63
FRINGE BENEFITS 14.92

CARPENTERS: (Includes drywall finishing/taping)
TRIGG COUNTY:

BUILDING

BASE RATE \$18.80
FRINGE BENEFITS 0.00

Drywall Hanging: BUILDING

BASE RATE \$17.00
FRINGE BENEFITS 0.00

CEMENT MASONS & CONCRETE FINISHERS:
CALLOWAY, FULTON, GRAVES, HICKMAN, LYON COUNTIES:

BASE RATE \$22.90
FRINGE BENEFITS 13.55

CEMENT MASONS & CONCRETE FINISHERS:
TRIGG COUNTY:

BASE RATE \$20.80
FRINGE BENEFITS 0.00

ELECTRICIANS:
CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

Electricians (Including Low Voltage Wiring):

BASE RATE \$30.82
FRINGE BENEFITS 13.71

Cable Splicers:
CALLOWAY, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

BASE RATE \$30.20
FRINGE BENEFITS 13.05

ELECTRICIANS: CONTINUED

Cable Splicers:

FULTON COUNTY:

BASE RATE	\$25.00
FRINGE BENEFITS	10.27

ELEVATOR CONSTRUCTORS:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

BASE RATE	\$21.51
FRINGE BENEFITS	6.12

GLAZIERS:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

BASE RATE	\$25.18
FRINGE BENEFITS	8.65

IRONWORKERS / BUILDING:

CALLOWAY, FULTON, GRAVES, HICKMAN, & LYON COUNTIES:

Structural/Ornamental/Reinforcing:

BUILDING

BASE RATE	\$25.50
FRINGE BENEFITS	19.02

IRONWORKERS / BUILDING:

TRIGG COUNTY:

Structural:

BUILDING

BASE RATE	\$22.61
FRINGE BENEFITS	8.57

Ornamental & Reinforcing:

BUILDING

BASE RATE	25.50
FRINGE BENEFITS	19.02

IRONWORKERS / HEAVY HIGHWAY:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

Projects with a total contract cost of \$20,000,000.00 or above:

HEAVY & HIGHWAY

BASE RATE	\$27.09
FRINGE BENEFITS	20.66

All Other Work:

HEAVY & HIGHWAY

BASE RATE	\$25.50
FRINGE BENEFITS	19.02

LABORERS / BUILDING:

HICKMAN & LYON COUNTIES:

Common or General

BUILDING

BASE RATE	\$20.50
FRINGE BENEFITS	11.65

Grade Checker, Mason Tender-Cement/Concrete:

BUILDING

BASE RATE	\$20.70
FRINGE BENEFITS	11.65

LABORERS / BUILDING: CONTINUED
HICKMAN & LYON COUNTIES:

Mason Tender-Brick	BUILDING	BASE RATE	\$20.09
		FRINGE BENEFITS	0.00

LABORERS / BUILDING:
FULTON & GRAVES COUNTIES:

Common or General	BUILDING	BASE RATE	\$22.24
		FRINGE BENEFITS	12.80

Grade Checker	BUILDING	BASE RATE	\$22.74
		FRINGE BENEFITS	12.80

Mason Tender - Cement/Concrete	BUILDING	BASE RATE	\$23.99
		FRINGE BENEFITS	12.80

Mason Tender -- Brick	BUILDING	BASE RATE	\$20.09
		FRINGE BENEFITS	0.00

LABORERS / BUILDING:
CALLOWAY COUNTY:
Grade Checker, Mason Tender-Cement/Concrete:

BUILDING	BASE RATE	\$20.70
	FRINGE BENEFITS	11.65

Common or General:	BUILDING	BASE RATE	\$18.29
		FRINGE BENEFITS	4.24

Mason Tender-Brick	BUILDING	BASE RATE	\$23.60
		FRINGE BENEFITS	0.00

LABORERS / BUILDING:
TRIGG COUNTY
Grade Checker, Mason Tender-Brick (Hod), Pipelayer & Screw Operator:

BUILDING	BASE RATE	\$20.90
	FRINGE BENEFITS	11.35

Mason Tender Cement/Concrete	BUILDING	BASE RATE	\$13.89
		FRINGE BENEFITS	0.00

Common or General	BUILDING	BASE RATE	\$11.00
		FRINGE BENEFITS	0.00

Mason Tender-Brick	BUILDING	BASE RATE	\$19.65
		FRINGE BENEFITS	0.00

LABORERS / HEAVY HIGHWAY:
CALLOWAY, FULTON, GRAVES, HICKMAN & LYON COUNTIES:

GROUP 1: Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental – Nuclear, Radiation, Toxic & Hazardous Waste – Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Form & General Cleanup:

HEAVY & HIGHWAY	BASE RATE	\$21.50
	FRINGE BENEFITS	12.26

GROUP 2: Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental – Nuclear, Radiation, Toxic & Hazardous Waste – Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; & Wagon Driller:

HEAVY & HIGHWAY	BASE RATE	\$21.75
	FRINGE BENEFITS	12.26

GROUP 3: Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditch; Screw Operator; Tunnel (Free air); & Water Blaster:

HEAVY & HIGHWAY	BASE RATE	\$21.80
	FRINGE BENEFITS	12.26

GROUP 4: Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powderman & Blasters; Troxler & Concrete Tester if Laborer is Utilitized:

HEAVY & HIGHWAY	BASE RATE	\$22.40
	FRINGE BENEFITS	12.26

LABORERS / HEAVY HIGHWAY:
TRIGG COUNTY:

GROUP 1: Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental – Nuclear, Radiation, Toxic & Hazardous Waste – Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Form; & General Cleanup:

HEAVY & HIGHWAY	BASE RATE	\$22.66
	FRINGE BENEFITS	11.10

LABORERS/HEAVY HIGHWAY CONTINUED:

GROUP 2: Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Hand Held or Walk Behind Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental – Nuclear, Radiation, Toxic & Hazardous Waste – Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; & Wagon Driller:

HEAVY & HIGHWAY	BASE RATE	\$22.91
	FRINGE BENEFITS	11.10

GROUP 3: Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditch; Screw Operator; Tunnel (Free air); & Water Blaster:

HEAVY & HIGHWAY	BASE RATE	\$22.96
	FRINGE BENEFITS	11.10

GROUP 4: Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powderman & Blasters; Troxler & Concrete Tester if Laborer is Utilized: HEAVY & HIGHWAY

	BASE RATE	\$23.56
	FRINGE BENEFITS	11.10

MILLWRIGHTS:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON COUNTIES:	BASE RATE	\$23.48
	FRINGE BENEFITS	15.06

MILLWRIGHTS:

TRIGG COUNTY:	BASE RATE	\$25.83
	FRINGE BENEFITS	18.41

OPERATING ENGINEERS / BUILDING:

TRIGG COUNTY:

GROUP 1: Bituminous Paver, all types of loaders, backhoe/backhoe track, excavator, trackhoe, horizontal directional drill, mechanic, roller (bituminous), forklift (regardless of lift height and except when used for masonry construction), telescoping type forklift, core drill, concrete paver, rotary drill, KeCal loader:

BUILDING	BASE RATE	\$28.13
	FRINGE BENEFITS	14.15

GROUP 2: Hoist (1 drum), hoisting engine (2 or more drums), hoist:

BUILDING	BASE RATE	\$29.22
	FRINGE BENEFITS	14.15

GROUP 3: Roller (rock), tractor (50 HP & over), truck crane, oiler, farm tractor with attachments (except backhoe, highlift & end loader), elevator (when used for hoisting), hoisting engineer (1 drum) or buck hoist, forklift (when used for masonry construction):

BUILDING	BASE RATE	\$25.14
	FRINGE BENEFITS	14.15

GROUP 4: Roller (earth), tractor (under 50 HP), oiler:

BUILDING	BASE RATE	\$24.31
	FRINGE BENEFITS	14.15

**OPERATING ENGINEERS / BUILDING:
 TRIGG COUNTY:**

Bulldozer:	BUILDING	BASE RATE	\$19.91
		FRINGE BENEFITS	0.00
Crane:	BUILDING	BASE RATE	\$20.32
		FRINGE BENEFITS	8.40
Grader/Blade:	BUILDING	BASE RATE	\$22.15
		FRINGE BENEFITS	10.40
Highlift:	BUILDING	BASE RATE	\$25.00
		FRINGE BENEFITS	0.00
Scraper:	BUILDING	BASE RATE	\$22.15
		FRINGE BENEFITS	9.05

Crane with boom 150 feet and over, including JIB shall receive \$.75 above Group 1.

All Cranes with Piling Leads will receive \$.50 above Group 1 regardless of boom length.

OPERATING ENGINEERS / BUILDING:

CALLOWAY, FULTON, GRAVES, HICKMAN & LYON COUNTIES:

Backhoe, bobcat/skid loader, bulldozer, cherry picker, crane, forklift, grade/blade, trackhoe:

	BUILDING	BASE RATE	\$28.13
		FRINGE BENEFITS	14.15
Oiler	BUILDING	BASE RATE	\$24.31
		FRINGE BENEFITS	14.15
Excavator:	BUILDING	BASE RATE	\$21.10
		FRINGE BENEFITS	9.15
Loader:	BUILDING	BASE RATE	\$21.63
		FRINGE BENEFITS	9.86

GRAVES COUNTY ONLY:

Front End Loader:	BUILDING	BASE RATE	\$25.14
		FRINGE BENEFITS	14.15

Crane with boom 150 feet and over, including JIB shall receive \$1.00 above Group 1;
 225 feet and over including JIB shall receive \$1.50 above rate.

Crane using Piling Leads shall receive \$1.00 above rate, regardless of boom length.

HAZARDOUS PAY:

- Level A Personal Protective Equipment \$1.00 Premium
- Level B Personal Protective Equipment \$.75 Premium
- Level C Personal Protective Equipment \$.50 Premium
- Level D Personal Protective Equipment – No Premium

OPERATING ENGINEERS / HEAVY HIGHWAY
CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

GROUP 1: A-Frame Winch Truck; Auto Patrol; Backfiller; Batch Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-all Scoop; Carry Deck Crane; Central Compressor Plant; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & 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; 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; Rotary Drill; Roller (Bituminous); Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; 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

GROUP 2: Air Compressor (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 (One Drum or Buck Hoist); Elevator (when used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 HP or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler:

HEAVY & HIGHWAY	*BASE RATE	\$26.24
	FRINGE BENEFITS	14.15

GROUP 3: All Off Road Material Handling Equipment, including Articulating Dump Trucks; Greaser on Grease Facilities servicing Heavy Equipment:

HEAVY & HIGHWAY	*BASE RATE	\$26.65
	FRINGE BENEFITS	14.15

GROUP 4: Bituminous Distributor; Burlap & Curing Machine; 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); Steersman; Tamping Machine; Tractor (Under 50 HP); & Vibrator:

HEAVY & HIGHWAY	*BASE RATE	\$25.95
	FRINGE BENEFITS	14.15

*Cranes with booms 150 ft. & over (including jib) \$1.00 premium. Employees assigned to work below ground level are to be paid 10% above basic wage rate. This does not apply to open cut work.

PAINTERS:

CALLOWAY, FULTON, GRAVES, HICKMAN & LYON COUNTIES

Brush & Roller Only:	BUILDING	BASE RATE	\$20.20
		FRINGE BENEFITS	12.05
All other Work:	BUILDING	BASE RATE	13.84
		FRINGE BENEFITS	0.00
Bridges & Dams:	HEAVY & HIGHWAY	*BASE RATE	\$26.45
		FRINGE BENEFITS	12.05
All Other Work:	HEAVY & HIGHWAY	*BASE RATE	\$20.20
		FRINGE BENEFITS	12.05

Waterblasting units with 3500 PSI and above - \$.50 premium; Spray painting and all abrasive blasting - \$1.00 premium; Work 40 ft. and above ground level - \$1.00 premium.

PAINTERS:

TRIGG COUNTY:

Spray Only:	BUILDING	BASE RATE	\$20.20
		FRINGE BENEFITS	12.05
Brush & Roller Only:	BUILDING	BASE RATE	\$10.00
		FRINGE BENEFITS	0.00
Bridges & Dams	HEAVY HIGHWAY	BASE RATE	\$26.45
		FRINGE BENEFITS	12.05
All other Work:	HEAVY HIGHWAY	BASE RATE	\$20.20
		FRINGE BENEFITS	12.05

Waterblasting units with 3500 PSI and above - \$.50 premium; Spray painting and all abrasive blasting - \$1.00 premium; Work 40 ft. and above ground level - \$1.00 premium.

PLASTERERS:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

BUILDING	BASE RATE	\$16.63
	FRINGE BENEFITS	0.00

PLUMBERS & PIPEFITTERS: (Including HVAC Pipe)

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

BASE RATE	\$33.11
FRINGE BENEFITS	14.83

ROOFERS:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON COUNTIES:

BASE RATE	\$16.42
FRINGE BENEFITS	1.50

ROOFERS: CONTINUED
TRIGG COUNTY:

Built up roof, modified bitumen & single ply roof:		BASE RATE	\$26.96
		FRINGE BENEFITS	13.01
Shake & Shingle Roof:		BASE RATE	\$19.31
		FRINGE BENEFITS	6.25
Slate & Tile:		BASE RATE	\$27.46
		FRINGE BENEFITS	13.01

SHEETMETAL WORKERS: (Including HVAC Duct and metal roofs)
CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

		BASE RATE	\$28.66
		FRINGE BENEFITS	18.03

SPRINKLER FITTERS:
CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

		BASE RATE	\$30.14
		FRINGE BENEFITS	17.12

TRUCK DRIVERS / BUILDING:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON COUNTIES:

Single-Axle:	BUILDING	BASE RATE	\$18.78
		FRINGE BENEFITS	8.27

Semi-Axle & Tandem:	BUILDING	BASE RATE	\$19.50
		FRINGE BENEFITS	8.27

TRUCK DRIVERS / BUILDING:
TRIGG COUNTY:

10 Yard Truck:	BUILDING	BASE RATE	\$16.19
		FRINGE BENEFITS	.52

Dump Truck:	BUILDING	BASE RATE	\$14.52
		FRINGE BENEFITS	2.17

Truck Driver:	BUILDING	BASE RATE	\$12.70
		FRINGE BENEFITS	0.00

Semi/Trailer Truck	BUILDING	BASE RATE	\$15.10
		FRINGE BENEFITS	5.07

TRUCK DRIVERS / HEAVY HIGHWAY:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

Greaser, Tire Changer:	HEAVY & HIGHWAY	BASE RATE	\$19.38
		FRINGE BENEFITS	16.85

Truck Mechanic:	HEAVY & HIGHWAY	BASE RATE	\$19.56
		FRINGE BENEFITS	16.85

Single Axle Dump & Flatbed; All Terrain Vehicle when used to haul materials; Semi-Trailer or Pole Trailer when used to pull building materials & equipment; Tandem Axle Dump; Distributor; & Mixer (All Types):

HEAVY & HIGHWAY	BASE RATE	\$19.56
	FRINGE BENEFITS	16.85

Euclid, Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5 Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Fork Lift Truck when used to transport building materials; & Drivers on Pavement Breaker:

HEAVY & HIGHWAY	BASE RATE	\$19.66
	FRINGE BENEFITS	16.85

Mixer All Types	HEAVY & HIGHWAY	BASE RATE	\$19.64
		FRINGE BENEFITS	16.85

**End of Document
CR 2-001 2014
December 22, 2014**



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

June 4, 2015

Brent Tippey
HDR Engineering Inc.
2517 Sir Barton Way
Lexington KY 40503

Re: Lyon County Water District, Water Quality & System Improvements - Contract 2 REVISED

Advertising Date as Shown on Notification: June 3, 2015

Dear Brent Tippey:

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 2-001, dated December 22, 2014 for LYON 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: 072-H-00062-14-2, Heavy/Highway

Sincerely,

Anthony Russell
Commissioner



An Equal Opportunity Employer M/F/D

CR KENTUCKY LABOR CABINET
PREVAILING WAGE DETERMINATION
CURRENT REVISION
LOCALITY NO. 01

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES

Determination No. CR 2-001 2014

Project No. 072-H-00062-14-2
Type: ___ Bldg ___x_ HH

Date of Determination: December 22, 2014

This schedule of the prevailing rate of wages for Calloway, Fulton, Graves, Hickman, Lyon, & Trigg 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 Number CR 2-001 2014.

Apprentices shall be permitted to work as such subject to Administrative Regulations 803 KAR 1:010. Copies of these regulations 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) hours per day, and/or in excess of forty (40) hours 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 calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day 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.

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
Department of Workplace Standards
Kentucky Labor Cabinet

Determination No. CR 2-001 2014
December 22, 2014

ASBESTOS/INSULATION WORKERS: (Including duct (hot/cold), pipe insulator & pipe wrapping):
CALLOWAY COUNTY:

BASE RATE \$26.15
FRINGE BENEFITS 11.31

ASBESTOS/INSULATION WORKERS: (Including duct (hot/cold), pipe insulator & pipe wrapping):
TRIGG COUNTY:

BASE RATE \$15.49
FRINGE BENEFITS 9.22

ASBESTOS/INSULATION WORKERS: (Including duct (hot/cold), pipe insulator & pipe wrapping):
FULTON, GRAVES, HICKMAN & LYON COUNTIES:

BASE RATE \$29.99
FRINGE BENEFITS 15.42

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

HAZARDOUS MATERIAL HANDLER: (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems):

BASE RATE \$24.05
FRINGE BENEFITS 9.46

BOILERMAKERS:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

BASE RATE \$35.79
FRINGE BENEFITS 16.71

BRICKLAYERS / BUILDING:

CALLOWAY, FULTON, GRAVES, HICKMAN & LYON COUNTIES:

BUILDING
BASE RATE \$24.00
FRINGE BENEFITS 0.00

BRICKLAYERS:

TRIGG COUNTY: BUILDING

BASE RATE \$23.03
FRINGE BENEFITS 2.06

TILE FINISHERS

TRIGG COUNTY: BUILDING

BASE RATE \$19.27
FRINGE BENEFITS 11.41

TILE SETTERS

TRIGG COUNTY: BUILDING

BASE RATE \$25.72
FRINGE BENEFITS 11.34

BRICKLAYERS / HEAVY HIGHWAY:

FULTON, GRAVES, HICKMAN & LYON COUNTIES:

HEAVY HIGHWAY
BASE RATE \$29.52
FRINGE BENEFITS 13.37

BRICKLAYERS / HEAVY HIGHWAY: CONTINUED
CALLOWAY & TRIGG COUNTIES:

HEAVY HIGHWAY	BASE RATE	\$25.37
	FRINGE BENEFITS	10.50

CARPENTERS:
CALLOWAY, FULTON, GRAVES, HICKMAN, LYON COUNTIES:

Carpenters: (Including Drywall Hanging, Batt Insulation & Formwork)	BASE RATE	\$21.44
BUILDING	FRINGE BENEFITS	15.57

HEAVY & HIGHWAY	BASE RATE	\$27.50
	FRINGE BENEFITS	14.92

Piledrivermen:	HEAVY & HIGHWAY	BASE RATE	\$27.75
		FRINGE BENEFITS	14.92

Divers:	HEAVY & HIGHWAY	BASE RATE	\$41.63
		FRINGE BENEFITS	14.92

CARPENTERS: (Includes drywall finishing/taping)	BASE RATE	\$18.80
TRIGG COUNTY: BUILDING	FRINGE BENEFITS	0.00

Drywall Hanging:	BUILDING	BASE RATE	\$17.00
		FRINGE BENEFITS	0.00

CEMENT MASONS & CONCRETE FINISHERS:
CALLOWAY, FULTON, GRAVES, HICKMAN, LYON COUNTIES:

BASE RATE	\$22.90
FRINGE BENEFITS	13.55

CEMENT MASONS & CONCRETE FINISHERS:
TRIGG COUNTY:

BASE RATE	\$20.80
FRINGE BENEFITS	0.00

ELECTRICIANS:
CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

Electricians (Including Low Voltage Wiring):	BASE RATE	\$30.82
	FRINGE BENEFITS	13.71

Cable Splicers:	BASE RATE	\$30.20
CALLOWAY, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:	FRINGE BENEFITS	13.05

ELECTRICIANS: CONTINUED

Cable Splicers:

FULTON COUNTY:

BASE RATE	\$25.00
FRINGE BENEFITS	10.27

ELEVATOR CONSTRUCTORS:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

BASE RATE	\$21.51
FRINGE BENEFITS	6.12

GLAZIERS:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

BASE RATE	\$25.18
FRINGE BENEFITS	8.65

IRONWORKERS / BUILDING:

CALLOWAY, FULTON, GRAVES, HICKMAN, & LYON COUNTIES:

Structural/Ornamental/Reinforcing:

BUILDING

BASE RATE	\$25.50
FRINGE BENEFITS	19.02

IRONWORKERS / BUILDING:

TRIGG COUNTY:

Structural:

BUILDING

BASE RATE	\$22.61
FRINGE BENEFITS	8.57

Ornamental & Reinforcing:

BUILDING

BASE RATE	25.50
FRINGE BENEFITS	19.02

IRONWORKERS / HEAVY HIGHWAY:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

Projects with a total contract cost of \$20,000,000.00 or above:

HEAVY & HIGHWAY

BASE RATE	\$27.09
FRINGE BENEFITS	20.66

All Other Work:

HEAVY & HIGHWAY

BASE RATE	\$25.50
FRINGE BENEFITS	19.02

LABORERS / BUILDING:

HICKMAN & LYON COUNTIES:

Common or General

BUILDING

BASE RATE	\$20.50
FRINGE BENEFITS	11.65

Grade Checker, Mason Tender-Cement/Concrete:

BUILDING

BASE RATE	\$20.70
FRINGE BENEFITS	11.65

LABORERS / BUILDING: CONTINUED
HICKMAN & LYON COUNTIES:

Mason Tender-Brick	BUILDING	BASE RATE	\$20.09
		FRINGE BENEFITS	0.00

LABORERS / BUILDING:
FULTON & GRAVES COUNTIES:

Common or General	BUILDING	BASE RATE	\$22.24
		FRINGE BENEFITS	12.80

Grade Checker	BUILDING	BASE RATE	\$22.74
		FRINGE BENEFITS	12.80

Mason Tender - Cement/Concrete	BUILDING	BASE RATE	\$23.99
		FRINGE BENEFITS	12.80

Mason Tender – Brick	BUILDING	BASE RATE	\$20.09
		FRINGE BENEFITS	0.00

LABORERS / BUILDING:
CALLOWAY COUNTY:
Grade Checker, Mason Tender-Cement/Concrete:

BUILDING	BASE RATE	\$20.70
	FRINGE BENEFITS	11.65

Common or General:	BUILDING	BASE RATE	\$18.29
		FRINGE BENEFITS	4.24

Mason Tender-Brick	BUILDING	BASE RATE	\$23.60
		FRINGE BENEFITS	0.00

LABORERS / BUILDING:
TRIGG COUNTY
Grade Checker, Mason Tender-Brick (Hod), Pipelayer & Screw Operator:

BUILDING	BASE RATE	\$20.90
	FRINGE BENEFITS	11.35

Mason Tender Cement/Concrete	BUILDING	BASE RATE	\$13.89
		FRINGE BENEFITS	0.00

Common or General	BUILDING	BASE RATE	\$11.00
		FRINGE BENEFITS	0.00

Mason Tender-Brick	BUILDING	BASE RATE	\$19.65
		FRINGE BENEFITS	0.00

LABORERS / HEAVY HIGHWAY:

CALLOWAY, FULTON, GRAVES, HICKMAN & LYON COUNTIES:

GROUP 1: Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental – Nuclear, Radiation, Toxic & Hazardous Waste – Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Form & General Cleanup:

HEAVY & HIGHWAY	BASE RATE	\$21.50
	FRINGE BENEFITS	12.26

GROUP 2: Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental – Nuclear, Radiation, Toxic & Hazardous Waste – Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; & Wagon Driller:

HEAVY & HIGHWAY	BASE RATE	\$21.75
	FRINGE BENEFITS	12.26

GROUP 3: Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditch; Screw Operator; Tunnel (Free air); & Water Blaster:

HEAVY & HIGHWAY	BASE RATE	\$21.80
	FRINGE BENEFITS	12.26

GROUP 4: Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powderman & Blasters; Troxler & Concrete Tester if Laborer is Utilitized:

HEAVY & HIGHWAY	BASE RATE	\$22.40
	FRINGE BENEFITS	12.26

LABORERS / HEAVY HIGHWAY:

TRIGG COUNTY:

GROUP 1: Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental – Nuclear, Radiation, Toxic & Hazardous Waste – Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Form; & General Cleanup:

HEAVY & HIGHWAY	BASE RATE	\$22.66
	FRINGE BENEFITS	11.10

LABORERS/HEAVY HIGHWAY CONTINUED:

GROUP 2: Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Hand Held or Walk Behind Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental – Nuclear, Radiation, Toxic & Hazardous Waste – Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; & Wagon Driller:

HEAVY & HIGHWAY	BASE RATE	\$22.91
	FRINGE BENEFITS	11.10

GROUP 3: Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditch; Screw Operator; Tunnel (Free air); & Water Blaster:

HEAVY & HIGHWAY	BASE RATE	\$22.96
	FRINGE BENEFITS	11.10

GROUP 4: Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powderman & Blasters; Troxler & Concrete Tester if Laborer is Utilized: HEAVY & HIGHWAY

	BASE RATE	\$23.56
	FRINGE BENEFITS	11.10

MILLWRIGHTS:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON COUNTIES:	BASE RATE	\$23.48
	FRINGE BENEFITS	15.06

MILLWRIGHTS:

TRIGG COUNTY:	BASE RATE	\$25.83
	FRINGE BENEFITS	18.41

OPERATING ENGINEERS / BUILDING:

TRIGG COUNTY:

GROUP 1: Bituminous Paver, all types of loaders, backhoe/backhoe track, excavator, trackhoe, horizontal directional drill, mechanic, roller (bituminous), forklift (regardless of lift height and except when used for masonry construction), telescoping type forklift, core drill, concrete paver, rotary drill, KeCal loader:

BUILDING	BASE RATE	\$28.13
	FRINGE BENEFITS	14.15

GROUP 2: Hoist (1 drum), hoisting engine (2 or more drums), hoist:

BUILDING	BASE RATE	\$29.22
	FRINGE BENEFITS	14.15

GROUP 3: Roller (rock), tractor (50 HP & over), truck crane, oiler, farm tractor with attachments (except backhoe, highlift & end loader), elevator (when used for hoisting), hoisting engineer (1 drum) or buck hoist, forklift (when used for masonry construction):

BUILDING	BASE RATE	\$25.14
	FRINGE BENEFITS	14.15

GROUP 4: Roller (earth), tractor (under 50 HP), oiler:

BUILDING	BASE RATE	\$24.31
	FRINGE BENEFITS	14.15

**OPERATING ENGINEERS / BUILDING:
 TRIGG COUNTY:**

Bulldozer:	BUILDING	BASE RATE	\$19.91
		FRINGE BENEFITS	0.00
Crane:	BUILDING	BASE RATE	\$20.32
		FRINGE BENEFITS	8.40
Grader/Blade:	BUILDING	BASE RATE	\$22.15
		FRINGE BENEFITS	10.40
Highlift:	BUILDING	BASE RATE	\$25.00
		FRINGE BENEFITS	0.00
Scraper:	BUILDING	BASE RATE	\$22.15
		FRINGE BENEFITS	9.05

Crane with boom 150 feet and over, including JIB shall receive \$.75 above Group 1.

All Cranes with Piling Leads will receive \$.50 above Group 1 regardless of boom length.

OPERATING ENGINEERS / BUILDING:

CALLOWAY, FULTON, GRAVES, HICKMAN & LYON COUNTIES:
 Backhoe, bobcat/skid loader, bulldozer, cherry picker, crane, forklift, grade/blade, trackhoe:

	BUILDING	BASE RATE	\$28.13
		FRINGE BENEFITS	14.15
Oiler	BUILDING	BASE RATE	\$24.31
		FRINGE BENEFITS	14.15
Excavator:	BUILDING	BASE RATE	\$21.10
		FRINGE BENEFITS	9.15
Loader:	BUILDING	BASE RATE	\$21.63
		FRINGE BENEFITS	9.86

GRAVES COUNTY ONLY:

Front End Loader:	BUILDING	BASE RATE	\$25.14
		FRINGE BENEFITS	14.15

Crane with boom 150 feet and over, including JIB shall receive \$1.00 above Group 1;
 225 feet and over including JIB shall receive \$1.50 above rate.

Crane using Piling Leads shall receive \$1.00 above rate, regardless of boom length.

HAZARDOUS PAY:

- Level A Personal Protective Equipment \$1.00 Premium
- Level B Personal Protective Equipment \$.75 Premium
- Level C Personal Protective Equipment \$.50 Premium
- Level D Personal Protective Equipment – No Premium

OPERATING ENGINEERS / HEAVY HIGHWAY
CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

GROUP 1: A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-all Scoop; Carry Deck Crane; Central Compressor Plant; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Guries; 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; 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; Rotary Drill; Roller (Bituminous); Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; 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

GROUP 2: Air Compressor (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 (One Drum or Buck Hoist); Elevator (when used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 HP or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler:

HEAVY & HIGHWAY	*BASE RATE	\$26.24
	FRINGE BENEFITS	14.15

GROUP 3: All Off Road Material Handling Equipment, including Articulating Dump Trucks; Greaser on Grease Facilities servicing Heavy Equipment:

HEAVY & HIGHWAY	*BASE RATE	\$26.65
	FRINGE BENEFITS	14.15

GROUP 4: Bituminous Distributor; Burlap & Curing Machine; 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); Steersman; Tamping Machine; Tractor (Under 50 HP); & Vibrator:

HEAVY & HIGHWAY	*BASE RATE	\$25.95
	FRINGE BENEFITS	14.15

*Cranes with booms 150 ft. & over (including jib) \$1.00 premium. Employees assigned to work below ground level are to be paid 10% above basic wage rate. This does not apply to open cut work.

PAINTERS:

CALLOWAY, FULTON, GRAVES, HICKMAN & LYON COUNTIES

Brush & Roller Only:	BUILDING	BASE RATE	\$20.20
		FRINGE BENEFITS	12.05
All other Work:	BUILDING	BASE RATE	13.84
		FRINGE BENEFITS	0.00
Bridges & Dams:	HEAVY & HIGHWAY	*BASE RATE	\$26.45
		FRINGE BENEFITS	12.05
All Other Work:	HEAVY & HIGHWAY	*BASE RATE	\$20.20
		FRINGE BENEFITS	12.05

Waterblasting units with 3500 PSI and above - \$.50 premium; Spray painting and all abrasive blasting - \$1.00 premium; Work 40 ft. and above ground level – \$1.00 premium.

PAINTERS:

TRIGG COUNTY:

Spray Only:	BUILDING	BASE RATE	\$20.20
		FRINGE BENEFITS	12.05
Brush & Roller Only:	BUILDING	BASE RATE	\$10.00
		FRINGE BENEFITS	0.00
Bridges & Dams	HEAVY HIGHWAY	BASE RATE	\$26.45
		FRINGE BENEFITS	12.05
All other Work:	HEAVY HIGHWAY	BASE RATE	\$20.20
		FRINGE BENEFITS	12.05

Waterblasting units with 3500 PSI and above - \$.50 premium; Spray painting and all abrasive blasting - \$1.00 premium; Work 40 ft. and above ground level – \$1.00 premium.

PLASTERERS:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

	BUILDING	BASE RATE	\$16.63
		FRINGE BENEFITS	0.00

PLUMBERS & PIPEFITTERS: (Including HVAC Pipe)

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

		BASE RATE	\$33.11
		FRINGE BENEFITS	14.83

ROOFERS:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON COUNTIES:

		BASE RATE	\$16.42
		FRINGE BENEFITS	1.50

ROOFERS: CONTINUED
TRIGG COUNTY:

Built up roof, modified bitumen & single ply roof:		BASE RATE	\$26.96
		FRINGE BENEFITS	13.01
Shake & Shingle Roof:		BASE RATE	\$19.31
		FRINGE BENEFITS	6.25
Slate & Tile:		BASE RATE	\$27.46
		FRINGE BENEFITS	13.01

SHEETMETAL WORKERS: (Including HVAC Duct and metal roofs)
CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

BASE RATE	\$28.66
FRINGE BENEFITS	18.03

SPRINKLER FITTERS:
CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

BASE RATE	\$30.14
FRINGE BENEFITS	17.12

TRUCK DRIVERS / BUILDING:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON COUNTIES:

Single-Axle:	BUILDING	BASE RATE	\$18.78
		FRINGE BENEFITS	8.27
Semi-Axle & Tandem:	BUILDING	BASE RATE	\$19.50
		FRINGE BENEFITS	8.27

TRUCK DRIVERS / BUILDING:
TRIGG COUNTY:

10 Yard Truck:	BUILDING	BASE RATE	\$16.19
		FRINGE BENEFITS	.52
Dump Truck:	BUILDING	BASE RATE	\$14.52
		FRINGE BENEFITS	2.17
Truck Driver:	BUILDING	BASE RATE	\$12.70
		FRINGE BENEFITS	0.00
Semi/Trailer Truck	BUILDING	BASE RATE	\$15.10
		FRINGE BENEFITS	5.07

TRUCK DRIVERS / HEAVY HIGHWAY:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

Greaser, Tire Changer:	HEAVY & HIGHWAY	BASE RATE	\$19.38
		FRINGE BENEFITS	16.85

Truck Mechanic:	HEAVY & HIGHWAY	BASE RATE	\$19.56
		FRINGE BENEFITS	16.85

Single Axle Dump & Flatbed; All Terrain Vehicle when used to haul materials; Semi-Trailer or Pole Trailer when used to pull building materials & equipment; Tandem Axle Dump; Distributor; & Mixer (All Types):

HEAVY & HIGHWAY	BASE RATE	\$19.56
	FRINGE BENEFITS	16.85

Euclid, Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5 Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Fork Lift Truck when used to transport building materials; & Drivers on Pavement Breaker:

HEAVY & HIGHWAY	BASE RATE	\$19.66
	FRINGE BENEFITS	16.85

Mixer All Types	HEAVY & HIGHWAY	BASE RATE	\$19.64
		FRINGE BENEFITS	16.85

**End of Document
CR 2-001 2014
December 22, 2014**



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

June 4, 2015

Brent Tippey
HDR Engineering Inc.
2517 Sir Barton Way
Lexington KY 40503

Re: Lyon County Water District, Water Quality & System Improvements - Contract 3 REVISED

Advertising Date as Shown on Notification: June 3, 2015

Dear Brent Tippey:

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 2-001, dated December 22, 2014 for LYON 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: 072-H-00063-14-2, Heavy/Highway

Sincerely,

Anthony Russell
Commissioner



An Equal Opportunity Employer M/F/D

CR KENTUCKY LABOR CABINET
PREVAILING WAGE DETERMINATION
CURRENT REVISION
LOCALITY NO. 01

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES

Determination No. CR 2-001 2014

Date of Determination: December 22, 2014

Project No. 072-H-00063-14-2

Type: ___ Bldg _x_ HH

This schedule of the prevailing rate of wages for Calloway, Fulton, Graves, Hickman, Lyon, & Trigg 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 Number CR 2-001 2014.

