

**SUMMIT ENGINEERING, INC.**

January 15, 2010

Mr. Jeff Derouen  
Executive Director  
Public Service Commission  
P.O. Box 615  
Frankfort, KY 40602

RECEIVED

JAN 19 2010

PUBLIC SERVICE  
COMMISSION

**Re: Shelby Sanitary Sewer Phase III, Section II - Collins  
Pike County, KY, Case No. 2009-00541**

Mr. Derouen:

Please find the following attachments for the above referenced project:

- 1) Two (3) sets of Plans
- 2) Two (3) sets of Contract Documents

If you have any questions or need further assistance please contact Randy Jones of Rubin and Hays at 502-569-7534.

Thank you,

Cleve Justice

encl.

cc: Summit Engineering, Inc.  
file

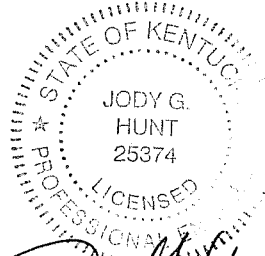
**ADDENDUM NO. 1**

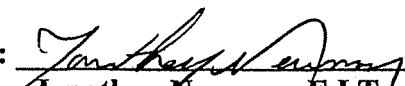
**PROJECT:** MOUNTAIN WATER DISTRICT  
SHELBY SANITARY SEWER PROJECT PHASE III, SECTION II -  
COLLINS

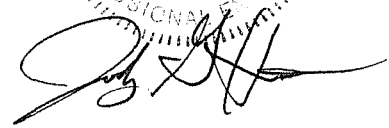
**DATE:** November 19, 2009

**BID OPENING:** December 2, 2009

**PURPOSE:** This addendum is issued to clarify the bidding requirements for the above referenced project. The pre-bid conference scheduled for Wednesday, November 25, 2009 at 2:00 p.m. at the offices of the Mountain Water District shall be mandatory for all potential bidders.



**BY:**   
Jonathan Newman, E.I.T.  
Project Manager  
Summit Engineering, Inc.



**RECEIPT ACKNOWLEDGEMENT:** \_\_\_\_\_  
FIRM

**RECEIVED BY:** \_\_\_\_\_  
AUTHORIZED AGENT

ADDENDUM NO. 2

**PROJECT:** MOUNTAIN WATER DISTRICT  
SHELBY SANITARY SEWER PROJECT PHASE III, SECTION II -  
COLLINS

**DATE:** November 24, 2009

**BID OPENING:** December 2, 2009

**PURPOSE:** This addendum is issued to modify the requirements for the above referenced project.

**ITEM NO. 1**

The Instructions to Bidders (Section 00200) has been revised. Please find the attached revised page 00200-7 from Instructions to Bidders. Please remove the existing page 00200-7 from Instructions to Bidders and replace with the attached. Note the addition of paragraph 19.07.

**ITEM NO. 2**

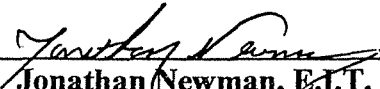
The Supplementary Conditions (Section 00800) have been revised. Please find the attached revised Supplementary Conditions. Please remove the existing Supplementary Conditions and replace with the attached. Note changes to Articles 5, 10, and 18.

**ITEM NO. 3**

Technical Specification XII has been revised. Please find the attached revised Technical Specification XII. Please remove the existing Technical Specification XII and replace with the attached. The statement "or equal" has been added after each brand name product.

**ITEM NO. 4**

Technical Specification XIII has been revised. Please find the attached revised Technical Specification XIII. Please remove the existing Technical Specification XIII and replace with the attached. The statement "or equal" has been added after each brand name product.

BY:   
Jonathan Newman, E.I.T.  
Project Manager  
Summit Engineering, Inc.

RECEIPT ACKNOWLEDGEMENT: \_\_\_\_\_  
FIRM

RECEIVED BY: \_\_\_\_\_  
AUTHORIZED AGENT

waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

19.07 Contract shall be awarded to the lowest responsive, responsible bidder unless all bids are rejected. All bids shall not be rejected without proper justification.

## **ARTICLE 20 - CONTRACT SECURITY AND INSURANCE**

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

## **ARTICLE 21 - SIGNING OF AGREEMENT**

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21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

**End of Section**

**SECTION 00800  
SUPPLEMENTARY CONDITIONS**

**GENERAL**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2001 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The articles and paragraphs of these Supplementary Conditions are arranged in the same order as the General Conditions in order to facilitate understanding of the amendments and supplements made.

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## **Article 1 - Definitions and Terminology**

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

### SC-1.01.A.15 Contract Times

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

*Contract Times* – The number of days or the dates stated in the Agreement to achieve Substantial Completion

## **Article 2 – Preliminary Matters**

No change.

## **Article 3 – Contract Documents: Intent, Amending, Reuse**

No change.

## **Article 4 - Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points**

### SC-4.02 Subsurface and Physical Conditions

Contractor is required to visit the Site to become familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work. This is to involve an alert, heads-up, eyes-open, reasonable examination of the area and the conditions under which the Work is to be performed (see GC 4.03.C.2.b).

### SC-4.06 Hazardous Environmental Conditions at Site

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

- A. No reports on drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.

## **Article 5 – Bonds and Insurance**

### SC 5.03 Certificates of Insurance

Add the following new paragraphs immediately after Paragraph 5.03.B:

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

maintain such insurance.

- D. By requiring such insurance and insurance limits herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

SC-5.04 Contractor's Liability Insurance

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

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

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

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

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

a.	General Aggregate	\$2,000,000
b.	Products – Completed Operations Aggregate	\$1,000,000
c.	Personal and Advertising Injury	\$1,000,000
d.	Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
e.	Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.	
f.	Excess or Umbrella Liability	
	1) General Aggregate	\$1,000,000
	2) Each Occurrence	\$1,000,000
g.	Fire and extended coverage insurance (Builders Risk)	\$1,000,000

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

a.	Bodily Injury:	
	Each person	\$500,000
	Each Accident	\$1,000,000



- b. Property Damage:
      - Each Accident \$1,000,000
    - c. Combined Single Limit of \$1,000,000
  
- 4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
  - a. Bodily Injury:
      - Each Accident \$1,000,000
      - Annual Aggregate \$2,000,000
    - b. Property Damage:
      - Each Accident \$1,000,000
      - Annual Aggregate \$2,000,000
  
- 6. Owner and Engineer to be included on policy as additional insures.

**Article 6 – Contractor’s Responsibilities**

SC- 6.06 Concerning Subcontractors, Suppliers, and Others

Add the following new paragraph immediately after Paragraph 6.06.G:

- H. Owner or Engineer may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

SC – 6.17 Shop Drawings and Samples

Add the following new paragraphs immediately after Paragraph 6.17.E:

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer’s time for reviewing subsequent submittals of Shop Drawings, samples or other items requiring approval and Contractor shall reimburse Owner for Engineer’s charges for such time.
  
- G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer’s charges for such time unless the need for such substitution is beyond the control of Contractor.

**Article 7 - Other Work at the Site**

No change.

**Article 8 – Owner’s Responsibilities**

No change.

**Article 9 – Engineer’s Status During Construction**

No change.

**Article 10 – Changes in the Work**

SC-10.03 Execution of Change Orders

Add the following new paragraph immediately after Paragraph 10.03.A:

- B. Change orders to the construction contract (if required) must be negotiated with DOW/KIA Procurement Guidance for Construction and Equipment Contracts.

**Article 11 – Cost of the Work; Allowances; Unit Price Work**

SC-11.01.A.5.c, Delete Paragraph 11.01.A.5.c in its entirety and insert the following in its place:

- c. Construction Equipment and Machinery:
  - 1. Rentals of all construction equipment and machinery, and the parts thereof in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - 2. Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the most current RS Means book adjusted for locality. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

SC-11.03 Unit Price Work

SC-11.03.D Delete Paragraph 11.03.D in its entirety and insert the following in its place:

- D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. if the Bid price of a particular item of Unit Price Work amounts to 5% percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25% percent from the estimated quantity of such item indicated in the Agreement; and
2. if there is no corresponding adjustment with respect to any other item of Work; and
3. if Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

**Article 12 - Change of Contract Price; Change of Contract Times**

No change.

**Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work**

No change.

**Article 14 – Payments to the Contractor and Completion**

No change.

**Article 15 – Suspension of Work and Termination**

No change.

**Article 16 – Dispute Resolution**

SC 16.01 Methods and Procedures

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

- A. Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after receipt of written notice of Engineer's action or decision unless, within that time period, Owner or Contractor gives to the other party written notice of intent to submit the Claim to a process of bilateral negotiations as set forth below.
- B. Within 30 days of the delivery of such notice, Owner and Contractor shall meet and confer regarding the Claim. A good-faith effort to negotiate resolution shall be made by both parties.
- C. If the negotiations contemplated by Paragraph SC-16.01.B are unsuccessful,

management representatives of Owner and Contractor at least one tier above the individuals who met under SC 16.01.B shall meet, confer, and negotiate within 30 days of the closure of the unsuccessful negotiations.

- D. If the Claim is not resolved by negotiation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the negotiations unless, within that time period, Owner or Contractor:
  - 1. gives to the other party written notice of intent to submit the Claim to a court of competent jurisdiction, or
  - 2. agrees with the other party to submit the Claim to another dispute resolution process.
- E. Notwithstanding any applicable statute of limitations, a party giving notice under Paragraph SC 16.01.D.1 shall commence an action on the Claim within one year of giving such notice. Failure to do so shall result in the Claim being time-barred and Engineer's action or denial shall become final and binding.

**Article 17 – Miscellaneous**

No change.

**Article 18 – Federal Requirements**

SC-18.13 Compliance

- A. Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act and the contract Work Hours Standards Act.

**END OF SECTION**

## SECTION XII

## TECHNICAL SPECIFICATIONS

## SANITARY SEWER FORCE MAINS

## 12.1 PURPOSE

The purpose of this section is to outline the requirements for the proper construction of sanitary sewer force mains and siphons.

## 12.2 GENERAL REQUIREMENTS

The sanitary sewer force mains and siphons shall be laid in reasonable conformance to the lines and grades shown on the Design Drawings. In no event shall any section of force main be constructed at an elevation higher than that specified for the air release valve. No reach of force main shall be laid on a 0% slope. A #10 copper trace wire shall be laid with all non-metallic force mains and siphons.

## 12.3 QUALITY CONTROL

Submit five copies of the following:

- A) Documentation to substantiate pipe material's compliance with these specifications.
- B) Documentation to substantiate that pipe bedding materials will conform to requirements of these specifications.
- C) Documentation of pressure and leak testing.

## 12.4 PIPE MATERIALS

PIPE:

12.4.1 HIGH DENSITY POLYETHYLENE PIPE: The pipe shall be Green Stripe Pipe, or equal. The Pipe shall be equal to Chevron Phillips Performance Pipe 4200 Series and shall be supplied in the following classes:

Nominal Size
1 1/4" DR 11
2" DR 11
3" DR 11
4" DR 11
5" DR 11
6" DR 11
8" DR 11

Pipe shall be manufactured from a PE 3408 resin listed with the Plastic Pipe Institute (PPI) as TR-4. The resin material shall meet the specifications of ASTM D3350-99 with a minimum cell classification of PE345464C. Pipe shall have a manufacturing standard of ASTM D3035 and be manufactured by an ISO 9001 certified manufacturer. The pipe shall contain no recycled compounds except that generated in the manufacturer's own plant from resin of the same specification from the same raw material. The pipe shall be homogeneous throughout and free of visible cracks, holes, foreign inclusions, voids, or other injurious defects.

12.4.2 ASTM 2241 POLYVINYL CHLORIDE PRESSURE PIPE, FITTINGS AND JOINTS - ASTM 2241 PVC shall not be used on this project

FITTINGS:

12.4.3 BUTT FUSION FITTINGS: Butt fusion fittings shall be in accordance with ASTM D3261 and shall be manufactured by injection molding, a combination of extrusion and machining, or fabricated from HDPE pipe conforming to this specification. All fittings shall be pressure rated to provide a working pressure rating no less than that of the pipe. Fabricated fittings shall be manufactured using a McElroy Datalogger, or equal, to record fusion pressure and temperature. A graphic representation of the temperature and pressure data for all fusion joints made producing fittings shall be maintained as part of the quality control. The fitting shall be homogeneous throughout and free of visible cracks, holes, foreign inclusions, voids, or other injurious defects.

12.4.4 ELECTROFUSION FITTINGS: Electrofusion Fittings shall be PE3408 HDPE, Cell Classification of 345464C as determined by ASTM D3350-99 and be the same base resin as the pipe. Electrofusion Fittings shall have a manufacturing standard of ASTM F1055.

12.4.5 FLANGED AND MECHANICAL JOINT ADAPTERS: Flanged and Mechanical Joint Adapters shall be PE 3408 HDPE, Cell Classification of 345464C as determined by ASTM D3350-99 and be the same base resin as the pipe. Flanged and mechanical joint adapters shall have a manufacturing standard of ASTM D3216. All adapters shall be pressure rated to provide a working pressure rating no less than that of the pipe.

12.4.6 MECHANICAL RESTRAINT: Mechanical restraint for HDPE may be provided by mechanical means separate from the mechanical joint gasket sealing gland. The restrainer shall provide wide, supportive contact around the full circumference of the pipe and be equal to the listed widths. Means of restraint shall be machined serrations on the inside surface of the restrainer equal to or greater than the listed serrations per inch and width. Loading of the restrainer shall be by a ductile iron follower that provides even circumferential loading over the entire restrainer. Design shall be such that restraint shall be increased with increases in line pressure.

Serrated restrainer shall be ductile iron ASTM A536-80 with a ductile iron follower; bolts and nuts shall be corrosive resistant, high strength alloy steel.

The restrainer shall have a pressure rating of, or equal to that of the pipe on which it is used or 150 PSI which ever is lesser. Restrainers shall be JCM Industries, Sur-Grip or pre-approved equal.

Nominal Size	Restraint Width	Serrations per inch
4", 6"	1-1/2"	8
8" 10 & 12"	1-3/4"	8

Pipe stiffeners shall be used in conjunction with restrainers. The pipe stiffeners shall be designed to support the interior wall of the HDPE. The stiffeners shall support the pipe's end and control the "necking down" reaction to the pressure applied during normal installation. The pipe stiffeners shall be formed of 304 or 316 stainless steel to the HDPE manufacturers published average inside diameter of the specific size and DR of the HDPE. Stiffeners shall be by JCM Industries or pre-approved equal.

## 12.5 INSTALLATION

### GENERAL:

12.5.1 PIPE & FITTINGS: Size as indicated on the plans. Install as shown in accordance with manufacturer's recommendations.

### JOINING:

12.5.2 BUTT FUSION: Sections of polyethylene pipe should be joined into continuous lengths on the jobsite above ground. The joining method shall be the butt fusion method and shall be performed in strict accordance with the

pipe manufacturer's recommendations. The butt fusion equipment used in the joining procedures should be capable of meeting all conditions recommended by the pipe manufacturer, including, but not limited to, temperature requirements of 400 degrees Fahrenheit, alignment, and an interfacial fusion pressure of 75 PSI. The butt fusion joining will produce a joint weld strength equal to or greater than the tensile strength of the pipe itself.

12.5.3 SIDEWALL FUSION: Sidewall fusions for connections to outlet piping shall be performed in accordance with HDPE pipe and fitting manufacturer's specifications. The heating irons used for sidewall fusion shall have an inside diameter equal to the outside diameter of the HDPE pipe being fused. The size of the heating iron shall be  $\frac{1}{4}$  inch larger than the size of the outlet branch being fused.

12.5.4 MECHANICAL: Bolted joining may be used where the butt fusion method cannot be used. Flange joining will be accomplished by using a HDPE flange adapter with a ductile iron back-up ring. Mechanical joint joining will be accomplished using either a molded mechanical joint adapter or the combination of a Sur-Grip Restrainer and Pipe Stiffener as manufactured by JCM Industries, Inc, or equal. Either mechanical joint joining method will have a ductile iron mechanical joint gland.

