

Bid Documents

**2018 WATER SYSTEM IMPROVEMENTS
Waterline Extensions
GREEN COUNTY**

FOR
GREEN-TAYLOR WATER DISTRICT
GREEN COUNTY, KENTUCKY

AUGUST 2018



Prepared By



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**ADVERTISEMENT FOR BIDS
2018 WATER SYSTEM IMPROVEMENTS WATERLINE EXTENSIONS
GREEN-TAYLOR WATER DISTRICT
AUGUST 2018**

Sealed proposals for the following work will be received by the Green-Taylor Water District at 250 Industrial Park Road, Greensburg, Kentucky 42743 until 11:00 AM CST on SEPTEMBER 11, 2018, for furnishing labor and materials and performing all work as set forth in this advertisement for Bids, General Conditions, Specifications and or Drawings prepared by Cann-Tech, LLC, 1100 Glensboro Rd, Parkview Center - Suite 9, Lawrenceburg, KY 40342.

Immediately following the scheduled closing time for the reception of bids, all proposals, which have been submitted in accordance with the above conditions, will be publicly opened and read aloud.

The work to be bid upon is described as follows:

Installation of approximately 78,000 feet of 6" waterline, 10,500 feet of 4" waterline, 670 feet of 3" waterline and various valves, connections, bores, appurtenances, etc.

Drawings, Specifications and Contract Documents may be examined at the following locations:

Green-Taylor Water District
250 Industrial Park Road
Greensburg, Kentucky 42743

Cann-Tech, LLC
1100 Glensboro Road
Park View Center, Suite 9
Lawrenceburg, Kentucky 40342

Builder's Exchange of Louisville
2300 Meadow Drive
P.O. Box 5398
Louisville, Kentucky 40205

Or may be obtained from Lynn Imaging, 432 Old Vine Street, Lexington, KY 40507 upon receipt of a non-refundable payment as follows:

2018 WATER SYSTEM IMPROVEMENTS \$225.00 per set
WATERLINE EXTENSIONS

After award of the contract, the General Contractor will be furnished additional plans as requested at the rate of \$50.00 per set. Subcontractors, manufacturers and suppliers shall obtain plans and specifications from the General Contractor.

Sealed proposals for the contract shall be clearly marked on the outside of the container as follows:

Sealed proposal for 2018 WATER SYSTEM IMPROVEMENTS WATERLINE EXTENSIONS for Green-Taylor Water District

Not to be opened until 11:00 AM CST on SEPTEMBER 11, 2018.

“The following addenda have been received and considered in the enclosed proposal:”

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

Time allowed for completion is **180** days.

If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope and mailed to the Green-Taylor Water District, 250 Industrial Park Road, Greensburg, Kentucky 42743 allowing sufficient time for such mailing to reach this address prior to the scheduled closing time for the receipt of proposals.

Bids shall be accompanied by a certified check or bid bond payable to the Green-Taylor Water District in the amount not less than five per cent (5%) of the base bid. No bidder may withdraw his bid for a period of ninety (90) days after the date the bids are opened. He may, however, withdraw his bid at any time prior to the time and date scheduled for opening of same or any authorized postponement thereof. Any bid received after the time and date specified will not be considered and will be returned unopened to the bidder.

The Green-Taylor Water District reserves the right to reject any and all bids received and to waive any formalities and any bid that is obviously unbalanced may be rejected.

Award will be made to the lowest, responsive, responsible bidder on the Base Bid. To be responsive, a bid, proposal or other offer or submission must conform in all material respects to the terms of the City's solicitation documents. KRS 45A.070(7) To be responsible, a bidder must have the capability in all respects to fully perform the contract requirements, and have the integrity, capacity and reliability which will assure good faith performance. KRS 45A.070(6)

Bidders must comply with the President's Executive Order Nos. 11246 and 11375, which prohibit discrimination in employment regarding race, creed, color, sex, or national origin.

Bidders must COMPLY WITH Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, Section 3 Segregated Facilities, Section 109 and the Contract Work Hours Standard Act.

Procurement will be subject to regulations contained in 40 CFR Part 31.36 or DOW Procurement Guidance. Procurement will be subject to DOW Procurement Guidance with including of the Davis-Bacon Act.

Contractor/Subcontractor will comply with 41 CFR 60-4, in regard to affirmative action, to insure equal opportunity to females and minorities and will apply the time tables set forth in 41 CFR 60-4 if applicable to the area of the project.

Bidder will make positive efforts to use small, minority, women owned and disadvantaged businesses.

Bidders must certify that they do not, and will not, maintain or provide for their employees any facilities that are segregated on the basis of race, color, creed or national origin.

Federal law prohibits discrimination on the grounds of race, color, national origin, religion, age, handicap and sex in this project. Minority firms are encouraged to participate.

Project is funded with SRF loan.

Green-Taylor Water District

INSTRUCTIONS TO BIDDERS

BIDS will be received by Green-Taylor Water District
(herein called the "OWNER"), at 250 Industrial Park Road, Greensburg, Kentucky 42743
until 11:00 AM CST on September 11, 2018 and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to Green-Taylor Water District, At 250 Industrial Park Road, Greensburg, Kentucky 42743. Each sealed envelope containing a BID must be plainly marked on the outside as BID for 2018 WATER SYSTEM IMPROVEMENTS WATERLINE EXTENSIONS and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the owner at 250 Industrial Park Road, Greensburg, Kentucky 42743.

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

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

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

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

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

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

A performance BOND and a payment BOND each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

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

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

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

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

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

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

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

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

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

The ENGINEER is Cann-Tech, LLC. The ENGINEER'S address is 1100 Glensboro Rd, Parkview Center, Suite 9, Lawrenceburg, KY 40342. Any and all questions shall be submitted via email to MBAKER@KIH.NET, ATTN: Matt Baker.

GENERAL CONDITIONS

1. DEFINITIONS
2. CONTRACT AND CONTRACT DOCUMENTS
3. SCHEDULES, REPORTS AND RECORDS
4. ADDITIONAL INSTRUCTIONS AND DETAILED DRAWINGS
5. DRAWINGS AND SPECIFICATIONS
6. SHOP OR SETTING DRAWINGS
7. MATERIALS, SERVICES AND FACILITIES
8. CONTRACTOR'S TITLE TO MATERIALS
9. INSPECTION AND TESTING
10. SUBSTITUTIONS
11. PATENTS
12. SURVEYS, PERMITS, AND REGULATIONS
13. PROTECTION OF WORK, PROPERTY AND PERSONS
14. CONTRACTOR'S OBLIGATION FOR SUPERVISION
15. CHANGES IN WORK
16. CHANGES IN CONTRACT PRICE
17. TIME FOR COMPLETION AND LIQUIDATED DAMAGES
18. CORRECTION OF WORK
19. SUBSURFACE CONDITIONS
20. SUSPENSION OF WORK, PROPERTY AND PERSONS
21. PAYMENTS TO CONTRACTOR
22. PAYMENTS BY CONTRACTOR
23. ACCEPTANCE OF FINAL PAYMENT AS RELEASE
24. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE
25. CONTRACT SECURITY
26. ASSIGNMENTS
27. INDEMNIFICATION
28. SEPARATE CONTRACTS
29. SUBCONTRACTING
30. ENGINEERS AUTHORITY
31. LAND AND RIGHTS-OF -WAY
32. GUARANTEE
33. ARBITRATION
34. TAXES
35. USE OF PREMISES AND REMOVAL OF DEBRIS
36. QUANTITIES OF ESTIMATES
37. CONFLICTING CONDITIONS
38. NOTICE AND SERVICE THEREOF
39. REQUIRED PROVISIONS DEEMED INSERTED
40. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION
41. LABOR STANDARDS
42. INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS
43. OTHER PROHIBITED INTERESTS
44. EXISTING UTILITIES
45. STANDARD SPECIFICATIONS
46. SANITARY FACILITIES
47. SUPERVISION OF INSTALLATION
48. AIR AND WATER POLLUTION CONTROL
49. USE OF CHEMICALS
50. DAMAGE TO EXISTING LANDSCAPING, PAYMENT, STRUCTURES, SIDEWALKS, CURBS, ETC.

1. DEFINITIONS

- 1.1 The following terms used in the Contract Documents shall be applicable of both the singular and plural and be defined as follows:
- 1.2 Addenda – Instructions, either written or graphic issued prior to the execution of the Agreement or portions thereof which modify or interpret the Contract Documents, Drawings, and Specifications, by deletions, additions, clarifications, or corrections.
- 1.3 Bid – The proposal or offer submitted by the Bidder on prescribed forms setting forth prices for work to be performed.
- 1.4 Bidder – A person, firm or corporation submitting a Bid for the proposed work.
- 1.5 Bonds – instruments id security in the form of Bid, Performance or Payment Bonds, furnished by the Contractor and surety in accordance with Contract Documents.
- 1.6 Change Order - A written order to the Contractor authorizing revisions, deletions, or additions to the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
Contract Documents - The Contact and all other instruments associated with the Contract including Advertisements For Bids, Information For Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice To Proceed, Change Orders, Drawings, Specification, And Addenda.
- 1.8 Contract Price – The total sum of monies payable to the Contractor under the conditions and terms set forth in the Contract Documents.
- 1.9 Contract Time - The number of calendar days set forth in the Contract Documents for completion of the work
- 1.10 Contractor - A person, firm, or corporation with whom the Owner has executed a Contract or Agreement.
- 1.11 Drawings – A portion of the Contract Documents that illustrate the characteristics and scope of Work to be performed and which have been prepared and approved by the Engineer and appropriate regulatory Agencies.
- 1.12 Engineer – The person, firms or corporations named as such in the Contract Documents.
- 1.13 Field Order – A written notice or order issued by the Engineer effecting a change in the Work that does not result in an amendment in Contract Price or Contract Time.
- 1.14 Notice of Award – A written notice issued by the Owner to the Bidder accepting his Bid.
- 1.15 Notice to Proceed – A written document issued by the Owner to the Contractor authorizing initiation of the Work and firmly establishing the date of initiation of such Work.
- 1.16 Owner – The public body or authority for whom the Work is being performed.
- 1.17 Project – A task to be performed as set forth in the Contract Documents
- 1.18 Resident Project Representative – An authorized representative of the Owner that is assigned to the Project site or any portion thereof.
- 1.19 Shop Drawings – Diagrams, brochures, schedules, drawings and other data that have been prepared by the Contractor, Subcontractor, manufacturers, suppliers, or distributors that illustrates installations or fabrication of specific portions of the Work.
- 1.20 Specifications – A portion of the Contract Documents that contains written description concerning materials, equipment, construction methods, standards, and workmanship.
- 1.21 Subcontractor – An individual, firm, or corporation having a direct contact with the Contractor or with any other Subcontractor for the performance of the Work.
- 1.22 Substantial Completion – The date certified by the Engineer that construction on the Project or any portion thereof is sufficiently complete, in accordance with Contract Documents to permit the Project or portions thereof to be utilized for the purpose intended.
- 1.23 Supplemental General Conditions - Modifications to the General Conditions that may be required by the Federal, State, or local agencies for participation in the project and approved in writing by the agency prior to inclusion in the Contract Documents or such requirements that may be imposed by applicable state law.
- 1.24 Supplier – Any person, firm or organization that supplies material or equipment for accomplishing the Work, including fabrication, but does not perform labor at the Work site.
- 1.25 Work – Labor, materials, and equipment necessary to satisfy the construction requirements by the Contractor in accordance with the Contract Documents.

- 1.26 Written Notice – A written communication to any party of the Agreement. Such notices will be considered delivered when posted by certified or registered mail to the last known address of the addressee or when hand delivered to addressee or his authorized representative.
2. **CONTRACT AND CONTRACT DOCUMENTS**
Plans Specifications and Addenda shall form a part of the contract and the provisions thereof shall be as binding upon the parties hereto as if they were fully set forth herein. Table of Content, Titles, and Headings contained in said documents are solely for the purpose of reference and have no limiting effect of the interpretation of the provisions to which referenced.
3. **SCHEDULES, REPORTS AND RECORDS**
- 3.1 The Contractor shall submit to the Owner such schedules of quantities, costs, progress reports, estimate, records, and other information as may be requested by the Owner.
- 3.2 The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Owner/Engineer, prepare and submit to the Owner/Engineer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Owner/Engineer may withhold approval of progress payments until the Contractor submits the required schedule.
- 3.3 The contractor shall enter the actual progress on the chart as directed by the Owner/Engineer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Owner/Engineer. If, in the opinion of the Owner/Engineer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Owner/Engineer, without additional cost to the Owner. In this circumstance, the Owner/Engineer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount to construction plant, and to submit for approval any supplementary schedule or schedules on chart form ad the Owner/Engineer deems necessary to demonstrate how the approved rate of progress will be regained.
- 3.4 Contractor shall also furnish on forms supplied by the owner (a) a detailed estimate giving a complete breakdown of the Contract Price and (b) periodic itemized estimates of Work done for the purpose of making partial payments thereon. The cost employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deduction from the Contract Price.
- 3.5 The contractor will also submit dates for submission of Shop Drawings, the beginning of manufacture, testing and installation of materials, equipment and supplies. The Contractor shall also submit dates that special detail drawings will be required, if any, by the Engineer.
- 3.6 Failure of the Contractor to comply with the requirements of the Owner/Engineer under this clause shall be grounds for a determination by the Owner/Engineer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Owner/Engineer may terminate the Contractor's right to proceed with the work, or and separable part o it, in accordance with the terms of this contract.
4. **ADDITIONAL INSTRUCTIONS AND DETAILED DRAWINGS**
- 4.1 The Contractor will be provided with additional instructions and detailed small letters Drawings as necessary to carry out the Work set forth in the Contract Documents.
- 4.2 Additional drawings and instructions supplied to the Contractor will become a part of the Contract Documents. In the event of conflict between additional drawings and instruction and he Contract Documents, the Contractor shall notify the Engineer immediately in writing.