Apprentices shall be permitted to work as such subject to Administrative Regulations 803 KAR 1:010. Copies of these regulations 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) hours per day, and/or in excess of forty (40) hours 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 calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day 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.

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
Department of Workplace Standards
Kentucky Labor Cabinet

Determination No. CR 2-001 2014

December 22, 2014

ASBESTOS/INSULATION WORKERS: (Including duct (hot/cold), pipe insulator & pipe wrapping):

CALLOWAY COUNTY:

	BASE RATE	\$26.15
	FRINGE BENEFITS	11.31

ASBESTOS/INSULATION WORKERS: (Including duct (hot/cold), pipe insulator & pipe wrapping):

TRIGG COUNTY:

	BASE RATE	\$15.49
	FRINGE BENEFITS	9.22

ASBESTOS/INSULATION WORKERS: (Including duct (hot/cold), pipe insulator & pipe wrapping):

FULTON, GRAVES, HICKMAN & LYON COUNTIES:

	BASE RATE	\$29.99
	FRINGE BENEFITS	15.42

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

HAZARDOUS MATERIAL HANDLER: (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems):

	BASE RATE	\$24.05
	FRINGE BENEFITS	9.46

BOILERMAKERS:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

	BASE RATE	\$35.79
	FRINGE BENEFITS	16.71

BRICKLAYERS / BUILDING:

CALLOWAY, FULTON, GRAVES, HICKMAN & LYON COUNTIES:

BUILDING	BASE RATE	\$24.00
	FRINGE BENEFITS	0.00

BRICKLAYERS:

TRIGG COUNTY: BUILDING

	BASE RATE	\$23.03
	FRINGE BENEFITS	2.06

TILE FINISHERS

TRIGG COUNTY: BUILDING

	BASE RATE	\$19.27
	FRINGE BENEFITS	11.41

TILE SETTERS

TRIGG COUNTY: BUILDING

	BASE RATE	\$25.72
	FRINGE BENEFITS	11.34

BRICKLAYERS / HEAVY HIGHWAY:

FULTON, GRAVES, HICKMAN & LYON COUNTIES:

HEAVY HIGHWAY	BASE RATE	\$29.52
	FRINGE BENEFITS	13.37

BRICKLAYERS / HEAVY HIGHWAY: CONTINUED
CALLOWAY & TRIGG COUNTIES:

HEAVY HIGHWAY

BASE RATE \$25.37
FRINGE BENEFITS 10.50

CARPENTERS:
CALLOWAY, FULTON, GRAVES, HICKMAN, LYON COUNTIES:

Carpenters: (Including Drywall Hanging, Batt Insulation & Formwork)

BUILDING

BASE RATE \$21.44
FRINGE BENEFITS 15.57

HEAVY & HIGHWAY

BASE RATE \$27.50
FRINGE BENEFITS 14.92

Piledrivermen:

HEAVY & HIGHWAY

BASE RATE \$27.75
FRINGE BENEFITS 14.92

Divers:

HEAVY & HIGHWAY

BASE RATE \$41.63
FRINGE BENEFITS 14.92

CARPENTERS: (Includes drywall finishing/taping)
TRIGG COUNTY:

BUILDING

BASE RATE \$18.80
FRINGE BENEFITS 0.00

Drywall Hanging:

BUILDING

BASE RATE \$17.00
FRINGE BENEFITS 0.00

CEMENT MASONS & CONCRETE FINISHERS:
CALLOWAY, FULTON, GRAVES, HICKMAN, LYON COUNTIES:

BASE RATE \$22.90
FRINGE BENEFITS 13.55

CEMENT MASONS & CONCRETE FINISHERS:
TRIGG COUNTY:

BASE RATE \$20.80
FRINGE BENEFITS 0.00

ELECTRICIANS:
CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

Electricians (Including Low Voltage Wiring):

BASE RATE \$30.82
FRINGE BENEFITS 13.71

Cable Splicers:

CALLOWAY, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

BASE RATE \$30.20
FRINGE BENEFITS 13.05

ELECTRICIANS: CONTINUED

Cable Splicers:

FULTON COUNTY:

BASE RATE	\$25.00
FRINGE BENEFITS	10.27

ELEVATOR CONSTRUCTORS:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

BASE RATE	\$21.51
FRINGE BENEFITS	6.12

GLAZIERS:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

BASE RATE	\$25.18
FRINGE BENEFITS	8.65

IRONWORKERS / BUILDING:

CALLOWAY, FULTON, GRAVES, HICKMAN, & LYON COUNTIES:

Structural/Ornamental/Reinforcing:

BUILDING

BASE RATE	\$25.50
FRINGE BENEFITS	19.02

IRONWORKERS / BUILDING:

TRIGG COUNTY:

Structural:

BUILDING

BASE RATE	\$22.61
FRINGE BENEFITS	8.57

Ornamental & Reinforcing:

BUILDING

BASE RATE	25.50
FRINGE BENEFITS	19.02

IRONWORKERS / HEAVY HIGHWAY:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

Projects with a total contract cost of \$20,000,000.00 or above:

HEAVY & HIGHWAY

BASE RATE	\$27.09
FRINGE BENEFITS	20.66

All Other Work:

HEAVY & HIGHWAY

BASE RATE	\$25.50
FRINGE BENEFITS	19.02

LABORERS / BUILDING:

HICKMAN & LYON COUNTIES:

Common or General

BUILDING

BASE RATE	\$20.50
FRINGE BENEFITS	11.65

Grade Checker, Mason Tender-Cement/Concrete:

BUILDING

BASE RATE	\$20.70
FRINGE BENEFITS	11.65

LABORERS / BUILDING: CONTINUED
HICKMAN & LYON COUNTIES:

Mason Tender-Brick	BUILDING	BASE RATE	\$20.09
		FRINGE BENEFITS	0.00

LABORERS / BUILDING:
FULTON & GRAVES COUNTIES:

Common or General	BUILDING	BASE RATE	\$22.24
		FRINGE BENEFITS	12.80

Grade Checker	BUILDING	BASE RATE	\$22.74
		FRINGE BENEFITS	12.80

Mason Tender - Cement/Concrete	BUILDING	BASE RATE	\$23.99
		FRINGE BENEFITS	12.80

Mason Tender - Brick	BUILDING	BASE RATE	\$20.09
		FRINGE BENEFITS	0.00

LABORERS / BUILDING:
CALLOWAY COUNTY:

Grade Checker, Mason Tender-Cement/Concrete:

	BUILDING	BASE RATE	\$20.70
		FRINGE BENEFITS	11.65

Common or General:	BUILDING	BASE RATE	\$18.29
		FRINGE BENEFITS	4.24

Mason Tender-Brick	BUILDING	BASE RATE	\$23.60
		FRINGE BENEFITS	0.00

LABORERS / BUILDING:
TRIGG COUNTY

Grade Checker, Mason Tender-Brick (Hod), Pipelayer & Screw Operator:

	BUILDING	BASE RATE	\$20.90
		FRINGE BENEFITS	11.35

Mason Tender Cement/Concrete	BUILDING	BASE RATE	\$13.89
		FRINGE BENEFITS	0.00

Common or General	BUILDING	BASE RATE	\$11.00
		FRINGE BENEFITS	0.00

Mason Tender-Brick	BUILDING	BASE RATE	\$19.65
		FRINGE BENEFITS	0.00

LABORERS / HEAVY HIGHWAY:

CALLOWAY, FULTON, GRAVES, HICKMAN & LYON COUNTIES:

GROUP 1: Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental – Nuclear, Radiation, Toxic & Hazardous Waste – Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Form & General Cleanup:

HEAVY & HIGHWAY	BASE RATE	\$21.50
	FRINGE BENEFITS	12.26

GROUP 2: Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental – Nuclear, Radiation, Toxic & Hazardous Waste – Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; & Wagon Driller:

HEAVY & HIGHWAY	BASE RATE	\$21.75
	FRINGE BENEFITS	12.26

GROUP 3: Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditch; Screw Operator; Tunnel (Free air); & Water Blaster:

HEAVY & HIGHWAY	BASE RATE	\$21.80
	FRINGE BENEFITS	12.26

GROUP 4: Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powderman & Blasters; Troxler & Concrete Tester if Laborer is Utilitized:

HEAVY & HIGHWAY	BASE RATE	\$22.40
	FRINGE BENEFITS	12.26

LABORERS / HEAVY HIGHWAY:

TRIGG COUNTY:

GROUP 1: Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental – Nuclear, Radiation, Toxic & Hazardous Waste – Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Form; & General Cleanup:

HEAVY & HIGHWAY	BASE RATE	\$22.66
	FRINGE BENEFITS	11.10

LABORERS/HEAVY HIGHWAY CONTINUED:

GROUP 2: Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Hand Held or Walk Behind Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental – Nuclear, Radiation, Toxic & Hazardous Waste – Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; & Wagon Driller:

HEAVY & HIGHWAY
BASE RATE \$22.91
FRINGE BENEFITS 11.10

GROUP 3: Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditch; Screw Operator; Tunnel (Free air); & Water Blaster:

HEAVY & HIGHWAY
BASE RATE \$22.96
FRINGE BENEFITS 11.10

GROUP 4: Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powderman & Blasters; Troxler & Concrete Tester if Laborer is Utilized: HEAVY & HIGHWAY

BASE RATE \$23.56
FRINGE BENEFITS 11.10

MILLWRIGHTS:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON COUNTIES:

BASE RATE \$23.48
FRINGE BENEFITS 15.06

MILLWRIGHTS:

TRIGG COUNTY:

BASE RATE \$25.83
FRINGE BENEFITS 18.41

OPERATING ENGINEERS / BUILDING:

TRIGG COUNTY:

GROUP 1: Bituminous Paver, all types of loaders, backhoe/backhoe track, excavator, trackhoe, horizontal directional drill, mechanic, roller (bituminous), forklift (regardless of lift height and except when used for masonry construction), telescoping type forklift, core drill, concrete paver, rotary drill, KeCal loader:

BUILDING
BASE RATE \$28.13
FRINGE BENEFITS 14.15

GROUP 2: Hoist (1 drum), hoisting engine (2 or more drums), hoist:

BUILDING
BASE RATE \$29.22
FRINGE BENEFITS 14.15

GROUP 3: Roller (rock), tractor (50 HP & over), truck crane, oiler, farm tractor with attachments (except backhoe, highlift & end loader), elevator (when used for hoisting), hoisting engineer (1 drum) or buck hoist, forklift (when used for masonry construction):

BUILDING
BASE RATE \$25.14
FRINGE BENEFITS 14.15

GROUP 4: Roller (earth), tractor (under 50 HP), oiler:

BUILDING
BASE RATE \$24.31
FRINGE BENEFITS 14.15

**OPERATING ENGINEERS / BUILDING:
 TRIGG COUNTY:**

Bulldozer:	BUILDING	BASE RATE	\$19.91
		FRINGE BENEFITS	0.00
Crane:	BUILDING	BASE RATE	\$20.32
		FRINGE BENEFITS	8.40
Grader/Blade:	BUILDING	BASE RATE	\$22.15
		FRINGE BENEFITS	10.40
Highlift:	BUILDING	BASE RATE	\$25.00
		FRINGE BENEFITS	0.00
Scraper:	BUILDING	BASE RATE	\$22.15
		FRINGE BENEFITS	9.05

Crane with boom 150 feet and over, including JIB shall receive \$.75 above Group 1.

All Cranes with Piling Leads will receive \$.50 above Group 1 regardless of boom length.

OPERATING ENGINEERS / BUILDING:

CALLOWAY, FULTON, GRAVES, HICKMAN & LYON COUNTIES:

Backhoe, bobcat/skid loader, bulldozer, cherry picker, crane, forklift, grade/blade, trackhoe:

	BUILDING	BASE RATE	\$28.13
		FRINGE BENEFITS	14.15
Oiler	BUILDING	BASE RATE	\$24.31
		FRINGE BENEFITS	14.15
Excavator:	BUILDING	BASE RATE	\$21.10
		FRINGE BENEFITS	9.15
Loader:	BUILDING	BASE RATE	\$21.63
		FRINGE BENEFITS	9.86

GRAVES COUNTY ONLY:

Front End Loader:	BUILDING	BASE RATE	\$25.14
		FRINGE BENEFITS	14.15

Crane with boom 150 feet and over, including JIB shall receive \$1.00 above Group 1;
 225 feet and over including JIB shall receive \$1.50 above rate.

Crane using Piling Leads shall receive \$1.00 above rate, regardless of boom length.

HAZARDOUS PAY:

- Level A Personal Protective Equipment \$1.00 Premium
- Level B Personal Protective Equipment \$.75 Premium
- Level C Personal Protective Equipment \$.50 Premium
- Level D Personal Protective Equipment – No Premium

**OPERATING ENGINEERS / HEAVY HIGHWAY
CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:**

GROUP 1: A-Frame Winch Truck; Auto Patrol; Backfiller; Batch Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-all Scoop; Carry Deck Crane; Central Compressor Plant; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & 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; 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; Rotary Drill; Roller (Bituminous); Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; 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

GROUP 2: Air Compressor (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 (One Drum or Buck Hoist); Elevator (when used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 HP or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler:

HEAVY & HIGHWAY	*BASE RATE	\$26.24
	FRINGE BENEFITS	14.15

GROUP 3: All Off Road Material Handling Equipment, including Articulating Dump Trucks; Greaser on Grease Facilities servicing Heavy Equipment:

HEAVY & HIGHWAY	*BASE RATE	\$26.65
	FRINGE BENEFITS	14.15

GROUP 4: Bituminous Distributor; Burlap & Curing Machine; 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); Steersman; Tamping Machine; Tractor (Under 50 HP); & Vibrator:

HEAVY & HIGHWAY	*BASE RATE	\$25.95
	FRINGE BENEFITS	14.15

*Cranes with booms 150 ft. & over (including jib) \$1.00 premium. Employees assigned to work below ground level are to be paid 10% above basic wage rate. This does not apply to open cut work.

PAINTERS:

CALLOWAY, FULTON, GRAVES, HICKMAN & LYON COUNTIES

Brush & Roller Only:	BUILDING	BASE RATE	\$20.20
		FRINGE BENEFITS	12.05
All other Work:	BUILDING	BASE RATE	13.84
		FRINGE BENEFITS	0.00
Bridges & Dams:	HEAVY & HIGHWAY	*BASE RATE	\$26.45
		FRINGE BENEFITS	12.05
All Other Work:	HEAVY & HIGHWAY	*BASE RATE	\$20.20
		FRINGE BENEFITS	12.05

Waterblasting units with 3500 PSI and above - \$.50 premium; Spray painting and all abrasive blasting - \$1.00 premium; Work 40 ft. and above ground level - \$1.00 premium.

PAINTERS:

TRIGG COUNTY:

Spray Only:	BUILDING	BASE RATE	\$20.20
		FRINGE BENEFITS	12.05
Brush & Roller Only:	BUILDING	BASE RATE	\$10.00
		FRINGE BENEFITS	0.00
Bridges & Dams	HEAVY HIGHWAY	BASE RATE	\$26.45
		FRINGE BENEFITS	12.05
All other Work:	HEAVY HIGHWAY	BASE RATE	\$20.20
		FRINGE BENEFITS	12.05

Waterblasting units with 3500 PSI and above - \$.50 premium; Spray painting and all abrasive blasting - \$1.00 premium; Work 40 ft. and above ground level - \$1.00 premium.

PLASTERERS:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

BUILDING	BASE RATE	\$16.63
	FRINGE BENEFITS	0.00

PLUMBERS & PIPEFITTERS: (Including HVAC Pipe)

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

BASE RATE	\$33.11
FRINGE BENEFITS	14.83

ROOFERS:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON COUNTIES:

BASE RATE	\$16.42
FRINGE BENEFITS	1.50

ROOFERS: CONTINUED
TRIGG COUNTY:

Built up roof, modified bitumen & single ply roof:		BASE RATE	\$26.96
		FRINGE BENEFITS	13.01
Shake & Shingle Roof:		BASE RATE	\$19.31
		FRINGE BENEFITS	6.25
Slate & Tile:		BASE RATE	\$27.46
		FRINGE BENEFITS	13.01

SHEETMETAL WORKERS: (Including HVAC Duct and metal roofs)
CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

		BASE RATE	\$28.66
		FRINGE BENEFITS	18.03

SPRINKLER FITTERS:
CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

		BASE RATE	\$30.14
		FRINGE BENEFITS	17.12

TRUCK DRIVERS / BUILDING:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON COUNTIES:

Single-Axle:	BUILDING	BASE RATE	\$18.78
		FRINGE BENEFITS	8.27
Semi-Axle & Tandem:	BUILDING	BASE RATE	\$19.50
		FRINGE BENEFITS	8.27

TRUCK DRIVERS / BUILDING:
TRIGG COUNTY:

10 Yard Truck:	BUILDING	BASE RATE	\$16.19
		FRINGE BENEFITS	.52
Dump Truck:	BUILDING	BASE RATE	\$14.52
		FRINGE BENEFITS	2.17
Truck Driver:	BUILDING	BASE RATE	\$12.70
		FRINGE BENEFITS	0.00
Semi/Trailer Truck	BUILDING	BASE RATE	\$15.10
		FRINGE BENEFITS	5.07

TRUCK DRIVERS / HEAVY HIGHWAY:

CALLOWAY, FULTON, GRAVES, HICKMAN, LYON & TRIGG COUNTIES:

Greaser, Tire Changer:	HEAVY & HIGHWAY	BASE RATE	\$19.38
		FRINGE BENEFITS	16.85

Truck Mechanic:	HEAVY & HIGHWAY	BASE RATE	\$19.56
		FRINGE BENEFITS	16.85

Single Axle Dump & Flatbed; All Terrain Vehicle when used to haul materials; Semi-Trailer or Pole Trailer when used to pull building materials & equipment; Tandem Axle Dump; Distributor; & Mixer (All Types):

HEAVY & HIGHWAY	BASE RATE	\$19.56
	FRINGE BENEFITS	16.85

Euclid, Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5 Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Fork Lift Truck when used to transport building materials; & Drivers on Pavement Breaker:

HEAVY & HIGHWAY	BASE RATE	\$19.66
	FRINGE BENEFITS	16.85

Mixer All Types	HEAVY & HIGHWAY	BASE RATE	\$19.64
		FRINGE BENEFITS	16.85

**End of Document
CR 2-001 2014
December 22, 2014**

SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The Contractor shall furnish all necessary labor, machinery, tools, apparatus, equipment, materials, services and other necessary supplies and perform all work shown on the Drawings and/or described in the Specifications and Contract Documents at the unit or lump sum prices for the items enumerated in Part 2 of this Section.

1.2 COMPUTATION OF QUANTITIES

- A. For estimating quantities in which the computation of areas by geometric methods would be comparatively laborious, it is agreed that the plan meter shall be considered an instrument of precision adapted to the measurement of such areas.
- B. It is further agreed that the computation of the volume of prisms shall be by the method of average end area.

PART 2 - PRODUCTS

2.1 MOBILIZATION

- A. Payment for the Contractor's mobilization will be made at the Contract lump sum price and shall include all costs incurred for moving equipment onto the Project area and any pertinent costs related thereto.

2.2 BONDS AND INSURANCE

- A. Payment for bonds and insurance will be made at the Contract lump sum price, and shall include the costs of the Performance and Payment Bonds provided under the Contract, and the premiums for insurance required under the Contract.

2.3 GENERAL REQUIREMENTS

- A. Payment for general requirements will be made at the Contract lump sum price distributed over the initial term of the Contract and shall include field supervision and support staff, office supervision and support staff, costs associated with maintaining the field operation, and other items required by the general requirements and conditions of the Contract.

2.4 WATER LINE

- A. Payment for water line will be made at the Contract unit price per linear foot in place, which shall include compensation for furnishing pipe, trenching, bedding, laying, jointing, shoring, sheeting and bracing, initial backfill, and all other appurtenances required but not specifically delineated herein. Ductile iron fittings (including thrust blocking) are included in this pay item. Restrained joint accessories are included in this pay item when designated on Plans and Bid Form.
- B. The quantity of piping to be paid for shall be the length of pipe measured along the centerline of the completed pipe line without deducting the length of fittings.

- C. Payment for final backfill shall be included in this pay item except for asphalt material and concrete required in restoration of paved areas as defined in Sections 02510 and 02520. Bituminous binder and concrete shall be included in the pay item "Bituminous Pavement Replacement", or "Concrete Pavement Replacement". Class II material (DGA and/or crushed stone paving) required in the restoration of gravel roadways and drives shall be included in this pay item.
- D. All excavation is unclassified and is included in this pay item and will not be paid for separately.
- E. Testing of the completed water line and any electric, gas or other utility relocation, if necessary, is included in this pay item. However, no payment for the labor portion of this unit item shall be made until the line has been tested and accepted by the Engineer.
- F. Payment for seeding and final clean-up (including furnishing and placing topsoil, finish grading, seeding, [mulching and erosion control,] removal of construction materials and debris, cleaning, and site restoration) is included in this pay item. However, the Owner will not pay eight percent (8%) per foot of the line unit cost until final clean-up and seeding has been performed to the satisfaction of the Owner. The eight percent (8%) per foot of the line unit cost shall be shown as a subsidiary line item on the payment request, which shall also be subject to retainage.
- G. Fence repair/replacement incidental to water line construction is included in this pay item and will not be paid for separately.

2.5 POLYETHYLENE SERVICE PIPE

- A. Payment for service pipe and fittings will be made per linear foot in place, with attendant work completed. Excavation is unclassified and included in this pay item.
- B. All meter settings across the road from the water line shall be pushed under the road. The work of pushing is included in this pay item and will not be paid for separately.

2.6 ENCASEMENT PIPE, OPEN CUT

- A. Payment for encasement pipe crossing under roads, driveways, etc. as shown on the Drawings shall include the respective encasement pipe open cut across the creek and will be paid for at the Contract unit price per linear foot of encasement pipe for the size and type. This work shall include the encasement pipe, complete in place with fittings, blocking, spacers, and all items necessary for its construction and installation. Carrier pipe is paid separately under Item 2.4.

2.7 ENCASEMENT PIPE, BORE AND JACK

- A. Payment for encasement pipe crossing under roads, driveways, etc. as shown on the Drawings shall include the respective encasement pipe bored under the roadway and will be paid for at the Contract unit price per linear foot of encasement pipe for the size and type. This work shall include the encasement pipe, complete in place with fittings, blocking, spacers, and all items necessary for its construction and installation. Carrier pipe is paid separately under Item 2.4.

2.7A CREEK CROSSING

- A. Payment for creek crossing will be made at the Contract unit price per linear foot in place, which shall include excavation, encasement pipe, laying, jointing, temporary trench shoring, backfilling, and all other appurtenances required as shown on the Drawings.
- B. The quantity of piping shall be the length of pipe measured along the centerline of the completed encasement pipe.
- C. Payment for final backfill, creek gravel, and concrete encasement required for restoration of the creek bed is included in this pay item.
- D. Rock excavation is included in this pay item and will not be paid for separately.

2.8 VALVES

- A. Payment for valves will be made at the Contract unit price each which shall include valves, thrust blocking, valve box, concrete pad, and all appurtenances necessary for a complete installation. Valves related to fire hydrants are not included in this pay item.

2.9 TAPPING VALVE AND SLEEVE

- A. Payment for tapping valve and sleeve connections from the new water line to the existing water system will be made at the Contract unit price each which includes excavation, backfill, valve, valve box, sleeve, gaskets and fittings required to complete the connections.

2.10 CONNECTION TO EXISTING PIPE

- A. Payment for connections of the new water line to the existing water system will be made at the Contract unit price each which includes the excavation, backfill, cutting the existing pipe, and fittings required to complete the connections. Valves and sleeves for wet taps are not included in this pay item and will be paid for separately.

2.11 RECONNECT EXISTING SERVICES

- A. Payment for reconnect of existing services will be made at the Contract unit price each. Payment includes new service saddle and corp. stop at main and reconnection at existing meters and incidental fittings need to connect at meters.

2.12 FLUSHING / FIRE HYDRANTS ASSEMBLY

- A. Payment for all hydrants will be made at the Contract unit price each which shall include fittings, pipe, hydrants, valve, thrust blocking, drainage pits and all appurtenances necessary for a complete installation.

2.13 AIR/VACUUM RELEASE VALVE/PRESSURE REDUCING VALVE VAULT/MASTER METER

- A. Payment for designated valves and master meter will be made at the Contract unit price each, complete in place, including all excavation, material, valve vault, saddles, fittings, backfilling, and labor necessary to complete the installation.

2.14 METER SETTINGS

- A. Payment for meter settings will be made at the Contract unit price each which includes installation of 5 feet of service pipe, excavation, backfilling, cleanup, installation of meter, meter setter, meter box, meter box lid, lock, corporation stop, service saddle and all appurtenances required for a complete installation. Service pipe beyond the 5 feet will be paid for separately under Item 210.

2.15 CUT AND CAP

- A. Payment for cut and cap will be made at the contract unit price lump sum, which shall include compensation for excavation (including rock excavation), cutting and removing existing piping together with concrete and all items necessary cap and block the main.

2.16 BITUMINOUS PAVEMENT REPLACEMENT

- A. Payment for bituminous pavement replacement will be paid for at the Contract unit price per square yard which shall include base, placement of bituminous material, compaction and all appurtenances necessary for a complete installation.

2.17 CONCRETE PAVEMENT REPLACEMENT

- A. Payment for concrete pavement replacement will be made at the Contract unit price per linear foot which shall include base, placing concrete, finishing and all appurtenances necessary for a complete installation.

2.18 GRAVEL ROAD

- A. Payment for gravel road restoration will be made at the concrete unit price per ton. Payment shall include providing, placing and compacting stone as detailed on the plans or detailed herein. Gravel backfill in trenches to within 12" of surface shall be included in pay.

2.19 LANDSCAPE & SEEDING

- A. Payment will be at the lump sum contract price for restoration of all grasses through seeding and straw placement or sodding (if noted on drawings).

2.20 TRAFFIC CONTROL

- A. Payment for traffic control will be made at the Contract lump sum price. Payment shall include all signs, traffic control devices and other materials, flaggers and other labor required and all items necessary to provide traffic control for the duration of the project in accordance with the specifications and the Kentucky Department of Highways encroachment permit.

2.21 BEST MANAGEMENT PRACTICES – EROSION CONTROL

- A. Payment for Best Management Practices will be made at the Contract Lump Sum Price and includes all materials, labor and equipment required to conform and comply with the best management practices to control soil erosion or specified herein.

2.22 DEMOBILIZATION

- A. Payment for the Contractor's demobilization upon completion of the Project will be made at the Contract lump sum price and shall include all costs incurred for removing equipment and materials from the Project area and any pertinent costs related thereto.

2.23 LINE MARKER

- A. Payment for line marker will be paid for at the Contract unit price lump sum, which shall include compensation for excavation (including rock excavation), cutting and removing existing piping together with concrete and all items necessary cap and block the main.

PART 3 - EXECUTION

3.1 PAY ITEMS

- A. The pay items listed hereinbefore refer to the items listed in the Bid Schedule and cover all of the pay items for this Contract.
- B. Any and all other items of Work listed in the Specifications or shown on the Drawings for this Contract shall be considered incidental to and included in those pay items.

3.2 ESTIMATED QUANTITIES OF WORK

- A. Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents, including the Bid Proposal, they are given for use in comparing bids and the right is specifically reserved, except as otherwise limited by the Contract Documents, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the Work contemplated by this Contract. Such increase or diminution shall be accompanied by an adjustment in the Contract Amount in accordance with the Contract Conditions, and shall not give cause for claims or liability for damages against the Owner or the Engineer, due to such increase or diminution.

**SECTION 02110
SITE CLEARING**

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Clear site within construction limits of plant life and grass.
- B. Remove root system of trees and shrubs.
- C. Remove surface debris.

1.2 REGULATORY REQUIREMENTS

- A. Conform to applicable local codes and ordinances for disposal of debris.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXISTING TREES AND OTHER VEGETATION

- A. The Contractor shall not cut or injure any trees or other vegetation outside right-of-way or easement lines and outside areas to be cleared, as indicated on the Drawings, without written permission from the Engineer. The Contractor shall be responsible for all damage done outside these lines.
- B. The Engineer shall designate which trees are to be removed within permanent and temporary easement lines or right-of-way lines.

3.2 CLEARING

- A. From areas to be cleared, the Contractor shall cut or otherwise remove all trees, brush, and other vegetable matter such as snags, bark and refuse. The ground shall be cleared to the width of the permanent easement or right-of-way unless otherwise directed by the Engineer.
- B. Except where clearing is done by uprooting with machinery, trees, stumps, and stubs to be cleared shall be cut as close to the ground surface as practicable, but no more than 6 inches above the ground surface for small trees and 12 inches for larger trees.
- C. Elm bark shall be either buried at least 1 foot deep or burned in suitable incinerators off site with satisfactory antipollution controls and fire prevention controls, to prevent the spread of Dutch Elm disease and as required by applicable laws.

3.3 GRUBBING

- A. From areas to be grubbed, the Contractor shall remove completely all stumps, remove to a depth of 12 inches all roots larger than 3-inch diameter, and remove to a depth of 6 inches all roots larger than 1/2-inch diameter. Such depths shall be measured from the existing ground surface or the proposed finished grade, whichever is lower.

3.4 STRIPPING OF TOPSOIL

- A. Prior to starting general excavation, strip topsoil to a depth of 6 inches or to depths required by the Engineer. Do not strip topsoil in a muddy condition and avoid mixture of subsoil. Stockpile the stripped topsoil within easement or right-of-way lines for use in finish grading and site

restoration. Topsoil stockpiled shall be free from trash, brush, stones over 2 inches in diameter and other extraneous material.

3.5 PROTECTION

- A. Protect plant growth and features remaining as final landscaping.
- B. Protect bench marks and existing work from damage or displacement.
- C. Maintain designated site access for vehicle and pedestrian traffic.

3.6 REMOVAL

- A. All material resulting from clearing and grubbing and not scheduled for reuse shall become the property of the Contractor and shall be suitably disposed of off-site, unless otherwise directed by the Engineer, in accordance with all applicable laws, ordinances, rules and regulations.
- B. Such disposal shall be performed as soon as possible after removal of the material and shall not be left until the final period of cleaning up.

END OF SECTION

**SECTION 02221
ROCK REMOVAL**

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The Contractor shall excavate rock, if encountered, as required to perform the required work, and shall dispose of the excavated material, and shall furnish acceptable material for backfill in place of the excavated rock.
- B. In general, rock in pipe trenches shall be excavated so as to be not less than 6 inches from the pipe after it has been laid.

NO BLASTING ALLOWED.

PART 2 - EXECUTION

2.1 ROCK REMOVAL – MECHANICAL METHOD

- A. Excavate and remove rock by the mechanical method. Drill holes and utilize mechanical impact to fracture rock.
- B. In utility trenches, excavate 6 inches below invert elevation of pipe and 24 inches wider than pipe diameter.
- C. Stockpile excavated materials and reuse select materials for site landscaping. Remove and dispose of excess materials offsite at approved location.
- D. Correct unauthorized rock removal in accordance with backfilling and compacting requirements.

2.2 PAYMENT

- A. Rock excavation shall be bid as unclassified and will not be paid for separately

END OF SECTION

**SECTION 02930
RESTORATION OF LAWNS AND GRASSES**

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The work covered by this section shall include the establishment or restoration of all ground cover including areas to be seeded and/or sodded. This work shall include the supply of all materials, labor, superintendence and maintenance as outlined in these specifications.

1.2 RELATED WORK

- A. Section 01565 - Erosion and Sediment Control.
B. Section 02222 - Excavation.

1.3 SCOPE OF THE WORK

- A. Restoration of Lawns and Grasses by seeding and/or sod placement shall be performed on all areas which are not occupied by structures, roads, curbs and gutters, sidewalks, and concrete slab walls, etc.

PART 2 - PART 2 - PRODUCTS

2.1 SEED

- A. The seed mixture furnished shall be in the following proportions:

Common Name	Proportion By Weight	Percent of Purity	Percent of Germination
Kentucky Bluegrass	40	90	85
Chewings Fescue	25	90	85
Italian Rye Grass	20	90	85
Red Top	10	90	85
White Clover	05	95	90

- B. All seed shall be fresh and clean and shall be delivered mixed, in unopened packages, bearing a guaranteed analysis of the seed and mixture.

2.2 SOD

- A. Sod shall be bluegrass or fine fescue sod strongly rooted and free of pernicious weeds. It shall be a uniform thickness of not more than 1-½ inches and shall have not less than ¾ inches of soil. All sod shall be grown on a commercial turf farm and no pasture sod shall be acceptable. The source of the sod must be approved by the Engineer before it is cut for delivery.
B. The sod shall be delivered and installed within 48 hours of being harvested by the producer.

2.3 FERTILIZER

- A. A complete commercial fertilizer with a 1:2:2 ratio of nitrogen, phosphorus, and potassium shall be furnished. It shall be free flowing and suitable for application with approved equipment. The material shall conform to State fertilizer laws. Bagged fertilizer shall be delivered in sealed standard containers and shall bear the name, trademark, and warranty of the producer.

2.4 LIME

- A. Lime shall be agricultural grade limestone crushed so that no less than 85% will pass a No. 10 sieve.

PART 3 - EXECUTION

3.1 SEQUENCE OF WORK

- A. All finish grading in a general area shall be complete before fertilizing and seeding or sodding begins.