12.5.5 OTHER: Socket fusion, hot gas fusion, threading, solvents, and epoxies may not be used to join HDPE pipe.

12.5.5.1 The CONTRACTOR shall furnish a fusing apparatus and generator to the Owner once construction is complete. The fusing apparatus shall be Central Plastic 2A Electric Heater and Bag with Dyes for 2", 1  $\frac{1}{2}$ ", and 1  $\frac{1}{4}$ " HDPE pipe. The generator shall be a North Star portable generator 15,000 surge watts, 13,500 running watts having two 120 volt 20 amp duplex outlets, one 120/240 volt 60 amp outlet, one 120 volt 30 amp locking plug outlet, one 120/240 30 amp locking plug outlet, and a 20 hp electric start Kohler engine.

12.5.6 QUALITY AND WORKMANSHIP: The pipe and/or fitting manufacturer's production facility shall be open for inspection by the owner or his designated agents with a reasonable advance notice. During inspection, the manufacturer shall demonstrate that it has facilities capable of manufacturing and testing the pipe and/or fittings to the standards required by this specification.



12.5.7 PACKAGING, HANDLING & STORAGE: The manufacturer shall package the pipe in a manner designed to deliver the pipe to the project neatly, intact and without physical damage. The transportation carriers shall use appropriate methods and intermittent checks to insure the pipe is properly supported, stacked and restrained during transportation such that the pipe is not nicked, gouged, or physically damaged.

Pipe shall be stored on clean, level ground to prevent undue scratching or gouging. If the pipe must be stacked for storage, such stacking shall be done in accordance with the pipe manufacturer's recommendations. The pipe shall be handled in such a manner that it is not pulled over sharp objects or cut by chokers or lifting equipment. Sections of pipe having been discovered with cuts or gouges in excess of 10% of the pipe wall thickness shall be cut out and removed. The undamaged portions of the pipe shall be rejoined using the heat fusion joining method.

Fused segments of the pipe shall be handled so as to avoid damage to the pipe. Chains or cable type chokers must be avoided when lifting fused sections of pipe. Nylon slings are preferred. Spreader bars are recommended when lifting long fused sections.

## 12.6 CONSTRUCTION PRACTICE

12.6.1 TRENCH CONSTRUCTION: Trenching shall be done in accordance with ASTM D 2321, Section 6 and/or ASTM D2774.

12.6.2 EMBEDMENT MATERIAL: Embedment materials shall be Class I, Class II, or Class III materials as defined by ASTM D 2321, Section 5. The use of Class IV and Class V materials for embedment is not recommended and should be done only with the approval of the engineer. Class I crushed stone and Class II well-graded gravels are preferred. The embedment material shall have an installed density of at least 85% Standard Proctor Density through compaction or consolidation.

12.6.3 BEDDING: The pipe bedding shall be constructed in accordance with ASTM D2321, Section 5, Table 2.

12.6.4 HAUNCHING AND INITIAL BACKFILL: Haunching and initial backfill shall be as specified in ASTM D2774 and/or ASTM D2321, Section 5, Table 2 using Class I, Class II or Class III materials. Materials and compaction shall be specified by the engineer.

## 12.7 TESTING

The completed force main and siphon shall be subjected to a combined pressure and leakage test as described in Section 4 of AWWA C600. The testing shall be subject to the following:

- A) All tests shall be conducted in the presence of the ENGINEER.
- B) The CONTRACTOR shall furnish a recording pressure device to be used for the pressure and leak test. The device shall be a Dickson PR300 Pressure Logger with all appropriate cables and software. The Device and software shall become the property of the OWNER at conclusion of test. The pressure charts from the test shall be retained by the OWNER as evidence of the testing.
- C) All test waters shall be potable water from the OWNER's water distribution system. When connecting to the existing Mountain Water District Potable Water System the CONTRACTOR shall utilize a Reduced Pressure Zone Backflow Prevention device. The device shall be a Zurn / Wilkins RPZ Backflow Preventer Model Number 975XL, or equal. The Pressure Zone Backflow Prevention device shall become property of the OWNER at the conclusion of the project. Withdrawals of water from the OWNER's system **must be both authorized and metered.** The OWNER will bill the contractor for all waters used in accordance with its current rate schedule.
- D) The test pressure shall be 100 psi or the maximum operating pressure of the lift station, whichever is greater.
- E) Duration of test shall be no less than two hours.
- F) Where leaks are evident on the surface where joints are covered, the joints shall be recaulked, repoured, bolts retightened or relaid, and leakage minimized regardless of total leakage as shown by test.
- G) All pipe fittings and other materials found to be defective under test shall be removed and replaced.
- H) Lines which fail to meet test requirements shall be repaired and retested as necessary until test requirements are complied with at no additional cost to OWNER.

## 12.8 CONNECTING FORCE MAIN TO MANHOLE

All sanitary sewer force mains to be connected to manholes must connect at the elevation indicated on the design drawings.

#### 12.9 CONCRETE THRUST BLOCKS

Concrete thrust blocks shall be provided at all bends in the force main as shown on the Detail Sheets of the Design Drawings.

#### 12.10 MEASUREMENT AND PAYMENT

12.10.1 Measurement: Pipe for force mains and siphons in place, complete, successfully pressure tested shall be measured in linear feet along the pipe centerline. Pipe bends will not be measured for separate payment. Bends shall be measured in linear feet. No allowance shall be made for laps or drops at connections.

12.10.2 Payment: Payment for force mains and siphons will be made at the contract unit price for the applicable diameter as set forth in the Bid Schedule. Such payment shall constitute full compensation for all materials, labor, equipment, and incidentals necessary for the completion of the work.

-- THE END --

## SECTION XIII

## TECHNICAL SPECIFICATIONS

Pressure Sewer Laterals  
&  
Building Sewer

## 13.1 SCOPE

Furnish all labor, material, equipment and incidentals required to install, complete and ready for operation, all sanitary sewer service laterals as shown on the Drawings and as specified herein.

## 13.2 SPECIAL REQUIREMENTS

The CONTRACTOR will encounter a variety of house connection situations. These include:

a. Existing Service Replacement Lateral. Sewers for most of this project will be constructed in existing residential neighborhoods. Since the existing homes already have sanitary disposal systems (straight pipes, septic tanks, combined sewers, etc.), there is a danger that the landowners will not connect to the new sewer system and defeat the water quality improvement objectives of this project. Consequently, where possible, the CONTRACTOR will be required to follow the procedure outlined in 13.4 herein to completely connect existing residents to the new sewers.

Any connection of a lateral within the limits of the project easements is covered by the DOW construction permit. Any connection of a lateral beyond the limits of the easements is **NOT** covered by the DOW construction permit and, therefore, requires a plumbing permit, a plumbing inspection, and actual connection by a licensed plumber. It is a project requirement that the CONTRACTOR obtain all necessary permits, schedule the required inspections, pay all fees, and have a licensed plumber as a member of his construction field personnel. The provision of these services shall be considered incidental to the unit price bid for 4 inch gravity sewer pipe.

13.3 GENERAL

13.3.1 Building Sewer  
NONE

13.3.2 Pressurized Sewer Line

All polyethylene pipe and tubing furnished under these specifications shall conform to all applicable requirements of the latest revision of the following standards, unless otherwise specified herein;

- AWWA C-901: Specification for Polyethylene Pressure Pipe, Tubing, and Fittings, ½" through 3" for Water.
- ASTM D2239: Specification for Polyethylene (PE) Plastic Pipe (SIDR-PR) (Iron Pipe Size, Inside Diameter)
- ASTM D2737: Specification for Polyethylene (PE) Plastic Tubing (Copper Tube Size, Outside Diameter)
- ASTM D3350: Specification for Polyethylene Plastics Pipe and Fittings Materials.

NSF #13 and #61

13.4 MATERIALS

13.4.1 Building Sewer

PVC pipe and fittings shall be used for all gravity sanitary sewer laterals. The pipe shall be extruded from Type I, Grade 1, polyvinyl chloride material, designated as PVC 1120, meeting ASTM specifications D3034, Type PSM, with a standard dimension ratio of SDR 35.

13.4.2 Pressure Sewer Laterals

The pipe shall be Chevron Phillips Performance Pipe Series 5100 or approved equal. The laterals shall be of Iron Pipe Size (IPS) ID ASTM D2239.

Nominal Size	Outside Dimension	Approximate ID
1.25"	1.774	1.380

The pipe and fitting material shall have a classification number of 355434C in accordance with ASTM D3350. The pipe shall also have a pressure rating of 160 PSI. In addition, the material must exceed 1000 hours when tested in accordance with the Ring Environmental Stress Crack Resistance Test (Radar Ring Test) with fewer than 20% failures. Also, the extruded pipe shall have impact strengths greater than 15 ft#/in. at 32° Fahrenheit when tested in accordance with the (ASTM D256 Sharpie Impact Test). The material shall be of

virgin quality. The pipe supplier shall provide a representative to instruct the CONTRACTOR's crew on Butt Fusion and installation and witness the first twenty joints.

The pipe shall be homogeneous throughout and free of visible cracks, holes, foreign inclusions or other injurious defects. It shall be uniform in color, opacity, density and other physical properties.

Butt fusion of the pipe fittings shall be performed in accordance with the pipe manufacturer's recommendations as to equipment and technique. The fusion operation shall be performed by an individual who has demonstrated the ability to fuse polyethylene pipe in the manner recommended by the pipe supplier.

### 13.5 INSTALLATION

#### 13.5.1 Building Sewer Lateral

Couplings or sleeves for connecting pipes of different sizes or materials shall be made of ductile iron such as those manufactured by Muller Co., Dresser or Clow, or equal. The OWNER and CONTRACTOR shall meet with the landowner to determine a mutually agreeable location for each lateral prior installation. The CONTRACTOR shall lay a four-inch building connection line from the existing building sewer to the new grinder unit, IF, and only IF, the landowner signs up for sewer service and pays the Water District's tap fee. This four inch sewer is referred to herein as the 'building sewer'.

If the CONTRACTOR completes a 'building sewer' connection, he shall smoke test the landowner's system to verify that roof leaders or other storm drainage sources have not been connected to the new sewer. The abandoned, or disconnected, service connection shall be suitably plugged or reconnected to a storm drainage system as applicable.

All house laterals, unless otherwise specified or directed, shall be standard PVC pipe as specified hereinbefore and as indicated on the Drawings. Trenching, pipe laying, joints and backfilling shall conform to the requirements set forth herein for pipe laying.

The pipe shall be laid on a uniform grade from the grinder pump to the existing sewer.

The installation of house connections shall not occur until the pressure sewer is ready for service.

**13.5.2 Pressure Sewer Lateral**

Refer to the Sanitary Sewer Force Main Specification for Installation of Pressurized Sewer Pipe.

**13.6 MEASUREMENT AND PAYMENT**

**13.6.2 House Sewer Laterals**

House Sewer Laterals shall be measured as four inch lateral lines (house connection to Grinder Basin) in place, complete, successfully pressure tested, shall be measured in linear feet along the pipe centerline. Pipe fittings in the collector sewer (wyes, tees) will be measured "each." The length of fittings measured for payment will be deducted from the lineal feet of pipe laid to avoid double payment. Pipe bends will not be measured for separate payment. Pipe bends shall be included in the linear feet of pipe. No allowance shall be made for laps or drops at connections.

There shall be no separate measurement or special payment for disconnecting / reconnecting existing building sewers, for smoke testing existing building sewer systems, for four inch to six inch PVC adaptors, or for other work associated with installing building sewer systems as same shall be considered incidental to cost for four inch gravity sewer. CONTRACTOR should prepare his unit price bid accordingly.

CONTRACTOR SHOULD NOTE THAT HOUSE LATERAL FOOTAGE IS AN ESTIMATE AND COULD VARY SIGNIFICANTLY. ESTIMATE WAS ASSUMED TO BE 40 FEET PER HOME.

**13.6.3 Pressure Sewer Laterals**

Pressure Sewer Lateral shall be measured as 1.25" lateral lines (Grinder Basin to Collector Force Main) in place, complete, successfully pressure tested, shall be measured in linear feet along the pipe centerline.

13.6.4 Payment: Payment for pipe will be made at the contract unit price per linear foot for each pipe diameter as set forth in the Bid Schedule. Payment for fittings shall be made at the contract price "each" as set forth in the Bid Schedule. Such payment shall constitute full compensation for all materials, labor, equipment, and incidentals necessary for the completion of the work. Plug and rebar for marking the ends of laterals shall be considered incidental to the linear foot price of pipe.

-- THE END --

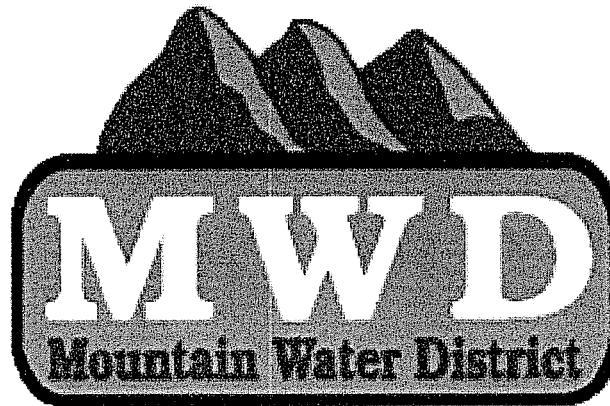


# MOUNTAIN WATER DISTRICT

## SHELBY SANITARY SEWER

### PROJECT PHASE III

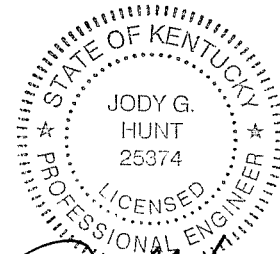
### SECTION II - COLLINS



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PUBLIC SERVICE  
COMMISSION



*DECEMBER 2009*

BID DOCUMENTS

**PREPARED BY**

**SUMMIT ENGINEERING, INC.**

120 Prosperous Pl., Ste. 101  
Lexington, KY 40509  
859/264-9860

131 Summit Drive  
Pikeville, KY 41501  
606/432-1447

P.O. Drawer 1800  
Grundy, VA 24614  
703/935-2126

203 Main Avenue  
Logan, WV 25601  
304/752-5038

P.O. Box 1035  
Hazard, KY 41702  
606/439-1497

400 Allen Drive, Ste. 400  
Charleston, WV 25302  
304/342-1342

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**SECTION 00100**  
**ADVERTISEMENT FOR BIDS**

The Mountain Water District, 6332 Zebulon Highway, Pikeville, Kentucky 41502 is advertising for separate sealed Bids for the construction of Shelby Sanitary Sewer Project Phase III, Section II - Collins to be received by the Mountain Water District at the office of Dan Stratton, 111 Pike Street, Pikeville, KY 41501, until 3:00 p.m. Wednesday, December 2, 2009, and then at said office publicly opened and read aloud.

This project extends sanitary sewer service to approximately 50 customers in the Collins and Shelbiana areas of Pike County. The project includes 350 LF of 6" HDPE, 7,400 LF of 4" HDPE, 1,000 LF of 2" HDPE, and 50 Residential Grinder Pump Stations.

The Contract Documents may be examined at the following locations:

Mountain Water District, 6332 Zebulon Highway, Pikeville, KY 41501  
Summit Engineering, Inc., 120 Prosperous Place, Suite 101, Lexington, KY 40509  
Summit Engineering, Inc., 131 Summit Dr., Pikeville, KY 41501

Copies of the Contract Documents may be purchased from Lynn Imaging upon payment of a non-refundable charge of \$150.00 per set cash or check payable to Lynn Imaging. Documents may be obtained from Lynn Imaging, 328 Old Vine Street, Lexington, KY 40507, 859-226-5850 or at <http://www.lynnimaging.com>. If documents are to be mailed, there will be an additional handling fee of \$19.00 for each set payable to Lynn Imaging.