5. DRAWINGS AND SPECIFICATIONS
- 5.1 The Drawings, Specifications, and Agenda shall become a part of the Contract Documents and are provided with the intent that the Contractor shall furnish all labor, materials, tools, equipment and transportation necessary for proper execution of the Work in accordance with the Contract Documents and all other incidental work necessary to complete the Project in a n acceptable manner, ready for use, occupancy or operation by the Owner.
- 5.2 The Engineer, without charge, will furnish to the Contractor not more than eight (8) sets of the Plans and Specifications. If additional sets of documents are required by the Contractor for the proper handling of the Work, such documents will be furnished to the Contractor at cost.
- 5.3 Should there be conflict between Drawings and Specifications, the Specifications shall govern and detailed Drawings shall govern over general Drawings. Figure dimensions on Drawings shall govern over scale dimensions on Drawings.
- 5.4 All work or material shown on the Plans and not mentioned in the Specification or any work specified and not shown on the Plans, shall be furnished, performed, and done by the Contractor as if the same were both mentioned in the Specification and shown on the Plans.
- 5.5 Should the Contractor on preparing his Bid find anything necessary for the construction of the Project that is not mentioned in the Specification or shown on the Plans, or find any other discrepancy in the Specifications, Plans or Contract Documents, he shall notify the Engineer so that such discrepancies may be corrected by addendum prior to the letting. Should the Contractor fail to notify the Engineer of such discrepancies, it will be assumed that his Bid included everything necessary for the complete construction in the spirit and intent of the designs shown.
- 5.6 In the event the Contractor should note discrepancies between the Drawings and the Specification, and site conditions or any other inconsistencies, or ambiguities, such inconsistencies or ambiguities shall be reported immediately to the Engineer in writing. The Engineer shall promptly correct such inconsistencies or ambiguities in writing. Any Work done by the Contractor subsequent to his discovery of such inconsistencies or ambiguities shall be done at the Contractor's risk.
- 5.7 The Contractor shall, during the course of the construction, maintain an updated set of plans, marked by the Contractor, showing all deviations from the original and such notes as required to clarify the cause of such deviations and showing final locations of underground utilities such as sewer service connections and buried valves by giving offset distances to surface improvements such as building corners, curbs, manholes, etc. The purpose of these updated plans are to facilitate the completion of the record drawings by the Engineer after the completion of the Work. Nothing in this section shall be construction to relieve the Contractor from obtaining the Engineer's prior written approval for any deviation from the Plans or specifications.
6. SHOP OR SETTING DRAWINGS
- 6.1 The Contractor shall promptly submit to the Engineer four (4) copies of each Shop Drawing regarding proposed materials and equipment to be supplied for the project. Subsequent to examination of such Shop Drawings by the Engineer and the return thereof, the Contractor shall make such corrections to the Shop Drawings as have been indicated and shall furnish the Engineer with two (2) corrected copies. Regardless of corrections made on or review given to such Shop Drawings by the Engineer, a Change Order shall evidence any Shop Drawing, which substantially deviates from the requirements of the Contract Documents. Review of the Shop Drawings by the Engineer shall in no way relieve the Contractor from responsibility for deviation from the Contract Documents unless specifically stated in writing by the Engineer.
- 6.2 Work requiring the submission of a Shop drawing by the Contractor shall not be initiated until the Shop Drawing has been submitted to and Reviewed by the Engineer. The Contractor shall certify to the Engineer that he has checked and approved the Shop Drawings and that they are in accordance with the requirements of the Contract Documents.

7. MATERIALS, SERVICES AND FACILITIES

- 7.1 Except as otherwise stated in the Contract Documents, the Contractor shall furnish any pay for all materials, labor, tools, equipment, utilities, transportation, supervision, temporary construction and all other services and facilities required in the execution, completion and delivery of the Work in accordance with the Contract Documents.
- 7.2 Storage of materials and equipment to be used in the Project shall be accomplished in a manner to insure security, preservation of quality, and suitability for incorporation in the Work.
- 7.3 Manufactured equipment and materials shall be installed, constructed and erected by the Contractor in strict accordance with the manufacturer's direction unless specifically directed otherwise in writing by the Engineer.
- 7.4 Manufactured equipment and materials to be used in the Project shall be the same as samples submitted to an approved by the Engineer. Second hand or salvaged materials will not be permitted unless specifically provided for in the Contract Documents.
- 7.5 Any Work necessary to be performed after regular hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

8. CONTRACTOR'S TITLE TO MATERIALS

The Contractor or Subcontractor shall purchase no manufactured equipment, materials, or supplies to be used in the Work subject to any chattel mortgage, conditional sales contract or other agreement by which an interest is retained by the Seller. The Contractor and Subcontractor shall warrant that he has good title to all materials and supplies used by him in the Work, free of all liens, claims or encumbrances.

9. INSPECTIONS AND TESTING

- 9.1 All manufactured equipment, materials, and supplies used in the construction of the Project shall be subject to inspection, testing, and observation in accordance with generally accepted standards as required and defined in the Contract Documents.
- 9.2 The cost of testing and inspection services required by the Contract Documents shall be borne by the Contractor unless otherwise specified.
- 9.3 All other inspection and testing services not required by the Contract Documents, shall be borne by the Owner.
- 9.4 In the event that Contract Documents, laws, ordinances, regulations, rules, orders or other directions of any public authority having jurisdiction over the Work requires specific inspection, testing or approval of someone other than the Contractor, the Contractor shall provide the Engineer timely notice of readiness and the Contractor shall furnish the Engineer with the required certificates of inspection, testing or approval as appropriate.
- 9.5 Neither observation by the Engineer nor inspection, tests, or approvals by others relieve the Contractor of his obligations to perform the Work as required in the Contract Documents.
- 9.6 The Engineer, Owner and their representatives shall have access to the Work at all times. In addition, representatives and agents of Federal, State and Local governments having jurisdiction of any portion of the Work shall be permitted to inspect the Work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records, in accordance with Federal laws. Proper facilities shall be provided by the Contractor for such access, observation, inspection and testing of the Work.
- 9.7 Should any Work be covered contrary to the written instructions of the Engineer, such Work shall be uncovered for observation and replaced at the Contractor's expense.
- 9.8 Should any Work be covered which the Engineer has not specifically requested to observe prior to its being covered, or should the Engineer consider it necessary that such Work be inspected or tested by others, the Contractor, shall at the Engineer's Written request, uncover or otherwise expose the Work in question for observation, inspection or testing. The Contractor, shall furnish all labor, materials and equipment necessary to accomplish this purpose. If the Engineer determines that such work is defective or in conflict with the Contract Documents, the Contractor shall bear all expenses of such uncovering, exposure, observation, inspection or testing as well as satisfactory reconstruction. If such work is found not to be defective, the contractor shall be allowed an increase in Contract Price or an extension of Contract Time or both, attributable to such uncovering, exposure, observation, and inspection. An appropriate Change Order shall be prepared and issued by the Engineer.

10. SUBSTITUTIONS

Whenever a material, article or equipment is identified on the Drawings or in the Specifications by brand name, manufacturer's name or catalog number, it shall be understood that such reference is for defining the performance, requirements, quality, capacity and other salient features of that being specified. The Contractor may recommend substitution, by brand name or catalog number, for materials, articles, or equipment provided it is of equal substance and function to that referred to in the Contract Documents. If, in the opinion of the Engineer, recommended alternates are of equal substance, function and capacity as that specified, the Engineer may approve the substitution and use by the Contractor. Any cost differential shall be adjusted in the Contract Price and the Contract Documents shall be modified by a Change Order. The contractor shall warrant that if substitutions are approved, no major changes in function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute requested by the Contractor without a change in Contract Time or Contract Price.

11. PATENTS

11.1 The Contractor shall hold and save the Owner and its officers, agents and employees harmless, from liability of any type, including cost and expenses for or on account of, any patented or unpatented inventions, process, or article manufactured and used in the performance of the Work and its intended use thereafter, unless otherwise stipulated in the Contract Documents.

11.2 If the Contractor uses any device, materials or designs covered by patent, copyright or letters, he shall provide for such use by obtaining a suitable agreement with the Owner of such patented or copyrighted material, device or design. It shall be understood and agreed by the Contractor that, without exception, the Contract Price shall include all royalties or costs arising from the use of such materials, devices and designs used in the Work. The Contractor or his Sureties shall indemnify and save harmless the owner from any and all claims for infringement by reason of use of such patented or copyrighted device, materials, or design or any trademark in connection with the Work to be performed within the scope of the Contract Documents and shall indemnify the Owner for any costs, expenses, or damage which by reason of infringement may be due and payable after completion of the Work.

12. SURVEYS, PERMITS, AND REGULATIONS

12.1 Land surveys and/or base lines for locating principal structures associated with the Project together with a suitable number of bench marks near the Work site will be furnished by the owner and shown in the Contract Documents. Utilizing information provided by the owner, the Contractor shall develop all detail surveys needed for construction, unless specified otherwise in the Contract Documents, including but not limited to slope stakes, batter boards, stakes for pile location, working points, line elevations and cut sheets.

12.2 The Contractor shall assure preservation of benchmarks, and other reference points. In the event of willful or careless destruction, he shall be charged with the resulting from such loss of benchmarks or other reference points.

12.3 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental General Conditions or Special Conditions permits, licenses and easements for permanent changes in existing facilities shall be secured and paid for by the owner, unless otherwise specified. If the contractor observes that the Contract Documents are at variance as provided in Section 15, Changes in Work.

13. PROTECTION OF WORK, PROPERTY AND PERSONS

- 13.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadway, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain, as required by conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused directly or indirectly in whole or in part by the Contractor, and subcontractor or anyone for whose acts any of them be liable.
- 13.2 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

14. CONTRACTOR'S OBLIGATION FOR SUPERVISION

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

15. CHANGES IN WORK

- 15.1 The Owner may, at any time as needed arises, order changes within the scope of the Work without invalidation the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.
- 15.2 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer unless the Contractor believes that such a Field Order entitles him to a change in Contract price or Time or both, in which event he shall give the Engineer written notice thereof within seven (7) days after receipt of the ordered change. Thereafter, the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

16. CHANGES IN CONTRACT PRICE

The Contract Price may be changed only by a Change order. The value of any Work covered by a Change order or of any claim for increase or decrease in the Contract price shall be negotiated and determined by one or more of the following methods in the order of precedence listed below:

- (a) An agreed lump sum
- (b) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

17. TIME FOR COMPLETION AND LIQUIDATED DAMAGES
- 17.1 The date of beginning and the time for completion of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.
- 17.2 The Contractor will proceed with the Work at such a rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed by and between the Contractor and the Owner that the Contract Time for the completion of the work described herein is reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.
- 17.3 If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.
- 17.4 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following and the Contractor has within seven calendar days given Written Notice of such delay to the Owner or Engineer.
- 17.4.1 To any preference priority or allocation order duly issued by the Owner.
- 17.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor including but not restricted to acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.
- 17.4.3 To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 17.4.1 and 17.4.2 of this article.
18. CORRECTION OF WORK
- 18.1 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract documents and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- 18.2 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.
19. SUBSURFACE CONDITIONS
- 19.1 The Contractor shall promptly and before such conditions are disturbed, except in the event of an emergency, notify the Owner by Written Notice of:
- 19.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents: or
- 19.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.
- 19.2 The Owner shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice; provided that the Owner may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.
- 19.3 Information such as rock soundings or soil borings shown on the plans depicting subsurface conditions are thought to be representative but cannot be guaranteed accurate. It is the Contractor's responsibility to make any additional investigations necessary to ascertain or verify subsurface conditions. If subsurface conditions different from those indicated on the plans are encountered during construction, there will be no increase in Contract Price unless provided by unit prices listed on the Bid Form or by Change Order.

20. SUSPENSION OF WORK, TERMINATION AND DELAY
- 20.1 The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer. Such Written Notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on that date so fixed. The Contractor will be allowed an increase in the Contract price or an extension of the Contract Time, or both, directly attribute to any suspension.
- 20.2 If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors for labor, materials, equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Document, then the owner may, without prejudice to any other right remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such cost incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.
- 20.3 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.
- 20.4 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.
- 20.5 If through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days of its approval and presentation, then the contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the Engineer, stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.
- 20.6 In the event that the Owner or Engineer determine that the Work is not being done in accordance with the Contract Documents, including, but not limited to, the fact that the Contractor does not have adequate supervision on site in accordance with Section 14 (Contractor's Obligation For Supervision) of these General Conditions, the Contractor may be ordered to stop work until he is in compliance with the Contract Documents without an increase in contract amount or time for completion.

21. PAYMENTS TO CONTRACTOR

- 21.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as the engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within ten (10) days of presentation to him of an approved partial payment, or at an earlier date if the Owner has received federal reimbursement funds to cover the payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain ten (10) percent of the amount of each payment until 50% of the work is completed at which time the retainage may be reduced to 5% if satisfactory progress is being made. When the Work is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract documents, payment may be made in full, including retained percentages, less authorized deductions.
- 21.2 The request for payment may also include all allowance for the cost of such major materials and equipment, which are suitably stored either at or near the site.
- 21.3 Prior to Substantial Completion, the owner with the approval of the engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work.
- 21.4 Performance of related work on the premises by the Owner or use of partially completed portions of the Work by the Owner shall in no way be construed as relieving the Contractor of the sole responsibility for completing all Work in accordance with the Contract Document, for care and protection of the Work, and for restoration of any damaged Work except such as may be caused by agents or employees of the Owner.
- 21.5 Upon completion and acceptance of the Work, the Engineer shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents, the entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work.
- 21.6 The Contractor will indemnify and save the Owner or the owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, furnishers of materials and machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the request of the Owner, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be constructed to impose any obligations upon the Owner to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

22. **PAYMENTS BY CONTRACTOR**
The Contractor shall pay: (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of 90% of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the Work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his Subcontractors, not later than the 15th day following each payment to the Contractor on account of the Work performed by his Subcontractors to the extent of each Subcontractor's interest therein.
23. **ACCEPTANCE OF FINAL PAYMENT AS RELEASE**
The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise shall not release the Contractor or his sureties from any obligations under the Contract Documents of the Performance Bond and Payment Bonds.
24. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**
- 24.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by an Subcontractor or by anyone for whose acts any of them may be liable:
- 24.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
- 24.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- 24.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- 24.1.4 Claims for damages insured by usual 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 the Contractor, or (b) by any other person; and
- 24.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- 24.2 All insurance to be procured and maintained by Contractor pursuant to this Contract shall be with Best A-rated companies acceptable to Owner, and certificated evidencing such insurance acceptable to Owner shall be filed with the Owner prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies shall not be canceled unless at least fifteen (15) days prior written notice has been given to Owner. Owner shall be named as an additional insured on all said policies of insurance.
- 24.3 The Contractor shall procure and maintain, at his own expense during the Contract Time, liability insurance as hereinafter specified.
- 24.3.1 Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to he Contractor and protecting him from all claims for destruction of or damage to property arising out of or in connection with any operation under the Contract Documents, whether such operations be by himself or by any Subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a Subcontractor under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and limit of liability of not less than \$3,000,000 aggregate for any damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one accident.