3.2 SOIL PREPARATION AND SEEDING

- A. The work consists of furnishing all labor, equipment, and materials in all operations in connection with the fertilizing and seeding of all the finished graded areas not occupied by structures, roads, concrete slabs, sidewalks, walls, etc., and including grassed areas destroyed or damaged by the Contractor.
- B. The areas to be seeded shall be thoroughly tilled to a depth of at least 4 inches by discing, harrowing, or other approved methods until the condition of the soil is acceptable to the Engineer or, in the event of work on an existing utility easement, to the satisfaction of the easement holder. After harrowing or discing, the seed bed shall be dragged and/or hand raked to finish grade.
- C. The incorporation of the fertilizer and the agricultural lime may be a part of the tillage operation and shall be applied not less than 24 hours nor more than 48 hours before the seed is to be sown. Fertilizer shall be applied at a rate to provide not less than 2 ½ pounds of nitrogen, 5 pounds of phosphorus, and 5 pounds of potash per 1,000 square feet. Agricultural limestone shall be applied at a rate of not less than 100 pounds per 1,000 square feet.
- D. Seed shall be broadcast either by hand or approved sowing equipment at the rate of ninety pounds per acre (two pounds per 1,000 square feet), uniformly distributed over the area. Broadcasting seed during high winds will not be permitted. The seed shall be drilled or raked into a depth of approximately ½ inch and the seeded areas shall be lightly raked to cover the seed and rolled. Drill seeding shall be done with approved equipment with drills not more than 3 inches apart. All ridges shall be smoothed out, and all furrows and wheel tracks shall be removed.
- E. Seed may be sown during the following periods:
 - February 1 to April 15.
 - August 15 to October 15.
- F. Seed may not be sown at any other time except with the written approval of Owner.
- G. After the seed has been sown, the areas so seeded shall be mulched with clean straw at the rate of one bale per 2,000 square feet (approximately 1-inch loose depth). Mulch on slopes exceeding 20% shall be held in place with binder twine staked down at approximately 18-inch centers or by other equally acceptable means.
- H. Areas seeded shall be protected until a uniform stand develops, when it will be accepted and the Contractor relieved of further responsibility for maintenance. Displaced mulch shall be replaced or any damage to the seeded area shall be repaired promptly, both in a manner to cause minimum disturbance to the existing stand of grass. If necessary to obtain a uniform stand, the Contractor shall fertilize, seed, and mulch again as needed. Scattered bare spots up to one square yard in size will be allowed up to a maximum of ten percent (10%) of any area.

3.3 SOIL PREPARATION AND SOD PLACEMENT

- A. This work consists of furnishing all labor, equipment, and materials and all operations in connection with the placement of sod on all of the finished graded areas not occupied by structures, roads, concrete slabs, sidewalks, walls, etc., and including grassed areas destroyed or damaged by the Contractor.
- B. The areas where sod is to be placed shall be thoroughly tilled to a depth of at least 4 inches by discing, harrowing, or other approved methods until the condition of the soil is acceptable to the Engineer or, in the event of work on an existing utility easement, to the satisfaction of the easement holder. After harrowing or discing, the sod bed shall be dragged and/or hand raked to 1/2" below finish grade.
- C. The incorporation of the fertilizer and the agricultural lime may be a part of the tillage operation and shall be applied not less than 24 hours nor more than 48 hours before the sod is to be placed. Fertilizer shall be applied at a rate to provide not less than 2 1/2 pounds of nitrogen, 5 pounds of phosphorus, and 5 pounds of potash per 1,000 square feet. Agricultural limestone shall be applied at a rate of not less than 100 pounds per 1,000 square feet.
- D. Prior to the sod being placed, the area to be sodded shall be lightly watered to moisten the soil surface. The sod shall be carefully unrolled and trimmed to fit irregular areas, with the edges of the sod strips placed tightly together in such a manner as to conceal the joints between the strips. Following placement, the sod shall be lightly watered (approximately a 1/4" application) and rolled with a medium weight lawn roller to minimize any ridging at the seams.
- E. Sod may be placed whenever the sod is not dormant, and the ground is not frozen or muddy. Sod may not be placed at any other time.
- F. For a period of first two weeks following placement, the sod shall be maintained by thoroughly watering the entire area covered by the sod every second day, with a 1/2" minimum application by sprinklers or a misting hose. Lawn watering gauges shall be used to measure the application. Flooding or sheet watering will not be allowed. For the third through sixth weeks following placement, the sod shall be maintained by thoroughly watering the entire area covered by the sod twice weekly (three to four days apart), with a 1/2" minimum application by sprinklers or a misting hose. Lawn watering gauges shall be used to measure the application. Flooding or sheet watering will not be allowed.
- G. Actual rainfall event amounts received during the period of watering may be counted towards the required application totals when the amount of the rainfall exceeds 1/4" per event.
- H. In the third through sixth week following placement, the Contractor shall maintain the sodded areas by mowing to a height of not less than three inches, prior to water applications. Contractor shall not allow sod blade height to exceed five inches during this period.
- I. Following the six-week watering period, the area covered by the sod will be rolled one additional time with a medium weight lawn roller, and shall be inspected by the Owner for acceptance.

END OF SECTION



Kentucky Transportation Cabinet
 Department of Highways
 Permits Branch

TC 99-1 (B)
 1/2012
 Page 1 of 1

ENCROACHMENT PERMIT

KEPTS No.: A01-2012-13411

Permittee: Lyon County Water District

Latitude: 36.992138

Longitude: -87.938896

Completion Date: _____

Coordinates provided on the TC 99-1(B) are the approved location for this permit

Indemnities		
Type	Amount Required	Tracking Number
Performance Bond	4000.00	
Payment Bond		
Liability Insurance		

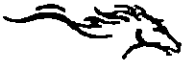
This permit has been:

APPROVED DENIED

Henry Luken

NAME	TITLE
Henry Luken	12/11/2012
SIGNATURE	DATE

The TC 99-1(B), including the application TC-99 1(A) and all related and accompanying documents and drawings make up the permit. It is not a permit unless both the TC 99-1(A) and TC 99-1(B) are both present



APPLICATION FOR ENCROACHMENT PERMIT

Applicant/Permittee		KEPTS No. 01-2012-13411	
Name Lyon County Water District		Permit Location	
Address 5464 US 62 West		Address KY Highway 1272 - Located at its intersection with KY 93	
City Kuttawa		City Eddyville	
State KY	Zip 42055	State KY	Zip 42038
Phone (270) 388-0271		County Lyon	
Cell Phone		Route No. KY 1272	
Work Phone		Mile Point 0.02	
Email Address lyoncountyw24787@bellsouth.net		GPS Coordinates	
<input type="checkbox"/> Fully Controlled Access		X 36°59'31.66"N	
<input type="checkbox"/> Partially Controlled Access		Y 87°56'20.46"W	
<input type="checkbox"/> Control of Access by Permit			

Type of Encroachment (KYTC)

Description of Work:

This project shall consist of the installation of approximately 200 linear feet of 8-inch PVC water line crossing KY 1272 and located along KY 903. The water line crossing of KY 1272 is to be installed by boring methods using approximately 160 linear feet of 16-inch steel encasement piping. The project is being constructed to provide the Lyon County Water District with an alternate and backup water source for their customers crossing I-24, and to provide an increased level of service and water quality for its customers. The Contractor for this project will be responsible for the establishment and maintenance of all traffic control facilities necessary for construction.

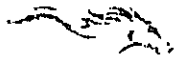
Steel encasement to be 42" below ditch line.



APPLICATION FOR ENCROACHMENT PERMIT

Applicant/Permittee agrees to the following terms and conditions:

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.
2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.
3. **INDEMNITY:**
 - A. **PERFORMANCE BOND:** The permittee shall provide to the Department a performance bond, when required, in the amount of \$_____ (an amount equal to the estimated project cost as prepared and submitted by the applicant and approved by the Department) as a guarantee of conformance with the Department's Encroachment Permit requirements.
 - B. **PAYMENT BOND:** At the discretion of the department, a payment bond will be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
 - C. **LIABILITY INSURANCE:** Liability insurance will be required of the permittee (in an amount approved by the department) to cover all liabilities associated with the encroachment.
 - D. It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.
4. A copy of this application and all related documents making up the approved permit will be given to the applicant and shall be made readily available for review at the work site at all times.
5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.
6. Permittee, its successors and assigns, shall comply with and agrees to be bound by the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.
7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.
8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, and/or add signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, relocations, additions, modifications, and/or other corrective measures must be completed will be specified in the notice.
9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns, and/or the Department in its reasonable discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.
10. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their written consent as hereinafter described. Each abutting owner shall express their consent, which shall be binding on their successors and assigns, by the submission of a notarized statement as follows, "I (we), _____, hereby consent to the granting of the permit requested by the applicant along Route _____, which permit does affect frontage rights along my (our) adjacent real property." By signature(s) _____ subscribed and sworn by _____ on this date _____. (This requirement does not apply to utility encroachments which serve the general public).
11. The permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or permit(s) previously granted to any other party, except as otherwise provided by law.



APPLICATION FOR ENCROACHMENT PERMIT

12. Permittee shall include documents on which describes the facilities to be constructed. Permittee, its successors and assigns, agrees as a condition of the granting of the permit to construct and maintain any and all permitted facilities or other encroachments in strict accordance with the submitted and approved permit documents and the policies and procedures of the Department. Permittee, its successors and assigns, shall not use facilities authorized herein in any manner contrary to that prescribed by the approved permit. Only normal usage as contemplated by the parties and by this application and routine maintenance are authorized by the permit.
13. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way restored, shall defend, protect, indemnify and save harmless the Department from any and all liability claims and demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the Department beyond that existing at common law or otherwise if this right to indemnity did not exist.
14. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may require additional action by the permittee, its successors and assigns, up to and including the removal of the encroachment and restoration of the right-of-way. In the event additional actions required by the Department under the permit are not undertaken as ordered and within a reasonable time, the Department may in its discretion cause those or other additional corrective actions to be undertaken and the Department may and shall recover the reasonable costs of those corrective actions from the permittee, its successors and assigns.
15. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements of federal law and regulation, including those imposed pursuant to Title VI of the Civil Right Act of 1964 (42 U.S.C. § 2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.
16. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.
17. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee's rights to the adjoining real property to have benefited from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefited from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefiting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)
18. If work authorized by the permit is within a highway construction project in the construction phase, it shall be the responsibility of the permittee to make personal contact with the Department's Engineer on the project in order to coordinate all permitted work with the Department's prime contractor on the project.
19. This permit is not intended to, nor shall it, affect, alter or alleviate any requirement imposed upon the permittee, its successors and assigns, by any other agency.
20. Permittee, its successors and assigns, agrees to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and at all times that its obligations under the permit remain in effect.

THE UNDERSIGNED APPLICANT(S)/PERMITEE(S) (being duly authorized representative(s)/owner(s)) DO AGREE TO ALL TERMS AND CONDITIONS SET FORTH HEREIN.

Signature (of Applicant/Permittee)	Date
<i>Jerry O. McKinney</i>	10-9-12

This is not a permit unless and until the permittee(s) receive an approved TC 99-1(B) from the KYTC. This application will become void if not approved by the cancellation date. The cancellation date will be one year from the date the permittee submits their application.



Kentucky Transportation Cabinet
Department of Highways
Permits Branch

TC 99-1 (B)
1/2012
Page 1 of 1

ENCROACHMENT PERMIT

KEPTS No.: A01-2013-00052

Permittee: Lyon County Water District

Latitude: 37.027156

Longitude: -88.024074

Completion Date:

Coordinates provided on the TC 99-1(B) are the approved location for this permit

Indemnities		
Type	Amount Required	Tracking Number
Performance Bond	60000.00	
Payment Bond		
Liability Insurance		

This permit has been:

APPROVED DENIED

Henry Luken

NAME	TITLE
Henry Luken	1/28/2013
SIGNATURE	DATE

The TC 99-1(B), including the application TC-99 1(A) and all related and accompanying documents and drawings make up the permit. It is not a permit unless both the TC 99-1(A) and TC 99-1(B) are both present



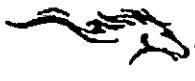
APPLICATION FOR ENCROACHMENT PERMIT

Applicant/Permittee		KEPTS No. 01-2013-00052	
Name Lyon County Water District		Permit Location	
Address 5464 US 62 West		Address KY Highway 93 - Beginning at Friendship Rd & Ending at Palisades Dr	
City Kuttawa		City Eddyville	
State KY	Zip 42055	State KY	Zip 42038
Phone (270) 388-0271		County Lyon	
Cell Phone		Route No. KY 93	
Work Phone		Mile Point 8.69 - 10.64	
Email Address lyoncountyw24787@bellsouth.net		GPS Coordinates	
Access Control		X 37°00'37.5"N	
<input type="checkbox"/> Fully Controlled Access		Y 88°00'53.3"W	
<input type="checkbox"/> Partially Controlled Access			
<input type="checkbox"/> Control of Access by Permit			

Type of Encroachment (KYTC)

Description of Work:

This project shall consist of the construction of approximately 11,600 linear feet of 8-inch PVC and ductile iron water line along KY 93, extending from Friendship Road north across Lake Barkley to Palisades Dr. Most construction adjacent to the roadway will be conducted by open cut methods, while road crossings will be installed by boring methods using steel encasement piping. The project is being constructed to provide the Lyon County Water District with an alternate and backup water source for their customers south of the Lake, and to improve the quality of water to District customers. The Contractor for this project will be responsible for the establishment and maintenance of all traffic control facilities necessary for construction.



APPLICATION FOR ENCROACHMENT PERMIT

Applicant/Permittee agrees to the following terms and conditions:

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.

2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPOES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.

3. INDEMNITY:

A. **PERFORMANCE BOND:** The permittee shall provide to the Department a performance bond, when required, in the amount of \$_____ (an amount equal to the estimated project cost as prepared and submitted by the applicant and approved by the Department) as a guarantee of conformance with the Department's Encroachment Permit requirements.

B. **PAYMENT BOND:** At the discretion of the Department, a payment bond will be required of the permittee to ensure payment of liquidated damages assessed to the permittee.

C. **LIABILITY INSURANCE:** Liability insurance will be required of the permittee (in an amount approved by the department) to cover all liabilities associated with the encroachment.

D. It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.

4. A copy of this application and all related documents making up the approved permit will be given to the applicant and shall be made readily available for review at the work site at all times.

5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.

6. Permittee, its successors and assigns, shall comply with and agree to be bound by the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.

7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.

8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, and/or add signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, relocations, additions, modifications, and/or other corrective measures must be completed will be specified in the notice.

9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns, and/or the Department in its reasonable discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.

10. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their written consent as herein after described. Each abutting owner shall express their consent, which shall be binding on their successors and assigns, by the submission of a notarized statement as follows, "I (we), _____, hereby consent to the granting of the permit requested by the applicant along Route _____, which permit does affect frontage rights along my (our) adjacent real property." By signature(s) _____ subscribed and sworn by _____ on this date _____. (This requirement does not apply to utility encroachments which serve the general public).

11. The permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or permit(s) previously granted to any other party, except as otherwise provided by law.



APPLICATION FOR ENCROACHMENT PERMIT

12. Permittee shall include documentation which describes the facilities to be constructed. Permittee, its successors and assigns, agrees as a condition of the granting of the permit to construct and maintain any and all permitted facilities or other encroachments in strict accordance with the submitted and approved permit documentation and the policies and procedures of the Department. Permittee, its successors and assigns, shall not use facilities authorized herein in any manner contrary to that prescribed by the approved permit. Only normal usage as contemplated by the parties and by this application and routine maintenance are authorized by the permit.
13. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way restored, shall defend, protect, indemnify and save harmless the Department from any and all liability claims and demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the Department beyond that existing at common law or otherwise if this right to indemnify did not exist.
14. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may require additional action by the permittee, its successors and assigns, up to and including the removal of the encroachment and restoration of the right-of-way. In the event additional actions required by the Department under the permit are not undertaken as ordered and within a reasonable time, the Department may in its discretion cause those or other additional corrective actions to be undertaken and the Department may and shall recover the reasonable costs of those corrective actions from the permittee, its successors and assigns.
15. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements of federal law and regulation, including those imposed pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.
16. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.
17. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee's rights to the adjoining real property to have benefited from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefited from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefiting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)
18. If work authorized by the permit is within a highway construction project in the construction phase, it shall be the responsibility of the permittee to make personal contact with the Department's Engineer on the project in order to coordinate all permitted work with the Department's prime contractor on the project.
19. This permit is not intended to, nor shall it, affect, alter or alleviate any requirement imposed upon the permittee, its successors and assigns, by any other agency.
20. Permittee, its successors and assigns, agrees to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and at all times that its obligations under the permit remain in effect.

THE UNDERSIGNED APPLICANT(S)/PERMITTEE(S) (being duly authorized representative(s)/owner(s)) DO AGREE TO ALL TERMS AND CONDITIONS SET FORTH HEREIN.

Signature (of Applicant/Permittee)	Date
<i>Darryl O. McKinney, LCPD Chairman</i>	12-11-12

This is not a permit unless and until the permittee(s) receive an approved TC 99-1(B) from the KYTC. This application will become void if not approved by the cancellation date. The cancellation date will be one year from the date the permittee submits their application.



Kentucky Transportation Cabinet
Department of Highways
Permits Branch

TC 99-1 (B)
1/2012
Page 1 of 1

ENCROACHMENT PERMIT

KEPTS No.: A01-2012-13405

Permittee: Lyon County Water District

Latitude: 36.986387

Longitude: -87.937014

Completion Date: _____

Coordinates provided on the TC 99-1(B) are the approved location for this permit

Indemnities		
Type	Amount Required	Tracking Number
Performance Bond	5600.00	
Payment Bond		
Liability Insurance		

This permit has been:

APPROVED DENIED

Henry Luken

NAME	TITLE
Henry Luken	12/11/2012
SIGNATURE	DATE

The TC 99-1(B), including the application TC-99 1(A) and all related and accompanying documents and drawings make up the permit. It is not a permit unless both the TC 99-1(A) and TC 99-1(B) are both present

APPLICATION FOR ENCROACHMENT PERMIT

Applicant/Permittee		KEPTS No. <u>01-2012-13405</u>	
Name Lyon County Water District		Permit Location	
Address 5464 US 62 West		Address KY Highway 903 - Beginning at KY 93 & Ending just north of interstate 24	
City Kuttawa		City Eddyville	
State KY	Zip 42055	State KY	Zip 42038
Phone (270) 388-0271		County Lyon	
Cell Phone		Route No. KY 903	
Work Phone		Mile Point 0.0 - 0.53	
Email Address <u>lyoncountyw24787@bellsouth.net</u>		GPS Coordinates	
Access Control		X 36°59'27.1"N	
<input type="checkbox"/> Fully Controlled Access		Y 87°56'20.5"W	
<input type="checkbox"/> Partially Controlled Access			
<input type="checkbox"/> Control of Access by Permit			

Type of Encroachment (KYTC)

Description of Work:

This project shall consist of the construction of approximately 2,800 linear feet of 8-inch PVC water line along KY 903, extending from its intersection with KY 93 north across Interstate 24 to a point just passed KY Highway ~~1372~~ ⁷²⁷². Construction adjacent to the roadway will be conducted by open cut methods, while road crossing will be installed by boring methods using steel encasement piping. The project is being constructed to provide the Lyon County Water District with an alternate and backup water source for their customers crossing I-24. Currently, only 1 water source exists for this portion of the District's system. The Contractor for this project will be responsible for the establishment and maintenance of all traffic control facilities necessary for construction.

Steel encasement pipe to be ~~42"~~ below ditch line.



APPLICATION FOR ENCROACHMENT PERMIT

Applicant/Permittee agrees to the following terms and conditions:

- 1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.
- 2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.

3. INDEMNITY:

- A. **PERFORMANCE BOND:** The permittee shall provide to the Department a performance bond, when required, in the amount of \$_____ (an amount equal to the estimated project cost as prepared and submitted by the applicant and approved by the Department) as a guarantee of conformance with the Department's Encroachment Permit requirements.
 - B. **PAYMENT BOND:** At the discretion of the department, a payment bond will be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
 - C. **LIABILITY INSURANCE:** Liability insurance will be required of the permittee (in an amount approved by the department) to cover all liabilities associated with the encroachment.
 - D. It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.
- 4. A copy of this application and all related documents making up the approved permit will be given to the applicant and shall be made readily available for review at the work site at all times.
 - 5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.
 - 6. Permittee, its successors and assigns, shall comply with and agrees to be bound by the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.
 - 7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.
 - 8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, and/or add signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, relocations, additions, modifications, and/or other corrective measures must be completed will be specified in the notice.
 - 9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns, and/or the Department in its reasonable discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.
 - 10. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their written consent as herein described. Each abutting owner shall express their consent, which shall be binding on their successors and assigns, by the submission of a notarized statement as follows, "I (we), _____, hereby consent to the granting of the permit requested by the applicant along Route _____, which permit does affect frontage rights along my (our) adjacent real property." By signature(s) _____ subscribed and sworn by _____ on this date _____. (This requirement does not apply to utility encroachments which serve the general public).
 - 11. The permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or permit(s) previously granted to any other party, except as otherwise provided by law.



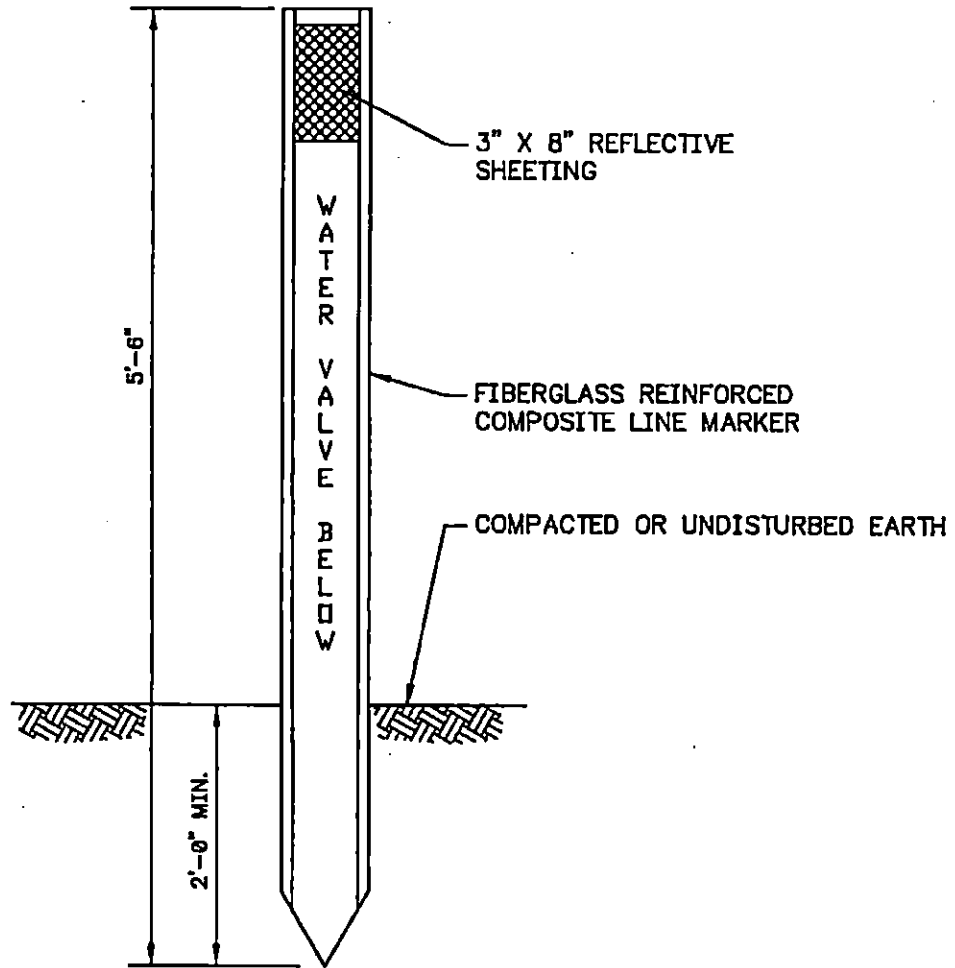
APPLICATION FOR ENCROACHMENT PERMIT

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13. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way restored, shall defend, protect, indemnify and save harmless the Department from any and all liability claims and demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the Department beyond that existing at common law or otherwise if this right to indemnity did not exist.
14. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may require additional action by the permittee, its successors and assigns, up to and including the removal of the encroachment and restoration of the right-of-way. In the event additional actions required by the Department under the permit are not undertaken as ordered and within a reasonable time, the Department may in its discretion cause those or other additional corrective actions to be undertaken and the Department may and shall recover the reasonable costs of those corrective actions from the permittee, its successors and assigns.
15. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements of federal law and regulation, including those imposed pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.
16. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.
17. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee's rights to the adjoining real property to have benefited from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefited from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefiting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)
18. If work authorized by the permit is within a highway construction project in the construction phase, it shall be the responsibility of the permittee to make personal contact with the Department's Engineer on the project in order to coordinate all permitted work with the Department's prime contractor on the project.
19. This permit is not intended to, nor shall it, affect, alter or alleviate any requirement imposed upon the permittee, its successors and assigns, by any other agency.
20. Permittee, its successors and assigns, agrees to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and at all times that its obligations under the permit remain in effect.

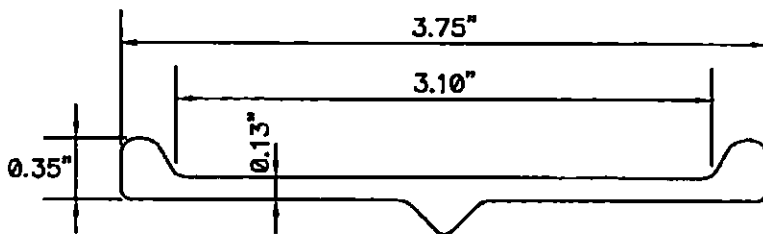
THE UNDERSIGNED APPLICANT(S)/PERMITTEE(S) (being duly authorized representative(s)/owner(s)) DO AGREE TO ALL TERMS AND CONDITIONS SET FORTH HEREIN.

Signature (of Applicant/Permittee) <i>James O. McHenry</i>	Date 10-9-12
---	-----------------

This is not a permit unless and until the permittee(s) receive an approved TC 99-1(B) from the KYTC. This application will become void if not approved by the cancellation date. The cancellation date will be one year from the date the permittee submits their application.



ELEVATION



SECTION

FIBERGLASS LINE MARKER

N.T.S.

Locations to be field coordinated.

C0072

ADDENDUM NO. 2

TO

CONTRACT DOCUMENTS, SPECIFICATIONS AND DRAWINGS

FOR

**WATER QUALITY & SYSTEM IMPROVEMENTS
CONTRACTS III
LYON COUNTY WATER DISTRICT**

DATE OF ISSUE: JUNE 12, 2015

TO: PROSPECTIVE BIDDERS AND OTHER INTERESTED PARTIES

All Bidders on the above titled Project are hereby advised of the following modifications to the Specifications and Drawings on the Project. These modifications will be a part of the resulting Contract.

SPECIFICATIONS

Item No. AD1-2: Water Storage Tank Painting (Section 09875)

Delete item D. in its entirety and replace with the following:

D. Exterior Coating –

1. Spot Prime Coat (SP3 prepared areas): Immediately after surface preparation, apply one coat of Sherwin-Williams Pro-Cryl Universal Primer or Tnemec Series 27WB overlapping onto existing coating approximately two inches (2”) in all directions. This coating shall be applied at a dry film thickness of 2.5 to 4.0 mils..
2. Intermediate Coat: Apply one complete coat of Sherwin Williams Sher-Cryl High Performance Acrylic or Tnemec Series 1028/1029 at a dry film thickness of 2.5 to 4.0 mils.
3. Finish Coat: Apply one complete coat of Sherwin Williams Sher-Cryl High Performance Acrylic or Tnemec Series 1028/1029 at a dry film thickness of 2.5 to 4.0 mils.
4. Letting: Lettering and/or logos shall be locating in accordance with the drawings and shall be applied using Sherwin Williams Sher-Cryl High Performance Acrylic or Tnemec Series 1028/1029 at a dry film thickness of 2.5 to 4.0 mils.
5. The exterior new coating system applied shall have a minimum dry film thickness of 7.5 dry mils.

Item No. AD2-2 Water Storage Tank Painting (Section 09875)

E. Interior Coating –

1. Add Sherwin-Williams Galvapak
2. Add Sherwin-Williams 646PW or 5500
3. Add Sherwin-Williams SherPlate PW

Item No. AD2-3 Water Storage Tank Painting (Section 09875)

B. Exterior Coating Approach – Thomasson Tank Item 1.

Delete Item 1. and replace with:

Item 1. Primary Surface Preparation: Low Pressure Water Clean in accordance with SSPC- WJ4. Remaining coatings shall have an adhesion of 2A or 2B or better when tested in accordance with ASTM D 3359.

Item No. AD2-4 Water Storage Tank Painting (Section 09875)

B. Exterior Coating Approach – Thomasson Tank Item 2.

Delete reference to Part 1 and replace with Part 2.

Item No. AD2-4 Water Storage Tank Painting (Section 09875)

C. Interior Wet Surface Preparation/Coating Approach System Item 1.

Delete reference to SSPC – SP 6 and replace with SSPC – SP10

Questions:

Kentucky Glass Lined Tanks 859-253-3544 be contacted regarding the cathodic protection system shown for Lamsco Tank.

All items in conflict with the Addendum are hereby deleted.

This Addendum is made part of the Contract Documents and shall be noted on the bid proposal.

**HDR Engineering, Inc.
Mark Stephens, P.E.**

END ADDENDUM

TECHNICAL SPECIFICATIONS

SECTION 01000 GENERAL REQUIREMENTS

PART 1 – GENERAL

1.1 SCOPE

- A. This section of the Specifications summarizes in general terms the scope of the Project.
- B. Except as otherwise specifically stated in the Contract Documents, provide and pay for all materials, labor, tools, equipment, lights, heat, transportation, superintendence, temporary facilities, construction of every nature, taxes legally collectable because of the Work complete in every respect within the specified Contract Time.
- C. All contractors, subcontractors, suppliers, and other employers involved with work at the Project Site shall be responsible for compliance with all federal, state, local and Project Owner's regulations, standards and codes in effect during the Contract Time.

1.2 PROJECT

- A. The proposed project will consist of waterline construction or replacement in four areas of the Lyons County Water District service area. The total project includes approximately 59, 275 LF of 4" – 8" PVC/DI waterlines, 110 valves, 52 fire hydrants together with related work and appurtenances.

1.3 RECORD DRAWINGS

- A. At the completion of the Contract Time, the Contractor shall deliver to the Owner, thru the Engineer, the complete intact copy of Record Drawings. Note that it shall be the responsibility of the Contractor to keep an accurate set of As-Built Drawings on the job site at all times. Submission of suitable As-Built Drawings will be required prior to issuance of final payment. In addition, verification by the Engineer that record drawings are periodically maintained will be required prior to each partial payment by the Owner.

1.4 SUBSTITUTIONS

- A. "Approved equal", "equal", and "equal with prior approval" phrases shall be defined as material and / or equipment of similar construction and equal quality only as approved by the Engineer. Requests for approval shall be submitted to the Engineer no less than three (3) working days prior to the opening of bids. No substitutions or equivalents will be considered during the Contract Time, except for minor substitutions due to unavailability of specified items.

- A. All known pipelines and other existing underground installations and structures in the vicinity of the work to be performed under this Contract are shown on the Drawings according to the best information available to the Owner and Engineer. The Contractor shall field verify the horizontal and vertical location of all utility lines within the path of the proposed water main prior to construction of the main.
- B. The Owner makes no express or implied guarantee for the accuracy of the information shown. The Contractor shall make every effort to locate all underground pipelines including utility service lines, conduits, and other structures by contacting owners of underground utilities, prospecting, or otherwise, in advance of all earthwork operations.
- C. Any delay or inconvenience to the Contractor caused by pipelines or other underground structures or obstructions not shown on the drawings, or found in a location different than those indicated, shall be handled in accordance with the General Conditions.
- D. All incidental damage to existing utilities which are shown on the drawings, or which are made known to the Contractor prior to excavation, shall be repaired by the owning utility or the Contractor as directed, at the expense of the Contractor.
- E. When an accidentally damaged utility is considered, in the opinion of the owning utility, of an importance to require twenty-four (24) hours per day work, the Contractor shall at all times provide necessary labor and equipment as required to perform the repair or provide aid to the utility in the repair.
- F. All obstructions on which work is to be performed by the owning utility or by others shall be carefully exposed by the Contractor without damage and protected. Withhold construction operations as required to allow owning utility to perform necessary work to temporarily or permanently relocate their facility. Provide owning utility working space and access to the job.
- G. Obstructions which are replaced within the limits of the Contractor's normal excavation shall be backfilled by the Contractor along with the normal backfilling. Damage to the facility during backfilling shall be the responsibility of the Contractor.

1.6 COMMUNICATIONS

All notices, demands, requests, instructions, reports, approvals, proposals, Change Orders, Field Orders, and claims shall be in writing.

1.7 LAYOUT OF WORK

- A. The Contractor shall immediately upon entering the Project Site for the purpose of beginning the work, locate all general reference points and take such action as necessary to prevent their destruction; layout his own and be responsible for, all lines, elevations, and measurements of all work to be executed under the Contract.

The Contractor shall exercise proper precautions to verify fixtures shown on the Drawings before laying out the work, and will be held responsible for any error resulting from his failure to exercise such precautions.

- B. The Contractor shall be responsible for the general overall coordination of the work. Each Sub-Contractor shall carefully check the Drawings, Specifications, and the Project Site in order to advise and coordinate their phase of the Work. Each Sub-Contractor shall leave the required space and clearances for the work of others, field check all dimensions and file a written report to the

Engineer where discrepancies occur between the work to be performed and the Drawings, Specifications, or Project Site conditions. If no report is filed prior to approvals of Shop Drawings and Samples, it will be assumed that no conflict occurs. Resolutions of conflicts after Shop Drawings and Sample approvals shall be resolved by the Engineer and the conflict corrected in the field at no increase in the Contract Sum.

1.8 TEMPORARY FACILITIES

- A. The Contractor shall provide, install and maintain adequate temporary sanitation facilities at the Site. These temporary facilities shall be approved by the health regulatory agency having jurisdiction at the site and by the Engineer.
- B. Upon completion of the work, all temporary contractor equipment and structures shall be removed from the site. At no time shall the sight distance from the stop bar at any intersection be inhibited by the Contractor's equipment or pipe work materials.

1.9 PRODUCT HANDLING

- A. Materials delivered to and stored on the site must be handled in a careful manner as to prevent any damage to the materials, all materials and equipment damaged during manufacturing, shipment, delivery, storage, or construction shall be replaced with material or equipment of exactly the same kind by the Contractor.

1.10 TRAFFIC CONTROL

- A. Follow all guidelines as specified in the Kentucky Department of Highways Manual on Uniform Traffic Control Devices. In addition, the following provisions must be met prior to commencing work:
 - 1. Install 48" x 48" permanent "Utility Construction Ahead" signs with two (2) 4"x 4" posts, seven (7) feet high to the lowest portion of the sign, and seven (7) feet from the edge of pavement unless otherwise approved by the Engineer.
 - 2. Use traffic control drums at night in lieu of traffic control cones.
 - 3. Work will not be permitted until proper signals and traffic control measures are implemented.
 - 4. Comply with Federal, State and County Encroachment Permits Traffic Control requirements.