Any contract(s) awarded under this Invitation for Bids are expected to be funded in part by a loan from the Kentucky Infrastructure Authority and/or by grant from the US Environmental Protection Agency. Neither the United States nor any of its departments, agencies, or employees is or will be a party to this Invitation for Bids or any resulting contract. This procurement will be subject to regulations contained in 40 CFR Part 31.36 or with DOW Procurement Guidance with the exception of the Davis-Bacon Act.

Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, and the Contract Work Hours Standard Act and 40 CFR 31.36 L (3, 4 & 6).

Bidders must comply with the President's Executive Order No. 11246 (Equal Employment Opportunity) as amended, which prohibits discrimination in employment regarding race, creed, color, sex or national origin.

The 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 and goal set forth in 41 CFR 60-4 in applicable to the area of the project.

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

The award will be made to the lowest, responsive, responsible bidder.

Contract Documents will NOT be issued after 2:00 PM on Friday, November 27, 2009.

Federal wage and hour provisions DO apply to this project. State wage and hour provisions DO apply to this project. This project is being funded, in part, with Coal Severance funds.

A Pre-Bid Conference will be conducted by representatives of Summit Engineering, Inc. Interested parties are to meet at the offices of the Mountain Water District at 2:00 p.m. on Wednesday, November 25, 2009.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mountain Water District

**SECTION 00200**  
**INSTRUCTIONS TO BIDDERS**

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## ARTICLE 1 - DEFINED TERMS

---

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

- A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- B. *Bidder* – The individual or entity who submits a Bid directly to Owner.
- C. *Successful Bidder* – The lowest responsible Bidder submitting a responsive Bid to whom Owner (on the bases of Owner’s evaluations as hereinafter provided) makes an award.

## ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

---

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 30 days after opening of Bids.

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

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

## ARTICLE 3 - QUALIFICATIONS OF BIDDERS

---

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

- A. Bidder’s Questionnaire (Section 00420)
- B. Compliance Statement (Section 00440)
- C. Certification of Non-Segregated Facilities (Section 00450)
- D. Certification for Contracts, Grants and Loans (Section 00460)
- E. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Section 00470)
- F. Certification Regarding Lobbying (Section 00480)

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

---

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

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

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or



conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

#### 4.02 *Underground Facilities*

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

#### 4.03 *Hazardous Environmental Condition*

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

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

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

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;

E. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

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

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

#### **ARTICLE 5 - PRE-BID CONFERENCE**

---

5.01 A pre-Bid conference will be held at 2:00 p.m. local time on Wednesday, November 25, 2009 at the offices of Mountain Water District. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are required to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

#### **ARTICLE 6 - SITE AND OTHER AREAS**

---

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

#### **ARTICLE 7 - INTERPRETATIONS AND ADDENDA**

---

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

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

## **ARTICLE 8 - BID SECURITY**

---

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% percent of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

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

## **ARTICLE 9 - CONTRACT TIMES**

---

9.01 The times for Substantial Completion and readiness for final payment are to be set forth by Bidder in the Bid and will be entered into the Agreement (or incorporated therein by reference to the specific language of the Bid). Substantial Completion is desired within 120 days. The times will be taken into consideration by Owner during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion and be ready for final payment within the times designated in the Bid.

## **ARTICLE 10 - LIQUIDATED DAMAGES**

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10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

## **ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS**

---

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or "or-equal" materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by Engineer as a substitute or "or-equal" unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

## **ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

---

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to

any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

## **ARTICLE 13 - PREPARATION OF BID**

---

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from the Engineer.

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each alternative, and adjustment unit price item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

## **ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS**

---

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount

added to the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as listed in the Bid form and award will be made on total base bid, including alternates.

#### **ARTICLE 15 - SUBMITTAL OF BID**

---

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following data:

- A. Bidders Certification
- B. Bidders Questionnaire
- C. RD REQUIREMENTS
- D. EPA REQUIREMENTS
- E. CDBG REQUIREMENTS

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Grondall Potter, Mountain Water District, P.O. Box 3157, Pikeville, Kentucky 41502.

#### **ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID**

---

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

16.02 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 17 - OPENING OF BIDS**

---

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

#### **ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

---

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

---

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to

waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

## **ARTICLE 20 - CONTRACT SECURITY AND INSURANCE**

---

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

## **ARTICLE 21 - SIGNING OF AGREEMENT**

---

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

**End of Section**

**SECTION 00410  
BID FORM**

*Shelby Sanitary Sewer Project Phase III, Section II - Collins*

TABLE OF ARTICLES

<u>Article</u>	<u>Article No.</u>
Bid Recipient .....	1
Bidder's Acknowledgements .....	2
Bidder's Representations .....	3
Further Representations .....	4
Basis of Bid .....	5
Time of Completion .....	6
Attachments to this Bid .....	7
Defined Terms .....	8
Bid Submittal .....	9

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

*Mountain Water District, at the office of Daniel P. Stratton  
111 Pike Street  
Pikeville, Kentucky 41501*

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

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

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

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.



- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

#### **ARTICLE 4 – FURTHER REPRESENTATIONS**

##### **4.01 Bidder further represents that:**

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

#### **ARTICLE 5 -- BASIS OF BID**

##### **5.01 (See attached bid schedule on the following page.)**

Bidder agrees to perform all the work in the Specifications and what is shown on the Drawings for the following unit prices:

**Exhibit 00520-A**

**Bid Schedule For  
Shelby Sanitary Sewer Project Phase III  
Section II - Collins**

ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	AMOUNT
1	<b>GENERAL</b>				
a	Mobilization / Demobilization (Note 1)	LS		1	
b	Seeding and Cleanup	LS		1	
c	Special Pipe Bedding (Note 3)	TON		200	
d	Removal of Existing Septic Tanks	EA		5	
e	Flowable Fill (Note 3)	CY		50	
f	Pavement Replacement	LS		1	
g	Landscape Allowance	LS		1	
2	<b>Force Mains / Sewer Lines</b>				
a	Connect to Existing	EA		1	
b	6" HDPE SDR 11	LF		350	
c	4" HDPE SDR 11	LF		7,400	
d	2" HDPE SDR 11	LF		1,000	
e	1.25" HDPE SDR 11 (Service)	LF		6,000	
f	4" ASTM D3034 PVC (House Connection)	LF		2,000	
3	<b>Fittings and Valves</b>				
a	6" Valve	EA		1	
b	4" Valve	EA		10	
c	2" Valve	EA		2	
d	Flushing Connection Type 1	EA		4	
e	Flushing Connection Type 2	EA		2	
f	Air Release Valve	EA		1	
4	<b>Encasements</b>				
a	Bore and Encase 4" HDPE	LF		230	
b	Open Cut and Encase 6" HDPE	LF		95	
c	Open Cut and Encase 4" HDPE	LF		70	
5	<b>Residential Grinder Pump /Service Connections</b>				
a	Install Residential Grinder Pump Station, Complete, In-Place	EA		50	
b	Pressure Sewer Lateral Assembly	EA		50	
c	Complete Residential Grinder Pump Package- Materials	Purchased by Owner			
d	Extra Vertical Height Residential Grinder Enclosure - Materials	Purchased by Owner			
e	Extra Vertical Height Residential Grinder Enclosure	VF		10	
<b>TOTAL</b>					

**NOTES**

1. The amount bid for "Mobilization/Demobilization" may not exceed 3% of the Base Bid Total.
2. The method of payment varies with the individual item and is described at the close of each section of the Technical Specifications
3. May only be installed on written order of the ENGINEER

5.02 Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are attached to and made a condition of this Bid:

- A. Site and Contract Document Inspection Certification (Section 00415)
- B. Bidder’s Questionnaire (Section 00420)
- C. Required Bid Security (Section 00430 or Certified Check)
- D. Compliance Statement (Section 00440)
- E. Certification of Non-Segregated Facilities (Section 00450)
- F. Certification for Contracts, Grants and Loans (Section 00460)
- G. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Section 00470)
- H. Certification Regarding Lobbying (Section 00480)

**ARTICLE 8 – DEFINED TERMS**

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

**ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Authorization to do business in Kentucky is \_\_\_\_/\_\_\_\_/\_\_\_\_.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

State Contractor License No. \_\_\_\_\_. (If applicable)

**SECTION 00415**  
**SITE AND CONTRACT DOCUMENT INSPECTION CERTIFICATION**

The undersigned bidder for Shelby Sanitary Sewer Project Phase III, Section II - Collins certifies that they have thoroughly examined the site and informed themselves fully regarding the conditions under which he will be obligated to operate and that in any way affect the Work, and knows, understands and accepts the existing conditions.

The undersigned bidder further certifies that they have thoroughly reviewed the Contract Documents and have had the opportunity, as provided in the Instructions to Bidders to ask questions of the ENGINEER concerning the Contract Documents. Failure to submit this certification with the Bid shall result in the rejection of that Bid.

**BIDDER** \_\_\_\_\_  
**BY** \_\_\_\_\_  
**NAME AND TITLE** \_\_\_\_\_

**SECTION 00420  
BIDDER'S QUESTIONNAIRE**

It is the intention of the OWNER to award this contract to a Bidder competent to perform and complete the Work in a satisfactory manner. Bidders must be able to demonstrate compliance with the experience requirements of the specifications. Bidders shall list projects to demonstrate their qualifications on the bidder's questionnaire and attach same to the bid form. Failure of Bidders to comply with minimum experience criteria shall result in OWNER's rejection of Bidder's submittal.

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets as necessary.

1. How many years has your organization been in business as a (circle one)  
General Contractor/Subcontractor? \_\_\_\_\_

2. List the projects which demonstrate Contractor's pre-qualifications.

Date Completed	Project Title	Location	Owner	Phone Number	Contract Amount
----------------	---------------	----------	-------	--------------	-----------------

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

D. \_\_\_\_\_

E. \_\_\_\_\_

3. Have you ever failed to complete work awarded to you: if so, where and why?  
\_\_\_\_\_  
\_\_\_\_\_

4. Have you personally inspected the site of the proposed work? Describe any anticipated problems with the site and your proposed solutions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Will you subcontract any part of this Work?  
\_\_\_\_\_  
\_\_\_\_\_

6. Can you self perform over 50% of this Work?

Yes or No

7. Please list the names and addresses of the subcontractors to be used for the work. Additional information will be required in accordance with the Instruction to Bidders.

Subcontractor 1 - \_\_\_\_\_

(Portion of the Work)

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Subcontractor 2 - \_\_\_\_\_

(Portion of the Work)

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Subcontractor 3 - \_\_\_\_\_

(Portion of the Work)

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

8. Please list the equipment that you own that is available for the Project?

<u>EQUIPMENT DESCRIPTION</u>	<u>HOURS</u>	<u>OWNED</u>	<u>LEASED</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

9. List the following in connection with the Surety which is providing the Bid Bond:

Surety Name: \_\_\_\_\_

Surety Address: \_\_\_\_\_



\_\_\_\_\_  
Name and Address of Surety's Resident Agent for service of process in

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. State the true and exact, correct, and complete name under which you do business. BIDDER IS: \_\_\_\_\_

SOLE PROPRIETORSHIP

\_\_\_\_\_  
(SEAL)

(Individual's Signature)

\_\_\_\_\_  
(Individual's Name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

A PARTNERSHIP

\_\_\_\_\_  
(SEAL)

(Partnership Name)

\_\_\_\_\_  
(General Partner's Signature)

\_\_\_\_\_  
(General Partner's Name)

Business address: \_\_\_\_\_

\_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

A CORPORATION

\_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(Name of Person Authorized to Sign)

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

\_\_\_\_\_  
(Authorized Signature)  
(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

**END OF SECTON**

**SECTION 00430  
BID BOND**

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

BIDDER (Name and Address):

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

OWNER (Name and Address):

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum

\_\_\_\_\_ )  
(Words)

\_\_\_\_\_ )  
(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal  
)

(Seal)

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Note: Above addresses are to be used for giving required notice.

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

SECTION 00440  
COMPLIANCE STATEMENT  
COMPLIANCE STATEMENT

This statement relates to a proposed contract with \_\_\_\_\_

\_\_\_\_\_  
*(Name of borrower or grantee)*

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

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

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

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

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

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

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

SECTION 00440  
COMPLIANCE STATEMENT  
**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR  
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

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

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

DATE \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Bidder or Prospective Contractor)*

\_\_\_\_\_  
*Address (including Zip Code)*



Environmental  
Protection Agency

OMB Control No: 2090-0030  
Approved: 05/01/2008  
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program  
DBE Subcontractor Participation Form**

NAME OF SUBCONTRACTOR'	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

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CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Title/Date

'Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental  
Protection Agency

OMB Control No: 2090-0030  
Approved: 05/01/2008  
Approval Expires: 01/31/2011

## **Disadvantaged Business Enterprise Program DBE Subcontractor Participation Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.



Section 00450  
Certification of Non-Segregated Facilities

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

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

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

DATE \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Bidder or Prospective Contractor)*

\_\_\_\_\_  
*Address (including Zip Code)*

Section 00460  
Certification for Contracts, Grants and Loans

RD Instruction 1940-Q  
Exhibit A-1

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any 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 or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients 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.

\_\_\_\_\_  
\_\_\_\_\_  
(name) (date)

\_\_\_\_\_  
(title)

oOo



Environmental  
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

**Disadvantaged Business Enterprise Program  
DBE Subcontractor Performance Form**

NAME OF SUBCONTRACTOR <sup>1</sup>		PROJECT NAME
ADDRESS		BID/PROPOSAL NO.
TELEPHONE NO.		E-MAIL ADDRESS
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
Currently certified as an MBE or WBE under EPA's DBE Program? ____ Yes ____ No		
_____ Signature of Prime Contractor		_____ Date
_____ Print Name		_____ Title
_____ Signature of Subcontractor		_____ Date
_____ Print Name		_____ Title

<sup>1</sup>Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental  
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

## **Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.



\_\_\_\_\_  
EPA Project Control Number  
\_\_\_\_\_

United States Environmental Protection Agency  
Washington, DC 20460

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and the 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 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 or cause or default.

I understand that a false statement on this certification may be ground 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.

SECTION 00480



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EPA Project Control Number

**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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (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 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 sub-contracts, 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

**SECTION 00510  
NOTICE OF AWARD**

Dated \_\_\_\_\_

Project:	Owner:	Owner's Contract No.:
Contract:	Engineer's Project No.:	
Bidder:		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Indicate total Work, alternates or sections or Work awarded.)

The Contract Price of your Contract is \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

*(Insert appropriate data if Unit Prices are used. Change language for Cost-Plus contracts.)*

\_\_\_\_\_ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

\_\_\_\_\_ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [\_\_\_\_\_] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01) [and Supplementary Conditions (Paragraph SC-5.01).]
3. Other conditions precedent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

\_\_\_\_\_  
Owner  
By: \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Title

Copy to Engineer

**SECTION 00520  
FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)  
FUNDING AGENCY EDITION**

THIS AGREEMENT is by and between \_\_\_\_\_ Mountain Water District \_\_\_\_\_ (“Owner”) and  
\_\_\_\_\_  
\_\_\_\_\_ (“Contractor”).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**Shelby Sanitary Sewer Project Phase III, Section II - Collins**

**ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**Shelby Sanitary Sewer Project Phase III, Section II - Collins**

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Summit Engineering, Inc. (Engineer), who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIME**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any



extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete.

#### ARTICLE 5 – CONTRACT PRICE

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

A. For all Work, at the prices stated in Contractor’s Bid, attached hereto as **Exhibit 00520-A**.

#### ARTICLE 6 -- PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on the **Last Wednesday** of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
  - a. 95 percent of Work completed (with the balance being retainage); and
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment*

A. Upon receipt of the final Application for Payment accompanied by Engineer’s recommendation of payment in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay Contractor as provided in Paragraph 14.07 of the General Conditions the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07, less any sum Owner is entitled to set off against Engineer’s recommendation, including but not limited to liquidated damages.