- 24.3.2 The Contractor shall acquire and maintain, Fire and Extended Coverage Insurance upon the Project to the full insurable value thereof for the benefits of the Owner, the Contractor, and the Subcontractors as their interest may appear. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project.
- 24.4 The Contractor shall procure and maintain, at his own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the Work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all his employees at the site of the Project. In case of any work sublet, the Contractor shall require such subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all the latter's employees engaged in hazardous work under this contract at the site of the Project is not protected under Workmen's Compensation statute, the contractor shall provide, and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.
- 24.5 The Contractor shall secure, "All Risk" type Builder's Risk Insurance of Work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the contract price totaled in the Bid. The Policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during Contract Time, and until the Work is accepted by the Owner. The policy shall name as the insured the Contractor, the Engineer, and the Owner. If the Builder's Risk Insurance excludes flood damage, the Contractor shall be required to secure the maximum amount of Federal Flood Insurance available for the Contract.
- 24.6 Further Insurance information pertaining to occupancy of railroad property is located within the special conditions.

25. **CONTRACT SECURITY**

The Contractor shall within ten (10) days after receipt of the Notice of Award furnish the Owner with a Performance Bond and a Payment Bond in penalty sums equal to the amount of the Contract Price conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the Contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. The Contractor shall execute such Bonds with a corporate bonding company licensed to transact such business in the State where the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State in which the Work is to be performed or is removed from the list of surety Companies accepted on Federal Bonds, contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond, (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The Premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

26. **ASSIGNMENTS**

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

27. **INDEMNIFICATION**

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

- 27.2 In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them are liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefits acts.
- 27.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.
28. SEPARATE CONTRACTS
- 28.1 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford the Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his Work with theirs. If the proper execution or results of a any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.
- 28.2 The Owner may perform additional work related to the Project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his work with theirs.
- 28.3 If the performers of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional expense or entitles him to an extension of the Contract Time, he may make a claim thereof as provided in Section 16 and 17.
29. SUBCONTRACTING
- 29.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal contracting practices, are performed, by specialty Subcontractors.
- 29.2 The Contractor shall not award any Work to any Subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor, which statement will contain such information as the owner may require.
- 29.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of person directly or indirectly employed by him.
- 29.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents in so far as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- 29.5 Nothing contained in this contract shall create any contractual relation between any Subcontractor and the Owner.
- 29.6 The Contractor will insert in any subcontracts the clauses contained in 29 CFR 5.5 (a) (1) through (5) and (7) and such other clauses and appropriate instructions as the Environmental Protection Agency may require, and also a clause requiring the Subcontractors to include these clauses in any tier subcontractors which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

30. ENGINEER'S AUTHORITY
- 30.1 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions that may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The engineer will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.
- 30.2 The Contractor will be held strictly to the intent of the Contract Document in regard to the quality of material, workmanship and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 30.3 The Engineer will not be responsible for the construction means, control, techniques, sequences, procedures, or construction safety.
- 30.4 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.
31. LAND AND RIGHTS-OF-WAY
- 31.1 Prior to issuance of the Notice to Proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.
- 31.2 The Owner shall provide to the Contractor information, which delineates and describes the lands owned and rights-of-way acquired.
- 31.3 The Contractor shall provide at his own expense without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.
32. GUARANTEE
- The Contractor shall guarantee all materials and equipment and work performed for a period of one (1) year after final acceptance by the Owner of all work at both plants. The Contractor warrants and guarantees during the guarantee period that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.
33. ARBITRATION
- 33.1 All claims, disputes and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 23, (Acceptance of Final Payment As Release), shall be decided by arbitration, if all parties mutually agree, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Any arbitration based on settlements or awards shall include the following information: (a) finding of fact, (b) allocation of award to each issue, (c) conclusion of law, (d) basis of award and rationale. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
- 33.2 Notice of the demand for arbitration shall be filed in writing with the other party to the Contract Documents and with the American Arbitration Association, and a copy shall be filed with the Engineer. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.
- 33.3 The Contractor shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.
34. TAXES
- The Contractor shall pay all sales, consumer, use and other similar taxes required by laws of the State where the Work is performed, unless proper forms are acquired and submitted exempting the Contractor from such taxes.

35. **USE OF PREMISES AND REMOVAL OF DEBRIS**
- 35.1 The Contractor expressly undertakes at his own expense:
- 35.1.1 To take every precaution against injuries to persons or damage to property.
- 35.1.2 To store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of his Work or the Work of any other Contractors;
- 35.1.3 To Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.
- 35.1.4 To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that all times the site of the Work shall present a neat, orderly and workmanlike appearance;
- 35.1.5 Before final payment, to remove all surplus material, falsework, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
- 35.1.6 To effect all cutting, fitting or patching of his Work required to make the same to conform to the plans and specification and, except with the consent of the Engineer, not to cut otherwise alter the Work of any other Contractor.
36. **QUANTITIES OF ESTIMATES**
- Whenever the estimated quantities of Work to be done and materials to be furnished on a unit price basis under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids, and the right is expressly reserved, except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the Work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.
37. **CONFLICTING CONDITIONS**
- Any provision in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall void to the extent of such conflict or inconsistency.
38. **NOTICE AND SERVICE THEREOF**
- Any notice of any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted by certified or registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the Work.
39. **REQUIRED PROVISIONS DEEMED INSERTED**
- 39.1 Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or other wise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.
- 39.2 The Contractor agrees to abide by all local and state laws or ordinances to the extent that such requirements do not conflict with Federal Laws or regulations.
40. **SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION**
- In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act as amended, and the Occupational Safety and Health Act of 1970 as amended, and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from Work, arising out of and in the course of employment of Work under the Contract. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. He shall provide safety controls for protection of life and health of employees. The Contractor shall comply with all safety regulations of the State Department of Labor.

41. **LABOR STANDARDS**
The contractor shall comply with the appropriate prevailing wage rates applicable to this project; they are contained in the Wage Rate Section of these Specifications.
42. **INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS**
No federal, state or local official shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
43. **OTHER PROHIBITED INTEREST**
No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept to approve, or to take part in negotiation, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontractor in connection with the construction of the Project, shall become directly or indirectly interested personally in this contract or in any hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall come directly or indirectly interested personally in this contract, subcontract, insurance contract, or any other contract pertaining to the Project.
44. **EXISTING UTILITIES**
- 44.1 Special precautions shall be taken by the Contractor to avoid damage to existing overhead and underground utilities owned and operated by the Owner or by public or private utility companies.
- 44.2 With particular respect to existing underground utilities, the available information concerning their location has been shown on the Drawings. While it is believed that the locations shown are reasonably correct, neither the Engineer nor the Owner can guarantee the accuracy or adequacy of this information
- 44.3 Before proceeding with the Work, the Contractor shall confer with all public or private companies, agencies, or departments that own and operate utilities in the vicinity of the construction work. The purpose of the conference or conferences, shall be to notify said companies, agencies, or departments of the proposed construction schedule, verify the location of, and possible interference with, the existing utilities that are shown on the plans, arrange for necessary suspension of service and make arrangements to locate and avoid interference with all utilities (including house connections) that are not shown on the plans. The Engineer and owner have no objection to the contractor arranging for the said utility companies, agencies, or departments to locate and uncover their own utilities; however, the Contractor shall bear the entire responsibility for locating and avoiding or repairing damage to said existing utilities.
- 44.4 When the Contractor encounters any utilities not shown on the plans or indifferent location than shown on the plans and in conflict with the Work, he shall immediately notify the Engineer.
- 44.5 It is suggested that the Contractor locate all unknown metallic hazards, namely buried pipe, metals, etc by using a pipe locator. The pipe locator shall immediately proceed to trench ditching and all hazards located and marked in such manner as to notify the machine operator of such hazard.
- 44.6 Where existing utilities or appurtenant structures, either underground or aboveground, are encountered, they shall not be displaced or molested unless necessary, and in such case shall be replaced in as good or better condition than found as quickly as possible. The Contractor will make all necessary utility relocations unless otherwise noted. Where new water lines, gas lines, or sewer lines are necessary, the Contractor shall maintain the existing lines in service until new lines are in service or shall provide temporary utility service to affected customers at his expense.
- 44.7 It is expected that the contractor will be diligent in his efforts and use every possible means to locate existing utilities. Any claims for unavoidable damage, based on improper or unknown locations, will be thoroughly examined in the light of the Contractor's efforts to locate the said utilities or obstructions prior to beginning construction.

45. **STANDARD SPECIFICATIONS**
Where standard specifications, such as those of the American Society for Testing Materials, the American Standards Association, the American Association of State Highway and Transportation Officials, the Federal Aviation Agency, etc. are referred to in the specification and Contract Documents and on the plans, said references shall be construed to mean the latest amended and/or revised versions of the said standard or tentative specifications.
46. **SANITARY FACILITIES**
The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, enclosed temporary toilets, in sufficient number, shall be placed as directed by the Engineer. Permanent toilets installed under this Contract shall not be used during construction. Drinking water shall be provided from an approved safe source, so piped or transported as to be kept clean and fresh, and served from single service containers of satisfactory types.
47. **SUPERVISION OF INSTALLATION**
All major equipment and control systems shall be installed under the supervision of a qualified installation Engineer and/or representative furnished by the manufacturer of such equipment or control system.
48. **AIR AND WATER POLLUTION CONTROL**
The Contractor shall provide all materials, equipment, devices and work required to comply with air and water standards and to accomplish construction of the Project in a manner that will protect, enhance, and maintain a favorable environment. The Contractor, at all times, shall observe and comply with all federal, state, possession, and local laws, codes, ordinances, and regulation governing air and water pollution control and the Contractor and his surety shall indemnify and save harmless the Owner and all his officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decrees, whether by himself or his employees. The Contractor shall bear all expense of meeting and maintaining air and water standards, and any accessory features incidental to compliance without additional or direct compensation, except as otherwise specified. The Contractor shall take appropriate actions to minimize siltation and soil erosion, control noise and limit odors during construction. No bypassing of wastewater will occur in conjunction with this contract without prior approval of the State Water Pollution Control Agency, and the United States Environmental Protection Agency.
49. **USE OF CHEMICALS**
All Chemicals used during project construction or furnished for project operations, whether herbicide, pesticide, disinfectant, polymer, reactant, or of such classification, must show approval of either EPA or USDA. Use of all such chemicals shall be in conformance with instructions.
50. **DAMAGE TO EXISTING LANDSCAPING, PAVEMENTS, STRUCTURES, SIDEWALKS, CURBS, ETC**
The Contractor shall be responsible for replacing all lawns, trees, shrubs, fences, sidewalks, driveways, curbs, ditches, drainage structures, or other improvements both public and private, which are damaged in carrying out the Work. 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 appearance of the tree. Tree trunks receiving damage from equipment shall be treated with tree dressing. Trees removed shall be replaced with trees of a like kind, 5'-6' in height as directed by the Engineer.

END OF GENERAL CONDITIONS

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

**Project Name: 2018 Water System Improvements Waterline
Extensions Green-Taylor Water District**

Project Number: F18-005

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
KRS Chapter 45A-Kentucky Model Procurement Code	2
Equal Employment Opportunity (EEO) Documents:	
Notice of Requirement for Affirmative Action	3
Contract Specifications (Executive Order 11246)	4
EEO Goals for Region 4 Economic Areas	5
Special Notice #1 - Check List of EEO Documentation	6
Employer Information Report EEO-1 (SF 100)	7
Labor Standards Provisions for Federally Assisted Construction, EPA Form 5720-4	8
Certifications	
Debarment, Suspension and Other Responsibility Matters	9
Anti-lobbying	10
Region 4 Disadvantaged Business Enterprise (DBE)	11
Bonds and Insurance	12
Storm Water General Permit	13
Davis-Bacon Wage Rate Requirements under FY 2013 Continuing Resolution	14
American Iron and Steel Requirement	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.**

KRS Chapter 45A
Kentucky Model Procurement Code

45A.075 Methods of awarding state contracts.

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

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

Effective: June 24, 2003

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

45A.080 Competitive sealed bidding.

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

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

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

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

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

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

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

Effective: July 15, 2010

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

45A.085 Competitive negotiation.

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

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

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

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

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

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

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

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

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

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

Effective: July 15, 2010

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

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

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

- (a) That there are no additional funds available from any source so as to permit an award to the responsive and responsible bidder whose bid offers the best value; and
- (b) The best interest of the state will not permit the delay attendant to a resolicitation under revised specifications, or for revised quantities, under competitive sealed bidding as provided in KRS 45A.080, then a negotiated award may be made as set forth in subsections (2) or (3) of this section.

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

- (a) If discussions pertaining to the revision of the specifications or quantities are held with any potential offeror, all other potential offerors shall be afforded an opportunity to take part in such discussions; and
- (b) A request for proposals, based upon revised specifications or quantities, shall be issued as promptly as possible, shall provide for an expeditious response to the revised requirements, and shall be awarded upon the basis of best value.

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

Effective: July 15, 2010

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

45A.095 Noncompetitive negotiation.

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

- (a) For contractual services where no competition exists, such as telephone service, electrical energy, and other public utility services;
- (b) Where rates are fixed by law or ordinance;
- (c) For library books;
- (d) For commercial items that are purchased for resale;
- (e) For interests in real property;
- (f) For visiting speakers, professors, expert witnesses, and performing artists;
- (g) For personal service contracts executed pursuant to KRS 45A.690 to 45A.725; and

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

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

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

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

Effective: July 15, 2002

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

45A.100 Small purchases by state governmental bodies.

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

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

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

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

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

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

Effective: July 15, 2010

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

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

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

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

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

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

Goals for female participation in each trade.....6.9%
Goals for minority participation in each trade.....Insert goals for each year
(see Attachment Number 5)

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

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

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

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

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

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

EEO Specifications

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

1. As used in these specifications:
 - (a) Covered Area means the geographical area described in the solicitation from which this contract resulted.
 - (b) Director means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - (c) Employer identification number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (d) Minority includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take a good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7-a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female

utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

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

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

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

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

all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, lay-off, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

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

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative actions obligations (7 a through p). The efforts of a contractor association, joint contractor-union, contractor-community, of 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 DOW- Feb 2016

specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be defense for the Contractor's noncompliance.

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

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

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

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

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

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

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

EEO Goals for Economic Areas in Region 4

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

Kentucky:

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

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

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

The low, responsive responsible bidder must forward the following items, in duplicate, to the owner no later than ten (10) days after bid opening. The owner shall have one (1) copy available for inspection by the Office of Federal Contracts Compliance within 14 days after the bid opening. The web site for the OFCC is http://www.dol.gov/ofccp/regs/compliance/ca_11246.htm.

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

Employer Information Report EEO-1

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

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

The EEO-1 Report must be filed by:

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

(B) All federal contractors (private employers), who: (1) are not exempt as provided for by 41 CFR 60-1.5, (2) have 50 or more employees, and (a) are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or (b) serve as depository of Government funds in any amount, or (c) is a financial institution which is an issuing or 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.eeoc.gov/employers/eeo1survey/>

and select "Filing Time Filers" 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 9) and submit to the owner with the bid proposal.