1.11 REFERENCED STANDARDS

- A. Referenced standards and specifications contained in the Technical Specifications are as follows:
 - 1. ACI – American Concrete Institute
 - 2. AISC – American Institute of Steel Construction, Inc.
 - 3. ANSI – American National Standards Institute
 - 4. ASA – American Standards Association (also designed by USASI)
 - 5. ASTM – American Society for Testing Materials, Inc.
 - 6. AWS – American Welding Society
 - 7. AWWA – American Water Works Association

8. PCA - Portland Cement Association
9. UL – Underwriter’s Laboratories, Inc.
10. USASI – United States of American Standards Institute (also designated as ASA)
11. Kentucky Department of Highways, Standard Specifications for Road and Bridge Construction, 2008 Edition.
12. ASME – American Society of Mechanical Engineers
13. ASI – American Steel Institute
14. NBFU - National Board Fire Underwriters

**SECTION 01025
MEASUREMENT AND PAYMENT**

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The Contractor shall furnish all necessary labor, machinery, tools, apparatus, equipment, materials, services and other necessary supplies and perform all work shown on the Drawings and/or described in the Specifications and Contract Documents at the unit or lump sum prices for the items enumerated in Part 2 of this Section.

1.2 COMPUTATION OF QUANTITIES

- A. For estimating quantities in which the computation of areas by geometric methods would be comparatively laborious, it is agreed that the plan meter shall be considered an instrument of precision adapted to the measurement of such areas.
- B. It is further agreed that the computation of the volume of prisms shall be by the method of average end area.

PART 2 - PRODUCTS

2.1 MOBILIZATION

- A. Payment for the Contractor's mobilization will be made at the Contract lump sum price and shall include all costs incurred for moving equipment onto the Project area and any pertinent costs related thereto.

2.2 BONDS AND INSURANCE

- A. Payment for bonds and insurance will be made at the Contract lump sum price, and shall include the costs of the Performance and Payment Bonds provided under the Contract, and the premiums for insurance required under the Contract.

2.3 GENERAL REQUIREMENTS

- A. Payment for general requirements will be made at the Contract lump sum price distributed over the initial term of the Contract and shall include field supervision and support staff, office supervision and support staff, costs associated with maintaining the field operation, and other items required by the general requirements and conditions of the Contract.

2.4 WATER LINE

- A. Payment for water line will be made at the Contract unit price per linear foot in place, which shall include compensation for furnishing pipe, trenching, bedding, laying, jointing, shoring, sheeting and bracing, initial backfill, and all other appurtenances required but not specifically delineated herein. Ductile iron fittings (including thrust blocking) are included in this pay item.
- B. The quantity of piping to be paid for shall be the length of pipe measured along the centerline of the completed pipe line without deducting the length of fittings.

- C. Payment for final backfill shall be included in this pay item except for asphalt material and concrete required in restoration of paved areas as defined in Sections 02510 and 02520. Bituminous binder and concrete shall be included in the pay item "Bituminous Pavement Replacement", or "Concrete Pavement Replacement". Class II material (DGA and/or crushed stone paving) required in the restoration of gravel roadways and drives shall be included in this pay item.
- D. All excavation is unclassified and is included in this pay item and will not be paid for separately.
- E. Testing of the completed water line and any electric, gas or other utility relocation, if necessary, is included in this pay item. However, no payment for the labor portion of this unit item shall be made until the line has been tested and accepted by the Engineer.
- F. Payment for seeding and final clean-up (including furnishing and placing topsoil, finish grading, seeding, [mulching and erosion control,] removal of construction materials and debris, cleaning, and site restoration) is included in this pay item. However, the Owner will not pay eight percent (8%) per foot of the line unit cost until final clean-up and seeding has been performed to the satisfaction of the Owner. The eight percent (8%) per foot of the line unit cost shall be shown as a subsidiary line item on the payment request, which shall also be subject to retainage.
- G. Fence repair/replacement incidental to water line construction is included in this pay item and will not be paid for separately.

2.5 VALVES

- A. Payment for valves will be made at the Contract unit price each which shall include valves, thrust blocking, valve box, concrete pad, and all appurtenances necessary for a complete installation. Valves related to fire hydrants are not included in this pay item.

2.6 TAPPING VALVE AND SLEEVE

- A. Payment for tapping valve and sleeve connections from the new water line to the existing water system will be made at the Contract unit price each which includes excavation, backfill, valve, valve box, sleeve, gaskets and fittings required to complete the connections.

2.7 FLUSHING/FIRE HYDRANT ASSEMBLY

- A. Payment for all hydrants will be made at the Contract unit price each which shall include fittings, pipe, hydrants, valve, thrust blocking, drainage pits and all appurtenances necessary for a complete installation.

2.8 AIR/VACUUM RELEASE VALVE

- A. Payment for an air/vacuum release valve will be made at the Contract unit price each, complete in place, including all excavation, material, valve box, saddles, fittings, backfilling, and labor necessary to complete the installation.

2.9 METER SETTINGS

- A. Payment for meter settings will be made at the Contract unit price each which includes installation of 5 feet of service pipe, excavation, backfilling, cleanup, installation of meter, meter setter, meter box, meter box lid, lock, corporation stop, service saddle and all appurtenances required for a complete installation. Service pipe beyond the 5 feet will be paid for separately under item 210 .

2.10 COPPER SERVICE PIPE

- A. Payment for service pipe and fittings will be made per linear foot in place, with attendant work completed. Excavation is unclassified and included in this pay item.

- B. All meter settings across the road from the water line shall be pushed under the road. The work of pushing is included in this pay item and will not be paid for separately.

2.11 ENCASEMENT PIPE, OPEN CUT

- A. Payment for encasement pipe crossing under roads, driveways, etc. as shown on the Drawings shall include the respective encasement pipe open cut across the creek and will be paid for at the Contract unit price per linear foot of encasement pipe for the size and type. This work shall include the encasement pipe, complete in place with fittings, blocking, spacers, and all items necessary for its construction and installation. Carrier pipe is paid separately under Item 2.4

2.12 ENCASEMENT PIPE, BORE AND JACK

- A. Payment for encasement pipe crossing under roads, driveways, etc. as shown on the Drawings shall include the respective encasement pipe bored under the roadway and will be paid for at the Contract unit price per linear foot of encasement pipe for the size and type. This work shall include the encasement pipe, complete in place with fittings, blocking, spacers, and all items necessary for its construction and installation. Carrier pipe is paid separately under Item 2.4

2.13 CREEK CROSSING

- A. Payment for creek crossing will be made at the Contract unit price per linear foot in place, which shall include excavation, encasement pipe, laying, jointing, temporary trench shoring, backfilling, and all other appurtenances required as shown on the Drawings.
- B. The quantity of piping shall be the length of pipe measured along the centerline of the completed encasement pipe.
- C. Payment for final backfill, creek gravel, and concrete encasement required for restoration of the creek bed is included in this pay item.
- D. Rock excavation is included in this pay item and will not be paid for separately.

2.14 VALVE VAULT

- A. Payment for valve vault will be made at the Contract lump sum price, complete in place, and shall include full compensation for all work performed and all materials and equipment supplied in connection therewith, including the valve vault, controls, power supply, discharge and inlet piping, valves, access covers, excavation (including rock excavation), backfill, grading, access drive, security fence, and seeding/restoration together with all other appurtenances either shown on the Drawings or necessary to complete the work.

2.15 CONCRETE ENCASEMENT

- A. Payment for concrete encasement will be made at the Contract unit price per linear foot in place, which shall include compensation for excavation (including rock excavation), concrete and all items necessary to completely encase the pipe in concrete the full trench width to 6-inches above the pipe.

2.16 CUT AND CAP

- A. Payment for cut and cap will be made at the contract unit price lump sum, which shall include compensation for excavation (including rock excavation), cutting and removing existing piping together with concrete and all items necessary cap and block the main.

2.17 LINE MARKER

- A. Payment for line marker will be paid for at the Contract unit price each, complete in place, including all labor and materials to install the line marker as shown on the Drawings and specified herein.

2.18 BITUMINOUS PAVEMENT REPLACEMENT

- A. Payment for bituminous pavement replacement will be paid for at the Contract unit price per square yard which shall include base, placement of bituminous material, compaction and all appurtenances necessary for a complete installation.

2.19 CONCRETE PAVEMENT REPLACEMENT

- A. Payment for concrete pavement replacement will be made at the Contract unit price per linear foot which shall include base, placing concrete, finishing and all appurtenances necessary for a complete installation.

2.20 CONNECTION TO EXISTING PIPE

- A. Payment for connections of the new water line to the existing water system will be made at the Contract unit price each which includes the excavation, backfill, cutting the existing pipe, and fittings required to complete the connections. **Valves and sleeves for wet taps are not included in this pay item and will be paid for separately under item 2.6.**

2.21 GRAVEL ROAD

- A. Payment for gravel road restoration will be made at the concrete unit price per ton. Payment shall include providing, placing, and compacting stone as detailed on the plans or detailed herein. Gravel backfill in trenches to within 12" of surface shall be included in pay.

2.22 SEEDING AND RESTORATION

- A. Payment will be at the lump sum contract price for restoration of all grasses through seeding and straw placement or sodding (if noted on drawings).

2.23 TRAFFIC CONTROL

- A. Payment for traffic control will be made at the Contract lump sum price. Payment shall include all signs, traffic control devices and other materials, flaggers and other labor required, and all items necessary to provide traffic control for the duration of the project, in accordance with the specifications and the Kentucky Department of Highways encroachment permit.

2.24 DEMOBILIZATION

- A. Payment for the Contractor's demobilization upon completion of the Project will be made at the Contract lump sum price and shall include all costs incurred for removing equipment and materials from the Project area and any pertinent costs related thereto.

2.25 BEST MANAGEMENT PRACTICES – EROSION CONSTROL

- A. Payment for Best Management Practices will be made at the Contract Lump Sum Price and includes all materials, labor, and equipment required to conform and comply with the best management practices to control soil erosion or specified herein.

PART 3 - EXECUTION

3.1 PAY ITEMS

- A. The pay items listed hereinbefore refer to the items listed in the Bid Schedule and cover all of the pay items for this Contract.
- B. Any and all other items of Work listed in the Specifications or shown on the Drawings for this Contract shall be considered incidental to and included in those pay items.

**SECTION 01045
CUTTING AND PATCHING**

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide cutting and patching work to properly complete the work of the project, complying with requirements for connection to existing lines and structures.
- B. Do not cut and patch in a manner that would result in a failure of the work to perform as intended, decreased energy efficiency, increased maintenance, reduced operational life, or decreased safety.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Match existing materials with new materials conforming to project requirements when performing cutting and patching work.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Inspect conditions prior to work to identify scope and type of work required. Protect adjacent work. Notify Owner of work requiring interruption to building services or Owner's operations.
- B. Perform work with workmen skilled in the trades involved. Prepare sample area of each type of work for approval.
- C. Cutting: Use cutting tools, not chopping tools. Make neat holes. Minimize damage to adjacent work. Check for concealed utilities and structure before cutting.
- D. Patching: Make patches, seams, and joints durable and inconspicuous. Comply with tolerances for new work.
- E. Clean work area and areas affected by cutting and patching operations.

SECTION 01300 SUBMITTALS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Shop drawings, descriptive literature, project data and samples (when samples are specifically requested) for all manufactured or fabricated items shall be submitted by the Contractor to the Engineer for examination and review in the form and in the manner required by the Engineer. All submittals shall be furnished in at least three (3) copies to be retained by the Engineer and shall be checked and reviewed by the Contractor before submission to the Engineer. The review of the submittal by the Engineer shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. Review of such submittal will not relieve the Contractor of the responsibility for any errors which may exist as the Contractor shall be responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work.

1.2 RELATED REQUIREMENTS

- A. Section 16 - General Conditions.
- B. Section 01720 - Project Record Documents.

1.3 DEFINITIONS

- A. The term "submittals" shall mean shop drawings, manufacturer's drawings, catalog sheets, brochures, descriptive literature, diagrams, schedules, calculations, material lists, performance charts, test reports, office and field samples, and items of similar nature which are normally submitted for the Engineer's review for conformance with the design concept and compliance with the Contract Documents.

1.4 CONTRACTOR'S ULTIMATE RESPONSIBILITY

- A. Review by the Engineer of shop drawings or submittals of material and equipment shall not relieve the Contractor from the responsibilities of furnishing same of proper dimension, size, quantity, materials and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. Review shall not relieve the Contractor from responsibility for errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Review of shop drawings shall not be construed as releasing the Contractor from the responsibility of complying with the Specifications.

1.5 GENERAL REQUIREMENTS FOR SUBMITTALS

- A. Shop drawings shall be prepared by a qualified detailer. Details shall be identified by reference to sheet and detail numbers shown on Contract Documents. Where applicable, show fabrication, layout, setting and erection details. Shop drawings are defined as original drawings prepared by the Contractor, subcontractors, suppliers, or distributors performing work under this Contract. Shop drawings illustrate some portion of the work and show fabrication, layout, setting or erection details of equipment, materials and components. The Contractor shall, except as otherwise noted, have prepared the number of reviewed copies required for his distribution plus three (3) which will be retained by the Engineer and Owner. Shop drawings shall be folded to an approximate size of 8-1/2 inch x 11 inch and in such manner that the title block will be located in the lower right-hand corner of the exposed surface.

- B. Project data shall include manufacturer's standard schematic drawings modified to delete information which is not applicable to the Project, and shall be supplemented to provide additional information applicable to the Project. Each copy of descriptive literature shall be clearly marked to identify pertinent information as it applies to the Project.
- C. Where samples are required, they shall be adequate to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged. Provide sufficient size and quantity to clearly illustrate functional characteristics of product and material, with integrally related parts and attachment devices, along with a full range of color samples.
- D. All submittals shall be referenced to the applicable item, section and division of the Specifications, and to the applicable Drawing(s) or Drawing schedule(s) and shall be accompanied by transmittal forms in the format provided by the Engineer.
- E. The Contractor shall review and check submittals, and indicate his review by initials and date.
- F. If the submittals deviate from the Contract Drawings and/or Specifications, the Contractor shall advise the Engineer, in letter of transmittal of the deviation and the reasons therefor. All changes shall be clearly marked on the submittal with a bold mark other than red. Any additional costs for modifications shall be borne by the Contractor.
- G. In the event the Engineer does not specifically reject the use of material or equipment at variance to that which is shown on the Drawings or specified, the Contractor shall, at no additional expense to the Owner, and using methods reviewed by the Engineer, make any changes to structures, piping, controls, electrical work, mechanical work, etc., that may be necessary to accommodate this equipment or material. Should equipment other than that on which design drawings are based be accepted by the Engineer, shop drawings shall be submitted detailing all modification work and equipment changes made necessary by the substituted item.
- H. Additional information on particular items, such as special drawings, schedules, calculations, performance curves, and material details, shall be provided when specifically requested in the technical Specifications.
- I. Submittals for all electrically operated items (including instrumentation and controls) shall include complete wiring diagrams showing lead, runs, number of wires, wire size, color coding, all terminations and connections, and coordination with related equipment.
- J. Equipment shop drawings shall indicate all factory or shop paint coatings applied by suppliers, manufacturers and fabricators; the Contractor shall be responsible for insuring the compatibility of such coatings with the field-applied paint products and systems.
- K. Fastener specifications of manufacturer shall be indicated on equipment shop drawings.
- L. Where manufacturer's brand names are given in the Specifications for building and construction materials and products, such as grout, bonding compounds, curing compounds, masonry cleaners, waterproofing solutions and similar products, the Contractor shall submit names and descriptive literature of such materials and products he proposes to use in this Contract.
- M. No material shall be fabricated or shipped unless the applicable drawings or submittals have been reviewed by the Engineer and returned to the Contractor.
- N. All bulletins, brochures, instructions, parts lists, and warranties packaged with and accompanying materials and products delivered to and installed in the Project shall be saved and transmitted to the Owner through the Engineer.

1.6 CONTRACTOR RESPONSIBILITIES

- A. Verify field measurements, field construction criteria, catalog numbers and similar data.
- B. Coordinate each submittal with requirements of Work and Contract Documents.
- C. Notify Engineer, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.

- D. Begin no work, and have no material or products fabricated or shipped which required submittals until return of submittals with Engineer's stamp and initials or signature indicating review.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

SECTION 01380
CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Provide monthly photographs of the construction throughout the progress of the Work.

1.2 RELATED WORK

- A. Section 16 - General Conditions.

1.3 CONSTRUCTION PHOTOGRAPHY

- A. The term "photograph" as used herein refers to a photographic view, including similar exposures taken to assure the usefulness of the photographic record. All necessary photographs shall be taken to assure the usefulness of the photographic record. All photographs shall be taken in color, not black and white. Minimum film size shall be 35 mm print film, film speed and illumination as necessary to provide clear, crisp images. Digital photography may be substituted for film photography as approved by Owner.
- B. Provide monthly photographs (two sets) of the construction throughout the progress of the Work. Provide twenty-four (24) views of Work each month or more as may be necessary to clearly show any new work.

Take the photographs as close as possible to the cutoff date for each Application for Payment.

1.4 PRINTS

- A. Two prints of each photograph shall be furnished to the Engineer with each pay request, and each print shall have a matte finish and be mounted in plastic sleeving on a substantial backing. The overall dimensions of each mounted print shall be 4-inches x 6-inches, or larger. Mount with binder tabs or in clear plastic sheets.
- B. Each photograph shall have attached to the backing a paper label, approximately 2-1/4-inches wide by 1-3/4-inches high containing the following information in neat lettering:
1. Project name.
 2. Contractor's name.
 3. Short Description of View.
 4. Photo Number and Date Taken.
 5. Photographer's (Firm) Name.
- C. Requirements for providing prints may substituted for digital copies if agreed upon by the Owner, Contractor, and Engineer.

1.5 DIGITAL FILES

- A. The digital files shall be indexed, cataloged and retained in the files of the Contractor until the completion of the project and shall then be turned over to the Engineer. Digital photographs shall be provided on compact disks with label and identification requirements specified above.

1.6 TECHNIQUE

- A. All views shall provide factual presentation of the Work progress.
- B. All photos shall provide correct exposure and focus, high resolution and sharpness, maximum depth of field and minimum distortion.

1.7 VIEWS

- A. The photographs shall be from varied views which show the most representative examples of the Work progress.

1.8 PRECONSTRUCTION VIDEO

- A. Prior to the initiation of any construction activities, the Contractor shall record the entire site, including the complete exterior of all buildings within fifty (50) feet of the edge of Construction Limits.
- B. The original file(s) shall be provided to the Owner. One (1) copy of the file(s) shall be provided to the Engineer. Contractor shall retain one or more copies, as necessary to meet the requirements of their insurance and bonding coverage.
- C. Maximum camera travel speed during the taping shall not exceed 5.9 feet per second (approximately 4 miles per hour). Slower camera travel speeds are recommended in and around developed areas. Addresses, stationing, or other orientation information should be individually and correctly named for each digital file. A typewritten index of the files shall be provided, indicating by filename the location each address, stationing number or other location identifier, to allow rapid location of specific views on the video record.
- D. A minimum of (1) two hour color video shall be used for documenting the existing site conditions.

1.9 SUBMITTALS

- A. Submit Preconstruction Video prior to beginning site clearing activities.
- B. Submit monthly construction photograph files with each Application for Payment.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01565
EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The Contractor shall do all Work and take all measures necessary to control soil erosion resulting from construction operations, shall prevent the flow of sediment from the construction site, and shall contain construction materials (including excavation and backfill) within his protected working area so as to prevent damage to the adjacent wetlands or water courses.
- B. The Contractor is responsible for following current procedures, regulations and/or guidelines enacted by the federal, state or local agencies with jurisdiction over the project area and the environmental effects of construction. The Contractor shall employ Best Management Practices for erosion and sediment control and is responsible for the effectiveness of his construction methods throughout the duration of the project.
- C. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage and other harmful waste shall not be discharged into or alongside of any body of water or into natural or man-made channels leading thereto.
- D. See the Contract Drawings for additional information.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Silt checks shall be constructed of No. 1 coarse aggregate as defined by the Kentucky Transportation Cabinet. Filter fabric for sediment traps shall be of suitable materials acceptable to the Engineer.

PART 3 - EXECUTION

3.1 METHODS OF CONSTRUCTION

- A. The Contractor shall use any of the acceptable methods necessary to control soil erosion and prevent the flow of sediment to the maximum extent possible. These methods shall include, but not be limited to, the use of silt fences, water diversion structures, temporary re-vegetation, diversion ditches and settling basins. Refer to the Kentucky Erosion and Sediment Control Field Guide for guidance.
- B. Construction operations shall be restricted to the areas of work indicated on the Drawings and to the area which must be entered for the construction of temporary or permanent facilities. The Engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and fill operations and to direct the Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of the wetlands and adjacent watercourses. Such work may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, mats, or other control devices or methods as necessary to control erosion.
- C. Excavated soil material shall not be placed adjacent to the wetlands or watercourses in a manner that will cause it to be washed away by high water or runoff. Earth berms or diversions shall be constructed to intercept and divert runoff water away from critical areas. Diversion outlets shall be stable or shall be stabilized by means acceptable to the Engineer. If for any reason

- D. For Work within easements or rights-of-way, all materials used in construction such as excavation, backfill, roadway, and pipe bedding and equipment shall be kept within the limits of these easements or rights-of-way.
- E. The Contractor shall not pump silt-laden water from trenches or other excavation into the wetlands, or adjacent watercourses. Instead, silt-laden water from his excavations shall be discharged into sediment traps or ensure that only sediment-free water is returned to the watercourses. Damage to vegetation by excessive watering or silt accumulation in the discharge area shall be avoided.
- F. Prohibited construction procedures include, but are not limited to the following:
 - 1. Dumping of spoil material into any streams, wetlands, surface waters, or unspecified locations.
 - 2. Indiscriminate, arbitrary, or capricious operation of equipment in wetlands or surface waters.
 - 3. Pumping of silt-laden water from trenches or excavations into surface waters, or wetlands.
 - 4. Damaging vegetation adjacent to or outside of the construction area limits.
 - 5. Disposal of trees, brush, debris, paints, chemicals, asphalt products, concrete curing compounds, fuels, lubricants, insecticides, wash water from concrete trucks or hydro seeders, or any other pollutant in wetlands, surface waters, or unspecified locations.
 - 6. Permanent or unauthorized alteration of the flow line of any stream.
 - 7. Open burning of debris from the construction work.
- G. Any temporary working roadways required shall be clean fill approved by the Engineer. In the event fill is used, the Contractor shall take every precaution to prevent the fill from mixing with native materials of the site. All such foreign fill materials shall be removed from the site following construction.

3.2 EROSION CHECKS

- A. The Contractor shall remove silt and sediment from the site as it accumulates at erosion checks and repair damaged checks during construction.
- B. The Contractor shall remove all erosion control materials from the site as soon as potential for erosion has been eliminated and when approved by the Engineer. Reseed area where silt has been removed.

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1- GENERAL

1.1 DESCRIPTION

- A. Work included:
 - 1. During the construction process, maintain an accurate record of changes and other pertinent, required measurements in the Contract Documents, as described in Section 3.1 below.
 - 2. Upon completion of the Work, transfer the recorded changes and other pertinent, required measurements to a set of Record Documents, as described in Section 3.2 below.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, Project Drawings, General Conditions, Supplementary Conditions, and Technical Specifications of the Project Manual.
 - 2. Other requirements affecting Project Record Documents may appear in other pertinent Sections in the Project Manual.

1.2 QUALITY ASSURANCE

- A. Delegate the responsibility for maintenance of Record Documents to one person on the Contractor's staff, as approved by the Engineer. Identify this person during the pre construction meeting. During construction, maintain one set of job record Drawings strictly for use in preparation of Record Drawings.
- B. Accuracy of Records:
 - 1. Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each sheet of the project Drawings.
 - 2. Accuracy of records shall be such that future searches for items shown in the Contract Documents may rely reasonable on information obtained from the approved Project Record Drawings.
- C. Make entries within one calendar week of installation of the facilities.

1.3 SUBMITTALS

- A. The Engineer's approval of the current status of Project Record Documents may be prerequisite to the Engineer's approval or requests for partial payment and shall be a prerequisite to the Engineer's approval of the request for final payment.
- B. Prior to submitting each request for partial payment, secure the Engineer's (or his assigned field representative's) approval of the current status of the Project Record Documents.
- C. Prior to submitting request for final payment, deliver the final Project Record Documents to the Engineer and secure his approval.

1.4 PRODUCT HANDLING

- A. Maintain the job set of Record Documents completely protected from deterioration and from loss and damage until completion of the Work. After project completion, transfer all of the recorded data to the final Project Record Documents.
- B. In the event of Contractor's loss of recorded data, use means necessary to field verify and secure the data to the Engineer's approval.
 - 1. If necessary, in the opinion of the Engineer, remove and replace concealing materials.
 - 2. If removal and replacement of concealing materials is warranted, provide replacements to the standards originally required by the Contract Documents and at no additional cost to the Owner.

PART 2 – PRODUCTS

2.1 RECORD DOCUMENTS

- A. Job Set(s): Promptly following receipt of the Owner's Notice to Proceed. Secure from the Engineers at no charge to the Contractor three complete sets of all Contract Documents. Maintain one set of documents on the job site for day to day use. Maintain one set on the job site for day to day Record Drawing preparation. Obtain Engineer's approval, if in the Contractor's opinion, he can maintain accurate day to daily Record Drawing information on his day to daily use set of Contract Documents.
- B. Office Set: Maintain one set of Contract Documents off site for use during final data/information transfer and fro delivery of final Record Drawings.

- C. Final Record Documents: Upon substantial completion of the Work, and prior to issuance of final payment request, deliver one set to the Engineer for approval.

PART 3 – EXECUTION

3.1 MAINTENANCE OF JOB SET

- A. Immediately upon receipt of the job set described in Paragraph 2.1 – An above, identify each of the Documents with the title, “RECORD DOCUMENTS – JOB SET” and “RECORD DOCUMENTS – FINAL SET.”
- B. Method of Drawing Entry:
1. Using an erasable, colored pencil (not ink or indelible pencil), clearly describe changes or other required dimensional data by graphic line and note as deemed reasonable by the Engineer.
 2. Date all entries to obtain a somewhat accurate record of facility installation dates.
 3. Call attention to the entry by a “cloud” drawn around the areas or areas affected.
 4. In the event of overlapping changes, use different colors for the overlapping changes.
- C. Required Drawing Entries:
1. Record any changes to the Contract Documents in the Record Documents. Changes may include but are not limited to grade or alignment changes, plan or / or profile dimensional changes, conduit rearrangements, electrical or control reconfiguring, structural design modifications, piping, fitting, or manhole realignments, etc.
 2. Record the required dimensional information (whether specifically changed in the contract or not) for underground utilities as follows:
 - a. Where utilities generally parallel roadways, record perpendicular, lateral dimensions (to the nearest 0.5 feet) from roadway centerlines to the pipe or conduit centerlines on maximum of 100’ intervals along the roadway and where the utility alignment changes.
 - b. Record depth of cover dimensions (to the nearest 0.1 feet) at each of the locations referenced in Section 3.1.C.2a above and at each fitting (whether vertical or horizontal) or fitting cluster along the utility alignment.
 - c. Record three individual lateral dimensions (to the nearest 0.5 feet) from valve and manhole centerlines to permanent physical objects such as headwalls, fire hydrants, building corners, roadway centerlines, etc., that are shown on the Drawings.
 - d. Record depths of cover (to the nearest 0.1 feet), centerline stations and offset dimensions (to the nearest 0.5 feet and indication left or right offsets) along a gravity sewer line, for each lateral service.
 - e. Record depth of cover dimensions (to nearest 0.5’) for all bored service lines at intervals not exceeding 20’ along the bore path. This information shall be sketched on the appropriate cross section to depict the actual bore path.

D. Schematic Conversions:

1. In some cases on the Drawings, the arrangement of conduits, ducts, circuits, piping, fittings, manholes, services, and similar items, are shown schematically and are not intended to portray precise physical layout.
 - a. In accordance with the contract intent, final physical arrangement is determined by the Contractor, but subject to the Engineer's approval.
 - b. However, design of future modifications of the facility may require accurate information as to the final physical layout of items that are shown only schematically on the Drawings.
2. Show on the Record Drawings, by dimension accurate to within (0.1 feet), the centerline of each run of items such as are described in sub paragraph 3.1-D-1 above.
 - a. Clearly identify the item by accurate note such as "cast iron drain", "(size & material) water or sewer line", "(size & material) conduit", "(size & material) fitting", etc.
 - b. Show, by symbol, note, or elevation the vertical location of the item ("under slab", "in ceiling plenum", "exposed", "feet MSL", etc.
3. The Engineer may waive the requirements for conversion of schematic layouts where, in the Engineer's judgment, conversion serves no useful purpose. However, do not rely upon waives being issued except as specifically issued in writing by the Engineer.

3.2 FINAL PROJECT RECORD DOCUMENTS

- A. The purpose of the final Project Record documents is to provide factual information regarding all aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive site measurement, investigation, and examination.
- B. Transfer of data to Drawings:
 1. Carefully transfer change data shown on the job set of Record Drawings to the corresponding Office Set of Drawings, coordinating the changes as required.
 2. Clearly indicate at each affected detail and other Drawing a full description of changes made during construction, and the actual location of all required items.
 3. Identify each entry by drawing a "cloud" around the area or areas affected.

4. Show entries neatly, consistently, and with the proper notations in a well-organized workmanlike manner.

3.3 CHANGES SUBSEQUENT TO ACCEPTANCE

- A. The contractor has no responsibility for recording changes in the Work subsequent to Final Completion of the project and final acceptance of the Record Drawings, except for changes resulting from work performed under Warranty.

SECTION 02225
EXCAVATING, BACKFILLING, AND COMPACTING FOR UTILITIES

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The Contractor shall make excavations in such widths and depths as will give suitable room for below grade vaults, pump stations, etc., laying pipe to the lines, grades and elevations, furnish, place and compact all backfill materials specified herein or denoted on the Drawings. The materials, equipment, labor, etc., required herein are to be considered as part of the requirements and costs for installing the various pipes, structures and other items they are incidental to.

1.2 RELATED WORK

- A. Section 02610 - Water Pipe and Fittings

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Crushed stone material shall conform with the requirements of the applicable sections of the Kentucky Bureau of Highways Standard Specifications and shall consist of clean, hard, and durable particles or fragments, free from dirt, vegetation or objectionable materials.
- B. Two classes of crushed stone material are used in this Section. The type of material in each class is as follows:
 - 1. Class I - No. 9 Aggregate.
 - 2. Class II - Dense Graded Aggregate (DGA).

PART 3 - EXECUTION

3.1 EXCAVATION OF TRENCHES

- A. Unless otherwise directed by the Engineer, trenches are to be excavated in open cuts.
 - 1. Where pipe is to be laid in gravel bedding or concrete cradle, the trench may be excavated by machinery to, or just below, the designated subgrade, provided that the material remaining at the bottom of the trench is no more than slightly disturbed.
 - 2. Where pipe is to be laid directly on the trench bottom, the lower part of trenches in earth shall not be excavated to subgrade by machinery. However, just before the pipe is to be placed, the last of the material to be excavated shall be removed by means of hand tools to form a flat or shaped bottom, true to grade, so that the pipe will have a uniform and continuous bearing and support on firm and undisturbed material between joints except for limited areas where the use of pipe slings may have disturbed the bottom.
- B. Trenches shall be sufficient width to provide working space on each side of the pipe and to permit proper backfilling around the pipe.
 - 1. The Contractor shall remove only as much of any existing pavement as is necessary for the prosecution of the Work. The pavement shall be cut with pneumatic tools, without extra compensation to the Contractor, to prevent damage to the remaining road surface. Where pavement is removed in large pieces, it shall be disposed of before proceeding with the excavation.
- C. All excavated materials shall be placed a safe distance back from the edge of the trench.

- D. Unless specifically directed otherwise by the Engineer, not more than 500 feet of trench shall be opened ahead of the pipe laying work of any one crew, and not more than 500 feet of open ditch shall be left behind the pipe laying work of any one crew. Watchmen or barricades, lanterns and other such signs and signals as may be necessary to warn the public of the dangers in connection with open trenches, excavations and other obstructions, shall be provided by and at the expense of the Contractor.
- E. When so required, or when directed by the Engineer, only one-half of street crossings and road crossings shall be excavated before placing temporary bridges over the side excavated, for the convenience of the traveling public. All backfilled ditches shall be maintained in such manner that they will offer no hazard to the passage of traffic. The convenience of the traveling public and the property owners abutting the improvements shall be taken into consideration. All public or private drives shall be promptly backfilled or bridged at the direction of the Engineer.
- F. Trench excavation shall include the removal of earth, rock, or other materials encountered in the excavating to the depth and extent shown or indicated on the Drawings.

3.2 WATER PIPE BEDDING

- A. Piping for water mains shall be supported as follows:
 - 1. The trench bottom for water main piping shall be stable, continuous, relatively smooth and free of frozen material, clodded dirt, foreign material and rock or granular material larger than 1/2 inch in diameter. The foundation for water main piping shall be prepared so that the entire load of the backfill on top of the pipe will be carried uniformly on the barrel of the pipe. Any uneven areas in the trench bottom shall be shaved-off or filled-in with Class I granular bedding. When the trench is made through rock, the bottom shall be lowered to provide 6 inches of clearance around the pipe. Class I granular bedding shall be used to bring the trench bottom to grade.
- B. After each pipe has been brought to grade, aligned, and placed in final position, earth material for water main piping in areas not subject to vehicular traffic and Class I material for water mains in paved areas, shall be deposited and densified under the pipe haunches and on each side of the pipe up to the spring line of the pipe to prevent lateral displacement and hold the pipe in proper position during subsequent pipe jointing, bedding, and backfilling operations.
- C. In wet, yielding and mucky locations where pipe is in danger of sinking below grade or floating out of grade or line, or where backfill materials are of such a fluid nature that such movements of pipe might take place during the placing of the backfill, the pipe must be weighted or secured permanently in place by such means as will prove effective.
- D. Where an unstable (i.e., water, mud, etc.) trench bottom is encountered, stabilization of the trench bottom is required. This is to be accomplished by undercutting the trench depth and replacing to grade with a foundation of crushed stone aggregate.
- E. The depth of the foundation is dependent upon the severity of the trench bottom. The size of stone aggregate used in the foundation will be determined by the condition of the unstable material. Once the trench bottom has been stabilized, the required Class I bedding material can be placed.
- F. It should be noted that no pipe shall be laid on solid or blasted rock.
- G. Pipe bedding as required in Paragraphs A, B, C, and D of this Section is **not** considered a separate pay item.