**ARTICLE 7 – INTEREST**

7.01 NOT USED

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

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

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

- A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
  2. Performance bond (pages 00610-1 to 00610-2, inclusive).
  3. Payment bond (pages 00615-1 to 00615-2, inclusive).
  4. General Conditions (pages 00700-1 to 00700-56, inclusive).
  5. Supplementary Conditions (pages 00800-1 to 00800-8, inclusive).
  6. Supplementary General Conditions for American Recovery and Reinvestment Act (Drinking Water and Wastewater, State Revolving Fund) (pages 00830-1 to 00830-36, inclusive).
  7. Specifications as listed in the table of contents of the Project Manual.
  8. Drawings consisting of \_\_ sheets with each sheet bearing the following general title: **Shelby Sanitary Sewer Project Phase III, Section II - Collins**
  9. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  10. Exhibits to this Agreement (enumerated as follows):
    - a. Bid Form (pages 00410-1 to 0410-8, inclusive).
    - b. Site and Contract Document Inspection Certification (Section 00415)
    - c. Bidder's Questionnaire (Section 00420)
    - d. Required Bid Security (Section 00430 or Certified Check)
    - e. Compliance Statement (Section 00440)
    - f. Certification of Non-Segregated Facilities (Section 00450)
    - g. Certification for Contracts, Grants and Loans (Section 00460)
    - h. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Section 00470)
    - i. Certification Regarding Lobbying (Section 00480)
  11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (pages 00550-1).
    - b. Work Change Directives.
    - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

**ARTICLE 10 – MISCELLANEOUS**

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four copies. One counterpart each has been delivered to Owner, Contractor, Engineer, and Agency. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

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

OWNER:

CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

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

**SECTION 00550  
NOTICE TO PROCEED**

Dated \_\_\_\_\_

Project:	Owner:	Owner's Contract No.:
Contract:	Engineer's Project No.:	
Contractor:		
Contractor's Address: [send Certified Mail, Return Receipt Requested]		

You are notified that the Contract Times under the above contract will commence to run on \_\_\_\_\_. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is \_\_\_\_\_, and the date of readiness for final payment is \_\_\_\_\_ [(or) the number of days to achieve Substantial Completion is 120, and the number of days to achieve readiness for final payment is \_\_\_\_\_].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must [add other requirements]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

	Owner
	Given by:
	Authorized Signature
	Title
	Date

Copy to Engineer

**SECTION 00610  
PERFORMANCE BOND**

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

---

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

**CONTRACT**

Date:

Amount:

Description (Name and Location):

**BOND**

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

**SURETY**

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

**SURETY**

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
  - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract;
    2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
  - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
- 12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
  - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone  
 Surety Agency or Broker  
 Owner's Representative (engineer or other party)



**SECTION 00615  
PAYMENT BOND**

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

---

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

**CONTRACT**

Date:

Amount:

Description (Name and Location):

**BOND**

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

**SURETY**

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

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

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: \_\_\_\_\_

Signature and Title

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

**SURETY**

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

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

Signature and Title

(Attach Power of Attorney)

Attest: \_\_\_\_\_

Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
  - 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**FOR INFORMATION ONLY – Name, Address and Telephone**  
**Surety Agency or Broker:**  
**Owner's Representative (engineer or other party):**

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

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT FUNDING AGENCY EDITION

*Prepared by*

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

**ACEC**

AMERICAN COUNCIL OF ENGINEERING COMPANIES



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*Professional Engineers in Private Practice*

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and the

Construction Specification Institute



Knowledge for Creating  
and Sustaining  
the Built Environment

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# GENERAL CONDITIONS

## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

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

14. *Contract Price* – The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
15. ~~*Contract Times* – The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment. Refer to SC 1.01.A.15~~
16. *Contractor* – The individual or entity with whom Owner has entered into the Agreement.
17. *Cost of the Work* – See Paragraph 11.01.A for definition.
18. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
19. *Effective Date of the Agreement* – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Engineer* – The individual or entity named as such in the Agreement.
21. *Field Order* – A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
22. *General Requirements* – Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
23. *Hazardous Environmental Condition* – The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
24. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
25. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens* – Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
27. *Milestone* – A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
28. *Notice of Award* – The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
29. *Notice to Proceed* – A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
30. *Owner* – The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
31. *PCBs* – Polychlorinated biphenyls.



32. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
33. *Progress Schedule* – A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
34. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

---

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

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

## 1.02 *Terminology*

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

D. *Defective*

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

E. *Furnish, Install, Perform, Provide*

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

**ARTICLE 2 – PRELIMINARY MATTERS**

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

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

2.06 *Preconstruction Conference*

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

2.07 *Initial Acceptance of Schedules*

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

**ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage

as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

### 3.02 *Reference Standards*

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

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

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

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

#### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Amending and Supplementing Contract Documents*

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

### 3.05 *Reuse of Documents*

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

### 3.06 *Electronic Data*

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

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

### 4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any,

of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

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4.02 *Subsurface and Physical Conditions*

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

4.03 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:
  - 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
  - 2. is of such a nature as to require a change in the Contract Documents; or
  - 3. differs materially from that shown or indicated in the Contract Documents; or
  - 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

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

C. *Possible Price and Times Adjustments*

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

4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all such information and data,
    - b. locating all Underground Facilities shown or indicated in the Contract Documents,



- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

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

4.05 *Reference Points*

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

4.06 ~~*Hazardous Environmental Condition at Site*~~

- ~~A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.~~
- ~~B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:~~
  - ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or~~
  - ~~2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or~~

3. ~~any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.~~
- C. ~~Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.~~
- D. ~~If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.~~
- E. ~~Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.~~
- F. ~~If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.~~
- G. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- H. ~~To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site. Refer to SC 4.06

## ARTICLE 5 – BONDS AND INSURANCE

### 5.01 *Performance, Payment, and Other Bonds*

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

### 5.02 *Licensed Sureties and Insurers*

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

### 5.03 *Certificates of Insurance*

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

### 5.04 *Contractor's Liability Insurance*

- A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
    - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
    - b. by any other person for any other reason;
  - ~~5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and~~
  6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
  2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
  3. include completed operations insurance;
  4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
  5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
  6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
  7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.
    - a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

#### 5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (Contractor shall be responsible for any deductible or self-insured retention.). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
  2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
  3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
  5. allow for partial utilization of the Work by Owner;
  6. include testing and startup; and
  7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
- B. Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.07 *Waiver of Rights*

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

5.08 *Receipt and Application of Insurance Proceeds*

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

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

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of

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

5.10 *Partial Utilization; Acknowledgment of Property Insurer*

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

**ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES**

6.01 *Supervision and Superintendence*

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

6.02 *Labor; Working Hours*

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

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

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6.04 *Progress Schedule*

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

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
  - 1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) it has a proven record of performance and availability of responsive service; and
    - b. Contractor certifies that, if approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times, and
      - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.



## 2. Substitute Items

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- ~~c. The procedure requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.~~
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - 1) shall certify that the proposed substitute item will:
    - a) will perform adequately the functions and achieve the results called for by the general design,
    - b) be similar in substance to that specified, and
    - c) be suited to the same use as that specified;
  - 2) will state:
    - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;
    - b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
    - c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
  - 3) will identify:
    - a) all variations of the proposed substitute item from that specified , and
    - b) available engineering, sales, maintenance, repair, and replacement services;
  - 4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- ~~E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.~~
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor
  - 2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

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

#### 6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain

that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 6.10 *Taxes*

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

#### 6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved

Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

#### 6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. ~~all persons on the Site or who may be affected by the Work;~~
  2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 *Safety Representative*

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

#### 6.15 *Hazard Communication Programs*

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

#### 6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract

Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:
  - a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;
  - c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and
  - d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures*

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

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6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:
  1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.



- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- ~~E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.~~

## ARTICLE 7 – OTHER WORK AT THE SITE

### 7.01 *Related Work at Site*

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

### 7.02 *Coordination*

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

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

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

**ARTICLE 8 – OWNER'S RESPONSIBILITIES**

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

**ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION**

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

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

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

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

~~9.05 *Rejecting Defective Work*~~

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

9.06 *Shop Drawings, Change Orders and Payments*

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

9.07 *Determinations for Unit Price Work*

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

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

**ARTICLE 10 – CHANGES IN THE WORK; CLAIMS**

10.01 *Authorized Changes in the Work*

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

10.02 *Unauthorized Changes in the Work*

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

### 10.03 *Execution of Change Orders*

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

### 10.04 *Notification to Surety*

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

### 10.05 *Claims*

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

- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

### 11.01 *Cost of the Work*

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

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

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

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

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



- C. **Contractor's Fee:** When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

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## 11.02 Allowances

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

## 11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

~~D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:~~

- ~~1. the Bid price of a particular item of Unit Price Work amounts to more than 5 percent of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and~~
- ~~2. there is no corresponding adjustment with respect to any other item of Work; and~~
- ~~3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease. Refer to SC 11.03~~

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

### 12.01 *Change of Contract Price*

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

- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### 12.02 *Change of Contract Times*

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

#### 12.03 *Delays*

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

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

### 13.01 *Notice of Defects*

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

### 13.02 *Access to Work*

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

### 13.03 *Tests and Inspections*

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

### 13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

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

13.07 *Correction Period*

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

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

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

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

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

## ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

### 14.01 *Schedule of Values*

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

### 14.02 *Progress Payments*

#### A. *Applications for Payments*

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

#### B. *Review of Applications*

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

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

*C. Payment Becomes Due*

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



D. *Reduction in Payment*

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

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

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

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

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14.05 *Partial Utilization*

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

14.06 *Final Inspection*

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

14.07 *Final Payment*

- A. *Application for Payment*

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

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

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

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

*C. Payment Becomes Due*

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

*14.08 Final Completion Delayed*

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

14.09 *Waiver of Claims*

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

**ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION**

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  3. Contractor's disregard of the authority of Engineer; or
  4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),
  2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and
  3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by

Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

#### 15.03 *Owner May Terminate For Convenience*

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

#### 15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

## ARTICLE 16 – DISPUTE RESOLUTION

### 16.01 *Methods and Procedures*

- ~~A. Owner and Contractor may mutually request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect of Paragraph 10.05.E.~~
- ~~B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.~~
- ~~C. If the claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:~~
- ~~1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or~~
  - ~~2. agrees with the other party to submit the Claim to another dispute resolution process, or~~
  - ~~3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.~~
- Refer to SC 16.01**

## ARTICLE 17 – MISCELLANEOUS

### 17.01 *Giving Notice*

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

### 17.02 *Computation of Times*

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

### 17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

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17.06 *Headings*

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

**ARTICLE 18 – FEDERAL REQUIREMENTS**

18.01 *Agency Not a Party*

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

18.02 *Contract Approval*

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

18.03 *Conflict of Interest*

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

18.04 *Gratuities*

- A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.
- B. In the event this Contract is terminated as provided in paragraph 18.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an

amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

18.05 *Audit and Access to Records*

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

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18.06 *Small, Minority and Women's Businesses*

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

18.07 *Anti-Kickback*

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

18.08 *Clean Air and Pollution Control Acts*

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

18.09 *State Energy Policy*

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

18.10 *Equal Opportunity Requirements*

- A. If this Contract exceeds \$10,000, Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- B. Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative active obligations required by the Standard Federal Equal Employment



Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

#### 18.11 *Restrictions on Lobbying*

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

#### 18.12 *Environmental Requirements*

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

**EXHIBIT GC-A**

Certificate of Owner's Attorney

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

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

\_\_\_\_\_

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

**SECTION 00800  
SUPPLEMENTARY CONDITIONS**

**GENERAL**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2001 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The articles and paragraphs of these Supplementary Conditions are arranged in the same order as the General Conditions in order to facilitate understanding of the amendments and supplements made.

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**Article 1 - Definitions and Terminology**

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

SC-1.01.A.15 Contract Times

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

*Contract Times* – The number of days or the dates stated in the Agreement to achieve Substantial Completion

**Article 2 – Preliminary Matters**

No change.

**Article 3 – Contract Documents: Intent, Amending, Reuse**

No change.

**Article 4 - Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points**

SC-4.02 Subsurface and Physical Conditions

Contractor is required to visit the Site to become familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work. This is to involve an alert, heads-up, eyes-open, reasonable examination of the area and the conditions under which the Work is to be performed (see GC 4.03.C.2.b).

SC-4.06 Hazardous Environmental Conditions at Site

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

- A. No reports on drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.

**Article 5 – Bonds and Insurance**

SC 5.03 Certificates of Insurance

Add the following new paragraphs immediately after Paragraph 5.03.B:

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

maintain such insurance.

- D. By requiring such insurance and insurance limits herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

#### SC-5.04 Contractor's Liability Insurance

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

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

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

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

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

a.	General Aggregate	\$2,000,000
b.	Products – Completed Operations Aggregate	\$1,000,000
c.	Personal and Advertising Injury	\$1,000,000
d.	Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
e.	Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.	
f.	Excess or Umbrella Liability	
	1) General Aggregate	\$1,000,000
	2) Each Occurrence	\$1,000,000

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

a.	Bodily Injury:	
	Each person	\$500,000
	Each Accident	\$1,000,000
b.	Property Damage:	
	Each Accident	\$1,000,000

- c. Combined Single Limit of \$1,000,000
4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
- a. Bodily Injury:
    - Each Accident \$1,000,000
    - Annual Aggregate \$2,000,000
  - b. Property Damage:
    - Each Accident \$1,000,000
    - Annual Aggregate \$2,000,000
6. Owner and Engineer to be included on policy as additional insures.

**Article 6 – Contractor’s Responsibilities**

SC- 6.06 Concerning Subcontractors, Suppliers, and Others

Add the following new paragraph immediately after Paragraph 6.06.G:

- H. Owner or Engineer may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

SC – 6.17 Shop Drawings and Samples

Add the following new paragraphs immediately after Paragraph 6.17.E:

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer’s time for reviewing subsequent submittals of Shop Drawings, samples or other items requiring approval and Contractor shall reimburse Owner for Engineer’s charges for such time.
- G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer’s charges for such time unless the need for such substitution is beyond the control of Contractor.

**Article 7 - Other Work at the Site**

No change.

**Article 8 – Owner’s Responsibilities**

No change.

## **Article 9 – Engineer’s Status During Construction**

No change.

## **Article 10 – Changes in the Work**

SC-10.03 Execution of Change Orders

Add the following new paragraph immediately after Paragraph 10.03.A:

- B. Change orders to the construction contract must be negotiated with DOW/KIA Procurement Guidance for Construction and Equipment Contracts.

## **Article 11 – Cost of the Work; Allowances; Unit Price Work**

SC-11.01.A.5.c, Delete Paragraph 11.01.A.5.c in its entirety and insert the following in its place:

- c. Construction Equipment and Machinery:
  - 1. Rentals of all construction equipment and machinery, and the parts thereof in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - 2. Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the most current RS Means book adjusted for locality. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

SC-11.03 Unit Price Work

SC-11.03.D Delete Paragraph 11.03.D in its entirety and insert the following in its place:

- D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:



1. if the Bid price of a particular item of Unit Price Work amounts to 5% percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25% percent from the estimated quantity of such item indicated in the Agreement; and
2. if there is no corresponding adjustment with respect to any other item of Work; and
3. if Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

**Article 12 - Change of Contract Price; Change of Contract Times**

No change.

**Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work**

No change.

**Article 14 – Payments to the Contractor and Completion**

No change.

**Article 15 – Suspension of Work and Termination**

No change.