Anti-lobbying Certification

All prime Construction Contractors must certify (Attachment Number 10) 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 Procurement Technical Assistance Center (PTAC). The easiest way to utilize the services of PTAC is to send an email: ptac@ksbdc.org and generally describe the solicitation, the dates it will be open, the types of vendors you are seeking and applicable SIC or NAIC codes if known.
 - The prime contractor certifies that the assistance of the SBA, MBDA, and/or PTAC 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 PTAC as documentation.*

- (vi). If a subcontractor awards any subcontracts, require the subcontractor to take the steps in numbers (i) through (v) above.
 - The prime contractor certifies that subcontractors used for this project will be required to follow the steps of the “six good faith efforts” as listed above.

9. Signature and date:

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

Signature

Print name and title

Date

BONDS AND INSURANCE

The minimum requirements shall be as follows:

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

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

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

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

NOTICE OF INTENT

All construction projects with surface disturbance of more than 1 acre during the period of construction must have a KPDES Storm Water General Permit. The permit can be found at the following web address:

<https://dep.gateway.ky.gov/eForms/default.aspx?FormID=7>.

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

General Decision Number: KY180137 06/22/2018 KY137

Superseded General Decision Number: KY20170137

State: Kentucky

Construction Type: Heavy

Counties: Adair, Barren, Casey, Clinton, Cumberland, Green, Hart, Knox, Laurel, Logan, Marion, McCreary, Metcalfe, Pulaski, Russell, Simpson, Taylor, Wayne and Whitley Counties in Kentucky.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was 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 \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	06/22/2018

CARP0064-007 05/01/2015

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 27.50	16.06

ELEC0369-004 09/05/2016

	Rates	Fringes
LINE CONSTRUCTION		
Equipment Operator.....	\$ 32.27	20%+5.46
Groundman.....	\$ 21.29	20%+5.46
Lineman.....	\$ 36.12	20%+5.46

ENGI0181-010 07/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 31.05	14.65
GROUP 2.....	\$ 28.28	14.65
GROUP 4.....	\$ 27.97	14.65

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Crane; Drill; Grader/Blade; Mechanic; Scraper

GROUP 2 - Bobcat/Skid Steer/Skid Loader; Forklift

GROUP 4 - Oiler

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 08/01/2017

	Rates	Fringes
IRONWORKER (Reinforcing & Structural)		
Projects over \$20,000,000.00.....	\$ 27.09	20.66
Projects under \$20,000,000.00.....	\$ 28.32	23.00

* LAB00189-014 07/01/2017

	Rates	Fringes
LABORER		
Concrete Saw (Hand Held/Walk Behind).....	\$ 24.47	12.21
Concrete Worker.....	\$ 24.22	12.21

SUKY2011-014 06/25/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 21.60	10.35
ELECTRICIAN.....	\$ 32.35	2.18
LABORER: Common or General.....	\$ 20.60	9.39
LABORER: Flagger.....	\$ 18.31	8.89
LABORER: Pipelayer.....	\$ 20.13	8.63
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 23.60	12.65
OPERATOR: Bulldozer.....	\$ 21.72	7.45
OPERATOR: Loader.....	\$ 30.35	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION

Davis-Bacon Wage Rate Requirements

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

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

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

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities

that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

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

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

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

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

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

2. Obtaining Wage Determinations.

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

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

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

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

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

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

3. Contract and Subcontract provisions.

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

(1) Minimum wages.

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

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

subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

American Iron and Steel Requirement

The Contractor acknowledges to and for the benefit of the _____ (“Purchaser”) and the State of Kentucky (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contactor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel

Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser).

While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Sample Certification

The following information is provided as a sample letter of step certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

hereinafter call SURETY, are held and firmly bound unto:

Green-Taylor Water District
(Name of Owner)

250 Industrial Park Road, Greensburg, Kentucky 42743
(Address of Owner)

hereinafter called OWNER, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____, Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 2018 a copy of which is hereto attached and made a part for the construction of: 2018 WATER SYSTEM IMPROVEMENTS WATERLINE EXTENSIONS.

NOW, THEREFORE, if the PRINCIPAL shall promptly make a payment to all persons, firms, and corporations furnishing materials for or performing labor in prosecution of the WORK provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

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

PROVIDE FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having direct contract with the PRINCIPAL shall have given written notice to any two of the following: the PRINCIPAL, the OWNER, or SURETY above named within ninety (90) days after such a claimant did or preformed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating the materials were furnished, or for whom the work or labor was done or preformed. Such notice shall be served by mailing the same registered mail or certified mail, postage prepaid, in an envelope addressed to the, PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract shall include any alteration, addition, extension or modification of any character whatsoever.

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

WITNESS WHEREOF, this instrument is executed in _____ counterparts,

Each of which shall be deemed an original, this the _____ day of _____.

Attest:

(Principal) Secretary

Principal

(SEAL)

By

(Address)

Witness as to Principal

(Address)

Surety

Attest:

Witness as to Surety

(Address)

By

Attorney-in-Fact

(Address)

NOTE: Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is partnership, all partners should execute BOND. IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety are held and firmly bound unto _____

Green-Taylor Water District

(Name of Owner)

250 Industrial Park Road, Greensburg, Kentucky 42743

(Address of Owner)

hereinafter called OWNER, in total aggregate penal sum of _____

_____ Dollars (_____)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 2018 a copy of which is hereto attached and made a part hereof for the construction of:

2018 WATER SYSTEM IMPROVEMENTS WATERLINE EXTENSIONS

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force.

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

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract shall include any alteration, addition, extension or modification of any character whatsoever.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,

Each of which shall be deemed an original, this the _____ day of _____

Attest:

(Principal) Secretary

Principal

(SEAL)

By

(Address)

Witness as to Principal

(Address)

Surety

Attest:

Witness as to Surety

By

Attorney-in-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of CONTRACT.

If CONTRACTOR is partnership, all partners should execute BOND. IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____, 2018 by and between

_____ Green-Taylor Water District
(Owner)

acting through its _____ Mayor _____ hereinafter called the OWNER and
(Mayor, Utility Commission, Chairman)

_____ doing business as _____
(Contractor) (an individual, partnership, corporation)

of the city of _____, _____ County, State of _____

hereinafter called CONTRACTOR.

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

The CONTRACTOR will commence and complete the construction of 2018 WATER SYSTEM IMPROVEMENTS WATERLINE EXTENSIONS, CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.

The CONTRACTOR will commence work under this contract on or before the date to be specified by the Owner, in a written "Notice to Proceed" and will fully complete the project within 180 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay as liquidated damages, the sum of \$500 for each consecutive calendar day that the work remains incomplete after the expiration date of this contract, as modified by Change Order.

The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT

DOCUMENTS for the sum of _____ \$ _____, or as shown in the Bid Schedule, Pages CON-4 thru CON-7.

The term "CONTRACT DOCUMENTS" means and includes the following SPECIFICATIONS prepared or issued by Cann-Tech, LLC.

<u>Title</u>	<u>Designation</u>	<u>Total Pages</u>
Advertisement for Bids	AD	2
Instructions to Bidders	IB	2
General Conditions	GC	17
Performance and Payment Bond	PB	5
Contract Agreement	CON	8
Notice of Award	NA	1
Notice to Proceed	NP	1
Change Order Format	CO	2
Special Conditions	SC	2
Technical Specifications	SEE BELOW	SEE BELOW

Technical Specifications

<u>DIVISION</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
PAGES	3	2	3	3	6	5

The following ADDENDA are included as part of this Contract:
 ADDENDUM NO. _____

DATE _____

The OWNER shall make progress payments as the work is completed, in accordance with the appropriate Articles of the General Conditions.

Final payment shall be due thirty (30) days after completion and acceptance of the work.

Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer so certifies, the Owner shall, upon certification of the Engineer and without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in 5 copies each of which shall be deemed an original on the date first above written.

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

ATTEST:

Title
(SEAL)

ATTEST

Title

CONTRACTOR

By _____
Title

Green-Taylor Water District

OWNER

By _____
Title

**2018 WATER SYSTEM IMPROVEMENTS WATERLINE EXTENSIONS
GREEN-TAYLOR WATER DISTRICT
MARCH 2018**

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

(Insert "a corporation", "a partnership," or "an individual" as applicable)

To the Green-Taylor Water District (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work for the construction of 2018 WATER SYSTEM IMPROVEMENTS Waterline EXTENSIONS in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within 180 calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each consecutive calendar day that the work remains uncompleted after the expiration date of the contract.

BIDDER acknowledges receipt of the following Addenda:

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

The BIDDER hereby proposes to furnish and do all that is required by the contract to which this refers for the construction of all structures listed at the prices shown for each bid item on the following Bid Schedule. (The Bid Schedule attached lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, the BIDDER will extend each item, using the cost he inserts in the unit column. Any total cost found inconsistent with the unit cost when the bids are examined will be deemed in error and corrected to agree with the unit cost which shall be considered correct).

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

The undersigned BIDDER does hereby declare and stipulate that this proposal is made in pursuance of and subject to all terms and conditions of the Instructions to Bidders, the Construction Contract, the Technical Specifications, and the Plans pertaining to the work to be done, all of which have been examined by the undersigned.

Accompanying this proposal is a certified check or standard bid bond (5% of the Total Bid) in the sum of _____ Dollars (\$ _____) in accordance with the Instructions to Bidders

Bid Sheet 2 of 5

The undersigned BIDDER agrees to execute the contract and Performance and Payment Bond for the amount of the total of this bid within 10 calendar days from the date when the written Notice of Award of the contract is delivered to him at the address given in this proposal. The name and address of the corporate surety with which the BIDDER proposes to furnish the specified Performance and Payment Bond is as follows:

All the various phases of work enumerated in the Technical Specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the Contractor under one of the items listed in the Bid Schedule, irrespective of whether it is named in said list.

Payment for work performed will be in accordance with the Bid Schedule, subject to changes as provided for the Construction Contract.

The BIDDER understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding.

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

Bids shall include sales tax and all other applicable taxes and fees.

BID SCHEDULE

No.	Item	Quantity	Unit	Unit Price	Total
1	6-Inch Water Line, PVC SDR-21, Class 200-psi Furnishing, Trenching, Laying and Backfilling (Unclassified Excavation) Note: Line installed on State Right-of-Way shall be placed with at least 42-in. of cover, all other locations 30-in. of cover minimum. Copper Tracer Wire included in this bid item.	58,600	L.F.		
2	6-Inch Water Line, PVC SDR-17, Class 250-psi Furnishing, Trenching, Laying and Backfilling (Unclassified Excavation) Note: Line installed on State Right-of-Way shall be placed with at least 42-in. of cover, all other locations 30-in. of cover minimum. Copper Tracer Wire included in this bid item.	18,000	L.F.		
3	6-Inch Water Line, Ductile Iron, Class 350-psi Furnishing, Trenching, Laying and Backfilling (Unclassified Excavation) Note: Line installed on State Right-of-Way shall be placed with at least 42-in. of cover, all other locations 30-in. of cover minimum. Copper Tracer Wire included in this bid item.	650	L.F.		
4	6-Inch Water Line, HDPE DR9, Class 250-psi Furnishing, Trenching, Laying and Backfilling (Unclassified Excavation) Note: Line installed on State Right-of-Way shall be placed with at least 42-in. of cover, all other locations 30-in. of cover minimum. Copper Tracer Wire included in this bid item.	845	L.F.		
5	4-Inch Water Line, PVC SDR-21, Class 200-psi Furnishing, Trenching, Laying and Backfilling (Unclassified Excavation) Note: Line installed on State Right-of-Way shall be placed with at least 42-in. of cover, all other locations 30-in. of cover minimum. Copper Tracer Wire included in this bid item.	3,600	L.F.		
6	4-Inch Water Line, PVC SDR-17, Class 250-psi Furnishing, Trenching, Laying and Backfilling (Unclassified Excavation) Note: Line installed on State Right-of-Way shall be placed with at least 42-in. of cover, all other locations 30-in. of cover minimum. Copper Tracer Wire included in this bid item.	7100	L.F.		
7	4-Inch Water Line, HDPE DR9, Class 250-psi Furnishing, Trenching, Laying and Backfilling (Unclassified Excavation) Note: Line installed on State Right-of-Way shall be placed with at least 42-in. of cover, all other locations 30-in. of cover minimum. Copper Tracer Wire included in this bid item.	120	L.F.		
8	3-Inch Water Line, PVC SDR-21, Class 200-psi Furnishing, Trenching, Laying and Backfilling (Unclassified Excavation) Note: Line installed on State Right-of-Way shall be placed with at least 42-in. of cover, all other locations 30-in. of cover minimum. Copper Tracer Wire included in this bid item.	670	L.F.		
9	2-Inch Water Line, PVC SDR-21, Class 200-psi Furnishing, Trenching, Laying and Backfilling (Unclassified Excavation) Note: Line installed on State Right-of-Way shall be placed with at least 42-in. of cover, all other locations 30-in. of cover minimum. Copper Tracer Wire included in this bid item.	70	L.F.		
10	10-inch steel road bore casing pipe, including manufactured end seals per detail complete in place. Water line not included.	1260	L.F.		
11	10-inch Directional Bore Includes 10-inch HDPE DR-11 casing pipe, manufactured end seals, and HDPE to PVC transitions as needed per detail complete in place. Water line not included.	780	L.F.		