3.3 WATER PIPE BACKFILLING

- A. Initial Backfill:

1. This backfill is defined as that material which is placed over the pipe from the spring line to a point 6 inches above the top of the pipe. For water main piping in areas not subject to vehicular traffic, initial backfill material shall be earth material free of rocks, acceptable to the Engineer or with Class I material when a condition exists mentioned in Paragraph A, 3. below. For water main piping in paved areas, initial backfill shall be Class I material.
 2. Material used, whether earth or Class I, in the initial backfilling is **not** a separate pay item. Payment for the material is included in the unit price per linear foot of water main.
 3. 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 the pipe as set forth in Paragraph A.1, the Contractor shall either haul in earth or order Class I material for backfilling over the pipe. Neither the hauling and placement of earth nor the ordering and placement of Class I material to fulfill the backfill requirements set forth herein is considered a separate pay item.
- B. Final Backfill:
1. There are two cases where the method of final backfilling varies. The various cases and their trench situations are as follows:
 - a. Case I - Areas not subject to vehicular traffic.
 - b. Case II - Paved areas including streets, drives, parking areas, and walks.
 2. In all cases, walking or working on the completed pipelines, except as may be necessary in backfilling, will not be permitted until the trench has been backfilled to a point 6 inches above the top of the pipe. The method of final backfilling for each of the above cases is as follows:
 - a. Case I - The trench shall be backfilled from a point 6 inches above the top of the pipe to a point 8 inches below the surface of the ground with earth material free from large rock (greater than 6 inches in the longest dimension), acceptable to the Engineer. The remainder of the trench shall be backfilled with earth material reasonably free of any rocks.
 - b. Case II - The trench shall be backfilled from a point 6 inches above the top of the pipe to a point 12 inches below the existing pavement surface with Class I (No. 9 crushed stone aggregate) material. The backfill shall be mechanically tamped in approximately 6-inch layers to obtain the maximum possible compaction. The remaining backfill shall be as follows:
 - c. For gravel surfaces - Class II (dense graded aggregate) material mechanically tamped to maximum possible compaction. The trench may be left with a slight mound if permitted by the Engineer.
 - d. For bituminous and concrete surfaces - Bituminous and concrete pavement sections as detailed on the Drawings and as specified for Bituminous Pavement Replacement and Concrete Pavement Replacement.
 3. Earth and Class I material used in final backfill is not a separate pay item. Payment shall be included in the price of water main.
 4. Class II material used in final backfill shall be included in the unit price of the pipe.
- C. A sufficient amount of Class II material shall be stockpiled to insure immediate replacement by the Contractor of any settled areas. No extra payment will be made for the filling in of settled or washed areas by the Contractor.
- D. Excavated materials from trenches, in excess of quantity required for trench backfill, shall be disposed of by the Contractor. It shall be the responsibility of the Contractor to obtain location or permits for its disposal, unless specific waste areas have been designated on the Drawings or noted in these Specifications. The cost of disposal of excess excavated materials, as set forth herein, no additional compensation being allowed for hauling or overhaul.

3.4 PLACEMENT OF IDENTIFICATION TAPE

- A. Detectable underground marking tape shall be placed over all utility lines. Care shall be taken to insure that the buried marking tape is not broken when installed and shall be Lineguard brand encased aluminum foil, Type III. The identification tape is manufactured by Lineguard, Inc., P.O. Box 426, Wheaton, IL 60187.
- B. The identification tape shall bear the printed identification of the utility line below it, such as "Caution - Buried Below". Tape shall be reverse printed; surface printing will not be acceptable. The tape shall be visible in all types and colors of soil and provide maximum color contrast to the soil. The tape shall meet the APWA color code, and shall be 2 inches in width. Colors are: yellow - gas, green - sewer, red - electric, blue - water, orange - telephone, and brown - force main.
- C. The tape shall be the last equipment installed in the trench so as to be first out. The tape shall be buried 4 to 6 inches below top of grade. After trench backfilling, the tape shall be placed in the backfill and allowed to settle into place with the backfill. The tape may be plowed in after final settlement, installed with a tool during the trench backfilling process, unrolled before final restoration or installed in any other way acceptable to the Owner or Engineer.

3.5 PLACEMENT OF LOCATION WIRE

- A. Detectable underground location wire shall be placed above all non-metallic water mains. Care shall be taken to insure that the buried wire is not broken.
- B. The location wire shall be no smaller than #10 AWG solid copper-coated steel wire with minimum 550 lb. tensile strength or #12 AWG stranded wire, either copper-coated steel or solid copper with minimum 300 lb. tensile strength; each with HDPE insulating jacket. Wire requirements are based on electrical resistance per 1000 foot length. Copper-coated steel wire is preferred to reduce the likelihood of vandalism theft.
- C. The location wire shall be continuous from valve box to valve box and shall be terminated (unconnected) with a wire nut and enough "loose" wire to extend 24 inches outside the valve box.

**SECTION 02505
CRUSHED STONE PAVING**

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Crushed stone paving course, compacted.
- B. Dense Grade Aggregate (DGA) paving, compacted

1.2 REFERENCES

- A. ASTM C33 - Aggregate for Concrete.

1.3 TESTS

- A. Gradation of stone materials will be performed in accordance with ASTM C33.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Crushed stone shall conform to ASTM C33, Type No. 57, Type No. 2, and No. 610.
- B. Dense Grade Aggregate shall conform to article 805.04.03(A), the Kentucky Division of Highways Specifications.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify compacted subgrade.
- B. Verify that gradients and elevations of base are correct.
- C. Beginning of installation means acceptance of existing conditions.

3.2 PLACING STONE PAVING

- A. Spread stone material over prepared base to a total compacted thickness of 12 inches.
- B. Place stone in 6-inch layers and compact.
- C. Level surfaces to elevations and gradients indicated.
- D. Add small quantities of sand to stone mix as appropriate to assist compaction.
- E. Adequately compact placed stone materials.
- F. Add water to assist compaction. With an excess water condition, rework topping and aerate to reduce moisture content.

**SECTION 02510
BITUMINOUS PAVEMENT**

PART 1 – GENERAL

1.1 SUMMARY

- A. Provide bituminous pavement for following applications with prepared sub-based and compacted base.
 - 1. Roads
 - 2. Parking areas
 - 3. Driveways
 - 4. Walkways
 - 5. Curbs
- B. Provide striping for parking, roadway, and handicapped markings.

1.2 SUBMITTALS

- A. Submit for approval product data, test reports.

1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Prime coat: Cut-back asphalt
- B. Take coat: Emulsified asphalt
- C. Asphaltic cement: AASHTO M226 and as required by local authorities
- D. Aggregate: Crushed stone or crushed gravel
- E. Traffic paint: Quick-drying chlorinated-rubber alkyd type, color as approved
- F. Wheel-stops: Precast concrete of uniform color and texture with steel stakes

PART 3 – EXECUTION

3.1 TRENCH WIDTH PAVEMENT REPLACEMENT

- A. Sections of pavement shall be replaced as required to install the pipelines. Disturbed pavement shall be reconstructed to original lines and grades with bituminous binder as detailed on the Drawings and in such manner as to leave all such surfaces in fully as good or better condition than that which existed prior to these operations.

- B. Prior to trenching, the pavement shall be scored or cut to straight edges along each side of the proposed trench to avoid unnecessary damage to the remainder of the paving. Edges of the existing pavement shall be recut and trimmed as necessary to square, straight edges after the pipe has been installed and prior to these operations.
- C. Backfilling of trenches shall be in accordance with the applicable portions of Section 02225.
- D. Bituminous surface shall be one course construction of an appropriate surface JMF prepared and installed in accordance with the requirements of the Kentucky Department of Highways.
- E. Bituminous pavement replacement is a separate pay item.

**SECTION 02630
ENCASEMENT PIPE**

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The Contractor shall furnish all labor, material, and equipment necessary to install encasement pipe together with all appurtenances as shown and detailed on the Drawings and specified herein.

1.2 RELATED WORK

- A. Section 02225 - Excavating, Backfilling and Compacting for Utilities.

PART 2 - PRODUCTS

2.1 STEEL PIPE

- A. Steel seamless pipe shall be new Grade B steel material, with a minimum yield of 35,000 psi and a wall thickness as shown below unless otherwise required by a permitting authority. The material shall conform to the chemical and mechanical requirements of the latest revision of ASTM A139 "Electric-Fusion (ARC) - Welded Steel Pipe (NPS 4 and Over)," unless otherwise stated herein.
- B. The minimum wall thickness shall be in accordance with the following table:

Steel Casing Pipe Wall Thickness

Casing Diameter (inches)	(Minimum Wall Thickness Under Railroads (inches)	Minimum Wall Thickness All Other Uses (inches)
16 and under	0.250	0.250
18	0.281	0.250
20 and 22	0.312	0.281
24	0.344	0.312
26	0.375	0.344
28	0.406	0.375
30	0.438	0.406
32	0.469	0.438
34 and 36	0.500	0.469
38	0.531	0.500
40	0.563	0.531
42	0.594	0.563
44 and 46	0.625	0.594
48	0.656	0.625
50	0.688	0.656
52	0.719	0.688
54	0.750	0.719
56 and 58	0.781	0.750
60	0.813	0.781

Casing Diameter (inches)	(Minimum Wall Thickness Under Railroads (inches)	Minimum Wall Thickness All Other Uses (inches)
62	0.844	0.813
64	0.875	0.844
66 and 68	0.906	0.875
70	0.938	0.906
72	0.938	0.938

- C. Welds of the steel casing pipe shall be solid butt-welds with a smooth non-obstructing joint inside and conform to all specifications as required by American Welding Society (AWS). The casing pipe shall be installed without bends. All welders and welding operators shall be qualified as prescribed by AWS requirements.
- D. The wall thickness at any point shall be within 12.5% inches of the nominal metal thickness specified.
- E. Hydrostatic testing shall not be necessary.
- F. A protective coating shall be applied to each length of pipe. Following an SSPC SP-7 "Brush-Off Blast Cleaning" surface preparation, 3 (dry) mils of Tnemec-Primer 10-99 (red), or Porter International Primer 260FD (red), or an equivalent thickness of an approved equivalent paint shall be applied in the manner recommended by the respective paint manufacturer.
- G. Each length of pipe shall be legibly marked, stating: manufacturer, diameter, wall thickness and primer.
- H. Precaution shall be taken to avoid deforming the pipe and damaging the primer during shipping.

2.2 CARRIER PIPE SPACERS

- A. Carrier pipes installed inside encasement pipes shall be centered throughout the length of encasement pipe. Centering shall be accomplished by the installation of polyethylene pipeline spacers attached to the carrier pipe in such manner as to prevent the dislodgement of the spacers as the carrier pipe is pulled or pushed through the encasement pipe. Spacers shall be of such dimensions to provide: full supportive load capacity of the pipe and contents; of such thickness to allow installation and/or removal of the pipe; and to allow no greater than 1/2 inch movement of the carrier pipe within the cover pipe after carrier pipe is installed.
- B. Spacers shall be located immediately behind each bell and at a maximum spacing distance as follows:

Carrier Pipe Diameter (inches)	Maximum Spacing (feet)
2 - 2-1/2	4
3 - 8	7
10 - 26	10
28	9
30	8
32	7
34	6
36 - 38	5.5
40 - 44	5
46 - 48	4

- C. The materials and spacing to be used shall be accepted by the Engineer prior to installation. The polyethylene pipeline spacers shall be manufactured by Pipeline Seal and Insulator, Inc. (PSI), Raci Spacers, Inc., or equivalent. Installation shall be in accordance with manufacturer's recommendations.

2.3 ENCASUREMENT PIPE END SEALS

After installation of the carrier pipe within the encasement pipe, the ends of the casing shall be sealed with either a wraparound or a pull-on casing end seals fabricated of minimum 1/8-inch thick neoprene rubber. The seals shall be attached to the encasement pipe and the carrier pipe by 304 stainless steel band clamps not less than 1/2-inch wide. The casing end seals shall be as manufactured by Advance Products & Systems, Inc., or approved equivalent.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Where shown on the Drawings, the Contractor shall install encasement pipe. Install encasement pipe to maintain alignment, grade and the circular shape of the encasement pipe. The encasement pipe shall be straight and true in alignment; and any significant deviation from line or grade, in the opinion of the Engineer or permitting authority, shall be sufficient cause for disapproving or rejecting the installation.
- B. Two methods of installation are designated, the open-cut method and the boring method.
 1. The open-cut method shall consist of placing the encasement pipe in the excavated trench, then installing the carrier pipe inside the encasement pipe. Excavation, bedding and backfilling shall be in accordance with Section 02225.
 2. The boring and jacking method consists of pushing or jacking the encasement pipe into the subsurface material as an auger cuts out the material or after the auger has completed the bore. Where designated on the drawings, crossings beneath state maintained roads, railroads, or other surfaces not to be disturbed, shall be installed by boring and jacking of steel casing pipe followed by installation of the carrier pipe within the casing pipe. The Contractor shall provide a jacking pit, bore through the earth, and/or rock, jack the casing pipe into proper line and grade and then install the carrier pipe within the casing pipe. The approach trench shall be large enough to accommodate one section of casing pipe, the jacks and blocking. The Contractor shall furnish and use adequate equipment to maintain the line and grade.
- C. The carrier pipe shall be ductile iron, polyvinyl chloride, or polyethylene pipe as designated on the Drawings. The carrier pipe shall be installed using pipe spacers as described in this Section. Carrier pipe will not be permitted to rest on bells or couplings.
- D. Following installation of the carrier pipe, the ends of the encasement pipe shall be sealed with products of the type described in this Section.

3.2 DAMAGE

- A. The cost of repairing damage to the highway or railroad which is caused by a boring and jacking installation shall be borne by the Contractor.

**SECTION 02640
WATER VALVES AND GATES**

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The Contractor shall furnish all labor, material, and equipment necessary to install valves together with all appurtenances as shown and detailed on the Drawings and specified herein.

1.2 RELATED WORK

- A. Section 02225 - Excavating, Backfilling and Compacting for Utilities

1.3 SUBMITTALS

- A. Complete shop drawings of all valves and appurtenances shall be submitted to the Engineer in accordance with the requirements of Section 01300.
- B. The manufacturer shall furnish the Engineer two (2) copies of an affidavit stating that the valve and all materials used in its construction conform to the applicable requirements of the latest revision of the applicable AWWA Standard, and that all tests specified therein have been performed and that all test requirements have been met.
- C. The Engineer shall be furnished two (2) copies of an affidavit that the "Valve Protection Testing" has been done and that all test requirements have been met.
- D. The Engineer shall be furnished with two (2) copies of an affidavit that inspection, testing and rejection are in accordance with the latest revision of the applicable AWWA Standard.

PART 2 - PRODUCTS

2.1 GATE VALVES

- A. All gate valves shall be of the resilient seat type in accordance with the latest revision of AWWA C509 Standard. The valve body, bonnet and gate castings shall be ductile iron or cast iron. The valve shall have a non-rising stem (NRS), fully bronze mounted or stainless steel with o-ring seals. Valve body and bonnet, inside and out, shall be fully coated with fusion bonded epoxy coating in accordance with AWWA C550 Standard. Valves shall have a rated working pressure of 200 psi.
- B. Gate valves for buried service shall be furnished with mechanical joint end connections, unless otherwise shown on the Drawings or specified herein. The end connection shall be suitable to receive ductile iron or PVC pipe.
- C. Gate valves for meter pits, pump stations, or other installations as shown on the Drawings shall be furnished with flanged joint and connections, outside screw and yoke and hand wheel operator. The gate valve shall have the direction of opening cast on the rim of the hand wheel and provided with chain and lock.
- D. All gate valves shall have the name or monogram of the manufacturer, the year the valve casting was made, the size of the valve, and the working pressure cast on the body of the valve.
- E. Buried service gate valves shall be provided with a 2-inch square operating nut and shall be opened by turning to the left (counterclockwise).

- F. Buried service gate valves shall be installed in a vertical position with valve box as detailed on the Drawings. They shall be set vertically and properly adjusted so that the cover will be in the same plane as the finished surface of the ground or street.
- G. Valves shall be those manufactured by Mueller, M & H Valve Company, American or approved equivalent.

2.2 TAPPING VALVES

- A. All tapping valves shall be of the resilient seat, gate valve type in accordance with the latest revision of AWWA C509 Standard. The valve body, bonnet and gate castings shall be cast iron. The valve shall have a non-rising stem (NRS), fully bronze mounted with o-ring seals. Valve body and bonnet, inside and out, shall be fully coated with fusion bonded epoxy coating in accordance with AWWA C550 Standard. Valves shall have a rated working pressure of 200 psi.
- B. Valve shall be furnished with ANSI B16.1 flanged end with centering ring on tapping side. Outlet side shall be mechanical joint. All valves through 12 inches shall mate all sleeves through 12-inch outlet regardless of manufacturer.
- C. All cast iron shall conform to ASTM A126, Class B. Castings shall be clean and sound without defects that will impair their service. No plugging or welding of such defects will be allowed. Bolts shall be electric-zinc plated steel with hex heads and hex nuts in accordance with ASTM A-307 and A-563.
- D. Stems shall be manganese bronze having a minimum tensile strength of 60,000 psi, a minimum yield of 20,000 psi. NRS stem collars shall be cast integral with them and machined to size. The housing for the valve stem collar shall be machined. All thrust bearing shall be incorporated as required, to optimize operating torques. NRS valves shall be furnished with two (2) o-ring stem seals located above the thrust collar and one (1) below. O-rings shall be set in grooves in the stem. The o-ring grooves shall not be less than the root diameter of the stem threads.
- E. Gates for valve shall be totally encapsulated in rubber, be field replaceable, and provide a dual seal on the mating body seat. Valve shall be capable of installation in any position with rated sealing in both directions. Rubber sets of specially compounded SBR materials shall be utilized and be capable of sealing even under conditions of normal wear. The valve body shall have integral guide engaging lugs in the gate in a tongue-and-groove manner, supporting the gate throughout the entire open/close travel.
- F. Tapping valves shall be capable of making taps by using a cutter not less than 1/4-inch smaller than nominal pipe size.
- G. All tapping valves shall have the name or monogram of the manufacturer, the year the valve casting was made, the size of the valve, and the working pressure cast on the body of the valve.
- H. Tapping valves shall be provided with a 2-inch square operating nut and shall be opened by turning to the left counterclockwise).
- I. Tapping valves shall be installed in a vertical position with valve box as detailed on the Drawings. They shall be set vertically and properly adjusted so that the cover will be in the same plane as the finished surface of the ground or street.
- J. Valves shall be those manufactured by Mueller, M & H Valve Company, American or approved equivalent.

2.3 TAPPING SLEEVES

- A. Tapping sleeves shall be cast iron and capable of containing pressure within the full volume of the sleeve. Sleeve shall be mechanical joint suitable for use with ductile iron or PVC pipe.
- B. Sleeve shall be rated at 200 psi working pressure through 12-inch size and 150 psi for sleeves 14-inch through 24-inch.

- C. Flanged throat section of mechanical joint sleeves through 12-inch size shall conform to MSS SP60 Standard. For throat sections larger than 12 inches, flanged section shall mate valves of same manufacture as sleeves.
- D. All cast iron shall conform to ASTM A126, Class B. Castings shall be cleaned and sound without defects that will impair their service. No plugging or welding of such defects will be allowed. Bolts, nuts, and gaskets shall be in accordance with mechanical joint requirements of AWWA C111.
- E. Tapping sleeves shall be capable of withstanding their rated pressure without leakage past the side gaskets and end gaskets of the sleeve. Sleeves shall be supplied with split end gaskets and two-piece glands. Side flange rubber gaskets shall butt against the rubber end gaskets to make a watertight seal. Side and end bolts shall be of a T-head design. The throat flange shall be designed to center the tapping valve to the sleeve. Tapping sleeve shall be equipped with a test plug.
- F. Tapping sleeves shall be fully coated with fusion bonded epoxy coating in accordance with AWWA C550 Standard.
- G. Sleeves shall be marked with the name of the manufacturer and size (run x branch).
- H. Tapping sleeve shall be manufactured by Mueller, M & H Valve Company, or approved equivalent.

2.4 CHECK VALVES

- A. General: Check valves shall be all iron body, bronze mounted, full opening swing type. Valve clapper shall swing completely clear of the waterway when valve is full open, permitting a "full flow" through the valve equivalent to the nominal pipe diameter. They shall comply with AWWA Standard C-508 latest revision. The valves shall be M & H Valve Company, Anniston, AL, Valve Type 159-Lever Weight, or approved equivalent.
- B. Rating: Check valves shall be rated at 175 psi water working pressure, 350 psi hydrostatic test for structural soundness (2-inch through 12-inch) and 150 psi water working pressure and 300 psi hydrostatic test (sizes 14-inch through 30-inch). Seat tightness at rated working pressure shall be in accordance with valves shown in AWWA Standard C-500 for gate valves and fully conform to AWWA C508.
- C. End Configurations: Check valves shall be furnished with 125-pound ANSI flanges ends with accessories.
- D. Materials: All cast iron shall conform to ASTM-A-126 Class B. Castings shall be clean and sound without defects that will impair their service. No plugging or welding of such defects will be allowed. Clappers shall be all bronze for sizes through 4-inch and cast iron, neoprene faced for sizes 6-inch and larger. Hinge pins shall be 18-8 stainless steel rotating in bronze plugs. Bolts shall be electro-zinc plated steel with hex heads and hex nuts in accordance with ASTM A-307 and A-563, respectively.
- E. Design: Check valves shall be constructed to permit top entry for complete removal of internal components without removing the valve from the line. Glands shall be o-rings, 2-inch to 12-inch sizes and conventional in 14-inch to 30-inch sizes. Check valves shall be equipped with adjustable outside lever and weight to accomplish faster closing and to minimize slamming effect. All valves 14-inch and larger shall have extended hinge pins for future addition of levers and springs required. Valves shall be suitable for installation in either horizontal or vertical position.
- F. Painting: The inside and outside of all valves, together with the working parts except bronze and machined surfaces, shall be coated in accordance with the latest revision of AWWA C550 Standard.

- G. Marking: Marking shall be in accordance with AWWA C-508 and shall include size, working pressure, and cast arrow to indicate direction of flow, name of manufacturer, and year of manufacture.

2.5 BUTTERFLY VALVES (BURIED)

- A. For Valves 4-inch through 24-inch: The butterfly valve shall be DeZurik or M&H Valve Company AWWA C504 series (or approvable equivalent), mechanical joint, resilient seat, cast iron body and disk, stainless steel shaft and seating edge (ring), Chloroprene seat, Class 150B, cast iron housing with 2-inch operator nut in vertical position for use with a valve box. The valve shall be fully coated, inside and out, with fusion bonded epoxy in accordance with the latest revision of AWWA C550 Standard.

2.6 COMBINATION AIR RELEASE VALVES (WATER)

- A. The combination air release valves shall be the size appropriate to the pipe size on which they are mounted and equivalent to A.R.I. D-040 combination air valve as manufactured by A.R.I. Flow Control Accessories.
- B. The valves shall be of the type that automatically exhausts large quantities of air during the filling of a system and allows air to re-enter during draining. It shall also release small pockets of air as they may accumulate within the piping system under pressure. The overall height shall not exceed 21 inches. Valves shall be constructed of high strength plastic, stainless steel, and other corrosion resistant materials.

2.7 VALVE BOXES

- A. Each buried stop and valve shall be provided with a suitable valve box. Boxes shall be of the adjustable, telescoping, heavy-pattern type with the lower part of cast iron and the upper part of steel or cast iron. They shall be so designed and constructed as to prevent the direct transmission of traffic loads to the pipe or valve.
- B. The upper or sliding section of the box shall be provided with a flange having sufficient bearing area to prevent undue settlement. The lower section of the box shall be designed to enclose the operating nut and stuffing box of the valve and rest on the valve bonnet.
- C. The boxes shall be adjustable through at least 6 inches vertically without reduction of the lap between sections to less than 4 inches.
- D. The inside diameter of boxes for valves shall be at least 4-1/2 inches, and the lengths shall be as necessary for the depths of the valves or stops with which the boxes are to be used.
- E. Covers for valves shall be close fitting and substantially dirt-tight.
- F. The top of the cover shall be flush with the top of the box rim. An arrow and the word OPEN to indicate the direction of turning to open the valve shall be cast in the top of the valve covers.

2.8 FIBERGLASS LINE MARKER FOR BURIED VALVES

- A. General:
 - 1. Design: The continuous fiberglass reinforced composite line marker shall be a single piece marker capable of simple, permanent installation by one person using a manual driving tool. The marker, upon proper installation, shall resist displacement from wind and vehicle impact forces. The marker shall be of a constant flat "T" cross-sectional design with reinforcing support ribs incorporated longitudinally along each edge to provide sheeting protection and structural rigidity. The bottom end of the marker shall be pointed for ease of ground penetration.
 - 2. Material: The marker shall be constructed of a durable, UV resistant, continuous glass fiber and marble reinforced, thermosetting composite material which is resistant to impact, ozone, and hydrocarbons within a service temperature range of -40⁰ F to +140⁰ F.

impact forces. The marker shall be of a constant flat "T" cross-sectional design with reinforcing support ribs incorporated longitudinally along each edge to provide sheeting protection and structural rigidity. The bottom end of the marker shall be pointed for ease of ground penetration.

2. **Material:** The marker shall be constructed of a durable, UV resistant, continuous glass fiber and marble reinforced, thermosetting composite material which is resistant to impact, ozone, and hydrocarbons within a service temperature range of -40⁰ F to +140⁰ F.
3. **Workmanship:** The marker shall exhibit good workmanship and shall be free of burns, discoloration, cracks, bulges or other objectionable marks which would adversely affect the marker's performance or serviceability.
4. **Marking:** Each marker shall be permanently marked "Water Line Below." The letters shall be a minimum of 2 inches in height. A black line shall be stamped horizontally across the front of the marker near the bottom to indicate proper burial depth as shown in the standard detail. The marker shall be a CRM-375 as manufactured by Carsonite International, or approved equivalent.

B. Physical and Mechanical Requirements:

1. **Dimensions:** The marker shall conform to the shape and overall dimensions shown in the standard detail.
2. **Mechanical Properties:** The marker shall have the minimum mechanical properties as follows:

Property	ASTM Test Method	Minimum Value
Ultimate Tensile Strength	D-638	50,000 psi
Ultimate Compressive Strength	D-638	45,000 psi
Specific Gravity	D-792	1.7
Weight % Glass Reinforcement	D-2584	50%
Barcol Hardness	D-2583	47

3. **Color Fastness:** The marker shall be pigmented throughout the entire cross-section so as to produce a uniform color which is an integral part of the material. Ultraviolet resistant materials shall be incorporated in the construction to inhibit fading or cracking of the delineator upon field exposure.
4. **Vehicle Impact Resistance:** The marker shall be capable of self-erecting and remain functional after being subjected to a series of ten head on impacts by a typical passenger sedan at 35 miles per hour. The marker shall retain a minimum of 60 percent of its sheeting.

C. Reflectors:

1. The reflector shall be of impact resistant, pressure sensitive retro-reflective sheeting which shall be subject to approval by the Engineer. The sheeting shall be of appropriate color to meet MUTCD requirements.
2. **Mounting:** The retro-reflective sheeting shall consist of a minimum of a 3-inch wide strip placed a maximum of 2 inches from the top of the post unless otherwise specified.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Valves shall be installed as nearly as possible in the positions indicated on the Drawings consistent with conveniences of operating the hand wheel or wrench. All valves shall be carefully erected and supported in their respective positions free from all distortion and strain on appurtenances during handling and installation.

- D. Valves shall not be installed with stems below the horizontal.
- E. Valves shall be set plumb and supported adequately in conformance with the instructions of the manufacturer. Valves mounted on the face of concrete shall be shimmed vertically and grouted in place. Valves in the control piping shall be installed so as to be easily accessible.
- F. Valves shall be provided with extension stems where required for convenience of operation. Extension stems shall be provided for valves installed underground and elsewhere so that the operating wrench does not exceed 6 feet in length.
- G. Wall thimbles shall be accurately set in the concrete walls so that the gates can be mounted in their respective positions without distortion or strain.

3.2 PAINTING

- A. Valves shall be factory primed and fully coated, inside and out, with fusion bonded epoxy in accordance with the latest revision of AWWA C550 Standard.

**SECTION 02660
WATER DISTRIBUTION SYSTEM**

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Work included – Provide treated water distribution system as shown on the Drawings, specified herein, and needed for a complete proper installation.
- B. Related Work – Documents affecting work of this Section include, but are not necessarily limited to, General conditions, Supplementary Conditions, and Sections, in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.3 SUBMITTALS

- A. Submit six copies of product data sheets on material to be used.
- B. PRODUCT DATA
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - 3. Names and addresses of the nearest service and maintenance organization that readily stocks repair parts.
 - 4. Manufacturer's recommended installation procedures which, when approved by the Engineer, will become the basis for accepting or rejecting actual installation procedures used on the Work.

PART 2 – PRODUCTS

2.1 PIPE, FITTINGS, AND ACCESSORIES

- A. GENERAL
 - 1. Provide pipe, fittings, and accessories complying with the following requirements:
- B. PIPE
 - 1. DIP (Ductile and Iron)
 - a) Ductile Iron push on joint
Comply with ANSI A-21.11 (AWA C111).
 - b) Ductile with either ANSI A-21.15 (AWWA C115) with a 125 pound flanged joint or ANSI B-16.5 with a 125 pound cast iron "Uni-Flanged" adapter as manufactured by Uni-Flanged Corporation or approved equal.

2. PVC (Polyvinyl Chloride) Pipe

a) Use rigid unplasticized polyvinyl chloride (PVC) complying with ASTM B 1784 and D 2241. The PVC compound used in the manufacture of this pipe shall meet or exceed the requirements for class 12454-A or 12454-B as defined by ASTM D 1784. Provide pipe with a standard dimension ratio (SDR) of 21 with pressure rating of 200 psi complying with ASTM D 2241. Provide an NSF approved pipe for potable water service.

b) In addition, Pipe shall be tested and inspected at the factory. Testing shall be accomplished in conformance with the following ASTM specifications utilizing the test methods specified therein:

Dimensions	ASTM D 3034-81 or ASTM F679-80 and D 2122-81
Extrusion	ASTM D 2152-80
Pipe Stiffness (5%)	ASTM D 2412-77
Impact Resistance	ASTM D 2444-80

3. HDPE (High Density Polyethylene) Pipe

a) Use HDPE with a standard dimension ratio (DR) of 11 with a working pressure rating of 160 psi and conforming to ASTM F 714 and D 3035. The pipe shall be sized with standard iron pipe size (IPS) and shall be DriscoPlex 4100 or approved equal.

4. Restrained – Joint PVC Pipe

a) Use Certa-Lok C900/RJ PVC pipe with a working pressure rating of 200 psi (DR 14) as manufactured by Certain Teed Pipe and Plastics Group or approved equal.

C. JOINTS

1. DI (Ductile Iron) Push-On-Joint

a) Comply with ANSI A-21.11 (AWWA C111)

2. DI (Ductile Iron) Flanged Joint

a) Comply with either ANSI A-21.15 (AWWA C115) with a 125 –lb. flanged joint or ANSI B-16.1 ANSI B16.5 with a 125-lb cast iron “Uni-Flange” adapter as manufactured by Uni-Flanged Corporation or approved equal.

3. PVC (Polyvinyl-Chloride) Joint

a) Provide a push on type joint with a continuous elastomeric ring gasket compressed into the annular space between bell and spigot end of pipe complying with ASTM D 3139.

b) A typical joint assembly shall be tested by a qualified independent laboratory per test requirements of ASTM D 3212-81. The manufacturer shall submit to the Engineer sufficient copies of certification and test results by shipment to the job site that will permit the Owner to retain two copies.

4. HDPE (High Density Polyethylene) Joint
 - a) Form joint by heat fusion method in accordance with the manufacture's recommendations and ASTM D 3261.

D. FITTINGS

1. Use mechanical joint fittings for all exterior below grade pressure piping complying with AWWA C153.
2. Use cement lining complying with ANSI A 21.4 (SWWS C104) with a bituminous seal coat.
3. All fittings must be manufactured in the United States of America unless otherwise approved by the Engineer.
4. Double wrap all fittings with 8-mil polyethylene wrap prior to placing concrete thrust blocking, tape polyethylene wrapping around pipe barrels to provide a water tight seal around the fittings.
5. HDPE Fittings, use HDPE fittings conforming to AWWA C906 requirements. Provide mechanical joint adapter kits at transition points to other pipe types.

E. RESTRAINT JOINT GASKETS

1. Use restrained joint gaskets in all DIP installation within steel encasement. In addition, use restrained joint gaskets in all pipe joints within creek crossings roadway crossings and within one DIP pipe joint connection either side of steel encasement. Use "Field Lok" gaskets as manufactured by U.S. Pipe and Foundry Company or approved equal.

F. THRUST RESTRAINT GLANDS FOR DUCTILE IRON PIPE

1. Use thrust restraint glands ensuring 360 degree contact between the gland and the pipe wall. Uni-Flange Series 1300 joint restraint devices as manufactured by Ford Meter Box Company, Inc. or approved other. Use thrust restraint glands on each mechanical joint connection 6" in diameter and larger.

G. THRUST RESTRAINT GLANDS FOR PVC PIPE

1. Use thrust restraint glands ensuring 360 degree contact between the gland and the pipe wall. Use Uni-Flange Series 1300 joint restraint devices as manufactured by Ford Meter Box Company, Inc. or approved other. Use thrust restraint glands for PVC pipe on each mechanical joint connection 6" in diameter and larger.
2. SO-EZ Gland Snap-On Gaskets, as manufactured by Ford Meter Box Company, Inc. shall not be accepted for use on any mechanical joint piping or restraint.

H. JOINT RESTRAINT GLANDS FOR PVC PIPE

1. Use thrust restraint glands ensuring 360 degree contract between the gland and the pipe wall. Use Uni-Flange Series 1300 joint restraint devices as manufactured by Ford Meter Box Company, Inc. or approved other. Use thrust restraint glands for PVC pipe on each mechanical joint connection 6" in diameter or larger.

I. PETROLEUM-RESISTANT GASKETS

1. Where noted on the drawings, provide petroleum-resistant gaskets for push-on and mechanical joint fittings. Petroleum-resistant gaskets shall be manufactured from Nitrile in accordance with AWWA C111.

J. STAINLESS STEEL ALL-THREED RODS

1. Use 3/4" diameter stainless steel all-thread rods complying with ASTM Type 303 stainless steel. Use rods at field engineer's discretion or as shown on the Plans. Cost associated with contractor installation, equipment, materials, etc., is incidental to the cost for pipe.

K. SERVICE SADDLES

1. Use service saddles as manufactured by Ford Meter Box Company, or approved equal, with all service connections made on PVC or asbestos cement pipe.