**Article 16 – Dispute Resolution**

SC 16.01 Methods and Procedures

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

- A. Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after receipt of written notice of Engineer's action or decision unless, within that time period, Owner or Contractor gives to the other party written notice of intent to submit the Claim to a process of bilateral negotiations as set forth below.
- B. Within 30 days of the delivery of such notice, Owner and Contractor shall meet and confer regarding the Claim. A good-faith effort to negotiate resolution shall be made by both parties.
- C. If the negotiations contemplated by Paragraph SC-16.01.B are unsuccessful,

management representatives of Owner and Contractor at least one tier above the individuals who met under SC 16.01.B shall meet, confer, and negotiate within 30 days of the closure of the unsuccessful negotiations.

- D. If the Claim is not resolved by negotiation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the negotiations unless, within that time period, Owner or Contractor:
  - 1. gives to the other party written notice of intent to submit the Claim to a court of competent jurisdiction, or
  - 2. agrees with the other party to submit the Claim to another dispute resolution process.
  
- E. Notwithstanding any applicable statute of limitations, a party giving notice under Paragraph SC 16.01.D.1 shall commence an action on the Claim within one year of giving such notice. Failure to do so shall result in the Claim being time-barred and Engineer's action or denial shall become final and binding.

**Article 17 – Miscellaneous**

No change.

**Article 18 – Federal Requirements**

SC-18.13 Compliance

- A. Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act and the contract Work Hours Standards Act.

**END OF SECTION**

**SUPPLEMENTAL GENERAL CONDITIONS**

**FOR**

**AMERICAN RECOVERY & REINVESTMENT ACT**

**(Drinking Water and Wastewater, State Revolving Funds)**

**Project Name: Shelby Sanitary Sewer Project Phase III,  
Section II - Collins**

**Project Number: \_\_\_\_\_**

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

	<u>Attachment No.</u>
<b>SRF Special Provisions</b>	<b>1</b>
<b>KRS Chapter 45A-Kentucky Model Procurement Code-loans only</b>	<b>2</b>
<b>Equal Employment Opportunity (EEO) Documents:</b>	
<b>Notice of Requirement for Affirmative Action</b>	<b>3</b>
<b>Contract Specifications (Executive Order 11246)</b>	<b>4</b>
<b>EEO Goals for Region 4 Economic Areas</b>	<b>5</b>
<b>Special Notice #1 - Check List of EEO Documentation</b>	<b>6</b>
<b>Employer Information Report EEO-1 (SF 100)</b>	<b>7</b>
<b>Labor Standards Provisions for Federally Assisted Construction, EPA Form 5720-4</b>	<b>8</b>
<b>Certifications</b>	<b>9</b>
<b>Debarment, Suspension and Other Responsibility Matters</b>	<b>10</b>
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**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.
- (c) 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. To apply, the contractor must submit the "Notice of Intent" form at least 48 hours prior to start of construction. See Attachment 16 for the "Notice of Intent" form.
- (d) Restore disturbed areas to original or better condition.
- (e) 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.
- (f) 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.
- (g) The owner shall provide and maintain competent and adequate supervision and inspection.
- (h) The Kentucky Infrastructure Authority and Kentucky Division of Water shall have access to the site and the project work at all times.
- (i) 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.

**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 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 shall be given a sufficient time prior to the date set forth for the opening of bids. 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. 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 at the time and place designated in the invitation for bids. At the time the bids are opened, 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 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 bids shall be allowed only to the extent permitted by regulations issued by the secretary.

**Effective:** July 14, 2000

**History:** 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 (1<sup>st</sup> 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 (1<sup>st</sup> 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.

(2) Adequate public notice of the request for proposals 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.

(6) Award shall be made to the responsible offerer 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.

(7) Written or oral discussions shall be conducted with all responsible offerers 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 offerers. Discussions need not be conducted:

(a) With respect to prices, where the prices are fixed by law 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 offerers of the possibility that award may be made on the basis of the initial offers.

**Effective:** June 24, 2003

**History:** 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. 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 offerer, all other potential offerers 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:** June 24, 2003

**History:** 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.**

(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. 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, 2002

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

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

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

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

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

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

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

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

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

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

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

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

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

## EEO Specifications

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

## 1. As used in these specifications:

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

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

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

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7-a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female

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

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

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

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

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligation.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7-b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

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

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

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

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

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

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

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

n. Ensure that all facilities and company activities are non-segregated 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 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:**

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	
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.	

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

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

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



## Employer Information Report EEO-1

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

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

The EEO-1 Report must be filed by:

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

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

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

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

**Labor Standards Provisions for Federally Assisted Construction**

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

(a)(4)(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

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

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

(b) Contractor Work Hours and Safety Standards Act. The Administrator, EPA shall cause or require the contracting officer to insert the following clauses set forth in paragraph (b)(1),(2),(3), and (4) of this section in full in any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by \*Section 5.5(a) of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

(3) Withholding for unpaid wages and liquidated damages. The U.S. Environmental Protection Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such liabilities of such contractor or

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

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

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

**Debarred Firms**

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

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

**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.

## 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 DOW Project Administrator (§ 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.

<b>Form</b>	<b>Requirement</b>	<b>Provided By:</b>	<b>Completed By:</b>	<b>Submitted To:</b>
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 with the ATA Package
EPA Form 6100-4	Recipients required to have prime contractors complete the form	Recipients	Prime Contractors	DOW Project Administrator with the ATA Package
Pay Request DBE Form	Recipients required to have prime contractors complete the form	Recipients	Prime Contractors	DOW Project Administrator <b>with EACH PAYMENT</b>



**DISADVANTAGED 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: \_\_\_\_\_

5. Total dollar amount/percent of contract of MBE participation:

\_\_\_\_\_

6. Total dollar amount/percent of contract of WBE participation:

\_\_\_\_\_

7. Certifications\* for each subcontractor enclosed:  Yes  No

8. Subcontracts or letters of intent signed by both parties enclosed:  Yes  No

9. **List of MBE Subcontractors:**

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

10. **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.

## Information concerning the efforts for obtaining subcontractor(s)

11. Information to be submitted by the bidder concerning good faith efforts taken

- a. Advertisements, etc.: List each publication in which an announcement or notification was placed and attach the tear sheet of each announcement from each publication

Name of publication: \_\_\_\_\_

Address: \_\_\_\_\_

Dates of advertisement: \_\_\_\_\_

Specific subcontract areas announced: \_\_\_\_\_

- b. List each DBE construction firm or supplier to which a letter of solicitation was sent or with whom negotiations were held.

Company name and phone number: \_\_\_\_\_

Area of Work Expertise: \_\_\_\_\_

Date of any follow-up call and person spoke to: \_\_\_\_\_

- c. Copies of returned envelopes.
- d. Copies of faxes sent.
- e. Copies of certified mail return receipts.
- f. Copies of letters or e-mails from solicited firms declining offer.
- g. Copy of bidders list (see sheet below):

BIDDER'S LIST FORM

OWNER \_\_\_\_\_

LOAN NO: \_\_\_\_\_

PROJECT TITLE \_\_\_\_\_

BID DATE: \_\_\_\_\_

Instructions:

- 1. This list must include all firms that bid or quote on prime or subcontracts under EPA assisted projects (i.e. SRF Projects), included both MBE/WBE's and non MBE/WBE's
- 2. SRF loan participants must keep the Bidder's List until the project period for the identified loan has ended and no funds are remaining.
- 3. This list must be submitted to DOW in the ATA Package. Contract Award Approval cannot be given until this form has been received by SRF.
- 4. The following information must be obtained from all prime and sub-contractor's. Please complete the form below:

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

**REGION 4 DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
NEGOTIATED RATES**

**(Subject to change - refer to grant award for specific fair share objectives)**

**KENTUCKY**

**SRF Construction:**

**0.70% MBE and 7.60% WBE**

**Equipment:**

**1.20% MBE and 1.10% WBE**

**Services:**

**1.20% MBE and 16.30% WBE**

**Supplies:\***

**3.70% MBE and 4.60% WBE**

**BONDS AND INSURANCE**

The minimum requirements shall be as follows:

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

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

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

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

## OUTLAY MANAGEMENT

The contractor must provide a contract progress schedule of percentage of work in place and costs against time; and a schedule of projected payments (cumulative) for construction and for the architectural/engineering contract when the contract is awarded. The payment schedule must be submitted, in a format similar to the attached sample, to the owner for forwarding to the State when the contract is awarded, and whenever actual payments on a project vary beyond -5 percent and +10 percent from the schedule, as determined by the grantee.

Contractor will be required to review each of these contract schedules during the month of June and to submit revised schedules, as necessary, no later than July 1<sup>st</sup> of each year.

CONSTRUCTION AND OUTLAY SCHEDULE

Project No.: \_\_\_\_\_

Applicant: \_\_\_\_\_

Contract Identification: \_\_\_\_\_

Description of Contract: \_\_\_\_\_

\_\_\_\_\_  
*(INSTRUCTIONS FOR USE ON REVERSE SIDE)*

SCHEDULE I - CONSTRUCTION SCHEDULE

Date for Advertisement: \_\_\_\_\_

Date for Opening Bids: \_\_\_\_\_

Pre-Construction Conference Date: \_\_\_\_\_

Date of Contract Award: \_\_\_\_\_

Contract Period: \_\_\_\_\_ days    Projected Contract Completion Date: \_\_\_\_\_

Total Eligible Contract Amount: \_\_\_\_\_

Work Order Date: \_\_\_\_\_

Start Construction Date: \_\_\_\_\_

Contract Completed: \_\_\_\_\_

SCHEDULE II - CUMULATIVE OUTLAY SCHEDULE (55% EPA Share) - Projection  
only for quarters that remain in the fiscal year (FY) plus cumulative  
annual amount for the next FY.

Cum EPA Amount thru 1 <sup>st</sup> Qtr. Oct./Dec.:	\$ _____
Cum EPA Amount thru 2 <sup>nd</sup> Qtr. Jan./Mar.:	\$ _____
Cum EPA Amount thru 3 <sup>rd</sup> Qtr. Apr./June:	\$ _____
Cum EPA Amount thru 4 <sup>th</sup> Qtr. July/Sept.:	\$ _____
Cum EPA Amount for Next Fiscal Year:	\$ _____

## INSTRUCTIONS (Construction and Outlay Schedules)

To insure timely achievement of the loan objectives the owner must provide EEC/DEP/DOW with a loan activities schedule, contract construction schedules and corresponding payment outlay schedules for the loan and each contract under the loan. One copy of information similar to that showing the Construction and Outlay Schedule Form will be submitted for the loan schedule with the loan acceptance. A separate form will accompany each contract at time of contract award.

- A. The loan activities schedule shall depict the period from loan award through loan closeout and cover all major milestone date. The loan activities schedule shall include Schedule I information items as well as other appropriate items necessary to monitor the loan. Schedule II shall be filled out to estimate the cumulative (all construction and architectural/engineering contracts) payment schedule to be requested by the borrower from KIA during the loan period, and whenever actual outlays vary beyond -5% and +10% from the schedule.
- B. Individual contractor's construction schedules for each contract will be submitted to support the loan activities schedule. The Schedule I shall be submitted prior to date of advertisement of each contract and Schedule II along with the contractor's construction schedule shall be submitted seven (7) calendar days prior to the dates of the pre-construction conference. The contractor's construction schedule shall depict the contractor's plan for completing all contract requirements and show work placement in dollars versus contract time. Schedule II shall depict the contract payment outlay by month or quarter. The contract schedule will be coordinated with all parties at the pre-construction conference.

The loan activities schedule, contractor construction schedules, will be the basis for monitoring progress towards completion of the project. The schedules shall be maintained at the available for inspection and updated at least monthly. The schedules shall be revised to incorporate approved change orders as they occur.

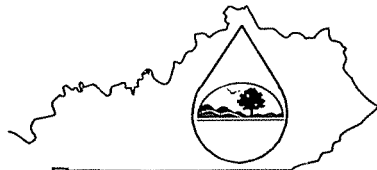
All of the schedules will be submitted to the State Division of Water.



**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 contractor must complete and submit the attached form at least 48 hours prior to start of construction to the address below:

Section Supervisor  
Permits Support Section  
Surface Water Permits Branch  
Kentucky Division of Water  
200 Fair Oaks  
Frankfort, Kentucky 40601



Kentucky Pollutant Discharge Elimination System (KPDES)  
 Notice of Intent (NOI)  
 for Storm Water Discharges  
 Associated with Industrial Activity Under the  
 KPDES General Permit

Submission of this Notice of Intent constitutes notice that the party identified in Section I of this form intends to be authorized by a KPDES permit issued for storm water discharges associated with industrial activity. Becoming a permittee obligates such discharger to comply with the terms and conditions of the permit.

ALL NECESSARY INFORMATION MUST BE PROVIDED ON THIS FORM (See Instructions on back)

I. Facility Operator Information

Name:		Phone:	
Address:		Status of Owner/Operator:	
City, State, Zip Code:			

II. Facility/Site Location Information

Name:			
Address:			
City, State, Zip Code:			
County:			
Site Latitude: (degrees/minutes/seconds)		Site Longitude: (degrees/minutes/seconds)	

III. Site Activity Information

MS4 Operator Name:			
Receiving Water Body:			
Are there existing quantitative data?	Yes <input type="checkbox"/>	If Yes, submit with this form.	
	No <input type="checkbox"/>		
SIC or Designated Activity Code Primary		2 <sup>nd</sup>	3 <sup>rd</sup> 4 <sup>th</sup>
If this facility is a member of a Group Application, enter Group Application Number:			
If you have other existing KPDES Permits, enter Permit Numbers:			

IV. Additional Information Required FOR CONSTRUCTION ACTIVITIES ONLY

Project Start Date:		Completion Date:	
Estimated Area to be disturbed (in acres):			
Is the Storm Water Pollution Prevention Plan in Compliance with State and/or Local Sediment and Erosion Plans?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Certification: I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.			
Printed or Typed Name:			
Signature:		Date:	

## To Be Covered Under The KPDES General Permit

### WHO MUST FILE A NOTICE OF INTENT (NOI) FORM

Federal law at 40 CFR Part 122 prohibits point source discharges of stormwater associated with industrial activity to a water body of the Commonwealth of Kentucky without a Kentucky Pollutant Discharge Elimination System (KPDES) permit. The operator of an industrial activity that has such a storm water discharge must submit a NOI to obtain coverage under the KPDES Storm Water General Permit. If you have questions about whether you need a permit under the KPDES Storm Water program, or if you need information as to whether a particular program is administered by the state agency, call the Storm Water Contact, Industrial Section, Kentucky Division of Water at (502) 564-3410.

NOIs must be sent to the following address:

Section Supervisor  
Permits Support Section  
Surface Water Permits Branch, Division of Water  
200 Fair Oaks  
Frankfort, KY 40601

### COMPLETING THE FORM

Type or print legibly in the appropriate areas only. If you have any questions regarding the completion of this form call the Storm Water Contact, Industrial Section, at (502) 564-3410.

### SECTION I - FACILITY OPERATOR INFORMATION

Give the legal name of the person, firm, public organization, or any other entity that operates the facility or site described in this application. The name of the operator may or may not be the same as the name of the facility. The responsible party is the legal entity that controls the facility's operation, rather than the plant or site manager. Do not use a colloquial name. Enter the complete address and telephone number of the operator.

Enter the appropriate letter to indicate the legal status of the operator of the facility.

F = Federal                      M = Public (other than federal or state)  
S = State                        P = Private

### SECTION II - FACILITY/SITE LOCATION INFORMATION

Enter the facility's or site's official or legal name and complete street address, including city, state, and ZIP code.

### SECTION III - SITE ACTIVITY INFORMATION

If the storm water discharges to a municipal separate storm sewer system (MS4), enter the name of the operator of the MS4 (e.g., municipality name, county name) and the receiving water of the discharge from the MS4. (A MS4 is defined as a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) that is owned or operated by a state, city, town, borough, county, parish, district, association, or other public body which is designed or used for collecting or conveying storm water.)

If the facility discharges storm water directly to receiving water(s), enter the name of the receiving water.

Indicate whether or not the owner or operator of the facility has existing quantitative data that represent the characteristics and concentration of pollutants in storm water discharges.

If data is available submit with this form.