Bid Sheet 4 of 5

12	8-inch steel road bore casing pipe, including manufactured end seals per detail complete in place. Water line not included.	175	L.F.		
13	8-inch Directional Bore Includes 8-inch HDPE DR-11 casing pipe, manufactured end seals, and HDPE to PVC transitions as needed per detail complete in place. Water line not included.	100	L.F.		
14	10-inch creek crossing type B, including manufactured end seals per detail complete in place. Water line not included.	530	L.F.		
15	Creek Crossing Meter complete in place SEE DETAIL.	5	EA.		
16	6-Inch Gate Valve & Box AWWA NRS, Concrete Pad, Marker Post, Complete in Place	74	EA.		
17	4-Inch Gate Valve & Box AWWA NRS, Concrete Pad, Marker Post, Complete in Place	7	EA.		
18	3-Inch Gate Valve & Box AWWA NRS, Concrete Pad, Marker Post, Complete in Place	5	EA.		
19	2-Inch Gate Valve & Box AWWA NRS, Concrete Pad, Marker Post, Complete in Place	2	EA.		
20	3-nozzle Fire Hydrant, Complete in Place SEE DETAIL	6	EA.		
21	6-inch blowoff assembly including valve, fittings, concrete thrust blocking, complete in place	4	EA.		
22	4-inch blowoff assembly including valve, fittings, concrete thrust blocking, complete in place	1	EA.		
23	Manual Air Release Valve corp stop and service tubing complete in place SEE DETAIL. To be field located.	9	EA.		
24	Meter Setting Same Side, Including Hersey model 420 Meter, 18 X 24 Meter Box, Tandem Coppersetter, Corp Stop, Honeywell PRV, Yoke, and 10-foot Service Tubing From the Corp Stop to the Meter Setting as Shown on the Standard Details, Complete in Place	62	EA.		
25	Meter Setting Opposite Side, Including Hersey Model 420 Meter, 18 x 24 Meter Box, Tandem Coppersetter, Corp Stop, PRV, Yoke, and 70-foot Service Tubing From the Corp Stop to the Meter Setting as Shown on the Standard Details, Complete in Place	53	EA.		
26	Reconnection of Customers Existing Water Meter Including Tie-ins and appurtenances Required To Reconnect Meters Both Sides	246	EA.		
27	Gravel Replacement/Backfill, Including Driveways, Rock Excavation, Parking Lots Disturbed by Trenching, full depth	2000	L.F.		
28	Additional Service Tubing ¾ inch and 1 inch	300	L.F.		
29	Pump Station Reconnection, Complete in place	2	EA.		
30	Cut and Cap existing waterline complete in place SEE DETAIL	7	EA.		
31	Connection to Existing Main Water Lines (Wet Taps and Dry Taps). Tapping Valves are included. (All Sizes)	29	EA.		
32	Bituminous Replacement	300	L.F.		

TOTAL BID PRICE (Sum of item 1 through 32) \$ _____

Bid Sheet 4 of 5

The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for, complete in place.

(Name of Corporation, Partnership, Individual)

(Business Address)

(Date)

(Phone and FAX Number)

(Agent's Signature)

(Title)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

As Principal, and _____ Green-Taylor Water District _____

As OWNER in the penal sum of _____ \$ _____ for the payment of which, well and

truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns. Signed, this _____
_____ day of _____, 2018 _____

The condition of the above obligation is such that whereas the Principal has submitted to _____
_____ Green-Taylor Water District _____

A certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for the
_____ 2018 WATER SYSTEM IMPROVEMENTS WATERLINE EXTENSIONS _____

NOW, THEREFORE,

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

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

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

Principal (L.S.)

Surety

By: _____

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

NOTICE TO PROCEED

TO _____ DATE: _____

PROJECT: _____ 2018 WATER SYSTEM

IMPROVEMENTS

Waterline Extensions

You are hereby notified to commence work in accordance with the Agreement dated _____, 2018 on or before _____, 2018, and you are to complete the WORK within **180** consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2018

OWNER
By _____
Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____.

This the _____ day of _____, 2018

By _____
Title _____

CONTRACT CHANGE ORDER

	ORDER NO.
	DATE
	STATE
CONTRACTOR	COUNTY
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	\$	\$
NET CHANGE IN CONTRACT PRICE	\$	\$

JUSTIFICATION:

The amount of the Contract will be (Increased/Decreased) 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 Unchanged: _____ Days.
 This document will become a supplement to the contract and all provisions will apply hereto.

Requested _____ *(Contractor)* _____ *(Date)*
 Recommended _____ *(Owner's Architect/Engineer)* _____ *(Date)*
 Accepted _____ *(Owner)* _____ *(Date)*

CHANGE ORDERS

These items shall be followed when the Contractor prepares a request for Change Order:

- 1) Describe the proposed Changes in detail.
- 2) Estimate the decrease or increase to the Owner resulting from the Change Order using contract unit prices if applicable. If contract unit prices are not applicable, show breakdown of contract labor, equipment and materials.
- 3) Submit to the Engineer, Owner and Funding Agency for review and approval in writing before proceeding. Any work performed outside the Scope of Work without prior written approval will be at the Contractors sole responsibility.

SPECIAL CONDITIONS

1. PROJECT FUNDING - Funding for this project is being provided by the State Revolving Fund.
2. PROJECT INSPECTION - The Project Inspection will be provided by the Engineer.
3. CONFLICTING SECTIONS/STATEMENTS IN CONTRACT DOCUMENTS - If any provisions in these Contract Documents is in conflict and/or is inconsistent with any other section or provision, then the most stringent shall apply per the interpretation of the Engineer.
4. CONTRACTOR'S INSURANCE CERTIFICATE - The Contractor's insurer must provide the Insurance Certificate to the Engineer consistent with the Bid Documents. The Contractor shall be insured for the duration of the contract period.
5. SILTATION AND SOIL EROSION - The Contractor shall make every effort during construction to minimize silting and soil erosion. Compliance with Kentucky Division of Water regulations and policies is expected.
6. MATERIALS OF CONSTRUCTION –The Green-Taylor Water District has standardized around certain items; namely, meters, meter boxes, lids etc. The material supplied on this project shall be compatible with the equipment of the Green-Taylor Water District. The Contractor shall contact the Green-Taylor Water District prior to bidding to discuss and become familiar with the equipment that the Water District uses.
7. THRUST BLOCKING - The Contractor shall include in his bid the cost of providing ready mix concrete for all fittings, valves etc. which require thrust blocking. Sackrete will not be allowed. Concrete for thrust blocking is not a pay item and is to be included in the unit price bid for the pipe.
8. COORDINATION OF CONSTRUCTION – Construction work by other contractors could be occurring at the same time as the proposed work. The Contractor work to coordinate activities with other Contractors. Any conflicts with other contractors shall be immediately brought to the attention of the Engineer.
9. ROUGH CLEANUP – The Contractor will be required to provide rough cleanup on a daily basis as this project progresses. Rough cleanup is defined as removal of large rock not suitable for backfill and removal of any trees that have been taken down and that the project be mounded up with final backfill material.
10. COMPLETION TIME – Time allowed for completion of this project is **180** days. This completion date is critical and will be strictly adhered to. Rain days will only be allowed if the Contractor can clearly demonstrate that the rainfall was ABOVE the normal anticipated average rainfall of any given month. In order for this to happen a rain gauge must be kept on the project site and the rainfall data recorded daily.
11. APPROVAL OF QUANTITIES – At the end of each day the Contractor's job representative and the Owner's Representative must get together to discuss, measure and do whatever is required for both parties to reach an agreement on the quantities installed that day. The daily quantities will then be tallied to reach the monthly totals.
12. RESIDENTIAL DRIVEWAYS - All paved driveways shall be free bored for the installation of the water line. No paved driveways shall be open cut. Free boring is not a pay item and shall be included in the unit price bid for the pipe.

13. ON-SITE SEPTIC SYSTEMS – It is the Contractors responsibility to ascertain the location of home septic systems by contacting the landowner prior to beginning construction on that particular parcel. Any damage caused by the Contractor shall be repaired the satisfaction of the Owner, Engineer, Homeowner and the local Health Department. Where these septic systems are encountered within 10 feet proximity of the water lines they must be encased in concrete. Any concrete required will not be a pay item.
14. SHOP DRAWINGS – Shop drawings must be submitted to, and approved by, the Engineer prior to any purchase or installation of materials. The Contractor and the Resident Inspector must have an approved stamped shop drawing of every piece of material to be supplied and installed on this project. Installation of any material that has not been approved may be removed and replaced with approved materials.
15. FITTINGS – All fittings and gate valves shall be iron body and specified. The Contractor shall minimize the use of fittings where possible but not to extent that the pipe is over deflected. Grip rings shall be used on all 45 degree and 90 degree fittings.
16. FLUSHING OF LINES – The contractor is required to pay for all the water that they use to flush the water lines. They will be responsible to pay for the water used for flushing at a rate of \$2.75 per 1,000 gallons. The water being flushed shall either be metered or be estimated by the Engineer. For the Engineer to estimate the flow the Contractor will need to install a pressure recorder between the water source and the new line and note the length of time that was flushed. Engineer or Resident Inspector must be onsite when lines are being flushed.
17. GRAVEL REPLACEMENT/TRENCH BACKFILL – Gravel replacement/backfill shall be placed entire trench depth where the water line is installed through existing graveled driveways. Driveways to include 3 feet wide by the depth of the ditch deep of gravel. Gravel backfill shall be used 6 inch depth below the pipe and 1 foot above the pipe in area of rock excavation.
18. NOI - Contractor is responsible for filing a Notice of Intent (NOI) for Storm Water Discharges Associated with Industrial Activity Under the KPDES General Permit. This form shall be submitted 48 hours prior to the beginning of construction. The form is included in the back of this document for the contractor's convenience.
19. EXISTING UTILITIES- The CONTRACTOR is responsible for locating all existing utilities including those needed for connections of proposed utilities.
20. ASPHALT REPLACEMENT- The contractor shall repair damaged asphalt within 30 days of the time they disturb the asphalt. This includes driveways, parking lots, and roadways; any asphalt disturbed by construction.
21. QUESTIONS DURING BID – Any and all questions prior to bid opening shall be submitted via email to mbaker@kih.net ATTN: Matt Baker.
22. PRIORITY - Road shall be constructed in order of priority determined by the Green-Taylor Water District when contract is awarded

TECHNICAL SPECIFICATIONS

SECTION A

GENERAL INFORMATION

1. GENERAL

1.1 These technical specification include descriptions of materials, which may or may not be used on this project.

1.1.1 The Contractor shall carefully read the Special Provisions for statements concerning other specifications, which may be applicable to the Project.

1.2 Materials shall be of the types and constructed on the materials specified herein when identified on Plans, Bid Form or Measurement for Payment. Materials and accessories shall be of new and unused material and shall be installed in accordance with manufacturer's specification and/or as shown on the plans.

1.3 The Contractor shall be responsible for the safe storage and handling of all material furnished to or by him, and accepted by him, until it has been incorporated into the completed project and the project has been accepted by the Owner.

1.3.1 The Contractor shall handle all materials and equipment in such manner to avoid damage. All material and equipment whether moved by hand, skidways, hoists or other means shall be handled in such a manner to avoid dropping or bumping against other material or equipment.

1.3.2 In distributing material at the site of work, each piece shall be unloaded as near as possible to final installation point to minimize the number of times it must be handled.

2. PROTECTION OF UNDERGROUND AND SURFACE STRUCTURES AND OTHER PROPERTY

2.1 GENERAL

Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstruction encountered in the progress of the work shall be furnished at the Contractor's expense incidental to the project.

2.2 Obstruction by Other Utilities

2.2.1 Existing underground utilities shown on the plans are shown in approximate locations based on information furnished by others. Prior to beginning construction of proposed facilities the Contractor shall accurately locate existing underground utilities by whatever means necessary including excavation where required. The Contractor shall notify the Engineer where utilities, so located will interfere with proposed construction.

2.2.2 Where the limits of construction of the proposed work encroach upon existing utilities, the Contractor, where possible, shall provide temporary support or protection satisfactory to the owner of the utility to permit continuation of proposed construction and no additional payment authorized.

2.2.3 Where existing utilities are encountered which prohibit construction of proposed facilities unless relocated the Contractor shall so notify the Engineer unless the plans provide for their relocation. Relocation shall be

accomplished in a manner acceptable to the owner of the utility, and shall be furnished at the Contractor's expense incidental to the project.

2.3 Property Protection

- 2.3.1 Extreme care shall be taken to protect trees, fences, poles, crops and all other property from damage unless their removal is authorized by the Engineer. Any damaged property shall be restored to as good or better than original condition and shall meet with the approval of the Engineer and Owner.
- 2.3.2 The Contractor has the right to fully utilize the easement unless specifically stated otherwise on the plans or by the Engineer. If any irreplaceable trees, fences, poles or crops, such as tobacco, corn, soy beans and such (excluding pasture land), occur on the easement the Contractor shall obtain the engineer's and Owner's approval prior to removing or otherwise causing damage to any of these items.
- 2.3.3 Beyond the limits of the easement the contractor shall be responsible for any damage caused by his operation and/or his personnel.

3. INCIDENTAL ITEMS OF CONSTRUCTION

3.1 Barricades, Guards, and Safety Provisions

- 3.1.1 To protect the public from injury and to avoid property damage, adequate barricades, construction signs, warning lights and guards shall be placed and maintained by the Contractor during the progress of construction work until it is safe for the public to use the construction site.
- 3.1.2 The Contractor shall provide and maintain all safety facilities and devices required by the Occupational Safety and Health Act (OSHA). The Engineer is not responsible for safety provisions furnished or used by the Contractor nor will the Engineer advise or direct safety operation of the Contractor.

3.2 Traffic and Utility Control

- 3.2.1 All excavations shall be conducted in a manner to cause the least interruption to traffic. The Contractor shall provide suitable bridges at streets and driveways where traffic must cross excavated areas.
- 3.2.2 Driveways and other private and public access routes shall not be kept blocked or closed by the Contractor for more than a reasonable period of time without prior written approval from the property owner or controlling authority.
- 3.2.3 Existing fire hydrants, valve pit covers, valve boxes, meter boxes, curb-stop boxes, fire or police call boxes or other utility controls shall be kept unobstructed and accessible during the construction period.

3.3 Maintenance of Utility Service and Flow of Drains

- 3.3.1 Adequate provisions shall be made for the maintenance of flow in sewers (storm or sanitary), drains, water lines and gas lines and electrical lines encountered during construction.
- 3.3.2 No valve, switch or other control device of any utility system within the construction, area shall be operated by the Contractor without approval of the utility except in cases of an emergency. All utility customers which will be affected by the operation of any utility valve or control device shall be

notified by the Contractor in sufficient time for each customer to make arrangements for the period of no service. Each customer shall be advised as to the time service will be off and probable time when it will be resumed.

3.4 Fencing

3.4.1 When the pipe line is being constructed through fields where livestock is being held the contractor shall provide, either temporary fencing or stationing of personnel, adequate protection to livestock from machinery, and open trenches. The Contractor shall take all precautions necessary to insure that all animals are not isolated.

3.4.2 Where pipe line crosses fences in good condition and the work area is easily accessible through gates, the Contractor shall excavate or tunnel beneath the fences.

3.4.3 When it is necessary to cut existing fences, new end posts shall be installed one each side of the construction easement and old fence thoroughly stapled to these new posts before cutting fence.

After pipe is installed at this point and backfill is completed, a new fence of galvanized wire (No. 9 gauge) shall be stretched between the new posts and thoroughly stapled to existing post and any new intermediate posts necessary to provide a good fence. Replacement of fences shall be on an in kind basis and shall be considered incidental to installation of the pipeline.