L. FIRE HYDRANTS

1. GENERAL

- a) Use fire hydrants complying in all respects with the lasts revision for AWWA C502. Use fire hydrants with one (1) 4-1/2" pumper nozzle with National standard Thread and two (2) 2-1/2" bronze hose nozzles with National Standard Thread. Secure all caps with long heavy chains. Use hydrants with a one piece bronze operating nut to be opened in a counterclockwise direction. Use hydrants with a compression main valve, bronze set ring with bronze seating. Bronze upper plate, high tensile steel stem, and O-ring seals. The inlet valve opening shall be 5-1/4" diameter with 6-1/2" ID standpipe section and a 6" high strength cast iron inlet connection.
- b) Use hydrants with replaceable, breakable sections, or components such that in the event the barrel is broken off, the valve will remain closed, the barrel will not be damaged, and the stem will not be bent.
- c) Furnish hydrants from the factory with one shop coat of bright red Inertol Rust Inhibitive Primer No. 621 with a minimum dry mil thickness of 1.5
- d) Use Mueller Super Centurion 250, Kennedy, or approved other.

2. HYDRANT VALVES

- a) Equip. all 5-1/4" hydrants with 6" gate valves as shown on the drawings.

3. ANCHORING TEE

- a) Use standard mechanical joint anchoring tees with a split ductile iron rotating gland on the branch. Use trim tyte ductile iron rotating gland on the other. Use hydrant connecting pieces as manufactured by American Cast Iron Company, Birmingham, Alabama, No. A108954 or approved equal.

M. COPPER TIRE

1. PIPE

- a) USE Type "K" soft copper tubing complying with ASTM Specifications B88 and AWWA Specifications C800. Install service lines with a continuous run of pipe from the main to the meter.

2. FITTINGS

- a) All fittings or unions for the copper service lines shall be of standard brass compression stop type for flared connections. Threads on fittings shall conform to AWWA C800, "Standard Threads for Underground Service Line Fittings."

3. VERIFICATION

- a) Verify the size of existing service lines prior to installation of replacement or relocated service lines. Notify the Engineer prior to installation of any discrepancies between plan information and field verified information.

N. POLYETHYLENE PIPE

1. PIPE

- a) Use copper tubing size P.E. Municipal Service tubing complying with ASTM Specifications ASTM D2737. Install service lines with a continuous run of pipe from the main to the meter. All P.E. service lines shall be installed with a continuous run of tracer wire.

2. FITTINGS

- a) All fittings or unions for the P.E. service lines shall be of standard brass type for pack joint connections. Threads on fittings shall conform to AWWA C800, "Standard Underground Service Line Fittings."

3. VERIFICATION

- a) Verify the size of existing service lines prior to installation of replacement or relocation service lines. Notify the Engineer prior to installation of any discrepancies between plan information and field verified information.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the area and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 FIELD MEASUREMENT

- A. Make necessary measurements in the field to assure precise fit.

3.3 HANDLING

- A. Handle pipe accessories so as to ensure deliver to the trench in sound, undamaged condition:
 - 1. Carry pipe into position; do not drag.
 - 2. Use pinch bars or tongs for aligning or turning the pipe only on the bare end of the pipe.
- B. Thoroughly clean interior of pipe and accessories before lowering pipe into trench. Keep clean during laying operations by plugging or other method approved by the Engineer.
- C. Before installation, inspect each piece of pipe and each fitting for defects: Material found to be defective before or after laying: Replace with sound material meeting the specified requirements, and with out additional cost to the Owner.
- D. Store rubber gaskets in a cool dark place until just prior to time of installation.

3.4 PIPE CUTTING

- A. Cut pipe neatly and without damage to the pipe.
- B. Unless otherwise recommended by the pipe manufacturer, and authorized by the Engineer, cut pipe with mechanical cutter only.
 - 1. Use wheel cutters when practical.
 - 2. Cut plastic pipe square, and remove all burrs.

3.5 LOCATING

- A. Locate water line at least ten feet away, horizontally, and 18 inches, vertically, from sewer line.
- B. Do not place water lines in the same trench with sewer lines or electric wiring.

3.6 PLACING AND LAYING

- A. GENERAL
 - 1. Lower pipe accessories into trench by means of derrick, ropes, belt slings, or other equipment approved by the Engineer.
 - 2. Do not dump or drop pipe work materials
 - 3. Lay pipe with the bells facing in the direction of lying, except where necessary in making connections to other lines.
 - 4. Rest the full length of each section of pipe solidly on the pipe bed, with recesses excavated to accommodate bells, couplings and joints.
 - 5. Take up and relay pipe that has the grade or joint disturbed after laying.
 - 6. Do not lay pipe in water, or when trench conditions are unsuitable for the work.
 - 7. Securely close open ends of pipe, fittings, and valves when work is not in process.
 - 8. Where any of coating or lining is damaged, repair to the approval of the Engineer and at no additional cost the Owner.
 - 9. All pipe laying shall be in strict accordance with manufacturer's recommendations and installation manual unless otherwise specified.

3.7 JOINTING

- A. ASBESTOS CEMENT PIPE
 - 1. Install couplings in accordance with AWWA C603.
 - 2. Install heavy couplings for service line connections in accordance with the recommendations of the manufacturer.

3.8 THRUST BLOCKING

- A. GENERAL
 - 1. Provide thrust blocks on plugs, caps, tees and bends deflecting 11-1/4 degree or more either vertically or horizontally.
 - 2. Provide KDOH Class B concrete for thrust blocking
- B. INSTALLATION
 - 1. Prepare trench well or other supporting each surface by exposing firm undisturbed soil just prior to concrete placement.

2. Place thrust blocks as shown in the typical details with sufficient volume of concrete.
3. Sides of thrust blocking not subject to thrust may be placed against forms.
4. Place thrust blocking so the fitting joints will be accessible for repair.
5. Place polyethylene wrap around fittings, bolts, and glands to prevent exposure to concrete.

3.9 INSPECTING

A. PRESSURE PIPING

1. Closing uninspected work, do not allow or cause any of the work of this Section to be covered up or enclosed until after it has been completely inspected and tested, and has to be approved by the Engineer.

3.10 TESTING AND DISINFECTION

A. SCOPE

1. The Contractor shall furnish all materials, equipment, tools, and labor necessary to perform all of the tests called for and required herein. The hydrostatic tests shall consist of a pressure test and leakage test. The Contractor may backfill the pipe at his discretion; however, if the pipe has to be repaired it shall be uncovered, repaired and backfilled at no expense to the Owner.

B. PRESSURE TESTS

1. GENERAL

After the trench has been backfilled as specified, all newly laid pipes, or any valved section thereof, shall be subjected to 150 psi pressure test under the supervision of the Engineer and the Water Superintendent.

2. LENGTH OF TEST

The duration of each pressure test shall be two hours, after reaching 150psi.

3. PROCEDURE

Each valve section of the pipe shall be slowly filled with water and the specified test pressure and the specified test pressure applied by means of pump connected to the pipe in a manner satisfactory to the Engineer. The pump, pipe connections, gauges, and connections shall be made at the highest point in the test section or provisions made for pressure differentials due to elevations. The test pressure may not vary ± 2 psi for the duration of the test. Provide pressure gauge with ability to read pressure increments of 1 psi.

4. EXPELLING AIR

Before applying the test pressure, all air shall be expelled from the pipe. If hydrants or blow off valves are not available at high places, the Contractor shall make the necessary taps (requires service clamp and corporation stop) at points of highest elevation before the test is made with the approval of the engineer. These taps shall be left in place and location marked.

5. DEFECTS

Any cracked or defective pipes, fittings, valves or hydrants discovered in consequence of this pressure test shall be removed and replaced by the Contractor with new material in the manner specified and the test shall be repeated until satisfactory to the Engineer.

C. LEAKAGE TEST

1. GENERAL

Leakage test shall be conducted concurrently with the pressure test. The duration of each leakage test shall be two hours and during the test, the main shall be subject to 150 psi pressure.

2. PERMISSABLE LEAKAGE

Leakage is defined as the quantity of water to be supplied into the newly laid pipe, or any valve section thereof, necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled.

Allowable Leakage Per 1,000 Feet of Pipeline			
Pipe Size (Inches)	Maximum Loss (Gal.Hr.)	Test Pressure (PSI)	Test Period (Hours)
8	1.66	150	2
12	1.10	150	2
10	0.92	150	2
8	0.74	150	2
6	0.55	150	2

3. PROCEDURE

Each end of the main shall be capped. The main shall then be filled slowly with water by means of a pump connected to the low end of the main. The pump shall be connected to the main in a manner satisfactory to the Engineer. Provisions shall be made at the high end of the main to expel all air from the line. After all air has been expelled from the main, the water pressure in the main shall then increase gradually to 150 psi. After the pressure is stabilized to 150 psi the test shall begin. Water required to maintain 150 psi shall be withdrawn from a calibrated container. The outlet end of any pressure regulating device shall discharge into the calibrated container in order to accurately determine the actual amount of water required to maintain the required 150 psi water pressure within the test section. Should a test of the pipe disclose leakage greater than that specified, the Contractor shall, at his own expense, repair the defective joints or sections until the leakage is within the specified allowance.

4. FINAL ACCEPTANCE

No pipe installation will be accepted until the leakage is less than the number of gallons per hour as specified in the above table for the size pipe being tested.

D. DISINFECTIONS

1. All completed water mains, valves, tees, crossed, etc., shall be disinfected in accordance with "AWWA Standard for Disinfecting Water Mains ANSI/AWWA C651-99" and in accordance with the following requirements:
2. The mains shall be thoroughly disinfected before being placed in service by the use of chlorine and chlorine compounds in such amount as to produce a concentration of at least 50 PPM and a residual of at least 25 PPM at the end of 24 hours.
3. The chlorine residual at the end of the 24 hour period will be verified by the Contractor in the presence of the Engineer and a representative of the County Health Department. If the chlorine residual in the main is less than 25 ppm, the main shall be disinfected again.
4. After the chlorine residual has been verified, the main shall be thoroughly flushed until the chlorine concentration is found to be at levels equal to levels within the surrounding water system. A water sample shall be taken at the time for a bacteria test to be performed by a state certified laboratory. The Contractor will be responsible for sampling and testing at his own expense.
5. All water used in disinfection shall be dechlorinated and approved by the Engineer prior to discharge to surface water or surrounding area.

Permits

DEPARTMENT OF THE ARMY
EASEMENT AND CONSENT TO EASEMENT
FOR PIPELINE RIGHT-OF-WAY
LOCATED ON
BARKLEY DAM AND LAKE BARKLEY PROJECT
Lyon County, Kentucky

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2668, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to, LYON COUNTY WATER DISTRICT hereinafter referred to as the grantee, an easement and consent to easement for right of way for the placement, operation, and maintenance of an 8-inch waterline, hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified in Exhibit "A", hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

THIS EASEMENT AND CONSENT TO EASEMENT is granted subject to the following conditions.

1. TERM

This easement is granted for a term of 20 years, beginning 3 June 2013, and ending June 2, 2033.

2. CONSIDERATION

a. The grantee shall pay in advance to the United States the amount of \$6,000.00 (SIX THOUSAND DOLLARS) in full for the term hereof to the order of the F.A.O., USAED, Nashville District and delivered to the Chief, Real Estate Division, U.S. Army Corps of Engineers, P.O. Box 1070, Nashville, Tennessee 37202-1070.

b. All consideration and other payments due under the terms of this easement must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, 31 U.S.C. Section 3717. This statute requires the imposition of an interest charge for the late payment of debts owed to the United States, an administrative charge to cover the costs of processing and handling delinquent debts, and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of debts. Interest will accrue from (the due date) (the later of the due date or the date notification of the amount due is mailed to the grantee). An administrative charge to cover the cost of processing and handling each payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of the delinquency and will continue to accrue until the debt is paid in full.

(3) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the grantee, to Lyon County District, 5464 U.S. Highway 62 West, Kuttawa, Kentucky 42055 and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, P.O. Box 1070, Nashville, Tennessee 37202-1070, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Nashville District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for

damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

14. REQUIRED SERVICES

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

15. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

16. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

17. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted.

Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

18. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

19. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

20. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

21. RESTORATION

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall

fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

22. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

23. RIGHT TO FLOOD

This easement is granted subject to the perpetual right of the United States to flood the right-of-way as may be necessary by the operation and maintenance of the Barkley Dam and Lake Barkley Project.

24. SITE SPECIFIC

The U.S. Fish and Wildlife Service (USFWS) indicated the Indiana bat is the only federal listed species that has the potential to occur within the vicinity of the project area. USFWS recommended that trees obtaining diameters greater than 5" at breast height only be removed between the dates of October 15 to March 31. Clearing or the removal of trees outside the parameters of these dates would require further consultation to meet compliance with Section 7 of the Endangered Species Act of 1973.

CONSENT TO EASEMENT STRUCTURE

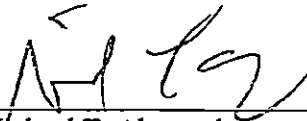
Whereas, the United States has acquired a perpetual flowage easement over Tract No.2207E, Barkley Dam and Lake Barkley Project, recorded in the records of Lyon County, Kentucky and by virtue of deed dated 10 November 1959, recorded in Deed Book 49, page 65, Lyon County, Tennessee. Said easement grants to the United States the right of prior approval for any structure to be located within the easement area, which area is under the administrative control of the Nashville District Corps of Engineers. The United States has been requested to give consent for the placement and maintenance of an 8-inch waterline on the above identified tract.

The United States hereby gives consent to Lyon County Water District, for the placement, maintenance, and use of an 8-inch waterline at the location shown in green on Exhibit "A" attached hereto. The giving of this consent does not in any way subordinate the United States prior easement rights. The United States shall in no case be liable for any damage or injury to the structures herein consented to, which may be caused by any action of the United States under its easement, or that may result from future operations undertaken by the United States' easement rights. The United States shall not be responsible for damage to property or injuries to person, which may arise from or be incident to the exercise of the consented activity.

This instrument is effective only insofar as the rights of the United States in the premises are concerned; and the consentee shall obtain such permission as may be required on account of any other existing rights. It is understood that this consent does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the premises.

THIS EASEMENT AND CONSENT TO EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

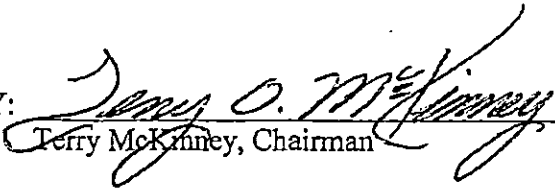
IN WITNESS WHEREOF I have hereunto set my hand by authority/direction of the Secretary of the Army this 15 day of August, 2013.



Michael T. Abernathy
District Chief of Real Estate
Real Estate Contracting Officer
U.S. Army Corps of Engineers
Nashville District

THIS EASEMENT AND CONSENT TO EASEMENT is also executed by the grantee this 6th day of June, 2013.

LYON COUNTY WATER DISTRICT

BY: 

Terry McKinney, Chairman

CORPORATE CERTIFICATE

I, Chris SUTTER certify that I am the Secretary
of Lyon County Water District, that Terry McKinney who signed the
foregoing instrument on behalf of Lyon County Water District was then
Chairman of the corporation. I further certify that the said officer was
acting within the scope of powers delegated to this officer by the governing body of Lyon
County Water District in executing said instrument.

Chris Sutter
Signature of Clerk or other Certifying Official
6-6-13
(Date)

(Affix Corporate Seal)

ACKNOWLEDGMENT

STATE OF ky)
COUNTY OF Letcher) : ss

On this 6 day of June, 2013 before me the undersigned Notary Public, personally appeared Terry O. McKinney, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Shannon Egan
Notary Public

My Commission Expires:

2/23/16

ACKNOWLEDGMENT

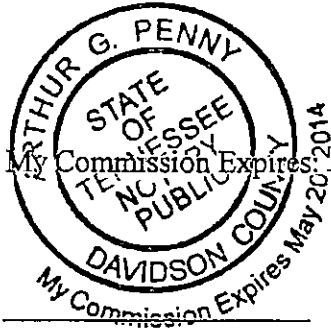
STATE OF TENNESSEE

: SS

COUNTY OF DAVIDSON

On this 15 day of August, 2013, before me the undersigned Notary Public, personally appeared Michael T. Abernathy, District Chief of Real Estate Division, Real Estate Contracting Officer, U.S. Army Engineer District, Nashville District, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



APJ
Notary Public

THIS INSTRUMENT PREPARED BY:

Mickie Porter
MICKIE PORTER, Realty Specialist for the
Nashville District, U. S. Army Corps of Engineers

REVIEWED FOR LEGAL SUFFICIENCY BY:

Kathleen E. Parks
KATHLEEN PARKS, Attorney



Line Table for Lengths not shown on map		
L1	S15°20'48"E	33.80
L2	S47°38'47"W	90.66
L3	S40°06'44"E	104.97
L4	S41°56'47"E	299.77
L5	S36°29'42"E	111.09
L6	S10°26'40"W	46.71
L7	S30°30'29"	127.24
L8	S25°41'53"E	135.60
L9	S18°22'24"E	195.80
L10	S11°11'27"E	158.81
L11	S06°13'32"E	128.19
L12	S00°00'35"W	200.09
L13	N69°47'31"E	47.56
L14	S79°41'38"E	50.95
L15	S47°26'09"E	47.50
L16	S10°41'37"E	91.48
L17	S26°52'15"E	78.90
L18	S39°14'11"E	113.58
L19	S33°17'24"E	121.06
L20	S55°49'32"W	72.22
L21	S35°39'19"E	100.95
L22	S42°55'16"E	149.32
L23	S59°06'20"E	273.73
L24	S69°21'45"E	152.35

Acerage Per Tract Easement		
1808		0.99
2207		1.35
2208		0.43
Total		2.77

Consent to Easement		
2207E		10.05

Legend	
	Monument
	Consent to Easement = 10.05 ac
	Easement = 2.77 ac
	Waterline
	Tract
	Government Boundary Line

**Barkley Dam and Lake Barkley
 Easement and Consent to Easement
 to
 Lyon County Water District
 for
 Waterline**

Scale: 1" = 500' March 2013
Exhibit "A"

Image courtesy of USGS



STEVEN L. BESHEAR
GOVERNOR

LEONARD K. PETERS
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WATER
200 FAIR OAKS LANE, 4TH FLOOR
FRANKFORT, KENTUCKY 40601
www.kentucky.gov

April 28, 2015

Ms. Dixie Cayce
Lyon Co Water District
P. O. Box 489
Kuttawa, KY 42055

RE: DWL12072, F12-02
Lyon Co Water District--33997
Contracts 1 and 2
Activity ID: FGL20130002

Dear Ms. Case:

The Kentucky Division of Water (DOW) has reviewed for completeness and adequacy the construction plans and specifications submitted for the above referenced contracts. The DOW now approves these plans and specifications with respect to sanitary features of design in accordance with the requirements contained in the attached construction permit. These plans consist of 850 linear feet of 4 inch PVC water line, 17,800 linear feet of 6 inch PVC water line, 34,470 linear feet of 6 inch PVC water line, and 3,650 linear feet of 8 inch DI water line.

The approval conditions and a list of eligible/ineligible items are enclosed. Please note that ineligible items cannot be funded using State Revolving Fund (SRF) monies, and must be paid by other funding sources.

We are enclosing one (1) set of approved plans and specifications. An identical set should be made available at the project site at all times. If modifications are made to these plans and specifications before bidding, four (4) complete sets of as-bid plans and specifications must be submitted to the DOW for approval. A second DOW construction approval must be issued by separate correspondence before proceeding with advertising for bids. Any red line changes that were made by DOW personnel on the approved plans shall be incorporated into the bid set plans unless an alternative is approved.

You may now advertise for bids on the construction of this project. In addition to other notifications, this project must be advertised in the newspaper of the largest daily circulation in the project area.

You are cautioned not to advertise unless you have a proper wage decision. The Federal Davis-Bacon wage rates and Kentucky prevailing wage rates are applicable for this project. Please contact all other funding sources for their requirements pertaining to federal or state wage rates.

You are reminded that the construction contracts are subject to the equal employment opportunity requirements contained in Executive Order 11246. Equal employment opportunity affirmative action by the prime contractors and all subcontractors is mandated throughout the duration of the contract. Documentation of efforts to comply with Executive Order 11246, Equal Employment Opportunity is required to be kept by the borrower.

Review the attached Project Review and Cost Summary form for details of the information to be collected and retained in your files or to be submitted to DOW for review and approval. This form must be completed, signed by the recipient, and with the necessary information be then forwarded to the DOW. This signature will certify that all the information to be retained by the recipient has been secured and is available for review by the Division at the pre-construction conference. The required information must be approved by the DOW before executing any contracts.

Along with the Project Review and Cost Summary form, the following items must be submitted to the DOW for review and approval before executing any contracts:

- The bid advertisement
- Revised Project Budget
- Certified bid tabulation
- Documentation of compliance with DBE Good Faith Effort in accordance with 40 CFR 33.301

These items will be reviewed as a part of the Authority to Award process. The DOW will authorize you to award the contracts once these documents are approved

After the Notice to Proceed is signed, the DOW will need a copy of the executed contract documents, including plans and specifications.

Changes orders will require approval from the DOW before payment can be authorized from the State Revolving Fund. Submission of plans and specifications may be required for change order work.

Upon completion of the project, as-built drawings shall be provided to the DOW. As-builts shall be stamped, signed and dated by a professional engineer. A written certification stating that the project was constructed according to the approved plans shall be provided to the DOW by a professional engineer.

The construction permit included in this letter has been issued under the provisions of KRS Chapter 224 and the regulations promulgated pursuant thereto. Issuance of this approval does not relieve the applicant from the responsibility of obtaining any other approvals, permits or licenses required by this Cabinet and other state, federal and local agencies.

DWL12072, F12-02
Lyon Co Water District--33997
Contracts 1 and 2
Activity ID: FGL20130002
April 28, 2015
Page 3 of 3

You are cautioned that the advertisement and award of this contract will be subject to the laws and regulations that govern the State Revolving Fund (SRF) and to the conditions of your loan agreement. If we can be of further assistance, please call William Wright, Project Engineer, at (502) 564-3410, extension 4829.

Sincerely,



Mark Rasche, P.E.
Supervisor, Engineering Section
Water Infrastructure Branch
Division of Water

MR:WW

Enclosures

Eligible List, Ineligible List, Approval Conditions
Project Review and Cost Summary Form
1 set plans and specification

C: HDR Engineering (by e-mail only)
Kentucky Infrastructure Authority (by e-mail only)
Cabinet for Economic Development (by e-mail only)
Lyon County Health Department (by e-mail only)
Division of Plumbing (by e-mail only)

SRF ELIGIBLE ITEMS:

Contract No. 1: No ineligible items determined

Contract No. 2: No ineligible items determined

SRF INELIGIBLE ITEMS:

Contract No. 1: No ineligible items determined

Contract No. 2: No ineligible items determined

APPROVAL CONDITIONS:

CLEAN WATER SRF DRINKING WATER SRF
EPA GRANT
PROJECT REVIEW AND COST SUMMARY

THIS QUESTIONNAIRE/CHECK SHEET IS FURNISHED AS AN ADMINISTRATIVE AID AND IS REQUIRED FOR USE IN SUPPLYING INFORMATION AND DOCUMENTS, REPORTING MINOR CHANGES AND PROJECT STATUS. THE INFORMATION AND DOCUMENTS SHOULD BE SUBMITTED TO DOW AS SOON AS POSSIBLE AFTER BID OPENING.

SECTION 1.

1. Project Name _____ Project Number _____
2. **Changes: Have there been any changes in the project since DOW's approval of the plans and specifications?**
- Yes No Construction Drawings. If yes, submit revised drawings and addenda. See Note*
- Yes No Specifications. If yes, submit addenda. See Note*
- *Note: Prior approval is required for changes in design, scope, type of treatment, size, capacity, time to complete the project, etc. Changes, which result in increase in the amount of a contract, must be procured in accordance with state and federal requirements, as applicable.
- Yes No Site Changes. If so, new Clear Site Certificates are required prior to start of construction.
- Yes No Authorized Representative (Mayor, City Manager, etc.). If so, provide name and title.

SECTION 2.

Date Bids Opened: _____ **Date Bids Expire:** _____

1. The following items should be submitted to DOW after bid opening:
- A. Executed Project Review & Cost Summary Form (this form).
 - B. Original bid advertisement or copy of advertisement with affidavit of publication.
 - C. Revised Budget (copies attached, use appropriate form).
 - D. Certified Bid Tabulations with engineer's seal.
 - E. DBE Documentation (See Attachment No. 12 of the Supplemental General Conditions (SGC)):
 - Disadvantaged Business Enterprise Participation Policy from the successful low bidder with DBE certifications and executed subcontracts with DBEs or letters of intent signed by both parties; and documentation on the level of effort taken to obtain DBEs including copies of correspondence with DBE contractors, requesting quotes and copies of any advertisements

soliciting DBE contractors, copies of returned envelopes and certified mail receipts, telephone log, etc.

- Bidder's List Form from recipient and successful bidder.
- EPA Form 6100-3 from DBE subcontractors.
- EPA Form 6100-4 from successful bidder.

2. The following items must be submitted to DOW at the Pre-construction Meeting:

- A. Executed Contract Documents (once contract is signed).
- B. Notice of Award, Notice To Proceed, Bid Bond, Payment Bond, and Performance Bond.
- C. Contractor's Certification Regarding Lobbying (See Attachment No. 11 in the SGC).
- D. Contractor's Debarred Firm Certification (See Attachment No. 10 in the SGC).

3. A copy of the items identified in Section 2.1 and Section 2.2, above, and the following must be retained by the owner. This documentation is subject for review, by DOW, at the time of the pre-construction conference.

- A. Name and qualifications of the proposed resident inspector(s).
- B. Proposal of the successful bidder(s).
- C. EEO documentation required by Executive Order 11246 as amended. Items 1 through 11 (See Attachment No. 7 in the SGC), is required for all contracts over \$10,000 except supplier contracts. Supplier contracts require:
 - 1. Name, address, and telephone number.
 - 2. Materials to be supplied and dollar value.For contracts below \$10,000, the same information required for supplier contracts must be submitted.
- D. Engineer's letter to the loan recipient recommending award of the contract. Letter must include a description of work, dollar amount, and name of the low bidder. If award is recommended to be made to other than the low bidder, a justification indicating why the low bidder is not responsive or responsible.
- E. Contractor project construction schedule and payment schedule.
- F. Applicable wage rate determination letter.
- G. Tentative Award Resolution.

4. Comments: _____

I hereby certify that all documentation outlined in Section 2.1, 2.2 and 2.3 will be retained in our project files and all documentation outlined in Section 2.1 has been submitted to DOW and all documentation outlined in Section 2.2 will be submitted to DOW during the Pre-con meeting.

_____ **Date:** _____

Signature of Authorized Representative

Name and Title

Attachment

Drinking Water SRF Project Cost Summary

Project Title: _____ WRIS#: WX

Project Budget: Estimated As Bid Revised

Cost Classification	enter date		enter date				enter date		Total
	DWSRF KIA Loan	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Funding Source 5	Local Funds	Unfunded Costs	
1 Administrative Expenses									
2 Legal Expenses									
3 Land, Appraisals, Easements									
4 Relocation Expenses & Payments									
5 Planning									
6 Engineering Fees – Design									
7 Engineering Fees – Construction									
8 Engineering Fees – Inspection									
9 Engineering Fees – Other									
10 Construction									
11 Equipment									
12 Miscellaneous									
13 Contingencies									
Total									

Funding Sources	Amount	Date Committed
1		
2		
3		
4		
5		
Total		

Local Funding Sources	Amount	Date Committed
1		
2		
3		
Total		

Total Funding _____

Cost Categories	Funding Source	Total Cost
Treatment		
Transmission and Distribution		
Source		
Storage		
Purchase of Systems		
Restructuring		
Land Acquisition		
Total Costs		

KENTUCKY TRANSPORTATION CABINET
Department of Highways
Permits Branch

original

TC 99-1E
Rev. 04/2008

Released Date _____

ENCROACHMENT PERMIT

PERMIT NO. 01-0286-11

<p>APPLICANT IDENTIFICATION: NAME: <u>Lyon County Water District</u> CONTACT PERSON: <u>David Lovett</u> ADDRESS: <u>P.O. Box 489</u> CITY: <u>Kuttawa</u> STATE: <u>Kentucky</u> ZIP CODE: <u>42055</u> PHONE: area code (<u>270</u>) <u>388-0271</u></p>	<p>PROJECT IDENTIFICATION: ACCESS CONTROL: <input checked="" type="checkbox"/> By Permit <input type="checkbox"/> Partial <input type="checkbox"/> Full COUNTY: <u>Lyon</u> PRIORITY ROUTE NO. <u> </u> MILEPOINT: <u>4.097-4.921</u> PROJECT STATUS: <input checked="" type="checkbox"/> Left <input checked="" type="checkbox"/> Right <input checked="" type="checkbox"/> X-ing PROJECT # STATE: <input type="checkbox"/> Maint. <input checked="" type="checkbox"/> Const. <input checked="" type="checkbox"/> Design PROJECT # FEDERAL: _____ ROAD/STREET NAME: <u>KY 295 - Dycusburg Road</u></p>
<p>TYPE OF ENCROACHMENT: <input type="checkbox"/> COMMERCIAL ENTRANCE - BUSINESS* <input type="checkbox"/> PRIVATE ENTRANCE: <input type="checkbox"/> Single Family <input type="checkbox"/> Farm <input checked="" type="checkbox"/> UTILITY: <input type="checkbox"/> Overhead <input checked="" type="checkbox"/> Underground <input type="checkbox"/> GRADE: <input type="checkbox"/> Fill <input type="checkbox"/> Landscape on R/W <input type="checkbox"/> AIRSPACE: <input type="checkbox"/> Agreement <input type="checkbox"/> Lease <input type="checkbox"/> OTHER: (Specify) _____</p> <p><small>*Electronic PDF file required of final plans and specifications</small></p>	<p>ATTACHMENTS: <input type="checkbox"/> Standard Drawings (List on TC 99-21 under Misc.) <input checked="" type="checkbox"/> Applicant's Plans <input type="checkbox"/> Highway Plan and Profile Sheets <input type="checkbox"/> TC 99-3 (Pending Encroachment Specs. and Conditions) <input type="checkbox"/> TC 99-4 (Rest Area Usage Specs. and Conditions) <input type="checkbox"/> TC 99-5 (Tree Cutting/Trimming Specs. and Conditions) <input type="checkbox"/> TC 99-6 (Chemical Use of Specs. and Conditions) <input checked="" type="checkbox"/> TC 99-10 (Typical Highway Boring Crossing Detail) <input type="checkbox"/> TC 99-12 (Overhead Utility Encroachment Diagram) <input type="checkbox"/> TC 99-13 (Surface Restoration Methods) <input type="checkbox"/> TC 99-21 (Encroachment Permit General Notes and Specs.) <input type="checkbox"/> TC 99-22 (Agreement for Services to be Performed) <input type="checkbox"/> TC 99-23 (Mass Transit Shelter Specs. and Conditions) <input type="checkbox"/> Other Attachments (Specify): _____</p>
<p>TYPE OF INDEMNITY: <input checked="" type="checkbox"/> Bond <input type="checkbox"/> Cash <input checked="" type="checkbox"/> SELF-INSURED AMOUNT ENCUMBERED \$ <u>5000⁰⁰</u> <input type="checkbox"/> OTHER _____</p>	
<p>NAME AND ADDRESS OF LOCAL INSURANCE AGENCY OR SELF-INSURED REPRESENTATIVE: </p>	
<p>IDEMNITY: The applicant, in order to secure this obligation, has deposited with the Transportation Cabinet as a guarantee of conformance with the Department's Encroachment Permit requirements, an indemnity in the amount of \$ _____ as determined by the as determined by the Department. It shall be the responsibility of the applicant or permittee, his heirs and assignees to keep all indemnities in full force until construction or reconstruction has been completed and duly accepted by an authorized agent of the Transportation Cabinet, Department of Highways.</p>	
<p>BRIEF DESCRIPTION OF WORK TO BE DONE. The project shall include the installation of an 8" PVC watermain under and along KY 295 (Dycusburg Road) in Kuttawa, KY. The encroachment shall include the bore installation of approximately 50' of 16" steel encasement crossing KY 295 and the trench installation of approximately 730' of 8" PVC watermain along the west and east sides of KY 295 terminating approximately 225' north of the intersection of KY 295 and the Paducah & Louisville Railroad Bridge. Upon completion of the work, all right-of-way disturbed by the construction process will be returned to its previous condition. As required per our specifications, work will not be permitted until proper traffic control measures are implemented.</p>	
<p>IMPORTANT (PLEASE READ): Applicant <input type="checkbox"/> does <input checked="" type="checkbox"/> does not intend to apply for excess R/W.</p>	

When the work is completed in accordance with the terms of this encroachment permit, your indemnity will be released. However, the permit is effective until revoked by the Transportation Cabinet and the terms on the permit accompanying permit documents and drawings remain in effect as long as the encroachment exists. **FUTURE MAINTENANCE OF THE ENCROACHMENT IS THE RESPONSIBILITY OF THE PERMITEE.** It is important that you understand the requirements of this encroachment permit application and accompanying documents. If you have not done so, it is suggested that you review these documents and place the permit package in a safe place for future reference.

A copy of this permit and all documents shall be given to your contractor and shall be readily available at the work site for the encroachment permit inspector to review at all times. Failure to meet this requirement may result in cancellation of this permit.

IN THE EVENT THIS APPLICATION IS APPROVED, THIS DOCUMENT SHALL CONSTITUTE A PERMIT FOR THE APPLICANT TO USE THE RIGHT-OF-WAY, BUT ONLY IN THE MANNER AUTHORIZED BY THIS DOCUMENT AND REGULATIONS OF THE DEPARTMENT AND THE DRAWINGS, PLANS, ATTACHMENTS, AND OTHER PERTINENT DATA ATTACHED HERETO AND MADE A PART HEREOF.