List, in descending order of significance, up to four 4-digit standard industrial classification (SIC) codes that best describe the principal products or services provided at the facility or site identified in Section II of this application.

If the facility listed in Section II has participated in Part 1 of an approved storm water group application and a group number has been assigned, enter the group application number in the space provided.

If there are other KPDES permits presently issued for the facility or site listed in Section II, list the permit numbers.

#### SECTION IV - ADDITIONAL INFORMATION REQUIRED FOR CONSTRUCTION ACTIVITIES ONLY

Construction activities must complete Section IV in addition of Sections I through III. Only construction activities need to complete Section IV.

Enter the project start date and the estimated completion date for the entire development plan.

Provide an estimate of the total number of acres of the site on which soil will be disturbed (round to the nearest acre).

Indicate whether the storm water pollution prevention plan for the site is in compliance with approved state and/or local sediment and erosion plans, permits, or storm water management plans.

#### SECTION V - CERTIFICATION

Federal statutes provide for severe penalties for submitting false information on this application form. Federal regulations require this application to be signed as follows:

*For a corporation:* by a responsible corporate officer, which means: (i) president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions, or (ii) the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

*For a partnership or sole proprietorship:* by a general partner or the proprietor; or

*For a municipality, state, Federal, or other public facility:* by either a principal executive officer or ranking elected official.

**WAGE RATES**

Federal Davis-Bacon rates **are** applicable to these funds. This determination applies to the entire project. Please contact the other funding sources, if applicable, for their requirements pertaining to federal wage rates. You must contact the Kentucky Labor Cabinet for determination of applicable state wages.

**BUY AMERICAN**

P.L. 111-5, the “American Recovery and Reinvestment Act of 2009” (ARRA) requires Clean Water State Revolving Fund and Drinking Water State Revolving Fund assistance recipients of these ARRA funds to use domestic iron, steel and manufactured goods that are produced in the United States.

Section 1605 of the ARRA requires assistance recipients to use American iron, Steel and manufactured goods throughout their ARRA funded projects. Section 1605 also, however, sets forth certain circumstances under which a federal agency may determine to waive Buy American requirements.

The approach described in the attached US EPA memorandum ARRA 09-1 dated April 28, 2009 describes how EPA will implement these provisions.

The memorandum includes sample Buy American contract language that must be completed and be part of your contract. It also includes a sample certification that you may require from your contractor or bidder to certify compliance with this requirement of the ARRA.

## **Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act of 2009**

### **Preamble**

Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon (DB) and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard DB contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard DB contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of DB requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

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 Section 1606 of the American Recovery and Reinvestment Act for Subrecipients That Are Governmental Entities**

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 Recovery Act 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. If a State recipient needs guidance, the recipient may contact Dorothy Rayfield at [rayfield.dorothy@epa.gov](mailto:rayfield.dorothy@epa.gov) for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/esa/whd/recovery/>.

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

Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair activity of infrastructure, including all construction, alteration and repair activity involving waste water or drinking water treatment plants is subject to DB. 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](http://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](http://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](http://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 public building or public work, or building or work 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, 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.wdol.gov](http://www.wdol.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 EPA award official shall approve 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), a report of the action taken 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. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action 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 questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt 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/esa/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 subcontractors 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 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. At a minimum, the **subrecipient** must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for 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, the **subrecipient** must 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/esa/contacts/whd/america2.htm>.

## **II. Requirements under Section 1606 of the American Recovery and Reinvestment Act for Subrecipients That Are Not Governmental Entities**

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 Recovery Act 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. If a State recipient needs guidance, the recipient may contact (insert name or organizational unit Regional EPA DB contact) for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/esa/whd/recovery/>.

**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.

Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair activity of infrastructure, including all construction, alteration and repair activity involving waste water or drinking water treatment plants is subject to DB. 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](http://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](http://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](http://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](http://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 public building or public work, or building or work 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, 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.wdol.gov](http://www.wdol.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 EPA award official shall approve 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), a report of the action taken 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. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action 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 questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt 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/esa/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 CFF 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 (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 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 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. At a minimum, the **subrecipient** must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for 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, the **subrecipient** must 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/esa/contacts/whd/america2.htm>.



KENTUCKY LABOR CABINET  
PREVAILING WAGE DETERMINATION  
CURRENT REVISION  
LOCALITY NO. 032

Determination No. CR-3-032

**Project No. 098-H-00193-08-3**  
**Type: HEAVY/HIGHWAY**

~~Date of Determination: July 3, 2008~~

This schedule of the prevailing rate of wages for Locality No. 037, which includes Johnson, Martin and Pike Counties, has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-3-032.

Apprentices shall be permitted to work in accordance with Administrative Regulations adopted by the Commissioner of the Department of Workplace Standards. Copies of these regulations will be furnished upon request to any interested person.

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

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

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

**BUILDING CONSTRUCTION**

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

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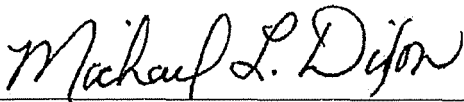
### HIGHWAY CONSTRUCTION

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

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### HEAVY CONSTRUCTION

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



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Michael L. Dixon, Commissioner  
Department of Workplace Standards

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July 3, 2008

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

**JOHNSON, MARTIN AND PIKE COUNTIES:**

ASBESTOS/INSULATION WORKERS:	BASE RATE	\$26.10
	FRINGE BENEFITS	11.86

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**JOHNSON COUNTY:**

BOILERMAKERS:	BASE RATE	\$24.65
	FRINGE BENEFITS	12.59

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**MARTIN COUNTY:**

BOILERMAKERS:	BASE RATE	\$23.95
	FRINGE BENEFITS	12.04

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**PIKE COUNTY:**

BOILERMAKERS:	BASE RATE	\$21.75
	FRINGE BENEFITS	10.76

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**JOHNSON, MARTIN AND PIKE COUNTIES:**

**BRICKLAYERS:**

Bricklayer:	BASE RATE	\$24.26
	FRINGE BENEFITS	10.44

Sawman, Power Tools, Swing/Scaffold:	BASE RATE	\$25.74
	FRINGE BENEFITS	10.44

Carbon or Acid Brick:	BASE RATE	\$25.05
	FRINGE BENEFITS	10.44

Hot Pay, Gunnite:	BASE RATE	\$25.77
	FRINGE BENEFITS	10.44

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CLASSIFICATIONS

RATE AND FRINGE BENEFITS

**JOHNSON, MARTIN AND PIKE COUNTIES:**

CARPENTERS:

Carpenters: BUILDING BASE RATE \$26.27  
FRINGE BENEFITS 12.16

Piledrivermen: BUILDING BASE RATE \$26.67  
FRINGE BENEFITS 12.16

Carpenters: HEAVY & HIGHWAY BASE RATE \$19.60  
FRINGE BENEFITS 8.05

Piledrivermen: HEAVY & HIGHWAY BASE RATE \$19.25  
FRINGE BENEFITS 8.05

**JOHNSON, MARTIN AND PIKE COUNTIES:**

CEMENT MASONS: BASE RATE \$25.69  
FRINGE BENEFITS 8.62

**JOHNSON, MARTIN AND PIKE COUNTIES:**

ELECTRICIANS: BASE RATE \$29.32  
FRINGE BENEFITS 17.93

**JOHNSON, MARTIN AND PIKE COUNTIES:**

ELEVATOR CONSTRUCTORS: BASE RATE \$25.775  
FRINGE BENEFITS 4.53

**JOHNSON, MARTIN AND PIKE COUNTIES:**

GLAZIERS: BASE RATE \$24.11  
FRINGE BENEFITS 4.22

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CLASSIFICATIONS

RATE AND FRINGE BENEFITS

**JOHNSON, MARTIN AND PIKE COUNTIES:**

IRONWORKERS	BUILDING	BASE RATE	\$27.12
		FRINGE BENEFITS	17.19

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Structural:	HEAVY & HIGHWAY	BASE RATE	\$19.70
		FRINGE BENEFITS	8.05

Reinforcing:	HEAVY & HIGHWAY	BASE RATE	\$19.50
		FRINGE BENEFITS	8.05

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**JOHNSON, MARTIN AND PIKE COUNTIES:**

LABORERS:	BUILDING	BASE RATE	\$16.47
		FRINGE BENEFITS	4.15

General laborer, flagman, steam jenny, hand blade operator:

	HEAVY & HIGHWAY	BASE RATE	\$17.65
		FRINGE BENEFITS	8.05

Batch truck dumper, deck hand or scow man:

	HEAVY & HIGHWAY	BASE RATE	\$17.90
		FRINGE BENEFITS	8.05

Power driven tool operator of the following: wagon drill, chain saw, sand blaster, concrete chipper, pavement breaker, vibrator, power wheelbarrow, power buggy, sewer pipe layer, bottom men, dry cement handler, concrete rubber, mason tender:

	HEAVY & HIGHWAY	BASE RATE	\$18.00
		FRINGE BENEFITS	8.05

Asphalt lute and rakerman, side rail setter:

	HEAVY & HIGHWAY	BASE RATE	\$18.05
		FRINGE BENEFITS	8.05

Gunnite nozzle man, gunnite operator:

	HEAVY & HIGHWAY	BASE RATE	\$18.15
		FRINGE BENEFITS	8.05

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CLASSIFICATIONS

RATE AND FRINGE BENEFITS

**JOHNSON, MARTIN AND PIKE COUNTIES:**  
LABORERS: (Continued)

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Tunnel laborer (free air):	HEAVY & HIGHWAY	BASE RATE	\$18.20
		FRINGE BENEFITS	8.05

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Tunnel mucker (free air):	HEAVY & HIGHWAY	BASE RATE	\$18.25
		FRINGE BENEFITS	8.05

Tunnel miner, blaster and driller (free air):	HEAVY & HIGHWAY	BASE RATE	\$18.60
		FRINGE BENEFITS	8.05

Caisson worker:	HEAVY & HIGHWAY	BASE RATE	\$19.15
		FRINGE BENEFITS	8.05

Powderman:	HEAVY & HIGHWAY	BASE RATE	\$19.25
		FRINGE BENEFITS	8.05

Drill operator of percussion type drills which are both powered and propelled by an independent air supply:	HEAVY & HIGHWAY	BASE RATE	\$20.45
		FRINGE BENEFITS	8.05

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**JOHNSON COUNTY:**

MARBLE, TILE & TERRAZZO WORKERS:	BASE RATE	\$19.88
	FRINGE BENEFITS	6.30

MARBLE, TILE & TERRAZZO FINISHERS:	BASE RATE	\$13.68
	FRINGE BENEFITS	2.41

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**MARTIN COUNTY:**

MARBLE, TILE & TERRAZZO WORKERS:	BASE RATE	\$19.88
	FRINGE BENEFITS	6.30

MARBLE, TILE & TERRAZZO FINISHERS:	BASE RATE	\$16.38
	FRINGE BENEFITS	4.92

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CLASSIFICATIONS

RATE AND FRINGE BENEFITS

**PIKE COUNTY:**

MARBLE, TILE & TERRAZZO WORKERS:	BASE RATE	\$13.59
	FRINGE BENEFITS	2.25

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MARBLE, TILE & TERRAZZO FINISHERS:	BASE RATE	\$11.25
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**MARTIN, JOHNSON AND PIKE COUNTIES:**

MILLWRIGHTS:	BASE RATE	\$30.25
	FRINGE BENEFITS	12.74

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**MARTIN, JOHNSON AND PIKE COUNTIES:**

OPERATING ENGINEERS: BUILDING:

Auto patrol, batcher plant, bituminous paver, cable-way, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge engineer, elevator (regardless of ownership when used for hoisting any building material), elevating grader and all types of loaders, hoe-type machine, hoisting engine, locomotive, LeTourneau or carry-all scoop, bulldozer, mechanic, orangepeel bucket, piledriver, power blade, roller (bituminous), roller (earth), roller (rock), scarifier, shovel, tractor shovel, truck crane, well points, winch truck, push dozer, grout pump, high lift, fork lift (regardless of lift height), all types of boom cats, multiple operator, core drill, tow or push boat, A-Frame winch truck, concrete paver, gradeall, hoist, hyster, material pump, pumpcrete, ross carrier, sheep foot, sideboom, throttle-valve man, rotary drill, power generator, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, tugger, backfiller gurrries, self-propelled compactor, self-contained hydraulic percussion drill:

BUILDING	BASE RATE	\$20.25
	FRINGE BENEFITS	7.80

All air compressors (200 cu. ft. per min. or greater capacity), bituminous mixer, concrete mixer (under 21 cu. ft.), welding machine, form grader, tractor (50 H.P. and over), bull float, finish machine, outboard motor boat, brakeman, mechanic helper, whirly oiler, tractair and road widening trencher, articulating trucks:

BUILDING	BASE RATE	\$18.50
	FRINGE BENEFITS	7.80

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CLASSIFICATIONS

RATE AND FRINGE BENEFITS

**MARTIN, JOHNSON AND PIKE COUNTIES:**

OPERATING ENGINEERS: BUILDING: (Continued)

Greaser on-grease facilities servicing heavy equipment:

BUILDING	BASE RATE	\$18.35
	FRINGE BENEFITS	7.80

Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, pump, tamping machine, tractors (under 50 H.P.), vibrator, oiler, air compressors (under 200 cu. ft. per min. capacity), concrete saw, burlap and curing machine, hydro seeder, power form handling equipment, deckhand oiler, hydraulic post driver:

BUILDING	BASE RATE	\$17.76
	FRINGE BENEFITS	7.80

**MARTIN, JOHNSON AND PIKE COUNTIES:**

OPERATING ENGINEERS: HEAVY & HIGHWAY

Auto patrol, batcher plant, bituminous paver, cable-way, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge engine, elevator (regardless of ownership when used for hoisting any building material), elevating grader and all types of loaders, hoe-type machine, hoisting engine, locomotive, LeTourneau or carry-all scoop, bulldozer, mechanic, orangepeel bucket, piledriver, power blade, roller (bituminous), roller (earth), roller (rock), scarifier, shovel, tractor shovel, truck crane, well points, winch truck, push dozer, grout pump, high lift, fork lift (regardless of lift height), all types of boom cats, multiple operator, core drill, tow or push boat, A-Frame winch truck, concrete paver, gradeall, hoist, hyster, material pump, pumpcrete, ross carrier, sheep foot, sideboom, throttle-valve man, rotary drill, power generator, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, tugger, backfiller gurries, self-propelled compactor, self-contained hydraulic percussion drill:

HEAVY	BASE RATE	\$22.30
	FRINGE BENEFITS	8.05

HIGHWAY	BASE RATE	\$21.00
	FRINGE BENEFITS	8.05



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CLASSIFICATIONS

RATE AND FRINGE BENEFITS

**MARTIN, JOHNSON AND PIKE COUNTIES:**

OPERATING ENGINEERS: HEAVY & HIGHWAY: (Continued)

All air compressors (200 cu. ft. per min. or greater capacity), bituminous mixer, concrete mixer (under 21 cu. ft.), welding machine, form grader, tractor (50 H.P. and over), bull float, finish machine, outboard motor boat, brakeman, mechanic helper, whirly oiler, tractair and road widening trencher, articulating trucks:

HEAVY	BASE RATE	\$19.40
	FRINGE BENEFITS	8.05

HIGHWAY	BASE RATE	\$18.75
	FRINGE BENEFITS	8.05

Greaser on grease facilities servicing heavy equipment:

HEAVY	BASE RATE	\$19.60
	FRINGE BENEFITS	8.05

HIGHWAY	BASE RATE	\$19.10
	FRINGE BENEFITS	8.05

Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, pump, tamping machine, tractors (under 50 H.P.), vibrator, oiler, air compressors (under 200 cu. ft. per min. capacity), concrete saw, burlap and curing machine, hydro seeder, power form handling equipment, deckhand oiler, hydraulic post driver:

HEAVY	BASE RATE	\$18.99
	FRINGE BENEFITS	8.05

HIGHWAY	BASE RATE	\$18.51
	FRINGE BENEFITS	8.05

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**MARTIN, JOHNSON AND PIKE COUNTIES:**

PAINTERS:	BASE RATE	\$21.93
	FRINGE BENEFITS	9.57

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**MARTIN, JOHNSON AND PIKE COUNTIES:**

PLUMBERS & PIPEFITTERS:	BASE RATE	\$25.70
	FRINGE BENEFITS	17.91

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CLASSIFICATIONS

RATE AND FRINGE BENEFITS

**JOHNSON COUNTY:**

ROOFERS: (Excluding Metal Roof)	BASE RATE	\$8.85
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**MARTIN, COUNTY:**

ROOFERS: (Excluding Metal Roof)	*BASE RATE	\$22.95
	FRINGE BENEFITS	5.90

\* Add \$1.33 per hour when working with coal tar products when heated.