4. SUMMARY

4.1 The Contractor shall furnish at the site of Work, all materials, labor and equipment necessary to complete the Work in accordance with the terms of the Contract and as required hereunder. He shall make the required excavation for installing the water lines and all other appurtenant structures: do all ditching, diking, pumping, bailing and draining or otherwise lowering and disposing of water encountered in the excavation necessary for rendering the foundation firm, dry and adequate for installing the water lines and appurtenances; do, as required, all sheeting, shoring, bracing, coffer damming and supporting; provide all lighting, barricades, signs, flagmen and watchmen: make all provisions necessary to maintain and protect, buildings, paved surfaces, fences, trees, shrubs, piles, water pipes, gas pipes, sewers, water courses, surface drains, railroads, railways and other structures in, on, across or adjacent to the Work and repair all damage done to them where and as required; provide all temporary bridges, detours or other means of maintaining travel, both vehicular and pedestrian; construct all concrete, brick and like work; lay all water connections; set in place all iron and other metal work; backfill all trenches; restore walks, grass pots, shrubs, trees, flowers, fences, paved surface, etc. damaged or disturbed; clear away all rubbish and surplus materials; furnish all materials, tools, implements, machines, tracks, pumps, forms, supplies and labor required to build and put in complete and acceptable working order the water lines and appurtenances covered by the Contract Documents and described by the plans and specifications.

TECHNICAL SPECIFICATIONS

SECTION B

RELATED PIPING MATERIALS AND EQUIPMENT

1. GENERAL DESCRIPTION

1.1 All materials necessary for the completion of the work shall be furnished by the Contractor, as approved by the engineer to meet the requirements of the Plans and Specifications. Any materials found to be defective or not meeting the Specifications shall be rejected and replaced by approved materials at no additional cost to the Owner.

1.2 Concrete Materials

Materials used in all concrete construction shall be governed by the Concrete Section of these Technical Specifications.

2. BACKFILL MATERIALS

2.1 General

The following materials shall be used to backfill any trenches so designated and in any situation shown on the Plans where such materials are specified.

2.2 Sand or Sandy Materials

Sandy backfill in trenches for water lines, property service connection, and structures within the limits of existing or proposed paved surfaces and sand or sandy materials for other miscellaneous construction purposes not specified herein shall consist of natural, crushed, or conglomerate sand containing not more than twenty (20) percent clay.

2.3 Coarse Aggregates

Coarse aggregates shall conform to Kentucky Transportation Cabinet Standard Specifications (Latest Edition) Section 805, and shall be of the size and type as indicated on the Plans or Specifications.

2.4 Selected Excavated Materials

Backfill in trenches for water lines, property service connections, and structures outside the limits of existing or proposed paved surfaces, and in other specified locations shall be made with selected excavated materials taken from the trench excavation. The specified makeup of this material shall be governed by the Plans or Section e-1.17 of these Technical Specifications.

3. PAVING MATERIALS

3.1 General

All materials used for pavement replacement shall conform to requirements and regulations of the local governments and to Sections 403 and 805 of the Kentucky Transportation Cabinet Standard Specifications (Latest Edition) except for basis of payment.

3.2 Concrete Surface

Materials used in the construction of the concrete surface shall conform to Section 501.02 of the Kentucky Transportation Cabinet Standard Specifications (Latest Edition).

3.3 Bituminous Concrete Surface

Materials used in construction of the bituminous concrete surface shall conform to Section 403.02 of the Kentucky Transportation Cabinet Standard Specifications (Latest Edition).

3.4 Bituminous Concrete Base

Materials used in construction of the bituminous concrete base shall conform to Section 403.02 of the Kentucky Transportation Cabinet Standard Specifications (Latest Edition).

3.5 Bituminous Tack Coat

The material for the bituminous tack coat shall be type SS-1h and shall conform to Section 806 of the Kentucky Transportation Cabinet Standard Specifications (Latest Edition).

3.6 DGA Base

Materials used for the compacted dense graded aggregate base shall conform to Section 302.02 of the Kentucky Transportation Cabinet Standard Specifications (Latest Edition).

TECHNICAL SPECIFICATIONS

SECTION C

PIPE MATERIALS

1. GENERAL

1.1 These Specifications describe several types of pipe, which may or may not apply to the current project. All types listed herein will be acceptable alternates if no indication is otherwise given either on the Plans or in other sections of these Specifications.

1.2 Selected pipe materials will be identified either on the Plans, or Bid Form, in Special provision, or in Measurement for Payment. The Contractor shall thoroughly familiarize himself with each of the items identified above and base his bid on the pipe material given therein.

1.3 Handling of Pipe and Accessories

1.3.1 Pipe and accessories shall be unloaded at the point of delivery, hauled to, and distributed at the site of the Project by Contractor in such a manner to avoid damage to the materials. Whether moved by hand, skidways, or hoists, materials shall not be dropped or bumped against pipe or accessories already on the ground or against any other object.

1.3.2 In distributing material at the construction site, each piece shall be unloaded as near the installation point as possible.

1.3.3 Pipe shall be handled in such a manner as to avoid damage to the ends. When such damaged pipe cannot be repaired to the Engineer' satisfaction, it shall be replaced at the Contractor's expense. The interior of all pipe and accessories shall be kept free from dirt and foreign matter at all times. The interior of all pipe and accessories shall be checked for dirt and debris and, if necessary, thoroughly cleaned before use in the Project.

2. CAST IRON PIPE AND FITTINGS

3.1 Scope

This article covers the design, manufacture and testing of cast iron pipe centrifugally cast in metal molds and cast iron fittings for pipe sizes three (3") inch through forty-eight (48") inch.

3.2 Specific Requirements

Cast iron pipe shall be centrifugally cast in metal molds and shall be furnished cement lined unless otherwise noted on the Plans or in other sections of the Specification. Cast iron pipe shall be furnished with rubber-gasket push-on joints except as may otherwise be noted on the Plans or in difficult working areas and approval of the Engineer.

3.2.1 Thickness design of cast iron shall conform in all aspects to the requirements of ANSI-AWWA C101 latest revision.

3.2.2 Manufacture and testing of cast iron pipe centrifugally cast in metal molds shall comply with the requirements of the National Standard Institute and American Water Works Association designation A 21.6/AWWA C106 latest revisions.

3.2.3 Cement mortar lining shall conform to the requirements of ANSI/AWWA C104/A 21.4, latest revision for Cement-Mortar Lining for Ductile Iron Pipe and Gray Iron Pipe and Fittings for Water.

- 3.2.4 Fittings and joints for cast iron pipe shall conform to the latest revisions of ANSI/AWWA C110 “Cast Iron and Ductile Iron Fittings, Three (3”) Inches through Forty-Eight (48”) Inches, for Water and Other Liquids”, ANSI/AWWA C111/A 21.11 “Rubber-Gasket Joints for Ductile Iron and Gray Iron Pressure Pipe and Fittings”, and ANSI/AWWA C115 21.15 “Flanged Cast Iron and Ductile Iron Pipe with Threaded Flanges”.

4. DUCTILE IRON PIPE AND FITTINGS

4.1 Scope

This article covers the design manufacture, and testing of ductile iron centrifugally cast in metal molds and ductile iron fittings.

4.2 Specific Requirements

Ductile iron pipe shall be centrifugally cast in metal molds and shall be furnished cement lined unless otherwise noted on the Plans or in other sections of these Specifications. Ductile iron pipe shall be furnished with rubber gasket push-on joints except as may otherwise be noted on the Plans or in difficult working areas with approval of the Engineer.

4.2.1 Thickness design of ductile iron shall conform in all aspects to the requirements of ANSI/AWWA C150/A 21/50 latest revision.

4.2.2 Manufacture and testing of ductile iron pipe shall conform in all respects to the requirements of the latest revisions of ANSI/AWWA C151/A 21.51.

4.2.3 Cement Mortar Lining – See ART. 3.2.3 above.

4.2.4 Fittings and Joints – See ART. 3.2.4 above.

5. PVC (POLYVINYL CHLORIDE) PRESSURE PIPE

5.1 Scope

This article covers the design, manufacture and testing of PVC **1120** manufactured of Class 12454-A or Class 12454-B resin material with a hydrostatic-design-basis (HDB) rating of 4,000 psi at 73.4 degree F (23 degree

5.2 Specific Requirements

PVC pressure pipe shall be furnished, constructed of materials and to the specifications of this section. The types of PVC pipe permitted for use on the Project will be as noted on the Plans, Bid Documents or other sections of these Specifications. The selected pipe will be designated either as PVC (ASTM) or PVC (AWWA) followed by an appropriate pressure rating. The Contractor shall thoroughly review the Plans and other sections of these Specifications for the type of PVC pipe selected for the Project. All PVC pipe shall be NSF approved.

5.2.1 PVC (ASTM) pipe shall be furnished and installed when designated on the Plans or in the Bid Documents. When selected, by the Engineer, for use on the Project PVC (ASTM) pipe shall be designated, manufactured and tested to conform with the latest revision of the American Society for Testing and Materials designated ANSI/ASTM D-2241.

5.2.2 PVC (AWWA) pipe shall be furnished and installed when designated on the Plans or in the Bid Documents. When selected, by the Engineer, for use on the Project, PVC (AWWA) pipe shall be designated, manufactured, and tested in

conformance to the latest revision of the American Waterworks Association designation AWWA C900

- 5.2.3 PVC pipe joints shall be rubber gasket push-on joints either constructed integrally with the pipe or as a separate coupling constructed on the same material and to the same pressure Specifications as the pipe.
- 5.2.4 PVC (ASTM) pipe shall be furnished as SDR 26, 21, and 17 for Class 160-psi, 200-psi and 250-psi respectively.
- 5.2.5 PVC (AWWA) pipe shall be furnished as SDR 25, 18, and 14 for Class 100-psi, 150-psi and 200-psi respectively.
- 5.2.6 PVC (AWWA) pipe shall be furnished with outside dimensions (O.D.) equal to that for ductile iron and cast iron pipe.
- 5.2.7 Fittings for PVC (ASTM) pipe may be either PVC, cast or ductile iron. Those for PVC (AWWA) pipe shall be ductile iron.

6. POLYETHYLENE PIPE AND FITTINGS

6.1 Scope

This section covers the design, manufacture and testing of polyethylene high density pressure pipe manufactured of grade P34 resin material with a hydrostatic – design basis (HDB) rating of 1,600-psi at 73.4 degree F (23 degrees C)

6.2 Specific Requirements

The Contractor shall furnish and install high-density polyethylene pipe meeting these Specifications at the locations indicated on the Plans and in other sections of these Specifications.

- 6.2.1 High density polyethylene pipe shall be manufactured and tested in conformance to the requirements of the latest revision of the American Society for Testing and Materials designation ASTM D-3350 “Polyethylene Plastic Pipe and Fittings Materials”.
- 6.2.2 High density Polyethylene pipe shall have a grade designation of PE 3406 and a cell classification designation of PE 355434C.
- 6.2.3 High-density polyethylene pipe shall be joined by means of butt fusion.
- 6.2.4 Fittings for high-density polyethylene pipe shall be manufactured of the same materials as the pipe. Unless otherwise indicated, all fittings shall be joined to the pipe by butt fusion techniques.

7. BALL AND SOCKET RIVER CROSSING PIPE

7.1 Scope

This article covers the design, manufacture, and testing of Ductile Iron Ball and Socket River Crossing pipe.

7.2 Specific Requirements

Joints for ductile iron river crossing pipe shall be flexible, ball and socket type, and boltless joints with rubber gaskets conforming to the ANSI Specification for “Rubber-Gasket joints for Ductile Iron Pressure Pipe and Fittings”, A 21.11 (AWWAC11), Latest Revision.

TECHNICAL SPECIFICATIONS

SECTION D

PIPING APPURTENANCES

1. CRADLES AND ENCASEMENT

1.1 General

The cradle or encasement, as required to support the pipe, shall be of crushed stone or concrete and shall be installed as specified in the Pipe Work Section of these Specifications, and as shown on the Plans.

1.2 Crushed Stone Cradle

In all cases where the bedding is not specified the pipe is to be laid in crushed stone cradle. The crushed stone to be used shall be Kentucky Highway No. 9 or No. 78 Crushed Stone, as specified by the Kentucky Transportation Cabinet Standard Specifications (Latest Revision).

1.3 Concrete Cradle, Encasement, or Cap

Where a concrete cradle, encasement, or cap is required, concrete shall conform to the Concrete Section of these Technical Specifications. Dimensions shall be as shown on the plans.

1.4 Concrete Thrust Blocks and Anchor Blocks

Where concrete thrust blocks and anchor blocks are required (i.e. at all pipe bends and fittings), concrete as specified in the Concrete Section of these Technical Specifications shall be used.

1.5 Special Concrete Structures and Vaults

Cast in place concrete structures shall be constructed of concrete conforming to the Concrete Section of these Technical Specifications to the dimensions and grades as shown on the Plans.

1.6 Valves and Related Appurtenances

1.6.1 General

All valves and related appurtenances shall be installed as shown on the Plans and specified in these Technical Specifications. Material Specifications shall be as described below. Any materials found defective, not meeting the specifications, or improperly installed, shall be rejected and so marked and shall be replaced by materials approved by the Engineer, at no additional cost to the Owner.

1.7 Gate Valves

Gate valves shall be non-rising stem, iron body, bronze mounted, double disc, parallel seat type with o-ring stem seals. Unless otherwise specified the valves shall be suitable for 0-150 PSI operating pressures. Valves which are to be buried for outside use shall be furnished with a 2 inch operating nut and shall have mechanical joint ends. Other valves shall have either flanged or mechanical joint ends and shall be operated by hand wheel or chain-wheel operator as shown on the Plans. All valves shall conform to the AWWA Standard C 500, Latest Revision, relative to materials, manufacture, dimensions, inspections, testing, and markings.

1.8 Gate Valves Boxes

Each buried gate valve shall be provided with a 5 ¼" shaft, slide-type, two-piece cast iron valve box. The box shall be of the length as necessary to conform to the depth of the valve. Any extension sections necessary shall be provided with the valve box. Unless shown otherwise on the Plans, the valve box cover shall be marked "Water".

1.9 Check Valves

Check valves shall be iron body, bronze mounted. They shall be outside weight and lever type (unless specified otherwise by the Engineer or indicated as such on the Plans) with bronze seat, hinge and guide busting. Unless otherwise indicated, check valves for interior use shall be flanged and those for exterior use shall be mechanical joint.

1.10 Automatic Air Release Valves

Air release valves shall be of the type, which will automatically release air which accumulates in the pipe system. The body and cover shall be case iron and the float shall be stainless steel. Unless otherwise indicated the valves shall be suitable for use in lines having an average working pressure of 150-psi.

1.11 Manual Air Release Valves

See "Detail Sheet" Plan Sheet for description of the manual air release valves.