Permit No. _____

The permittee agrees to the following terms and conditions:

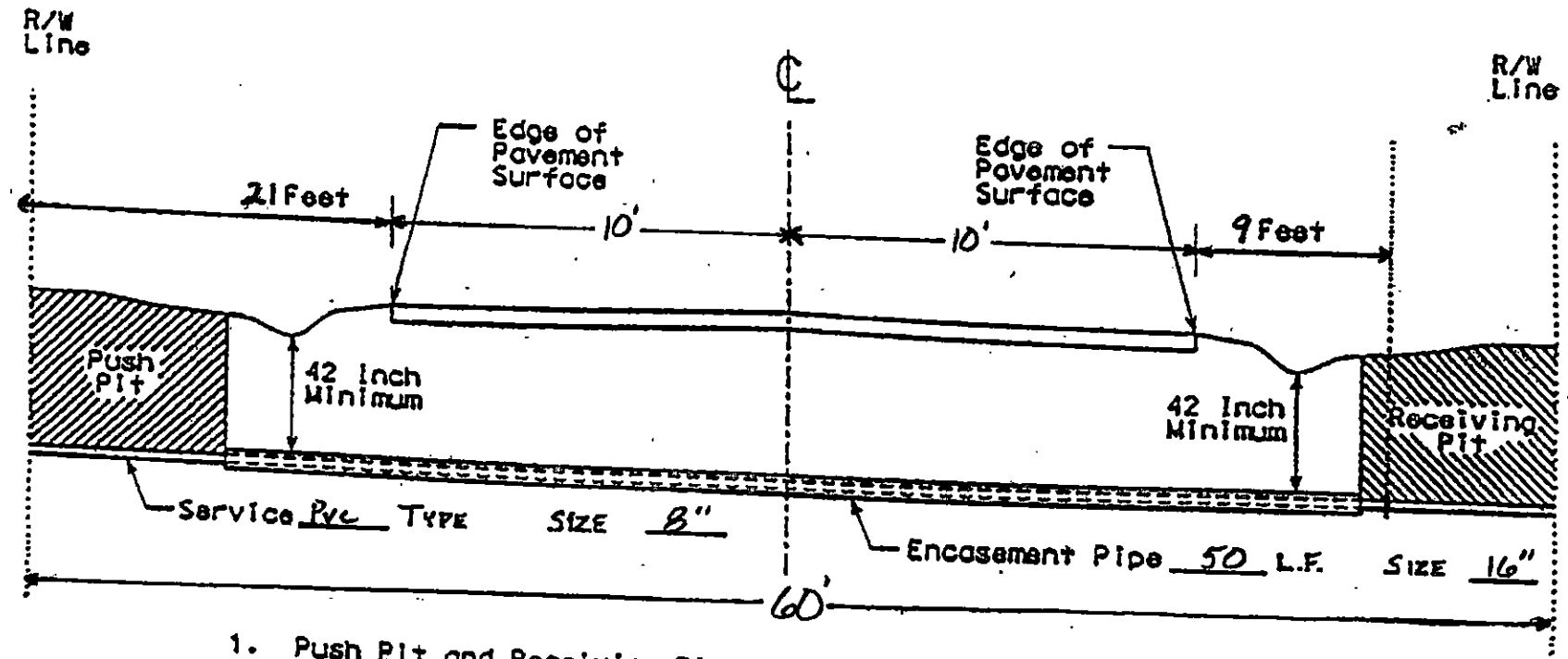
1. The permittee shall comply with and is bound by the requirements of the Department's Permits Manual as revised to and in effect on the date of the issuance of this permit which is made a part hereof by reference.
2. Permittee agrees that if the Department determines that vehicular capacity deficiencies or over capacity conditions develop as a result of the installation and use of this facility, the permittee shall adjust, relocate, or reconstruct the facilities and/or provide and bear the expenses for signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department and as set forth in the Department's Permit Manual within a reasonable length of time after receipt of written notice regarding such adjustments, relocation, additions, modifications, and/or corrective measures, such time to be specified in the notice. In cases where traffic signals are permitted or required, as determined by the Department policy then in force as set forth in the Traffic Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, at no expense to the Department. (This applies to Entrance Permits).
3. The said encroachment will not infringe on the frontage rights of an abutting owner without written consent of the said owner as hereto: "I(we) consent to the granting of attached permit."
Date _____ (This does not apply to utilities which serve the general public.)
4. Any permit granted hereunder shall be with the full understanding that it shall not interfere with any similar rights or permits heretofore granted to any other party except as otherwise provided by law.
5. A plan prepared by Florence & Hutcheson and dated April, 2011 is attached hereto and made a part hereof, which describes the facilities to be constructed by the permittee for which facilities this permit is granted. The permittee agrees as a condition to the issuance of the permit to construct and maintain such facilities in accordance with said plan, and the permittee shall not use the facilities authorized herein in any manner contrary to that prescribed by this permit and plan. Normal usage and routine maintenance only are authorized under this permit.
6. Permittee shall comply with the Manual on Uniform Traffic Control Devices as revised to and in effect on the date of the issuance of this permit which is made a part hereof by reference.
7. Permittee shall at all times from date when work is first commenced and until such time as all facilities are removed from the right-of-way premise, defend, protect, and save harmless the Department from all liability, claims, and demands arising out of work undertaken by the permittee pursuant to this permit, due to any negligent act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party or operate to enlarge any liability of the Department beyond that existing at common law if this right to indemnity did not exist.
8. Upon a violation of any of the provisions of this permit, the Department may revoke the permit by giving notice to the permittee in writing to remove from the right-of-way any facilities placed thereon within a reasonable time as set forth in the notice, and in the event said facilities are not so removed, and the right-of-way restored the department may cause same to be removed, and the costs thereof shall be charged to the permittee.
9. The permittee, his successors and assigns shall use the encroachment premises in compliance with all Federal requirements imposed pursuant to the provisions of the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000-1) and regulations of the U.S. Department of Transportation as set forth in Title 49 C.F.R., Part 21, and as said regulations may be amended.
10. Permittee agrees that in the event it should become necessary, as may be reasonably determined by the Department, for the facilities covered by this permit to be removed or relocated in connection with the reconstruction, relocation or improvements of the abutting highway, the Department may revoke this permit and require removal or relocation by the permittee at his own expense according and pursuant to the procedures provided in Paragraph 8 above except in those cases where the Department is required by law to pay any or all the same.
11. The permittee understands and agrees that this permit is personal to the permittee and shall not inure to his successors and assigns without the written approval of the Department that he is bound by the provisions of this permit as long as the encroachment exists unless a written release has been obtained from the Department. (Does not apply to utilities serving the general public.)
12. If the work authorized by this permit is on a project in the construction phase, it shall be the responsibility of the permittee to make personal contact with _____ Resident Engineer on the project to coordinate the permitted work with the State's prime contractor on the project.
13. This permit does not alleviate any requirements of any other government agency.
14. Permittee agrees to keep the priority route in which this permit was issued clear of dirt, mud, and debris during construction and for the life of this permit.

ANY ATTEMPT TO ALTER THIS FORM CONSTITUTES A VOID PERMIT.

THE UNDERSIGNED APPLICANT (being duly authorized representative/owner) DOES AGREE TO ALL TERMS AND CONDITIONS SET FORTH HEREIN.			
<input checked="" type="checkbox"/> January 1st, 20 12	<input type="checkbox"/> July 1st, 20	4-20-11	<i>Jerry O. McKinney</i>
Completion Date		Date	Signature
RECOMMENDED FOR APPROVAL			
<u>TET II</u>	<i>Randy O'Byrne</i>	<i>Henry Loken</i>	5/20/11
Title	Signature	Chief District Engineer	Date
PRIVATE ENTRANCE: TO BE COMPLETED BY PERSONNEL INSTALLING FACILITY.			
Installed By: _____			
Title	Signature	Date	
ANY ATTEMPT TO ALTER THIS FORM CONSTITUTES A VOID PERMIT.			

TYPICAL HIGHWAY BORING CROSSING DETAIL

Permit No. _____
 Route No. KY 295 (DYCUSBURG RD.)
 Pavement Width 20'



1. Push Pit and Receiving Pit shall be backfilled and thoroughly compacted.
2. All ditch lines are to remain open at all times.
3. Seed and straw all disturbed areas immediately after completing the work.
4. Provide traffic control as required to insure the safety of the traveling public in accordance with the current edition of the "Manual on Uniform Traffic Control Devices".

ALL SERVICES OVER 2" IN DIAMETER SHALL REQUIRE ENCASEMENT.

Notes for Figure 6H-10—Typical Application 10
Lane Closure on Two-Lane Road Using Flaggers

Option:

1. For low-volume situations with short work zones on straight roadways where the flagger is visible to road users approaching from both directions, a single flagger, positioned to be visible to road users approaching from both directions, may be used (see Chapter 6E).
2. The ROAD WORK AHEAD and the END ROAD WORK signs may be omitted for short-duration operations.
3. Flashing warning lights and/or flags may be used to call attention to the advance warning signs. A BE PREPARED TO STOP sign may be added to the sign series.

Guidance:

4. The buffer space should be extended so that the two-way traffic taper is placed before a horizontal (or crest vertical) curve to provide adequate sight distance for the flagger and a queue of stopped vehicles.

Standard:

5. **At night, flagger stations shall be illuminated, except in emergencies.**

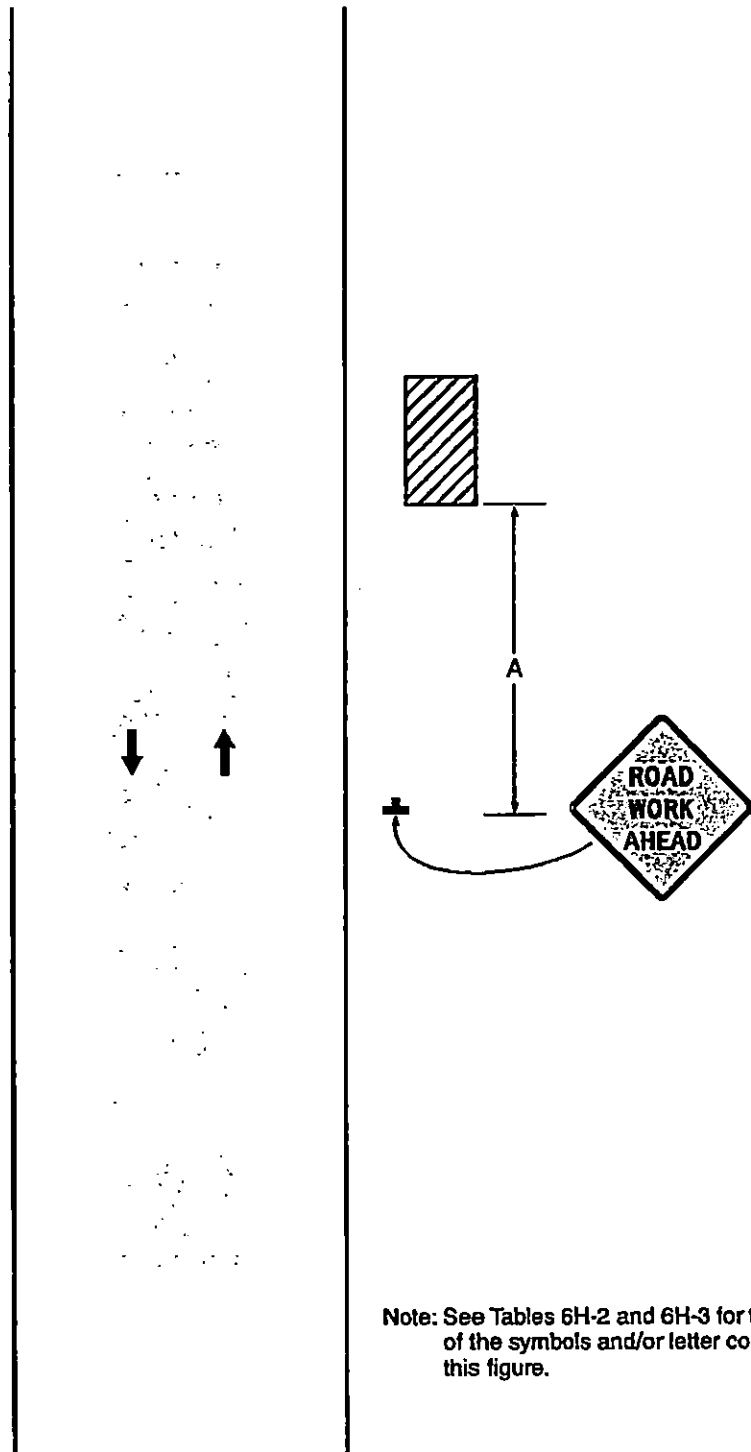
Guidance:

6. When used, the BE PREPARED TO STOP sign should be located between the Flagger sign and the ONE LANE ROAD sign.
7. When a highway-rail grade crossing exists within or upstream of the transition area and it is anticipated that queues resulting from the lane closure might extend through the highway-rail grade crossing, the TTC zone should be extended so that the transition area precedes the highway-rail grade crossing.
8. When a highway-rail grade crossing equipped with active warning devices exists within the activity area, provisions should be made for keeping flaggers informed as to the activation status of these warning devices.
9. When a highway-rail grade crossing exists within the activity area, drivers operating on the left side of the normal centerline should be provided with comparable warning devices as for drivers operating on the right side of the normal centerline.
10. Early coordination with the railroad company should occur before work starts.

Option:

11. A flagger or a uniformed law enforcement officer may be used at the highway-rail grade crossing to minimize the probability that vehicles are stopped within 4.6 m (15 ft) of the highway-rail grade crossing, measured from both sides of the outside rails.

Figure 6H-1. Work Beyond the Shoulder (TA-1)



Typical Application 1

Notes for Figure 6H-1—Typical Application 1
Work Beyond the Shoulder

Guidance:

1. *If the work space is in the median of a divided highway, an advance warning sign should also be placed on the left side of the directional roadway.*

Option:

2. The ROAD WORK AHEAD sign may be replaced with other appropriate signs such as the SHOULDER WORK sign. The SHOULDER WORK sign may be used for work adjacent to the shoulder.
3. The ROAD WORK AHEAD sign may be omitted where the work space is behind a barrier, more than 24 inches behind the curb, or 15 feet or more from the edge of any roadway.
4. For short-term, short duration or mobile operation, all signs and channelizing devices may be eliminated if a vehicle with activated high-intensity rotating, flashing, oscillating, or strobe lights is used.
5. Vehicle hazard warning signals may be used to supplement high-intensity rotating, flashing, oscillating, or strobe lights.

Standard:

6. **Vehicle hazard warning signals shall not be used instead of the vehicle's high-intensity rotating, flashing, oscillating, or strobe lights.**



U.S. Department
of Transportation
Federal Highway
Administration

Kentucky Division

March 18, 2013

330 West Broadway
Frankfort, KY 40601
PH (502) 223-6720
FAX (502) 223 6735
<http://www.fhwa.dot.gov/kyd/v>

In Reply Refer To:
HRW-KY

Mr. Michael W. Hancock, PE
Secretary
Kentucky Transportation Cabinet
200 Mero Street, Room 613
Frankfort, Kentucky 40622

Subject: Underground Utility Request
I-24 @ KY Hwy 903, Lyon County
Lyon County Water District, Permit T01-2012-13413

Dear Mr. Hancock:

We have reviewed the revised subject permit as submitted by the Kentucky Transportation Cabinet Maintenance Division. We hereby concur with the issuance of this permit to Lyon County Water District to place an underground water line on I-24 adjacent to Kentucky Highway 903 in Lyon County. All work shall be performed outside the Interstate right-of-way limits. Should you have any questions, please contact me at (502) 223-6741.

Sincerely,

David Whitworth
Realty Officer

cc: Ms. Nancy Albright, Director, Division of Maintenance



OLD TRADITIONS, NEW IDEAS!

VIA US PRIORITY MAIL

September 8, 2011

Mr. Charles D. McCann II, PE
Florence & Hutcheson, Inc.
2550 Irvin Cobb Drive
Paducah, KY 42003
(270) 444-9691
(270) 443-3943 Facsimile
cmccann@flohut.com

**RE: Paducah & Louisville Railway, Inc.
License Agreement No. PL-LC-003
For your client: Lyon County Water District**

Dear Mr. McCann:

Enclosed you will find an original fully executed document as above referenced. ~~You must contact Mr. Gerald Gupton at the Railway directly at (270) 444-4386~~ to request and receive approval of your work schedule. At that time, Mr. Gupton will advise if he deems flagmen necessary. Such flagmen will be provided by the Railway at the Licensee's sole risk and expense.

If you have any questions or concerns, I can be reached at 1-800-990-1961 or tbrockett@omegarail.com.

Yours truly,


Terrie A. Brockett
Contracts Administrator

Enc.

cc: Susan D. Clark – P&L
Kevin D. Brons – ORM
Kim A. Williams – ORM



**LICENSE AGREEMENT FOR UNDERGROUND
PIPELINES, CABLES AND CONDUITS**

THIS AGREEMENT is made and entered into as of the 7th day of September, 2011 by and between PADUCAH & LOUISVILLE RAILWAY, INC., (hereinafter "Railroad") and LYON COUNTY WATER DISTRICT, a Kentucky municipality (hereinafter "Licensee");

WITNESSETH:

1. Upon execution of this Agreement, the Licensee shall pay the sum of Five Hundred and No/100 Dollars (\$500.00) as a one-time document processing fee and the further sum of Three Hundred Fifty and No/100 Dollars (\$350.00) annually on August 1, 2011 for the term of this Agreement, beginning upon execution hereof, for the period of August 1, 2011 through July 31, 2012 (annual fees to be adjusted as follows). Railroad reserves the right to make adjustments in these charges.

The annual license fee specified above shall be adjusted annually (beginning with the payment due August 1, 2012) and shall be changed by the same percentage increase as reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1967=100)" specified for "All Items - United States" compiled by the Bureau of Labor Statistics of the United States Department of Labor (the "Index"). In no event shall the rent be less than the base rent payable as of the effective date of this License.

The current base rent payable shall be changed in accordance with the following:

- (a) The current base rent shall be adjusted annually, commencing August 1, 2012.
- (b) Each adjustment shall be made with reference to the price index for the fourth month immediately preceding the effective date of each adjustment (Current Price Index).
- (c) Each such adjustment shall be made by determining the percentage change of the then Current Price Index over the price index for the full calendar month of the effective date of this License ("Base Price Index").
- (d) Such percentage shall be computed by (i) obtaining the difference between the Current Price Index and the Base Price Index and (ii) dividing such difference by the Base Price Index.
- (e) The percentage thus determined shall be multiplied by the then applicable current base rent hereinabove set forth, and the product thus determined shall represent the change payable in addition to the current base rent until a subsequent adjustment shall be made under this section.

In the event the Index shall hereafter be converted to a different standard of reference base or otherwise revised, the determination of the percentage change shall be made with the use of such conversion factor, formula, or table for converting the Index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as shall be reasonably determined by Railroad. Railroad shall provide prior notice to Licensee of all increases in rent and, upon request from Licensee, shall provide the calculation used to determine the current base rent.

2. In consideration of the license fees to be paid by the Licensee and in further consideration of the faithful performance by the Licensee of the covenants herein contained, the Railroad, insofar as it lawfully may, hereby grants to the Licensee license and permission to construct and maintain one 16-inch steel pipeline containing one 8-inch pvc pipeline across, along and underneath the property of the Railroad at a location approximately 594 feet west of Mile Post 193 and 95 feet east of the centerline of Kentucky Highway 295 (Dycusburg Road) (hereinafter "Pipeline") at or near Kuttawa, Lyon County, Commonwealth of Kentucky, as set forth AND subject to the specifications set forth on Exhibit A, attached hereto and made a part hereof.

3. This Agreement shall commence as of the date first herein written and shall continue in full force and effect for as long as the same shall be used for conveyance of potable water in exact accordance with attached construction plans and for no other purposes whatsoever or until terminated by the provisions set forth herein.

That either party may terminate this agreement at any time hereafter by serving upon the other thirty (30) days' notice, in writing, of the election to terminate this Agreement. When this Agreement shall be terminated, Licensee within thirty (30) days after the expiration of the time stated in said notice, agrees at its own risk and expense to remove said facilities from the property of Railroad, or such portion thereof as Railroad shall require removed, and to restore the Railroad premises to a neat and safe condition, and if Licensee shall fail to do so within said time, Railroad shall have the right, but not the duty, to remove and restore the same, at the risk and expense of Licensee. Nothing herein contained shall be construed as conferring any property right on Licensee.

4. The license and permission herein granted to Licensee are subject and subordinate, however, to the rights in Railroad, its successors and assigns, its grantees, lessees and licensees, to construct, reconstruct, operate, use, maintain, repair and renew on, beneath or above the property covered hereby, and structures, improvements or facilities of similar or different character as are now or in the future may be located on, beneath or above said properties.

5. Licensee shall, except in emergencies, give not less than seventy-two (72) hours written notice to Railroad of the day, hour and location that it proposes to undertake any construction or maintenance work and in the event of an emergency shall notify Railroad as soon as possible.

Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified herein; and for the purposes of the safety, protective and indemnification provisions hereof, such contractors and subcontractors, their agents, servants and employees, and other persons on the Railroad property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.

6. Licensee shall, at no expense to Railroad, obtain all permits and approvals required to exercise this license and Licensee shall install, maintain and operate its facilities in accordance with all requirements of lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the pipeline or other of Licensee's facilities on Railroad's property or the operation of any of them.

7. The pipeline shall be installed at least six (6) feet below the tracks of the Railroad, measured from the base of rail to top of pipeline or, if no tracks are located on the property, at least six (6) feet below the natural ground, measured from the top of ground to top of the pipeline. Said pipeline shall be constructed of such material and in such a manner as will assure the safety of Railroad. Railroad's authorized representative shall have the right, but not the duty, to require certain material or procedures to be used or to supervise the construction, maintenance, restoration or other work on Railroad's property at Licensee's expense. If in the opinion of Railroad's authorized representative casing of the pipeline is required at the time of installation or at any time subsequent thereto, Licensee shall promptly arrange for such casing at its own risk and expense.

8. If, in the opinion of the authorized representative of Railroad the work to be done by the Licensee pursuant to this Agreement will make necessary or desirable any change in the Railroad's facilities, or those of the Railroad's tenants or licensee's, on the Railroad property, the Railroad shall have the right, but not the duty, to make such changes, the expense thereof to be borne by the Licensee.

Railroad shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

9. Licensee agrees at any time, or from time to time, at its own risk and expense, upon the request of the authorized representative of Railroad, to make such change or changes as may be necessary in the opinion of said representative to accommodate any change or improvement which Railroad may desire to make in or upon its property. In case Licensee shall fail within thirty (30) days after notice from the Railroad to make such change or changes, Railroad shall have the right, but not the duty, to make such change or changes, or remove Licensee's facilities from said property at the risk and expense of Licensee.

10. Licensee shall at its expense take such measures as may be necessary and adequate in connection with its property or the property of Railroad to protect facilities of Railroad and those of others using Railroad's property from interference by induction, conduction, physical contact or otherwise attributable to the exercise by Licensee of the license granted to it.

In the event Railroad advises Licensee to take any action to protect Railroad, its facilities or facilities on Railroad's property, Licensee shall promptly take the indicated action, including, but not limited to, stopping the operation of the pipeline. If Licensee fails to do so, Railroad shall have the right, but not the duty, to perform on behalf of Licensee at the sole risk and expense of Licensee.

Licensee shall undertake to locate all prior installations on Railroad property in the vicinity of said pipeline and shall be solely responsible to insure that such installations are protected.

11. In the event Railroad elects to renew, replace, repair or alter any tracks or other facilities or to construct new facilities or to make other use of the property covered by this license, and in connection therewith requires the removal of any facilities placed by Licensee on Railroad's property or should any facilities or Licensee need renewal or repair, Licensee shall, within thirty (30) days of receipt of notice, arrange for such removal, renewal or repair at Licensee's risk and expense. In the event removal is required, the facilities shall be relocated at such location on Railroad's property as is designated by Railroad, provided that Railroad's authorized representative determines that a location is reasonable available. Renewal or repair shall be to such condition as is indicated by Railroad's authorized representative. If Licensee fails to comply with the foregoing, Railroad shall have the right, but not the duty, to remove, renew or repair such facilities at the sole risk and expense of Licensee.

12. Cost and expense for work performed by the Railroad pursuant to this Agreement shall consist of the direct cost of labor and material plus Railroad's standard additives in effect at the time the work is performed. All payments required of Licensee under this Agreement shall be made promptly upon presentation of a bill.

13. Licensee, as a further consideration and as a condition without which this license would not have been granted, agrees to indemnify and save harmless Railroad, its officers, employees and agents and to assume all risk, responsibility and liability for death of, or injury to, any persons, including, but not limited to, officers, employees, agents, patrons and licensees of the parties hereto, and for loss, damage or injury to any property, including but not limited to, that belonging to the parties hereto (together with all liability for any expense, attorney's fees and costs incurred or sustained by the Railroad, whether in defense of any such claims, demands, actions and causes of action or in the enforcement of the indemnification rights hereby conferred) arising from, growing out of, or in any manner or degree directly or indirectly

caused by, attributable to, or resulting from the grant or exercise of this license or the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation, or removal of any structure incident thereto, or from any activity conducted on or occurrence originating on the area covered by the license regardless of the negligence of Railroad, its officers, employees and agents. Licensee further agrees to release and indemnify and save harmless Railroad, its officers, employees, agents or patrons, resulting from Railroad operations at or near the area in which the license is to be granted whether or not the death, injury or damage resulting therefrom may be due to the negligence of the Railroad, its officers, employees or agents or otherwise. At the election of Railroad, the Licensee, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

14. It is expressly understood Railroad does not warrant title to the premises and Licensee accepts the grant of privileges contained herein subject to all lawful outstanding liens, superior rights, and prior licenses, grants and easements. Licensee agrees it shall not have or make any claim against Railroad for damages on account of any deficiency in title and agrees that in the event of failure or insufficiency of such title the sole remedy of Licensee shall be the right to return of the consideration paid in advance, provided for herein, or a proportionate part thereof in the event of a partial deficiency or insufficiency of title. Licensee further agrees to indemnify and save harmless the Railroad and to assume all risk, responsibility and liability (including any expenses, attorney's fees and costs incurred or sustained by Railroad) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of its title affecting the right of the Railroad to make this grant.

15. In case Railroad shall at any time, or from time to time, require the relocation of only a portion of said pipeline, this Agreement shall continue in full force and be applicable to the portion or portions of said pipeline and other facilities remaining from time to time until said pipeline has been relocated.

16. Nothing in this Agreement shall be construed to place any responsibility on Railroad for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any of Licensee's facilities.

Any approval given or supervision exercised by Railroad hereunder, or failure of Railroad to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligation under this Agreement.

17. This Agreement shall not be binding on either party hereto until all parties have executed the space provided below.

18. Licensee shall provide the Insurance coverage as set forth in the Insurance Requirements attachment hereto. Proof of satisfactory insurance pursuant to the Insurance Requirements is necessary prior to the execution of this Agreement by Railroad.

19. This Agreement shall be binding on the successors and assigns of the parties hereto, but no assignment hereof by the Licensee, its successors, legal representatives or assigns, shall be binding upon the Railroad without its written consent in each instance.

20. Any Notice required or permitted to be served under the terms of this Agreement shall be sent by certified mail, postage fully prepaid, and return receipt requested, to the parties at the following addresses:

To Railroad: Paducah & Louisville Railway, Inc.
1500 Kentucky Ave.
Paducah, KY 42003
Attn: Manager - Real Estate

To Licensee: Lyon County Water District
P.O. Box 489
5464 U.S. Highway 62 West
Kuttawa, KY 42055
Attn: David Lovell

or at such other address as the respective parties may from time to time give notice of:

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, the day and year first above written.

PADUCAH & LOUISVILLE RAILWAY, INC. LYON COUNTY WATER DISTRICT

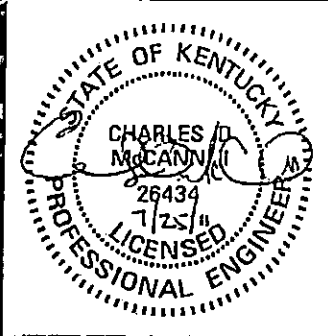
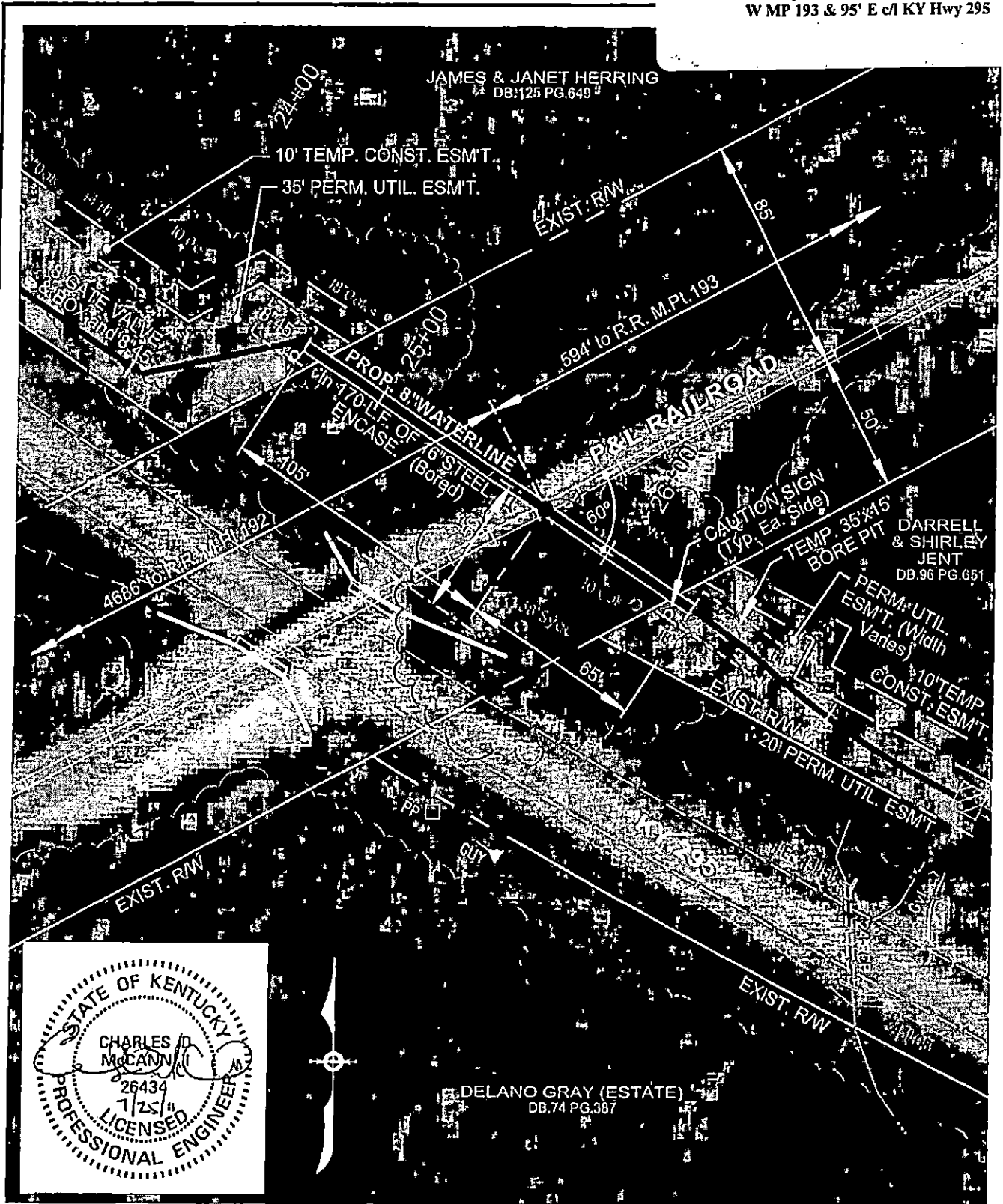
By: [Signature]
Name: Kevin D. Brons
Its: Manager - Real Estate

By: [Signature]
Name: David Lovell
Its: Superintendent

Witnessed by:
[Signature]
Name: Kim A. Williams

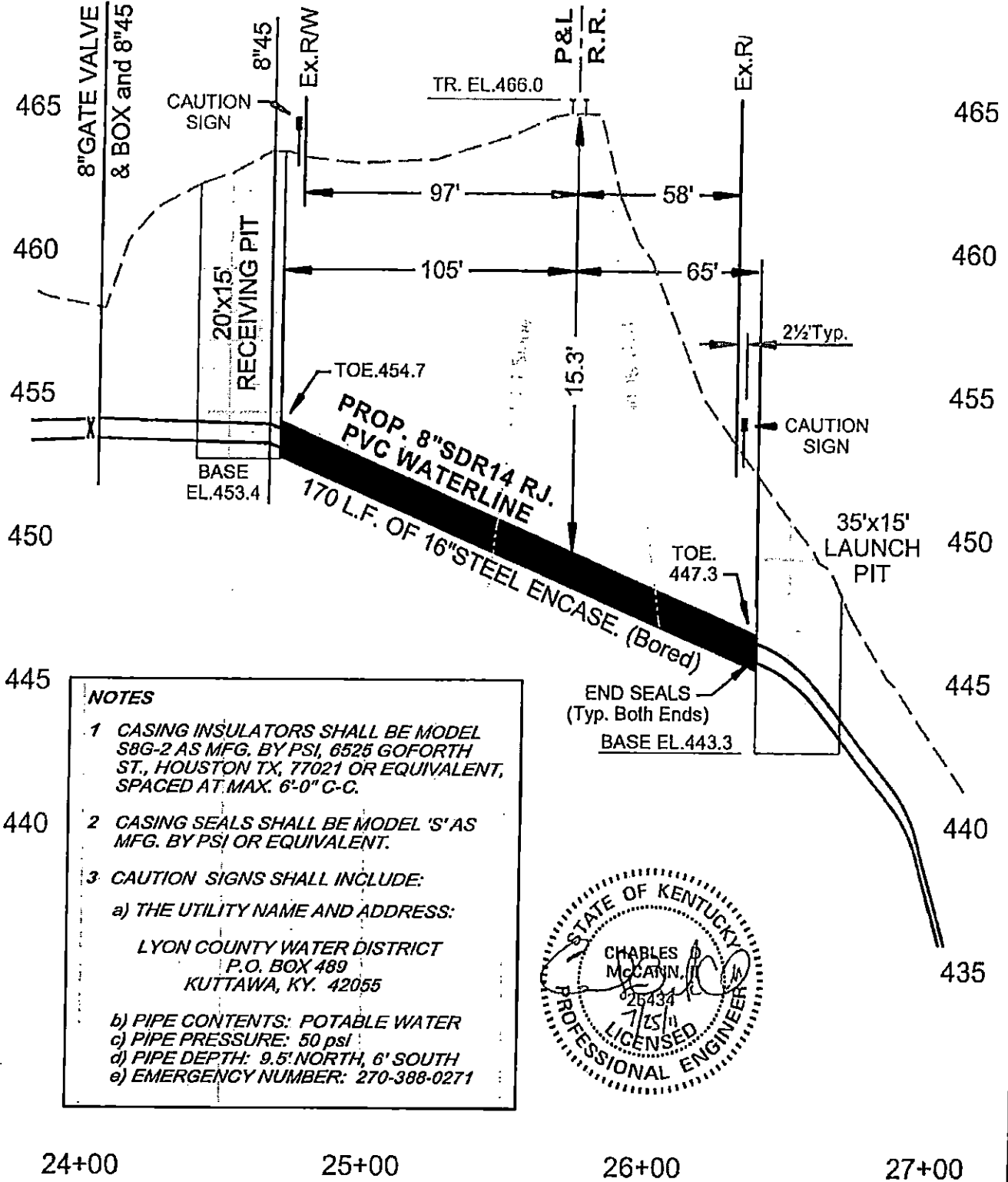
Witnessed by:
[Signature]
Name: Sigourney Bryson