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**PIKE COUNTY:**

ROOFERS: (Excluding Metal Roof)BASE RATE	\$9.30	
	FRINGE BENEFITS	1.28

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**MARTIN, JOHNSON AND PIKE COUNTIES:**

SHEETMETAL WORKERS: (Including Metal Roof)	BASE RATE	\$23.79
	FRINGE BENEFITS	11.63

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**MARTIN, JOHNSON AND PIKE COUNTIES:**

SPRINKLER FITTERS:	BASE RATE	\$28.65
	FRINGE BENEFITS	13.80

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**MARTIN, JOHNSON AND PIKE COUNTIES:**

**TEAMSTERS/TRUCKDRIVERS:**

Truck helper and warehouseman:

BUILDING	BASE RATE	\$17.15
	FRINGE BENEFITS	7.80

Driver, winch truck and A-Frame when used in transporting materials:

BUILDING	BASE RATE	\$17.25
	FRINGE BENEFITS	7.80

Driver, (semi-trailer or pole trailer), driver (dump truck, tandem axle), driver of distributor:

BUILDING	BASE RATE	\$17.35
	FRINGE BENEFITS	7.80

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CLASSIFICATIONS RATE AND FRINGE BENEFITS

**MARTIN, JOHNSON AND PIKE COUNTIES:**  
TEAMSTERS/TRUCKDRIVERS: (Continued)

Driver on mixer trucks (all types):

BUILDING	BASE RATE	\$17.40
	FRINGE BENEFITS	7.80

Truck mechanic:

BUILDING	BASE RATE	\$17.45
	FRINGE BENEFITS	7.80

Driver (3 tons and under), tire changer and truck mechanic helper:

BUILDING	BASE RATE	\$17.48
	FRINGE BENEFITS	7.80

Driver on pavement breakers:

BUILDING	BASE RATE	\$17.50
	FRINGE BENEFITS	7.80

Driver (over 3 tons), driver (truck mounted rotary drill):

BUILDING	BASE RATE	\$17.69
	FRINGE BENEFITS	7.80

Driver, Euclid and other heavy earth moving equipment and Low Boy:

BUILDING	BASE RATE	\$18.26
	FRINGE BENEFITS	7.80

Greaser on greasing facilities:

BUILDING	BASE RATE	\$18.35
	FRINGE BENEFITS	7.80

Truck helper and warehouseman:

HEAVY & HIGHWAY	BASE RATE	\$17.90
	FRINGE BENEFITS	8.05

Driver, winch truck and A-Frame when used in transporting materials:

HEAVY & HIGHWAY	BASE RATE	\$18.00
	FRINGE BENEFITS	8.05

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

**MARTIN, JOHNSON AND PIKE COUNTIES:**  
TEAMSTERS/TRUCK DRIVERS: (Continued)

Driver, (semi-trailer or pole trailer), driver (dump truck, tandem axle), driver of distributor:

HEAVY & HIGHWAY	BASE RATE	\$18.10
	FRINGE BENEFITS	8.05

Driver on mixer trucks (all types):

HEAVY & HIGHWAY	BASE RATE	\$18.15
	FRINGE BENEFITS	8.05

Truck mechanic:

HEAVY & HIGHWAY	BASE RATE	\$18.20
	FRINGE BENEFITS	8.05

Driver (3 tons and under), tire changer and truck mechanic helper:

HEAVY & HIGHWAY	BASE RATE	\$18.23
	FRINGE BENEFITS	8.05

Driver on pavement breakers:

HEAVY & HIGHWAY	BASE RATE	\$18.25
	FRINGE BENEFITS	8.05

Driver (over 3 tons), driver (truck mounted rotary drill):

HEAVY & HIGHWAY	BASE RATE	\$18.44
	FRINGE BENEFITS	8.05

Driver, Euclid and other heavy earth moving equipment and Low Boy:

HEAVY & HIGHWAY	BASE RATE	\$19.01
	FRINGE BENEFITS	8.05

Greaser on greasing facilities:

HEAVY & HIGHWAY	BASE RATE	\$19.10
	FRINGE BENEFITS	8.05

**SECTION 00911  
Federal Wage Decision**

GENERAL DECISION: KY20080026 02/08/2008 KY26

Date: February 8, 2008

General Decision Number: KY20080026 02/08/2008

Superseded General Decision Number: KY20070026

State: Kentucky

Construction Types: Heavy and Highway

Counties: Adair, Barren, Bell, Breathitt, Casey, Clay, Clinton, Cumberland, Estill, Floyd, Garrard, Green, Harlan, Hart, Jackson, Johnson, Knott, Knox, Laurel, Lawrence, Lee, Leslie, Letcher, Lincoln, Magoffin, Martin, McCreary, Menifee, Metcalfe, Monroe, Morgan, Owsley, Perry, Pike, Powell, Pulaski, Rockcastle, Russell, Taylor, Wayne, Whitley and Wolfe Counties in Kentucky.

Heavy and Highway Construction Projects

Modification Number	Publication Date
0	02/08/2008

\* SUKY2002-001 05/16/2006

	Rates	Fringes
Boilermaker.....	\$ 24.65	12.94
Bricklayer.....	\$ 20.35	7.80
Carpenter.....	\$ 18.85	7.80
Cement Mason.....	\$ 18.70	7.80
Electrician.....	\$ 22.60	6.97
When workmen are required to work from bosum chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and TV towers, structural steel (open, unprotected, unfloored raw steel), and bridges or similar hazardous locations where workmen are subject to a direct fall, except where using JLG's and bucket trucks up to 75 feet: Add 25% to workmen's base rate for 50 to 75 feet, and add 50% to workmen's base rate for over 75 feet		
Ironworkers:		
Reinforcing.....	\$ 18.75	7.80
Structural.....	\$ 18.95	7.80
Laborers:		
GROUP 1.....	\$ 16.90	7.80
GROUP 2.....	\$ 17.15	7.80

GROUP 3.....	\$ 17.25	7.80
GROUP 4.....	\$ 17.30	7.80
GROUP 5.....	\$ 17.40	7.80
GROUP 6.....	\$ 17.45	7.80
GROUP 7.....	\$ 17.50	7.80
GROUP 8.....	\$ 17.65	7.80
GROUP 9.....	\$ 17.85	7.80
GROUP 10.....	\$ 18.40	7.80
GROUP 11.....	\$ 18.50	7.80
GROUP 12.....	\$ 19.70	7.80
Painters:		
All Excluding Bridges.....	\$ 19.92	9.57
Bridges.....	\$ 23.92	10.07
Piledriver.....	\$ 18.50	7.80
Plumber.....	\$ 22.52	7.80
Power Equipment Operator		
GROUP 1.....	\$ 20.25	7.80
GROUP 2.....	\$ 18.50	7.80
GROUP 3.....	\$ 18.35	7.80
GROUP 4.....	\$ 17.76	7.80
Sheet Metal Worker.....	\$ 20.40	7.80
Stonemason.....	\$ 18.95	7.80
Truck drivers:		
GROUP 1.....	\$ 17.25	7.80
GROUP 2.....	\$ 17.35	7.80
GROUP 3.....	\$ 17.40	7.80
GROUP 4.....	\$ 17.45	7.80
GROUP 5.....	\$ 17.48	7.80
GROUP 6.....	\$ 17.50	7.80
GROUP 7.....	\$ 17.69	7.80
GROUP 8.....	\$ 18.26	7.80
GROUP 9.....	\$ 18.35	7.80

LABORER CLASSIFICATIONS

GROUP 1 - General; Flagperson; & Steam Jenny

GROUP 2 - Batch Truck Dumper; & Deck Hand or Scow Man

GROUP 3 - Power Driven Tool Operator of the following: Wagon Drill, Chain Saw, Sand Blaster, Concrete Chipper, Pavement Breaker, Vibrator, Power Wheelbarrow & Power Buggy; Sewer Pipe Layer; Bottom Man; Dry Cement Handler; Concrete Rubber; & Mason Tender

GROUP 4 - Asphalt Lute & Rakerman; Side Rail Setter

GROUP 5 - Gunnite Nozzle Man

GROUP 6 - Tunnel Laborer (Free Air)

GROUP 7 - Tunnel Mucker (Free Air); Gunite operator

GROUP 8 - Hand Blade Operator

GROUP 9 - Tunnel Miner, Blaster & Driller (Free Air)

GROUP 10 - Caisson Worker

GROUP 11 - Powderman

GROUP 12 - Drill Operator of Percussion Type Drills which are both powered & propelled by an independent air supply

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Auto Patrol; Batch Plant; Bituminous Paver; Cableway; Clamshell; Concrete Mixer (21 cu. ft. or over); Concrete Pump; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Engineer; Elevator (When used to hoist building materials); Elevating Grader; Loader All Types; Hoe-Type Machine; Hoisting Engine; Locomotive; LeTourneau or Carry-all Scoop; Bulldozer; Mechanic; Orange peel Bucket; Piledriver; Power Blade; Roller (Bituminous); Roller (Earth); Roller (Rock); Scarifier; Shovel; Tractor Shovel; Truck Crane; Well Points; Winch Truck; Push Dozer; Grout Pump; High Lift; Fork Lift (Regardless of Lift Height); Boom Cat All Types; Multiple Operator; Core Drill; Tow or Push Boat; A-Frame Winch Truck; Concrete Paver; Gradeall; Hoist; Hyster; Material Pump; Pumpcrete; Ross Carrier; Sheep Foot; Sideboom; Throttle-Valve Man; Rotary Drill; Power Generator; Mucking Machine; Rock Spreader attached to equipment; Scoopmobile; KeCal Loader; Tower Crane (French, German & other types); Hydrocrane; Tugger; Backfiller Gurry; Self Propelled Compactor, Self Contained Hydraulic Percussion Drill

GROUP 2 - Air Compressor (200 cu. ft. per min. or greater capacity); Bituminous Mixer; Concrete Mixer (Under 21 cu. ft.); Welding Machine; Form Grader; Tractor (50 H.P. & Over); Bull Float; Finish Machine; Outboard Motor Boat; Brakeman; Whirley Oiler; Tractair & Road Widening Trencher; & Articulating Truck

GROUP 3 - Greaser on Grease Facilities Servicing Heavy Equipment

GROUP 4 - Bituminous Distributor; Cement Gun; Conveyor; Mud Jack; Paving Joint Machine; Pump; Tamping Machine; Tractor (Under 50 H.P.); Vibrator; Oiler; Air Compressor (Under 200 cu. ft. per min. capacity); Concrete Saw; Burlap & Curing Machine; Hydro Seeder; Power Form Handling Equipment; Deckhand Oiler; & Hydraulic Post Driver

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Winch; A-Frame when used in transporting materials

GROUP 2 - Tandem Axle; Dump; Distributor; Semi-Trailer or Pole Trailer

GROUP 3 - Mixer

GROUP 4 - Truck Mechanic

GROUP 5 - 3 Tons & Under; Tire Changer

GROUP 6 - Pavement Breaker

GROUP 7 - Over 3 Tons; Truck Mounted Rotary Drill

GROUP 8 - Euclid & Other Heavy Earth Moving Equipment; Lowboy

GROUP 9 - Greaser on Greasing Facilities

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

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.  
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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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



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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

**SECTION 00940**

**Contractor's Application For Payment No. \_\_\_\_\_**

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer)
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

**APPLICATION FOR PAYMENT**

**Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

- 1. ORIGINAL CONTRACT PRICE ..... \$ \_\_\_\_\_
- 2. Net change by Change Orders ..... \$ \_\_\_\_\_
- 3. CURRENT CONTRACT PRICE (Line 1 ± 2)..... \$ \_\_\_\_\_
- 4. TOTAL COMPLETED AND STORED TO DATE  
(Column F on Progress Estimate) ..... \$ \_\_\_\_\_
- 5. RETAINAGE:
  - a. \_\_\_\_ % x \$ \_\_\_\_\_ Work Completed ..... \$ \_\_\_\_\_
  - b. \_\_\_\_ % x \$ \_\_\_\_\_ Stored Material ..... \$ \_\_\_\_\_
  - c. Total Retainage (Line 5a + Line 5b) ..... \$ \_\_\_\_\_
- 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) ..... \$ \_\_\_\_\_
- 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) ..... \$ \_\_\_\_\_
- 8. AMOUNT DUE THIS APPLICATION ..... \$ \_\_\_\_\_
- 9. BALANCE TO FINISH, PLUS RETAINAGE  
(Column G on Progress Estimate + Line 5 above)..... \$ \_\_\_\_\_

**CONTRACTOR'S CERTIFICATION**

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:
-----	-------

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of other amount)

is recommended by: \_\_\_\_\_ (Engineer) \_\_\_\_\_ (Date)

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of other amount)

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Approved by: \_\_\_\_\_ (Date)  
Funding Agency (if applicable)

**Progress Estimate**

**Contractor's Application**

For (contract):					Application Number:			
Application Period:					Application Date:			
A		B	Work Completed		E	F		G
Item		Scheduled Value	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)
Specification Section No.	Description		From Previous Application (C + D)	This Period				
<b>Totals</b>								

**Stored Material Summary**

**Contractor's Application**

For (contract):					Application Number:					
Application Period:					Application Date:					
A	B	C		D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)	
			Date (Month/Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)		
		Totals								

**SECTION 00941  
CHANGE ORDER**

No. \_\_\_\_\_

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project:	Owner:	Owner's Contract No.:
Contract:	Date of Contract:	
Contractor:	Engineer's Project No.:	

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: \_\_\_\_\_  
\_\_\_\_\_

Attachments: (List documents supporting change): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$ _____	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:  \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order:  \$ _____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order:  \$ _____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order:  \$ _____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____

SECTION 00950

Project Sign

SHELBY SANITARY SEWER PROJECT PHASE III  
SECTION II - COLLINS

**OWNER:** MOUNTAIN WATER DISTRICT  
6332 ZEBULON HIGHWAY  
PIKEVILLE, KENTUCKY 41501

**ENGINEER:** SUMMIT ENGINEERING, INC.  
131 SUMMIT DRIVE  
PIKEVILLE, KENTUCKY 41501

**CONTRACTOR:**

**SOURCE OF FUNDS:** EPA GRANT / KIA LOAN  
STATE REVOLVING FUND

\*NOTE: General form of sign shall be spaced by painter

SIGN TO BE PAINTED ON 4' X 8' EXTERIOR PLYWOOD SHEETING.