1.12 Air Valve Pit

Air valves shall be installed in a pit as shown on the Plan Details.

1.13 Blowoff Assemblies

Blowoff assemblies shall be installed in accordance with the details and Specifications at the locations shown on the Plans or as directed by the Engineer for the purpose of removing any obstacles or impurities from the main. The blowoff assembly shall be connected to the main with a typical tapping saddle and corporation stop. The piping shall be 2 inch VC installed as shown in the details with a 2 inch iron body bronze mounted gate valve and 2 piece case iron valve box and lid marked "Water". The lid shall be secured with a pentagon lock nut.

1.14 Fire Hydrants

New fire hydrants shall be of the dry barrel type and be installed where indicated on the Drawings or otherwise directed by the Engineer. Hydrants shall be installed in such a manner as to be completely accessible and in such a position as to minimize possibilities for damage from vehicles or to pedestrians. Hydrants shall be set plumb with nozzles at least 18" above grade. The barrel shall be turned so that the pumper nozzle will face the street. When placed behind curb, the hydrant shall be set so the nozzle will be at least 12 inches from the gutter face of the curb, or at least 5 feet from the edge of the street or road where no curb exists.

Hydrants shall be supported upon a poured-in-place block of concrete as detailed. Such block shall not interfere with joint maintenance nor with proper hydrant drainage, but shall insure zero movement between the hydrant and the main.

Fire hydrants shall conform in all respects to the current Standards of the AWWA. They shall have a 6" inlet and be equipped with two (2) 2-1/2" hose nozzles and one (1) pumper nozzle; nozzles shall be standard to local governmental agencies' requirements. Each hydrant shall be equipped with traffic damage repair kits and hydrant wrenches provided for every five (5) hydrants.

1.15 Service Piping

Unless otherwise noted on plans service piping shall be high density ¾" Polyethylene (PE 3408) tubing or approved equal.

The piping shall be Type III C 5 P 34 as designated in ASTM-D-1248 ("Polyethylene Plastics Molding and Extrusion Materials") and shall be classified as a PE 335433 according to ASTM D-3350 ("Polyethylene Plastics Pipe and Fittings Materials")

1.16 Connection to Main

Service pipe connections to the main shall be made with a tapping saddle and corporation stop as shown in the Plans.

1.17 Setters

Setters shall be Ford 70 Series with 90° brass angle meter valve and 90° coupling sized for 5/8" x ¾" and ¾" meter, or approved equal.

1.18 Meters

All water meters shall be 5/8" x ¾", plastic or bronzed bodied, of the magnetic oscillating piston or rotating piston type with a working pressure of 150 psi and shall conform to the AWWA specifications for Cold Water Meters.

The main case shall be frost-proof with a single, hinged lid cover with raised characters indicating the direction of flow and manufacturers serial number. Strainers with an effective area at least double that of the main case inlet shall be of a non-corrosive material and should fit tightly against the main case.

The measuring chamber shall be of a non-corrosive material and shall be securely positioned in the main casing. Discs shall be straight reading U.S. Gallons type with a measuring capacity of 999,999 gallons. All parts shall be as non-corrosive as possible and completely encased and hermetically sealed.

Measuring accuracy shall conform to AWWA Standard C 700, latest edition. Testing will be done at Engineers request and any meter found defective shall be returned to the manufacturer for replacement or repair at manufacturer's expense.

11.19 Meter Boxes and Covers

All meters shall be installed in new concrete boxes unless otherwise shown on the plans or approved by the Engineer.

The box shall be a precast concrete vault (18" to 21") I.D. and 24" in height. The cast iron lid shall have an 11 ½" minimum opening with "Water Meter" stamped on top.

1.20 Back Flow Preventers

Back Flow preventers shall be angle check valves installed on customer side of meter. Such valves shall be brass or ductile iron with stainless steel spring. Type shall be Ford, Mueller, or approved equal.

1.21 Connection to Customer Service Line

All connections to the customers' existing service line shall be made at the meter Setter connection only unless otherwise directed by the Engineer.

TECHNICAL SPECIFICATIONS

SECTION E

PIPING WORKMANSHIP AND CONSTRUCTION METHODS

1. EXCAVATIONS AND GRADING

1.1 General

This section shall include all clearing and grubbing, site preparation, excavating of earth and other material, filling, site restoration and grading, and other allied work necessary for the construction required for the project.

Any construction methods not specifically outlined in these specifications will be governed by the Kentucky Transportation Cabinet Standard Specifications (Latest Revision)

1.2 Site Preparation

Prior to commencing construction operations the contractor shall make all the provisions necessary to assure the protection of all existing improvements, both public and private. He shall protect trees, shrubs, plantings, and grassed areas and shall make provisions for maintaining public travel in an acceptable manner.

1.3 Protection of Existing Improvements

Before any excavation is started, adequate protection shall be provided for all lawns, trees, shrubs, landscape work, fences, sidewalks, hydrants, utility poles, streets, alley and driveway paving, curbs, storm sewers, ditches, headwalls, catch basins, surface inlets and all other improvements that are to remain in place. Such protection shall be provided as long as necessary to prevent damage from Contractor's operations. Shrubs, bushes, small trees and flowers, which have to be removed to permit excavation for the water lines, shall be protected and replanted or replaced when backfill is complete.

The Contractor shall exercise every precaution to prevent damage to property within the outside easements. He shall remove all debris and rock from the site and restore the ground surfaces, replace or repair all driveways, buildings, fences, retaining walls, etc., which are removed or damaged during construction.

Repairs, restoration or replacement of any improvements damaged or removed, whether shown on the plans or not, shall be the obligation of the Contractor at no additional cost to the owner.

1.4 Maintenance of Public Travel

Maintenance of all traffic shall be in accordance with any requirements of the local road department(s) and/or the Kentucky Department of Transportation. It is the responsibility of the Contractor to coordinate all work with and notify the above-named agencies, and to provide all necessary signs, barricades, lights, flagmen, and other items for maintenance of traffic.

Public travel shall be maintained, unrestricted, wherever and whenever possible. Detours shall be provided when so directed by the appropriate agency. Adequate precautions shall be taken to provide for the safety of both vehicular and pedestrian traffic. Emergency vehicles shall be provided access to construction area at all times.

Unless specifically directed otherwise by the Engineer, no more than five hundred (500') feet of trench shall be opened ahead of the pipe laying, and not more than five hundred (500') feet of open ditch shall be left behind the pipe laying. All barricades, lanterns,

watchmen, 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.

When so required, or when directed by the Engineer, only one-half (1/2) of the street crossing 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 traveling public and the property owners abutting the improvements shall be taken into considerations. All public or private drives shall be promptly backfilled or bridges at the direction of the Engineer. Excavated materials shall be disposed of as to cause the least interference, and in every case the disposition of excavated materials shall be satisfactory to the Engineer.

1.5 Drainage

The Contractor shall make provisions for handling all flows in existing creeks, ditches, sewers and trenches by pipes, flumes or other approved methods at all times when natural functioning of said creeks, ditches, sewers and drains. The Contractor shall at all times during construction provide and maintain sufficient equipment for the disposal of all water which enters the excavation, both in open cut trenches and in tunnels, to render such excavation firm and dry, until the structures to be built thereon are completed.

1.6 Excavation

1.6.1 General

Materials of excavation shall be unclassified and shall include whatever materials are encountered to the depth of the plans, stated in the specifications, or directed by the Engineer.

1.7 Disposal of Unsuitable Materials

Excavated materials, which are either surplus and not required or are unsuitable for backfilling, shall be removed from the site of operations as soon as excavated.

All excavated materials so removed shall be disposed of, at no additional cost to the owner, on sites acquired by the Contractor and approved by the Engineer.

1.8 Storage of Suitable Materials

Excavated materials suitable and required for backfill shall be stored in neat piles adjacent to the excavation in a manner so as to interfere as little as possible with traffic, but shall not be placed at such heights above or closeness to the sidewalls of the excavation to endanger such operations due to slides or cave-ins.

1.9 Open Cut Excavation for Structures

In excavation for masonry and concrete structures, the required width shall be such as to permit forms to be constructed in the proper manner and to permit proper backfilling on completion of the structures.

Depth of excavation for footings shall be as shown on the drawings and/or as directed by the Engineer to obtain sufficient bearing.

1.10 Open Cut Excavation for Pipeline Trenches

Open Cut excavation, either in earth or rock, shall be safely supported and of sufficient width and depth to provide adequate room for the construction or installation of the work to the lines and dimensions called for by the plans.

Before laying the pipe, the trench shall be opened far enough ahead to reveal obstructions that may be necessitate changing the alignment of the pipeline.

1.11 Trench Dimension

Excavations for water pipe in both earth and rock shall have a minimum allowance trench width as shown on the details which will permit good workmanship in laying the pipe and fittings, boring and jacking and compaction of backfill at the sides of the pipe, and shall be subject to the approval of the Engineer.

The maximum allowance trench width shall be no greater than 2' - 0" + the outside pipe diameter except where such dimensions may prohibit any other construction such as the boring and jacking of service connections under paved surfaces.

Subgrade – the depth of excavation below the pipe – shall be 3" minimum in earth trench and 6" in rock trench unless otherwise stated in the plans and Specifications or approved by the Engineer.

1.12 Shoring, Sheering and Bracing

The Contractor shall furnish, place, and maintain adequate sheeting and bracing as may be required to support the sides of the excavation and prevent any movements of earth which could, in any way, diminish the width of the excavation to less than that necessary for proper construction, cause damage to the waterline or structures, utilities, pavements, or walks, or cause injury to workmen or others through movement of the adjacent earth banks, or to otherwise damage or delay the work.

The design and installation of all sheeting, sheet piling, bracing and shoring shall be based on computations of pressure exerted by the materials to be retained under existing conditions. Adequate and proper shoring of all excavations shall be the entire responsibility of the Contractor; however, the Engineer may require the submission of shoring plans (accompanied by supporting computations) for approval prior to the Contractor undertaking any portion of the work.

1.13 Blasting

When blasting is required for the removal of rock, every precaution shall be used for the protection of persons and private and public property. The method of blasting will be as determined by the Contractor, subject to the approval of the engineer, prior to construction.

The Contractor shall comply with all laws, regulations, and ordinances of the local governmental agencies and the Commonwealth of Kentucky relating to the transportation, storage and use of any and all explosives or blasting agents. Compliance with all of the above stated regulations and submittal of the method of blasting as stated above does not in any way relieve the contractor of responsibility for any damage caused by the blasting. Any damage thus caused shall be promptly and satisfactorily repaired by the Contractor at no additional cost to the owner.

1.14 Unauthorized Excavation

Whenever the excavation is carried beyond or below the lines and grades given by the Engineer, the Contractor at his own expense shall refill such excavated space with such material and in such a manner as will insure stability of the structure involved.

1.15 Removal of Water

The Contractor, at his own expense, shall provide adequate facilities for promptly removing water from all excavations. No water lines shall be laid in a trench which is holding water.

1.16 Backfill, Embankment, and Grading

1.16.1 General

This section includes the filling of the excavated trenches and spaces around the completed structures or pipelines to the original grades or to finished grades as indicated on the plans.

1.16.2 Trench Backfilling in Unpaved Areas

Backfilling of Trenches in open cut shall be commenced as soon as possible after the distribution main and service taps to the main have been completed, and all jointing and alignment has been approved by the Engineer.

Selected excavated material containing no rock shall be carefully and solidly tamped around the pipe from the tip of the cradle or encasement up to a plane at least one (1) foot above the exterior of the pipe or structure. The filling of the trench shall be carried on simultaneously on both sides of the pipe in such a manner that the completed pipe line, except as may be necessary in tamping or backfilling, shall not be permitted, until the trench has been backfilled to that height.

The Contractor may use any type of earth moving equipment he has at his disposal, provided such equipment is in satisfactory condition, and of such type and capacity that the work may be accomplished properly, the grading schedule maintained, and the required density obtained. Any questionable suitability problems related to earth moving equipment shall be resolved by the Engineer.

The selected excavated backfill materials used between the plane one (1) foot above the ground surface may include rock fragments taken from the excavation.

In backfill containing rock, no rock fragment shall be larger than 1 cubic foot in size and all rock fragments shall be mixed with sufficient earth materials to completely eliminate all voids, subject to the approval of the Engineer. The amount of rock in the backfill shall not exceed 33% of the total backfill. Rock fragments and surplus earth materials not used in the back fill shall be removed from the site of the work.

In filling the remainder of the trench, from the plane one (1) foot above the pipe to the top of the trench, the backfill material may be shoveled into the trench without compacting, and heaped over whenever, in the opinion of the Engineer, this method of backfilling may be used without inconvenience to the public.

Before final acceptance, the Contractor will be required to level off all trenches where backfill material has been piled up, or to bring the trench up to the level of the surrounding street, roadway, or terrain where necessary, also, the removal from the streets, roadways, and private property of all excess earth or other materials.

1.16.3 Trench Backfilling in Paved Areas

In areas where street paving is to be replaced, trenches shall be backfilled up to one (1) foot above the top of pipe or structure using the methods described

above for unpaved areas. Backfill above this level shall be placed in layers not exceeding eighteen (18) inches and firmly tamped into place by tampers or rammers to 95% of Standard Proctor Maximum Density. In lieu of tamping the trench may be backfilled with granular material and puddled and jetted under the direction of the Engineer.

1.16.3 Backfill Around Structures

Sandy backfill material or selected excavated materials containing no rock shall be placed in uniform layers around air valve pits or other structures and shall be thoroughly tamped and compacted.

1.16.4 Backfill Around Iron Pipe

Selected excavated materials composed of clay, sand, gravel or other materials non-injurious to iron pipe shall be used for backfilling within 24 inches of iron pipe. Cinders, rubbish and other materials which would be injurious to iron pipe shall not be used in such backfilling.

1.17 Restoration of Ground Surfaces and Cleanup

1.17.1 General

All ground surfaces in public rights-of-way, easements and on private property that have been damaged or destroyed by the Contractor's operations shall be restored to original contours and in accordance with the following specifications.

1.17.2 Restoration of Grassed Areas with Sod

Where so designated, all established grassed areas shall be restored with sod containing grasses of comparable quality. Sod shall be placed and rolled so that the final elevations of the area being restored are the same as existed prior to the beginning of construction. Sod shall be pegged where necessary, and shall be watered and cared for to assure its survival until final acceptance of the project.

1.17.3 Restoration of Grassed Areas with Seed and Mulch

The Contractor shall seed and mulch all disturbed areas, unless otherwise specified, in the following manner: Rye or Fescue Seeding – The ground shall be loosened approximately 3 inches deep with a disc or harrow: fertilized with 25 pounds of 10-10-10, or equivalent, and 100 pounds of agricultural lime per 1,000 square feet; sown at a rate of 75 pounds per acre with an approved grade of perennial rye or Kentucky No. 31 Fescue grass seed that will provide early growth during the season in which it was planted. The seed shall be well raked or boarded into the soil.