EXHIBIT A
 LICENSE #PL-LC-003
 Lyon County Water District
 One 16" potable water pipeline crx 594'
 W MP 193 & 95' E of KY Hwy 295

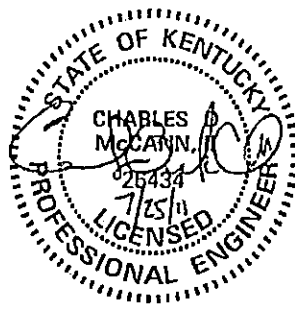


ENCASEMENT: 16" STEEL	CARRER 8" SDR14 RJ.PVC	ENCROACHMENT TYPE BORED	ROUTE / MAINTENANCE P&L RAILROAD	FILE POINT: RR. M.PL.192.89
PLAN JOB NO: 10304	DATE: JULY 2011	STATE: KY.	OWNER: LYON COUNTY WATER DISTRICT	
Florence & Hutcheson CONSULTING ENGINEERS 2550 IRVIN COBB DRIVE PADUCAH, KY 42003 (270) 444-9691	COUNTY: LYON	PROJECT: KY. 295 WATERLINE EXTENSION		
	SCALE: 0' 50'	DRAWING: P&L RAILROAD CROSSING SITE PLAN		

2/22/2011 8:12:05 AM C:\Users\charlesm\Documents\10304.dwg



- NOTES**
- 1 CASING INSULATORS SHALL BE MODEL S8G-2 AS MFG. BY PSI, 6525 GOFORTH ST., HOUSTON TX, 77021 OR EQUIVALENT, SPACED AT MAX. 6'-0" C-C.
 - 2 CASING SEALS SHALL BE MODEL 'S' AS MFG. BY PSI OR EQUIVALENT.
 - 3 CAUTION SIGNS SHALL INCLUDE:
 - a) THE UTILITY NAME AND ADDRESS:
 LYON COUNTY WATER DISTRICT
 P.O. BOX 489
 KUTTAWA, KY. 42055
 - b) PIPE CONTENTS: POTABLE WATER
 - c) PIPE PRESSURE: 50 psi
 - d) PIPE DEPTH: 9.5' NORTH, 6' SOUTH
 - e) EMERGENCY NUMBER: 270-388-0271



ENCASEMENT: 16" STEEL	CARRIER: 8" SDR14 RJ PVC	ENCROACHMENT TYPE: BORED	ROUTE / MAP S.R.E.: P&L RAILROAD	MAP POINT: RR. M.PI.192.89
FAH JOB NO.: 10304	DATE: JULY 2011	STATE: KY.	OWNER: LYON COUNTY WATER DISTRICT	
Florence & Hutcheson CONSULTING ENGINEERS 2550 IRVIN COBB DRIVE PADUCAH, KY 42003 (270) 444-2691	COUNTY: LYON	PROJECT: KY.295 WATERLINE EXTENSION		
	SCALE: 0' 5/50	DRAWING: WATER PROFILE @ P&L RAILROAD CROSSING		

7/25/2011 E:\2010\201008\003\003\DWG\003\WATER.PLT 68.499

NOTE

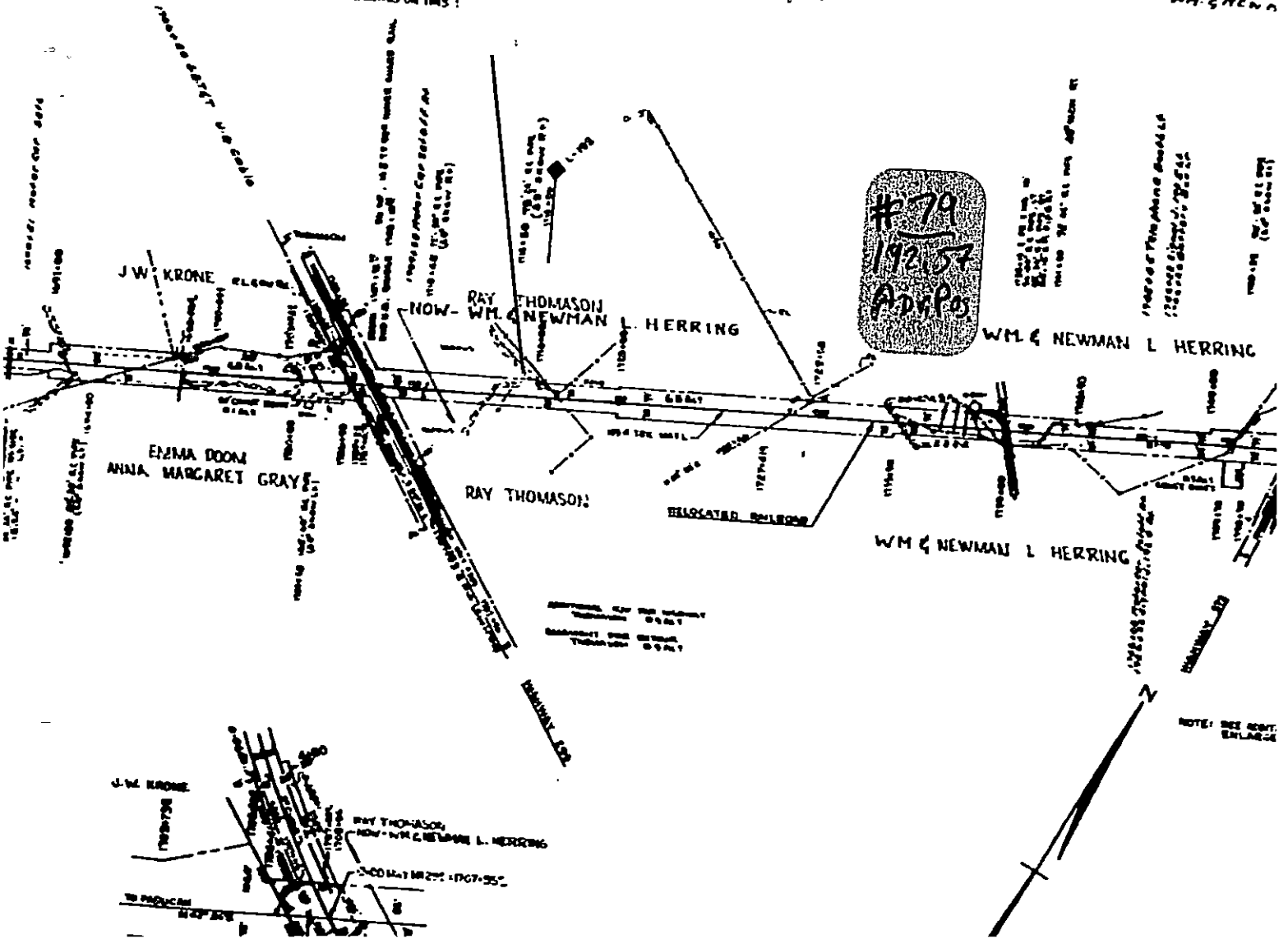
See note on Page 16 for X-Nos of documents
in connection with acquisition of land on
this map.

EXHIBIT A
LICENSE #PL-LC-003
Lyon County Water District
One 16" potable water pipeline crx 594'
W MP 193 & 95' E c/ KY Hwy 295

BRIDGE J193-1
NOTES:
- FOR DETAILS OF BRIDGE SEE PLAN NO 8-1 TO
- FOR DETAILS OF ROAD CHANNEL AND DETOUR RD

NOTE: SEE ADDITIONAL DETAILS THIS LOCATION
ENLARGED SCALE DRAWING ON THIS:

NOTES:
- FOR DETAILS OF BRIDGE
- FOR DETAILS OF ROAD CHANNEL
WM & NEWMAN L HERRING



SECTIONAL OF THE BRIDGE
THOMASON & NEWMAN L. HERRING
SECTIONAL OF THE BRIDGE
THOMASON & NEWMAN L. HERRING

NOTE: SEE NEXT
ENLARGED

**PADUCAH & LOUISVILLE RAILWAY, INC.
INSURANCE REQUIREMENTS
EXHIBIT C**

A. RAILROAD PROTECTIVE INSURANCE - DURING INSTALLATION PERIOD

If the LICENSEE shall use its own forces or shall employ a contractor for the installation of the Pipeline, then, before commencing work, the LICENSEE or LICENSEE'S CONTRACTOR, as the case may be, shall provide and maintain the following insurance, in form and amount and with the companies satisfactory to, and as approved by, the RAILROAD.

(a) Statutory Workers' Compensation and Employer's Liability insurance.

(b) An Occurrence Form Railroad Protective Policy with limits of not less than Two Million (\$2,000,000.00) Dollars per occurrence for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property, with Six Million (\$6,000,000.00) Dollars aggregate for the term of the policy with respect to Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property. The Policy must name

**PADUCAH & LOUISVILLE RAILWAY, INC.
1500 KENTUCKY AVENUE
PADUCAH, KY 42003**

as the Insured, and shall provide for not less than Ten (10) days' prior written notice to Railroad of cancellation of, or any material change, in the policy.

In lieu of purchasing the above noted Railroad Protective Policy, Licensee may choose to pay a fee of One Thousand One Hundred Twenty Five and No/100 Dollars (\$1,125.00) to Railroad in order to procure coverage for Licensee's Pipeline project under Railroad's blanket Railroad Protective Policy.

B. POST INSTALLATION

Before commencing work, and until this Agreement shall be terminated or the Pipeline removed (whichever date is later), the LICENSEE shall provide and maintain the following insurance, in form and amount with companies satisfactory to, and as approved by, the RAILROAD:

(a) Statutory Workers' Compensation and Employer's Liability Insurance.

(b) Automobile Liability in an amount not less than One Million (\$1,000,000.00) Dollars combined single limit.

(c) Commercial General Liability in an amount not less than Two Million (\$2,000,000.00) Dollars combined single limit. In the event the policy is a Claims Made Policy, coverage shall include an aggregate of Six Million (\$6,000,000.00) Dollars.

The policy must name

**PADUCAH & LOUISVILLE RAILWAY, INC.
1500 KENTUCKY AVENUE
PADUCAH, KY 42003**

as an Additional Insured and must not contain any exclusions related to doing business on, near, or adjacent to Railroad facilities.

LICENSEE shall provide RAILROAD with a CERTIFICATE of INSURANCE, evidencing such coverage and, upon request, the LICENSEE shall deliver a certified, true and complete copy of the policy or policies. The policies shall provide for not less than Ten (10) days' prior written notice to the RAILROAD of cancellation of, or any material change in, the policies.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not, relieve the LICENSEE from or serve to limit LICENSEE'S liability under the provisions of the License Agreement.

It is further understood and agreed that, so long as this Agreement shall remain in force and the Pipeline shall not have been removed (whichever shall be later), the RAILROAD shall have the right, from time to time, to revise the amount or form of insurance coverages provided in this paragraph as circumstances or changing economic conditions may require. The RAILROAD shall give the LICENSEE written notice of any such requested change at least Thirty (30) days' prior to the date of expiration of the then existing policy or policies, which notice constitutes an amendment to this Agreement and shall become a part hereof; and the LICENSEE agrees to, and shall, thereupon provide the RAILROAD with such revised policy or policies therefor.

All Insurance provided must be primary and shall not be reduced or limited by any insurance procured by RAILROAD.

END OF EXHIBIT.

CERTIFICATE OF INSURANCE

Issue Date: August 26, 2011

INSURER
 KACo All Lines Fund
 400 Englewood Drive
 Frankfort, Kentucky 40601
 1-800-264-5226

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certification does not amend, extend or alter the coverage afforded by the policies below.

INSURED
 Lyon County Water District
 P.O. Box 675
 Eddyville, KY 42038

Company Letter A: KACo All Lines Fund
 Company Letter B:
 Company Letter C:
 Company Letter D:
 Company Letter E:

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions, and conditions of such policies. Limits shown may have been reduced by claims.

CO LTR	Type of Insurance	Policy Number	Policy Eff. Date	Policy Exp. Date		All Limits in Thousands
A	General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Owner's & Contractor's Prot.	P&C0934	7/1/2011	7/1/2012	General Aggregate	\$5,000
					Products-Comp/Ops Aggr	
					Personal & Adv. Injury	\$3,000
					Each Occurrence	\$3,000
					Fire Damage (Any 1 Fire)	\$3,000
					Medical Exp. (Any 1 Pers.)	\$5
					Combined Single Limit	\$3,000
A	Automobile Liability <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> Hired Auto <input type="checkbox"/> All Owned <input type="checkbox"/> Non-Owned <input type="checkbox"/> Scheduled	P&C0934	7/1/2011	7/1/2012	Bodily Injury (Per Pers.)	
					Bodily Injury (Per Acc.)	
					Property Damage	
					Deductible (comp/coll)	\$500
	Property Inland Marine				As Per Statement on File	
	Law Enforcement				Each Occurrence Aggregate	
	Errors & Omissions				Each Occurrence Aggregate	
	Employment Practices				Each Claim Aggregate	
	Flood					

Description of Operations/Locations/Vehicles/Special Items:
 Additional Insured status applies only to this specific project.
 License# PL-LC-003

Certificate Holder
 Loss Payee
 Additional Insured

 Paducah & Louisville Railway, Inc.
 1500 Kentucky Avenue
 Paducah, KY 42003

Cancellation:
 Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives.

 Authorized Representative *Kris Dann*

KACo WORKERS COMPENSATION FUND

400 Englewood Drive
Frankfort, KY 40601
1-800-264-5226

CERTIFICATE OF WORKERS COMPENSATION COVERAGE

KACO W/C-4

-
- ITEM 1 -** Name and Address of Insured:
Lyon County Water District
PO Box 675
Eddyville, KY 42038
- ITEM 2 -** Certificate Number: WC2011-2486
- ITEM 3 -** Effective Date: Friday, July 01, 2011 Expiration Date: Sunday, July 01, 2012
12:01 A.M., standard time at the address of the Insured as stated herein.
Cancellation Notice: 60 Days - Pursuant to KRS 304.50
- ITEM 4 -** Coverage under this Certificate applies to the Kentucky Workers Compensation Law. (KRS 342)
- ITEM 5 -** Company's Limit of Indemnity Each Occurrence:
(a) For Workers Compensation: Statutory
(b) For Employers Liability: \$2,500,000
- ITEM 6 -** Workers Compensation Premium: \$1,663.00
- ITEM 7 -** Special Fund Tax: \$108.00
- ITEM 8 -** TOTAL PREMIUM:* \$1,771.00
- ITEM 9 -** Payment Options:
(1) Full payment by 8/1/2011. 1% discount applied = \$1,753.29
(2) 50% payment by 8/1/2011 and 3 subsequent equal monthly pmts. on balance.
50% = \$885.49 Plus 3 monthly payments of \$295.17

Please Note: Effective November 1, 2011 any outstanding balance due on this premium will accrue a compounding monthly interest charge of 1%. To make certain no interest is charged, be sure to make full payment postmarked no later than October 31, 2011

* An invoice accompanies this declaration for the total amount due.

This Certificate of Coverage shall not be binding of the KACo Workers Compensation Fund unless countersigned by a duly authorized representative of the Fund.

This Coverage has been placed with a Workers Compensation Self-Insured Group which has received a certificate of filing from the Commonwealth of Kentucky. Claims against group members are not covered by the Kentucky Insurance Guaranty Association.

Dated at Frankfort, Kentucky this 31st day of May, 2011


Mark Miller, Director

KACo
Making Workers Comp Work in Kentucky

Kentucky Association of Counties All Lines Fund

380 King's Daughters Drive
Frankfort, KY 40601
Declarations Page

Policy Number P&C0934
Insured Name and Address
Lyon County Water District
PO Box 675
Eddyville, KY 42038

Policy Period: 7/1/2009 to 7/1/2012
For customer service please call
(800)264-5226

Issued: 09/08/2009

Business Description Water District

In return for the payment of the premium, and subject to all the terms of the policy, we agree to provide the insurance stated in the binder.

Coverage			Deductible
General Liability (Per OCC/AGG)	3,000,000	5,000,000	0
Law Enforcement (Per OCC/AGG)	NCD	NCD	NCD
Errors/Omissions (Per OCC/AGG)	3,000,000	3,000,000	1,000
Employment Practices (Per claim/AGG)	3,000,000	3,000,000	1,000
Auto Liability (CSL)	3,000,000		0
Auto Comprehensive	ACV		500
Auto Collision	ACV		500
P.I.P. (No Fault)	10,000	10,000	0
Under Insured/Un-Insured	60,000	60,000	0
Non Owned Auto Coverage	Primary		
Property/Buildings	As Per Statement on File		500
Personal Property	As Per Statement on File		500
Boiler & Machinery	15,000,000		1,000
Inland Marine & EDP	As Per Statement on File		500
Business Income	500,000	500,000	0
Flood	1,000,000	1,000,000	0
Earthquake	N/A	N/A	N/A
Crime (Other than Employee Dishonesty)	150,000		500
Employee Dishonesty (Policy #: CIC1964)	150,000		250
Legal Defense Coverage	100,000		0

Authorized
Representative

Kris Dann

Date 09/08/2009

(See Attached Endorsement)

* Karen Tucker O.K. the 3/5 coverages.



Application for New Pipeline or Supplement to Existing Permit No. _____

Applicant Information

Legal Name of Company:	Lyon County Water District		
Municipal Ownership, if any:	Lyon County	State of incorporation:	
If not a corporation, name(s) of owners or partners:	Terry McKinney, Chairman		
Contact Name:	David Lovett, Operations	Phone:	(270) 388-0271
Fax:	(270) 388-9825	Email Address:	lyoncountyw24787@bellsouth.net
Business Address:	P.O. Box 489, 5464 U.S. Highway 62 West, Kuttawa, Kentucky 42055		

Corporate Information Same as above

Legal Name of Company:			
Municipal Ownership, if any:		State of incorporation:	
If not a corporation, name(s) of owners or partners:			
Contact Name:		Phone:	
Fax:		Email Address:	
Business Address:			

Application For Pipeline Crossing Pipeline parallel to track Both

Purpose Product to be handled in pipeline: Potable Water

Location

Name of Railroad:	Paducah & Louisville Railway		
City:	Kuttawa	State:	KY
		County:	Lyon
Distance and direction from nearest Railroad milepost:	594 feet west of R.R. milepost 193		
Distance and direction from centerline of nearest road crossing:	95 ft east of intersection of R.R. bridge & KY Hwy 295 (Dycusburg Road)		
Distance in feet measured along the track from the point pipe(s) cross the track (main track or more than one track) to known point on Railroad (centerline of road crossing, center of railroad culvert, east or west end of a railroad bridge, points of a railroad switch):	95 ft = Distance along the track from pipeline crossing to point where r		
Angle pipe will make with track at the point of crossing (any crossing not at 90 degrees MUST be approved by Railroad):	60 degrees		
Distance from centerline of nearest track if a parallel pipeline encroachment:	N/A		
Total length of pipeline on railroad right of way:	155 feet		



Application for New Pipeline or Supplement to Existing Permit No. _____

Construction Data

Indicate Boring Method:	<input checked="" type="radio"/> Dry Boring <input type="radio"/> Jacking <input type="radio"/> Open Trenching
Distance from header of dry boring or jacking pit to center of closest track measured perpendicular to track:	53 feet
Vertical distance from base of rail of lowest track to top of casing:	15.3 feet
Distance from bottom of track ditch to top of casing:	10.5 feet
Distance below ground surface outside of track and track ditch area to top of casing:	5.0 feet (inside R/W)

Pipe Data

	Carrier	Casing		Carrier	Casing
Contents to be handled:	Potable <input checked="" type="checkbox"/>	Potable <input checked="" type="checkbox"/>	Normal Operating Pressure:	50 psi	
Nominal Size of Pipe:	8"	16"	Outside Diameter:	9.05"	16"
Inside Diameter:	7.75"	15.25"	Wall Thickness:	0.646"	0.375"
Weight per Foot:	11.5 lb	62.64 lb	Material:	PVC	Steel
Process of Manufacture:			Specification:	ASTM D2466	ASTM A133
Grade or Class:	CL 200	Grade 30	Test Pressure:	150 psi	N/A
Type of Joint:	Restrained <input checked="" type="checkbox"/>	Welded	Type of Coating:	N/A	N/A
Details of Cathodic Protection:			Details of Seal or Protection at Ends of Casing:		Slip On End <input checked="" type="checkbox"/>
Method of Installation:	Slip	Boring	Character of Subsurface Material at the Crossing Location:		
Approximate Ground Water Level:			Source of Information on Subsurface Conditions (Borings, Test Pits or Other):		

Note: Any soil investigation made on Railroad property or adjacent to tracks shall be carried on under the supervision of Railroad's Chief Engineer.



Application for New Pipeline or Supplement to Existing Permit No. _____

Project Information

Date you expect to be on Railroad premises:	August 22, 2011	Date you expect to complete project:	December 31, 2011
Is facility: <input type="radio"/> Temporary <input checked="" type="radio"/> Permanent	If temporary, estimated term: _____ (weeks, months, etc.)		
Will you employ a contractor for installation or maintenance?: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Yes, but contractor has not been identified			
Company Name:		Contact Name:	
Phone:		Fax:	
Mobile:		Email Address:	
Business Address:			

Please include eight (8) copies of plan and profile drawings (no larger than 11" x 17"), eight (8) copies of an area map (indicating the worksite) (no larger than 11" x 17"), a copy of the existing agreement (if applicable), and a non-refundable application fee of \$750.00 (subject to change without notice) and submit to:

Omega Rail Management, Inc.
 PO Box 120338
 Nashville, TN 37212-0338
 (800) 990-1961
 (800) 660-6326 (Facsimile)

If, in the opinion of the Railroad, sufficient hazard is involved, Railroad will supply flagmen, with proper advance notice, or if the pipeline installation requires removal, replacement, modification, or locating of track, bridges, signals, railroad wires or pipelines, roads, or the supply of railroad engineering or supervision, the applicant agrees the full cost of such railroad services will be borne by the applicant.

Jerry O. McFerry *Chairman* 7-25-11
 Signature of Applicant Title Date

If this application has been prepared by a consultant or other third party, please complete the following:

Name of individual who prepared application:	Charles D. McCann II, P.E.
Name of firm:	Florence & Hutcheson, Inc.
Business address of preparer:	2550 Irvin Cobb Drive, Paducah, Kentucky 42003
Phone:	(270) 444-9691
Fax:	(270) 443-3943
Email:	cmccann@flohut.com

OFFICE USE ONLY	
Application received:	7-27-11
By:	AC
Permit No. Assigned:	PI- LC- DD3

**LYON COUNTY WATER DISTRICT
OPERATIONS & MAINTENANCE**

P.O. BOX 489
KUTTAWA, KY 42055

BB&T
BRANCH BANKING AND TRUST COMPANY
083900680

2390

Check Date: 04/20/2011

Pay to the order of: Omega Rail Management Inc

\$ 750.00

Seven Hundred Fifty And 00/100 Dollars***

Omega Rail Management Inc
PO Box 120338
Nashville, TN 37212-0338

Molly Ward
John H. Fisher, II

Memo:

⑈0000 2390⑈ ⑆083900680⑆0005180155505⑈

From:

Lyon County Water District
P.O. Box 489,
Kuttawa, KY 42055

Date: 04/20/2011
Check Number: 2390
Amount: 750.00

Omega Rail Management Inc
PO Box 120338
Nashville, TN 37212-0338

Memo:

**LYON COUNTY WATER DISTRICT
OPERATIONS & MAINTENANCE**

P.O. BOX 489
KUTTAWA, KY 42055

BB&T
BRANCH BANKING AND TRUST COMPANY
083900680

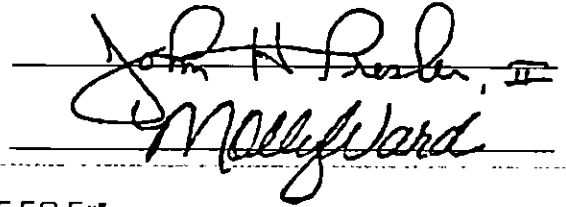
2630

Check Date: 08/26/2011

Pay to the order of: Omega Rail Management Inc \$ 850.00

****Eight Hundred Fifty And 00/100 Dollars*******

Omega Rail Management Inc
PO Box 120338
Nashville, TN 37212-0338



Memo:

⑈0000 2630⑈ ⑆083900680⑆ ⑆0005180155505⑈

From:

Lyon County Water District
P.O. Box 489,
Kuttawa, KY 42055

Date: 08/26/2011
Check Number: 2630
Amount: 850.00

Omega Rail Management Inc
PO Box 120338
Nashville, TN 37212-0338

Memo:

**LYON COUNTY WATER DISTRICT
OPERATIONS & MAINTENANCE**

P.O. BOX 489
KUTTAWA, KY 42055

BB&T
BRANCH BANKING AND TRUST COMPANY
083900680

2629

Check Date: 08/26/2011

Pay to the order of: Omega Rail Management Inc \$ 1,125.00

Eleven Hundred Twenty-five And 00/100 Dollars***

Omega Rail Management Inc
PO Box 120338
Nashville, TN 37212-0338

John H. Presler, II
Molly Ward

Memo:

⑈0000 26 29⑈ ⑆083900680⑆0005180155505⑈

From:

Lyon County Water District
P.O. Box 489,
Kuttawa, KY 42055

Date: 08/26/2011
Check Number: 2629
Amount: 1,125.00

Omega Rail Management Inc
PO Box 120338
Nashville, TN 37212-0338

Memo:



ANR PIPELINE COMPANY

ENCROACHMENT AGREEMENT

September 24, 2012

Re: Lyon County Water District
8" Water Main, Kuttawa, Kentucky
TransCanada Tract #

TransCanada's Pipeline Integrity Group Engineer has completed a review of Florence & Hutcheson's proposal for the above captioned project. The results of the review are contained in the Engineering Guidelines dated September 4, 2012 and attached hereto. The Lyon County Water District, its employees and or contractors will be held responsible to adhere to the terms herewith provided in said Guidelines under which ANR PIPELINE COMPANY issues this Agreement.

1. All work must comply with your project description identified in the plans and drawings that have been reviewed. Any changes to the design, description and/or construction, must be approved in advance of any construction by TransCanada's Pipeline Integrity Group Engineer.
2. ANR PIPELINE COMPANY must have a representative on site at all times when work is being performed over/near its pipelines and/or within its Right of Way and Easement.
3. Notice of at least seventy-two (72) hours in advance of construction must be provided. You must contact TransCanada Field Representative **Jacob Shultz @ 270-619-6601**. *Please note that voice messages do not constitute 72-hour notice. Person to person contact must be made.*
4. Compliance with these terms and those contained in the Engineering Guidelines does not suggest or imply that you, your contractors, consultants or any other associated party is relieved of any responsibility or liability in the event ANR PIPELINE COMPANY'S pipelines or facilities are damaged in any way before, during, or after the construction of the encroachment. ANR PIPELINE COMPANY will hold all parties responsible for costs incurred for any breach of pipeline or facility integrity.
5. All rights granted hereunder shall be subject and subordinate to the paramount rights granted to ANR PIPELINE COMPANY to occupy and use all or any portion or portions of ANR PIPELINE COMPANY right of way and easement in its operations.
6. ANR PIPELINE COMPANY is now and will continue to utilize the land included within said easement for pipeline purposes and that in doing so, ANR PIPELINE COMPANY may at any time, or from time to time, enter upon said land, place and transport machinery and equipment, and excavate trenches and ditches; and in such event, ANR PIPELINE COMPANY, except for normal backfilling, will not restore the surface, including any improvements constructed pursuant to this approval.
7. ANR PIPELINE COMPANY will be indemnified and held harmless against any and all loss, damages, cost or liability, personal injury, claims, actions or judgments that may arise or result from the permission granted.

8. ANR PIPELINE COMPANY review does not cover any other agency or property owner approvals required.
9. Prior to any construction activities within 25 feet of our pipeline facilities, all contractors must be provided and have in their possession, a copy of this Agreement and the Engineering Guidelines dated September 4, 2012 to ascertain that they are aware of the conditions for crossing.
10. **ANR PIPELINE COMPANY requires that each contractor/subcontractor on this project, submit State One Call tickets (call 811) in accordance with the applicable One Call system's advance notification requirements for each different phase of the project that involves earth disturbance (grading, excavating, trenching, digging, etc).**

ANR PIPELINE COMPANY looks forward to working with you to minimize impact resulting from this project and also provide for the safety of the general public and the integrity of our pipelines. Should you have any further questions regarding this Agreement please contact Joe O'Steen, Land Representative, at 615-465-5109.

No work is permitted under the terms of this Encroachment Agreement until the Encroachment Agreement has been countersigned, dated and returned to TransCanada/ANR Pipeline Company Attn: Joe O'Steen, Area Land Representative

Joe O'Steen

Joe O'Steen
Senior Land Management Representative
TransCanada/ANR Pipeline Company
4715 Traders Way, Suite 100
Thompson's Station, TN 37179
615-465-5109 (Office)
615-714-1928 (Cell)
615-465-5110 (Fax)

COUNTERSIGNED AND AGREED TO:

By: *Terry O. McKinney*
Print Name: *Terry O. McKinney*
Company: *Lyon Co. Water District*
Title: *Chairman*
Date: *10-9-12*

cc: Rickey Nix, Area Planner w/attachment
Brad Willoughby, Area Manager w/attachment
Jacob Schultz, Area Field Technician
us_crossings@transcanada.com
C&E File No. ANR-RR-89



September 5, 2012

The crossing application submitted by the Lyon County Water District has been reviewed. The Lyon County Water Department plans to install an 8-inch Water Main with 16-inch Steel Casing in Lyon County, Kentucky.

Work within the TransCanada right-of-way will be performed in accordance with TransCanada procedures to protect the safety of TransCanada facilities. The following guidelines, although not inclusive, are provided in order to accommodate your request and protect our pipelines and facilities:

1. No ground disturbance shall be made within TransCanada' right of way or within 25 ft., measured at right angles, of our pipeline(s) except in the presence of our company representative.
2. Notice of at least seventy-two (72) hours in advance of construction must be provided. Lyon County Water District employee(s) and or its contractor must contact the following TransCanada field representatives: Jacob Shultz Cell: **(270) 619-6601**.

TransCanada will arrange for a representative to be on site when work is occurring on or near the Right of Way area, or within 25' of the pipelines. After hours, call 1-800-447-8066.

3. Lyon County Water District, or its contractor must hydro-vac or hand expose TransCanada' buried pipeline(s) prior to use of mechanical equipment within 15ft. of the pipeline(s).
4. No part of powered equipment shall come within three ft of TransCanada' pipelines, or according to applicable State or Federal requirements.
5. No bucket, any attachment or load may be swung over TransCanada' pipeline(s) where there is less than 24" of cover.

6. Bored crossings are an acceptable method for constructing a crossing of a TransCanada pipeline(s) for cables, pipes, drains, etc. provided the following conditions are met:

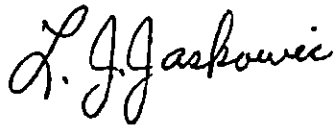
- A drawing detailing the proposed bored crossing must be submitted to TransCanada for review and approval prior to construction. The items to be included on the drawing include; location of bore pits, alignment of the new facility, location of existing underground facilities, elevation profiles, etc.
- The top and side (side closest to the drill) of all TransCanada pipelines or buried facilities must be exposed by hand digging or hydrovac.
- Sight holes must be excavated at a minimum of five (5) feet and a maximum of ten (10) feet from the side (nearest to the drill) of each buried facility, and parallel to the existing TransCanada buried facility.
- Any bore pits required to set up and stage equipment shall be outside of TransCanada's buried facility ROW
- The new crossing facility should maintain a continuous depth or consistent profile and straight horizontal alignment across the full width of the TransCanada Right-of-Way.
- The crossing facility must pass the TransCanada facility with a minimum clearance of three (3) feet.

7. The applicable state one-call system must be contacted at 811 in accordance with its advance notification requirements prior to any ground disturbance.

8. Lyon County Water District will be crossing one or more of TransCanada' transmission pipeline(s). These pipeline(s) are coated with a material to protect them from corrosion. The coating may contain asbestos. If the excavation results in exposing TransCanada' pipeline(s) and there is any damage to the coating, you will be responsible for all costs, including any disposal costs, associated with the coating repair. If necessary, you will also be required, to halt its work activity while the coating material is being analyzed. The coating repair, including the removal of the original material, will be performed by TransCanada personnel or a qualified third party contractor selected by TransCanada. All work will be done in accordance with TransCanada' current engineering and environmental standards. During the course of the excavation work, Contractor agrees to cooperate with TransCanada to insure all federal, state and local environmental and safety regulations are followed.

9. Should it be necessary for a TransCanada employee/representative to enter the excavation to inspect its pipeline(s), the excavation at the crossing shall be sloped, permitted safe with trench boxes, or shored in accordance with the requirements of the Occupational Safety and Health Administration.

Respectfully Submitted,



Lawrence Jaskowiec, P.E.
Senior Engineer ~ Pipeline Integrity
TransCanada US Pipelines
5250 Corporate Drive ~ Troy, MI 48098
Phone: 248-205-7550 ~ Fax: 248-205-4750
Lawrence_Jaskowiec@TransCanada.com



Commonwealth of Kentucky

January 18, 2013

Wade White

Charles D. McCann II, P.E., Project Engineer
Lyon County Judge / Executive
2550 Irvine Cobb Drive
Paducah, KY 42003

Dr. Mr. McCann,

We grant permission to put your water lines up to the right of way that we have listed below. Please also understand some of these roads are not county roads. The private roads will require permission from private landowners.

We also ask that you please be considerate of all homeowners, letting them know before you do work in their yards and repair all damage to our right of ways as much as possible.

I ask you stay in close contact with Tommy Melton, Road Foreman (270-625-2234) on any roads that may need to be cut.

The roads information is below: (right of way is the total – measured from center of road)

	Right of Way
1) Springs Estates Drive	50'
2) Kelly Road	50'
3) Perry Springs Road	60'
4) Oriole Drive	30'
5) Hummingbird Lane	50'
6) Whipperwill Drive	50'
7) Falcon Drive	private drive
8) Mobile Drive	30'
9) Robin Lane	40'
10) Thrush Lane	private drive
11) Heron Court	private drive
12) Sparrow Court	private drive
13) Blue Jay Drive	private drive
14) Canary Drive	private drive
15) Warbler Court	private drive
16) Kingfisher Court	private drive
17) Ralph Beatty Road	30'

Sincerely,

A handwritten signature in black ink, appearing to read "Wade White", written over a horizontal line.

Wade White
Lyon County Judge Executive