The time of application of the seed and fertilizer shall be at the discretion of the Engineer.

Unless otherwise permitted by the Engineer, vegetable materials for mulching shall be wheat, oat, barley or rye straw only. All material shall be reasonably free from weed seeds, foreign material, and other grasses and chaff, and shall contain no Johnson Grass. The straw shall be reasonable bright in color and shall not be musty, moldy caked or of otherwise low quality. It shall be dry on delivery

Unless otherwise specified, the bituminous material to be used for "tying down" straw mulch shall be a slow setting emulsified asphalt. It shall be non-toxic to plants.

Mulch net shall be used, if directed by the Engineer, to hold mulch in place until turf is established. The net shall be made of a tightly twisted kraft paper yarn, leno woven with a warp count of one pair of yarns per two (2) inches and a filling count of two per inch. Salvage edges and center shall be reinforced with polyethylene filament. The material shall a minimum width of 45 inches.

1.18 Cleanup

Before final acceptance of the work, the Contractor shall satisfactorily clean all areas within the limits of his operations including the street surfaces, walks, gutters, fences, lawns, private property and structures, leaving them in as neat, clean and usable condition as originally found. He shall remove all machinery, tools, surplus materials, temporary buildings and other structures from the site of work. He shall remove all organic matter and materials containing organic matter from all areas and places used by him during construction. All sewers, manholes, inlets, etc., shall be cleared of all scaffolding, sedimentation, debris, rubbish and dirt.

Where the Contractor's operations have resulted in filling existing ditches, clogging existing culverts, damaging existing bridges, ground surfaces, sidewalks, driveways, etc., the Contract shall reditch, clean culverts, repair or replace bridges, ground surfaces, sidewalks, driveways, etc., so as to return them to a condition as good as or better than existed prior to the beginning of his operations.

The Contractor's cleanup operations, which include repair, restoration or replacement of ground surfaces and existing improvements and the removal of rock, shall be performed continuously during the construction operations.

TECHNICAL SPECIFICATIONS

SECTION F

PIPING WORK

1. PIPEWORK

1.1 General Description

After the trench is excavated to subgrade as specified, it shall be filled to the proper depth with crushed stone or concrete as specified to provide a firm and satisfactory bed, hereafter referred to as the cradle or encasement, for the entire length of the pipe barrel. Pipe of designated class and required size shall be laid to form a closed joint with the next adjoining pipe, bringing the inverts continuously to the required depth of cover shown on the plans, the pipe shall be laid in an upstream direction, with bells upstream, unless otherwise permitted or directed.

In no case shall water be allowed to rise in or above the pipe before the joint has become thoroughly set. No walking on or working over the pipes after they are laid, except as may be necessary in placing and compacting the backfill, will be permitted until they are covered with backfill to a depth of one (1) foot.

The trench backfill shall be placed in accordance with backfill requirements of these Technical Specifications.

1.2 Cradle and Encasement

The cradle or encasement, as required to support and protect the water pipe, shall be of crushed stone or concrete and shall be installed as specified herein or as directed by the Engineer to the dimensions as shown on the plans.

1.2.1 Crushed Stone Cradle

Where indicated on the plans water main shall be installed with a crushed stone cradle.

Where the water pipe is to be laid in a crushed stone cradle, the crushed stone to be used shall be Kentucky Highway No. 9 or No. 78 crushed stone, as specified by the Kentucky Transportation Cabinet. The crushed stone shall be deposited in the excavated trench to depth shown on plans, allowing for the pipe wall thickness and providing "bell holes" for making joints, where pipe is of the bell and spigot type. The pipe shall be laid to the depth as shown on the plans and crushed stone shall be carefully deposited around the pipe up to a plane through the centerline of the pipe as indicated on the plan details.

1.2.2 Concrete Cradle

Where a concrete cradle is required as additional support for the water pipe, concrete, as specified in the concrete section of these Technical Specifications and Section 601 of the Kentucky Transportation Cabinet Standard Specifications, shall be used. First, the water pipe shall be laid accurately to the depth indicated on the plans, setting the pipe upon concrete blocks or saddles installed to provide both vertical and lateral supports for the pipe. The supporting of pipe on wooden blocks will not be permitted.

1.2.3 Concrete Encasement

Where a concrete encasement is specified, concrete, as specified in the Concrete Section of these Technical Specifications and Section 601 of the Kentucky Transportation Cabinet Standard Specifications, shall be used. The water pipe shall be laid and supported in accordance with the specifications for water pipe and concrete cradle, as

heretofore specified, and the concrete deposited around the pipe at the required width and depth to a plane at least 6 inches over the top of the pipe, as indicated on the Plan Details. Proper bracing of the pipe shall be provided to prevent its being floated by the concrete encasement.

1.3 Metered Service Connections

Metered service connections shall be installed to the point where the line from the customers' residence or business joins the meter setter. The service piping shall be ¾" polyethylene tubing as noted in the Piping Appurtenances Section of these Technical Specifications. They shall be installed as shown on the plans or as directed by the Engineer.

1.4 Meter Boxes and Other Structures

Meter boxes shall be constructed as shown on the Plan Details. The concrete vault shall be placed on concrete bricks, with 6" crushed stone placed in the bottom for drainage.

The cast iron lid shall be set flush with existing ground or ½" maximum above ground. Backfill shall be carefully tamped around both vault and lid. Vaults placed in sidewalks, driveways, or other paved surfaces shall have lids placed flush with existing paved surfaces.

Service line depth shall be the same as the main water line with the exception that the service line may be brought up to a sufficient depth to enter the vault within 5' of the side of the vault.

Air release valve vaults shall be Type III 24" diameter Reinforced Concrete Pipe barrels set on 8 concrete bricks with 6" crushed stone in bottom for drainage. The lid shall be cast iron stamped "water" with 24 I.D. opening. Backfill shall be carefully tamped around vault and lid. The lid shall be flush or ½" maximum above existing ground in unpaved areas and flush with paved surfaces.

1.5 Branches and Fittings

Branches and Fittings shall be provided and laid as where directed.

Tapping saddles or other fittings for property service connections shall be placed on the water main at such points as to result in the property service connection having the shortest length possible between the water main and the property line unless otherwise indicated on the plans or directed by the Engineer.

1.6 Pipe Cutting

Pipe may be cut in any manner specified by the pipe manufacturer, but only when authorized and approved by the Engineer. Where a pipe is cut the Contractor shall remove the old section of pipe satisfactorily to the Engineer.

1.7 Pipe Handling and Installation

All procedures for receiving, handling, storing, and installing pipe used in the project, unless specified in these Technical Specifications, shall be governed by the Standards listed below with the approval of the Engineer.

Ductile Iron Pipe - The manufactures printed instructions.

Polyvinyl Chloride Pipe - The manufactures printed instructions.

Polyethylene Pipe - The manufactures printed instructions.

1.8 Pressure Pipe Thrust Blocking

Concrete thrust blocks shall be provided to prevent movement of pipe or appurtenances in response to the forces developed by the pressure of the piping system. In general, thrust blocking shall be provided where the pipeline changes direction (e.g. tees, bends, elbows, crosses, etc.), changes size (e.g. reducers), stops at dead ends, and/or has an appurtenance (e.g. valve or hydrant) attached at which thrust develops when closed. Thrust blocks shall be sized according to the plans.

1.9 Highway and Railroad Crossings

Steel casing pipe for road and railroad crossings shall be bored and/or jacked in place to the depth shown on the plans. Casing pipe shall also be laid in open cut where indicated on the drawings. All joints between lengths shall be solidly butt-welded with a smooth non-obstructing joint inside. The casing pipe shall be installed without bends. The water line pipe shall be installed after the casing pipe is in place, and shall be braced within the casing with structural steel members welded into place or other Engineer approved method to preclude possible floatation.

Railroad crossing material and installation shall be in strict accordance with American Railway Engineering Association Specifications.

At each end of the casing pipe, the water line pipe shall be wrapped with two layers of roofing felt. The wrapping shall extend a minimum of 12 inches in each direction from the end of the casing pipe. After the water line has been installed, inspected, tested and wrapped as specified, both ends of the casing pipe shall be closed with brick or concrete block masonry in a manner acceptable by the Engineer.

Weep holes shall be provided in the closure at the lower end of the casing pipe to facilitate drainage and shall be located within the granular pipe bedding material. Granular bedding is not required under the open cut casing pipe; however, the Contractor shall insure that casing pipe does not bear directly on rock.

1.10 Creek Crossings

River and creek crossings shall be accomplished in a method determined by the Contractor and approved by the Engineer to the lines and grades as shown on the plans. Piping shall be ductile iron or polyethylene pipe as per the pipe materials section of these Technical Specifications and as approved by the Engineer. There are multiple types of creek crossings, which shall be as shown on the plans and where indicated on the plans.

1.11 Pipeline Testing

1.11.1 General

Testing at the Contractor's expense of any water line section may be requested at any time by the Engineer to determine that the section is watertight.

1.12 Visual Inspection

During the final inspection the Engineer may inspect any section of the water lines by various methods at his disposal to determine whether the completed lines are true to line and grade as laid out or as shown on the Plans.

1.13 Hydrostatic Tests

After the pipe is laid and the line flushed, it shall be filled with water with care being exercised to expel all air from the pipe. During the test period all pipe, valves, fittings, and joints shall be examined carefully for defects. Any observed leaks or defective pipe shall be satisfactorily

repaired or replaced, at the expense of the Contractor and the test repeated until the section tested is within the limits prescribed hereinafter. The entire distribution system or parts thereof shall be tested under hydrostatic pressure of 150-psi, or pressure class of the pipe whichever is greater, for a period of 4 hours, if joints are exposed, or for an 8 hour period if joints are covered. Repairs shall be made using approved materials and new replacement fittings, specials, or gaskets where leakages occur.

Leakage shall be measured by an approved calibrated meter through which all the water required to maintain test pressure shall be pumped. All testing shall be performed in the presence of the Engineer. Allowable leakage shall not exceed 10 gallons per 24 hours per inch of diameter per mile of pipe, at the specified test pressure.

Tests shall be completed in accordance with the latest edition of AWWA C-600 except a modified herein.

1.14 Flushing

Any foreign material left in piping during construction shall be removed by flushing system prior to testing. Flushing should be accomplished by partially opening and closing valves and hydrants several times under expected line pressure with flow velocities adequate to flush foreign material out of valves and hydrants.

1.15 Disinfection

1.15.1 General

Thoroughly disinfect all water pipe on potable water lines prior to being placed in service. Follow the applicable provisions of the procedure established for the disinfection of the cast iron pipe as set forth in the latest edition of AWWA C651 entitled "Disinfecting Water Mains".

1.15.2 During the Construction

Workmen shall be required to use utmost care to see that the surface of parts of the structures, the inside of pipes, fittings, jointing materials, valves, and specials which come in contact with the local water system's water, are maintained in a sanitary condition. Every effort shall be made to keep the inside of the pipe, fittings, and valves free of all foreign matter, sticks, dirt, rocks. As each joint of pipe is being laid, it shall be swabbed so that all foreign matter is removed. All fittings and exposed open ends of pipe shall be blocked or capped until the line is completed.

When the entire pipe line or certain selected sections thereof have been completed, tested and made ready for turning over to the local water system, ready for use, the line or section of line shall be thoroughly sterilized according to the following procedure: The new pipe shall be disinfected by introducing HTH, perchloron, or a similar hypochlorite solution, through taps made by the Contractor as directed by the Engineer. The water shall be turned into the mains slowly to allow a thorough mixing of solution which shall be brought to a strength of 50 parts per million of available chlorine. All valves shall then be closed and the sterilizing solutions permitted to remain in the pipeline sections for not less than 24 hours. At the end of the 24 hour period the water in the line must have a minimum chlorine residual of 25 parts per million, or the process shall be repeated until the residual of 25-ppm is maintained. After the required chlorine residual has been maintained the mains shall be flushed thoroughly until a chlorine residual not to exceed one (1) part per million is obtained.

No water line shall be put in service either permanently or temporarily until it has been thoroughly disinfected to the satisfaction of the Engineer. The Contractor shall be responsible for all bacteriological testing should this be required by the Engineer.

1.16 Restoration of Paved Surfaces

1.16.1 General Description

After all excavations within the limits of paved surfaces have been properly backfilled and compacted in accordance with the Plans and Specifications, the paved surfaces shall be restored to a condition as good as or better than existed prior to the beginning of the work, in accordance with the following Specifications.

1.17 City, County, and State Paved Surfaces

Streets, alleys, sidewalks, curbs, and gutters originally constructed by ordinance or maintained by the City, and highways, roads, and walks constructed and/or maintained by the Kentucky Transportation Cabinet or County, which are wholly or partially removed, damaged or disturbed by the Contractor's operations, shall be promptly restored to a condition as good as or better than existed prior to the beginning of the work. Such restoration shall be performed in accordance with the pertinent Specifications and standards of the City, the County, or the Kentucky Transportation Cabinet as applicable.

1.18 Other Paved Surfaces

Streets, alleys, driveways, sidewalks, curbs, and gutters, not constructed or maintained by the City, the Kentucky Transportation Cabinet, or the County, but paved with asphalt, concrete, cinders, crushed stone, waterbound macadam, oilbound macadam, or heterogeneous paving materials, which are wholly or partially removed, damaged or disturbed by the Contractor's operations, shall be restored with like or better materials, acceptable to the Engineer, to a condition as good or as better than existed prior to the beginning of the work, so that the movement of traffic, both vehicular and pedestrian, through the restored way shall be as free, safe and unimpeded as before.

1.19 Asphalt Roadway Paving

Existing asphalt paving in roadways shall be restored with base, binder and surfacing of the dimensions as shown in the plans. All material shall conform to the Materials section of these Technical Specifications and construction methods shall conform to Sections 300 and 400 of the Kentucky Transportation Cabinet Standard Specifications with the approval of the Engineer.

1.20 Concrete Roadway Paving

Existing concrete paving in roadways shall be restored with the dimensions shown in the plan details. All materials shall conform to the Materials section of these Technical Specifications and construction methods shall conform to Section 500 of the Kentucky Transportation Cabinet Standard Specifications with the approval of the Engineer.

1.21 Driveway Replacement

For the restoration of all paved driveways disturbed by the installation of the water lines, the materials and dimensions shall be equivalent to the original paving. However, in no case shall the dimensions be less than (a) 6" DGA base and 6" Class "A" Concrete for concrete driveways and (b) 6" DGA base and 2" Bituminous Surface for asphalt driveways.