## TECHNICAL SPECIFICATIONS

SECTION	DESCRIPTION	PAGE
I	Special Provisions	I-1 thru I-2
II	General Provisions	II-1 thru II-5
III	Submittals	III-1 thru III-4
IV	Quality Control	IV-1 thru IV-2
V	Temporary Facilities	V-1 thru V-3
VI	Mobilization/Demobilization	VI-1 thru VI-2
VII	Maintain and Control Traffic	VII-1
VIII	Construction Staking	VIII-1 thru VIII-2
IX	Silt Control Structures	IX-1 thru IX-5
X	Existing Utilities	X-1 thru X-2
XI	Removal and Disposal of Existing Septic Tanks	XI-1 thru XI-2
XII	Sanitary Sewer Force Mains	XII-1 thru XII-8
XIII	Pressure Sewer Laterals & Building Sewers	XIII-1 thru XIII-6
XIV	Pressure Sewer Lateral Assembly	XIV-1 thru XIV-3
XV	Valves	XV-1 thru XV-2
XVI	Air Release Valve and Pit	XVI-1 thru XVI-2
XVII	Pavement Replacement	XVII-1 thru XVII-5
XVIII	Bore and/or Encase	XVII-1 thru XVIII-3
XIX	Residential Wastewater Pumping Stations	XIX-1 thru XIX-9
XX	Gravity Sanitary Sewer Lines	XX-1 thru XX-17
XXI	Flowable Fill Concrete Encasement	XXI-1 thru XXI-2
XXII	Seeding, Clean-Up, & Landscaping	XXII-1 thru XXII-2
XXIII	Flushing Connections	XXIII-1 thru XXIII-4

**SECTION I****TECHNICAL SPECIFICATIONS****SPECIAL PROVISIONS****1.1 SCOPE**

This specification sets forth OWNER'S special project requirements which are UNIQUE to this project. All requirements of this section shall be considered as integral parts of the successful completion of the Project. All items discussed herein are considered incidental to the overall accomplishment of the Project and no separate payment shall be made for these items.

**1.2 CONFLICTING ELEMENTS**

In the event of a conflict between the elements of the Contract Documents, the MORE STRINGENT REQUIREMENT ON THE CONTRACTOR SHALL GOVERN.

**1.3 EXISTING OPERATIONS / SEQUENCE OF WORK**

1.3.1 The CONTRACTOR shall coordinate all work through the ENGINEER. The CONTRACTOR shall notify OWNER and ENGINEER at least fourteen calendar days in advance of any shutdown of any wastewater process necessary to perform the work required by the Contract. In no event, shall the CONTRACTOR cause a discharge of raw wastewater into the waters of the Commonwealth.

1.3.2 The CONTRACTOR shall notify the OWNER and ENGINEER at least 10 calendar days prior to any construction activity at the site.

**1.4 WORKING HOURS**

Paragraph 6.3 of the General Conditions is supplemented as follows:

1.4.1 Regular working hours are defined as up to 8 hours per day, Monday through Friday, beginning no earlier than 7:00 a.m. and ending no later than 7:00 p.m., excluding holidays. Whenever the CONTRACTOR is performing any part of the work, with the exception of equipment maintenance and clean-up, OWNER'S representation and/or inspection will be required.



1.4.2 Requests to work other than regular working hours must be submitted to the OWNER'S designated representative, at least 48 hours prior to any proposed weekend work or scheduled extended work weeks, to give the OWNER ample time to arrange for representation and/or inspection during those periods. Periodic unscheduled overtime on weekdays will be permitted provided that two hours notice is provided to OWNER'S designated representative. Maintenance and clean-up may be performed during hours other than regular working hours.

1.4.3 The OWNER incurs additional expense when the CONTRACTOR exceeds regular working hours. Consequently, CONTRACTOR shall reimburse the OWNER for additional engineering and/or inspection costs incurred as a result of overtime work and in excess of the regular working hours stipulated herein. These costs shall be a line item deduction from the CONTRACTOR'S monthly payment request. Overtime costs for OWNER'S personnel shall be based on the individual's current overtime wage rate. Overtime costs for personnel employed by the ENGINEER shall be calculated in accordance with the terms of the ENGINEER'S contract with the OWNER.

-- THE END --

**SECTION II****TECHNICAL SPECIFICATIONS****GENERAL PROVISIONS****2.1 SCOPE**

This section of the technical specifications is prepared to establish general requirements applicable to the entire Project. All items discussed herein are considered incidental to the overall accomplishment of the Project and no separate payment shall be made for these items.

**2.2 IDENTIFICATION OF PARTIES**

OWNER - The Mountain Water District  
The OWNER owns and is responsible for the completed wastewater facilities.

ENGINEER - Registered professional engineer designated by OWNER to provide design, construction inspection, and certification services.

CONTRACTOR- The entity(s) responsible under contract to OWNER to furnish labor, equipment, etc. to complete the work specified herein.

**2.3 RECORD DRAWINGS**

The CONTRACTOR shall furnish record drawings in accordance with the requirements of the 'Submittals' section of these specifications.

**2.4 EXISTING UTILITIES AND UNDERGROUND FACILITIES**

Attention is called to the presence of existing utilities and underground facilities. The CONTRACTOR is solely responsible to accurately locate, and avoid damage to, all existing utilities and underground facilities. See "Existing Utilities" herein.

**2.5 SCHEDULES**

2.5.1 Progress and Payment Schedules. Within 10 calendar days of Notice of Award, prepare and submit to the ENGINEER a proposed construction progress schedule. The schedule shall be in the form of a bar chart addressing the major project activities. The bar chart shall provide for a comparison of the proposed schedule to actual completion.

2.5.2 Submittal Schedules. Within 10 calendar days of Notice of Award, prepare and submit to the ENGINEER a proposed submittal schedule (See paragraph 26 of General Conditions).

2.5.3 Schedule Updates. All project schedules shall be updated for each CONTRACTOR pay request.

2.5.4 WARNING: NO CONTRACTOR PAYMENTS SHALL BE APPROVED BY THE ENGINEER UNTIL ACCEPTABLE PROJECT SCHEDULES HAVE BEEN PROVIDED BY THE CONTRACTOR. CONTRACTOR PAY REQUEST APPLICATIONS WILL BE IMMEDIATELY RETURNED IF THEY ARE NOT ACCOMPANIED BY THE REQUIRED SCHEDULE UPDATES.

## 2.6 STAKING AND MARKING

The ENGINEER will be responsible for providing the survey reference monuments and benchmarks. Construction stakeout and "as built" surveys shall be the responsibility of the CONTRACTOR.

## 2.7 CONSTRUCTION PHOTOGRAPHS

2.7.1 The term "photograph" as used herein refers to a photographic view, including similar exposures taken to assure the usefulness of the photographic record. All photographs shall be taken in color, not black and white.

2.7.2 The CONTRACTOR shall photograph the project limits prior to construction. The same views shall be re-photographed upon completion of all construction activities. In lieu of photography, CONTRACTOR may opt to video the project limits. The CONTRACTOR shall furnish the ENGINEER two copies of this video cassette for a completeness review. NO WORK CAN BE PERFORMED UNTIL THE ENGINEER HAS REVIEWED, AND ACCEPTED, THE PRE-CONSTRUCTION PHOTOGRAPHS AND/OR VIDEOS.

2.7.3 The CONTRACTOR shall have an average of ten (10) photographs per month made of the work during its progress and twenty (20) photographs of the completed facilities, in addition to those required above in paragraph 2.7.2.

2.7.4 All photographic work shall be done by a qualified, established photographer acceptable to the ENGINEER. Two prints of each photograph shall be provided.

2.7.5 The film negatives shall be retained in the files of the photographer until the completion of the project and shall then be turned over to the ENGINEER. The photographer shall release all copyrights, or other restrictions, on the use of the photographic prints and film negatives.

2.7.6 Each photograph shall have an identification label which provides:

1. Contractor's name
2. Short Description of View
3. Photo No. and Date Taken
4. Photographer's Firm Name

## **2.8 TESTING**

The cost of all testing shall be borne by the CONTRACTOR unless directed otherwise.

## **2.9 INSTALLATION REQUIREMENTS**

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as suggested by the respective manufacturers, unless otherwise specified herein.

## **2.10 PROOF OF COMPLIANCE**

See Quality Control - Section IV

## **2.11 MAINTAINING DRAINAGE**

At no time shall the flow of any existing streams or gullies be blocked. Ditches or culverts which become inoperable during the work effort shall be promptly cleaned out.

## **2.12 DUST AND LITTER CONTROL**

All access roads, excavations, embankments, waste areas, etc. within the project boundaries shall be maintained free of dust and litter which could cause a nuisance to others. Dust control shall be performed as the work proceeds and whenever a dust nuisance occurs. From time to time, as the need arises, the construction area shall be policed to collect all scattered litter and debris.

## **2.13 CLEAN UP**

After all construction work is complete, and prior to final inspection, all disturbed areas shall be cleaned and left in a slightly condition. All unused material shall be removed and disposed of properly.

**2.14 REPAIR OF DAMAGE**

Any damage done to structures, fills, roadways, or other areas shall be repaired at the CONTRACTOR'S expense before final payment is made.

**2.15 PROJECT LIMITS**

The CONTRACTOR shall be responsible for satisfying himself as to the construction limits for the project. The CONTRACTOR shall not establish work, storage, or staging areas outside the project limits, unless otherwise directed or approved by the ENGINEER.

**2.16 BURNING**

There shall be no burning on this Project.

**2.17 MATERIALS SUITABLY STORED**

Request for payment for stored materials MUST be prepared in compliance with Paragraph 14.2 of the General Conditions.

**2.18 EXPLANATION OF MEASUREMENT AND PAYMENT TERMINOLOGY**

The various items of work will be measured and paid for as "Lump Sum," "Each," or by "Unit Prices" as established in these specifications. These methods of payment are defined as follows:

- a) Lump Sum: When this term is used as an item of payment, it shall be inferred that the complete structure, structural unit or element of work is specified as the unit measurement. As such, it will be construed to include all necessary materials and accessories required for installation. No final measurements will be made.
- b) Each: The definition for Lump Sum applies to the term "each" except more than one may be included in the Project and the actual number installed will be the final measurement.

- c) Unit Price Quantities: When unit price quantities for a specific portion of the project are designated in the Contract Documents as the pay quantity, actual quantities for such specified portion serve as the basis for payment. Actual quantities shall be determined by the differences in measurements taken before and after construction.
  
- d) Plan Quantities: When the specifications indicate that 'Plan Quantities' are the basis of payment, the design quantities enumerated on the bid schedule shall be the final pay quantity unless the related dimensions in the Drawings are revised by the Engineer.

-- THE END --

**SECTION III****TECHNICAL SPECIFICATIONS****SUBMITTALS****3.1 SCOPE**

This specification sets forth the procedure to be employed in submitting and processing all CONTRACTOR submittals.

**3.2 SHOP DRAWINGS**

3.2.1 The CONTRACTOR shall submit for the review of the ENGINEER Shop Drawings for all fabricated work and for all manufactured items required to be furnished in the Contract in accordance with the General Conditions and as specified herein. Shop Drawings shall be submitted in sufficient time to allow at least twenty-one (21) calendar days after receipt of the Shop Drawings from the CONTRACTOR for checking and processing by the ENGINEER.

3.2.2 ENGINEER's review of the CONTRACTOR's drawings shall be considered as a gratuitous service, given as assistance to the CONTRACTOR in interpreting the requirements of the Contract, and in no way shall it relieve the CONTRACTOR of any of his responsibilities under the Contract. Any fabrication, erection, setting or other Work done in advance of the receipt of Shop Drawings returned by the ENGINEER and noted as "Approved" or "Approved as Noted" shall be entirely at the CONTRACTOR's risk. The ENGINEER's review will be confined to general arrangement and compliance with the design concept and Specifications only, and will not be for the purpose of checking dimensions, weights, clearances, fitting, tolerances, interferences, coordination of trades, etc.

3.2.3 Unless otherwise stated elsewhere in the Contract Drawings, a total of six (6) copies of all reviewed Shop Drawings shall be furnished to the ENGINEER for his use in accordance with the following sequence of operations:

- A) Initially six copies and one (1) reproducible copy shall be submitted to the Engineer for review. The ENGINEER will return one (1) copy and the reproducible copy to the CONTRACTOR after review.

- B) When Shop Drawings are returned for correction, they shall be immediately corrected and resubmitted for review as described above, and such procedures will not be considered as grounds for delay in completing the Work.
- C) Shop Drawings submitted by subcontractors shall be sent directly to the CONTRACTOR for preliminary checking. The CONTRACTOR shall be responsible for their submission to the ENGINEER at the proper time so as to prevent delays in delivery of materials.
- D) The CONTRACTOR shall thoroughly check all subcontractors Shop Drawings as regards to measurements, sizes of members, materials and details to satisfy himself that they conform to the intent of the Specifications. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors by the CONTRACTOR for correction before submitting them to the ENGINEER. Before submission, the CONTRACTOR shall mark (stamp) the drawings as being checked and approved by him, dated and signed. The CONTRACTOR's approval (stamp) shall constitute a representation that all quantities, dimensions, field construction criteria, materials, catalog numbers, performance criteria and similar data have been verified and that, in his opinion, the submittal fully meets the requirements of the Contract Documents and the scope of work involved. Shop Drawings that are not stamped will not be reviewed.
- E) All details on Shop Drawings submitted for review shall clearly show the relation of the various parts and where the Work depends upon field measurements, such measurements shall be obtained by the CONTRACTOR and noted on the Shop Drawings before being submitted to the ENGINEER for review.
- F) All submissions shall be properly referenced to indicate clearly the specification section, location, service and function of each particular item. All submissions for one item or group of related items shall be complete. The ENGINEER reserves the right to reject manufacturer's publications in the form of catalogues, pamphlets, or other data sheets when they are submitted in lieu of prepared Shop Drawings. Such submissions



shall specifically indicate the item for which approval is requested. Identification of items shall be made in ink, and submissions showing only general information are not acceptable.

- G) If the Shop Drawings contain any departures from the Contract requirements, specific mention thereof shall be made in the CONTRACTOR's letter of transmittal. Where such departures require revisions to layouts or structural changes to the Work, the CONTRACTOR shall, at his own expense, prepare and submit for approval revised layout and structural drawings. Such drawings shall be of the size approved by the ENGINEER.
- H) All shop drawings shall be in English.

3.2.4 The ENGINEER will review the first and second shop drawing submittals at no cost to the CONTRACTOR. Review of the third submittal and any subsequent submittal will be at the CONTRACTOR's expense. Payment will be deducted from the Contract amount at a rate of 3 times direct labor cost plus expense.

### **3.3 RECORD DRAWINGS**

3.3.1 The Record Drawings shall consist of the Contract Drawings (3 mil mylar, updated to 'As Built' conditions) and the approved Shop Drawings in reproducible form (3 mil mylar) and shall be submitted to the ENGINEER at any time upon request during construction, but no later than the Final Inspection.

3.3.2 Contract Drawings shall be legibly marked to record actual construction including:

- A) All deviations in location or elevation of any underground installation from that shown on the Contract Drawings.
- B) Any significant changes in above ground installation from approved Shop Drawings or Contract Drawings.
- C) No such deviations from the Contract Drawings or approved Shop Drawings shall be made without approval by the ENGINEER.

3.3.3 Specifications and addenda shall be legibly marked up to record:

- A) Manufacturer, trade name, catalog number, and Supplier of each product and item of equipment actually installed.
- B) Changes made by Change Order or Field Order.
- C) Other matters not originally specified.

3.3.4 Shop Drawings shall be legibly annotated to record changes made after review.

3.3.5 Reproducible Record Drawings shall be submitted in accordance with the General Conditions, Supplementary Conditions, and General Requirements.

#### **3.4 MEASUREMENT AND PAYMENT**

Submittals shall be considered a part of CONTRACTOR'S Lump Sum Bid for "Mobilization/DeMobilization" and shall not be measured for separate payment.

-- THE END --

**SECTION IV****TECHNICAL SPECIFICATIONS****QUALITY CONTROL****4.1 CODES, STANDARDS AND INDUSTRY SPECIFICATIONS**

A) Material or operations specified by reference to published specifications of a manufacturer, testing agency, society, association or other published standards shall comply with requirements in latest revisions thereof and amendments or supplements thereto in effect on date of Advertisement for Bidders.

B) Discrepancies between referenced codes, standards, specifications and Contract Documents shall be governed by the latter unless written interpretation is obtained from ENGINEER.

C) Material or work specified by reference to conform to a standard, code, law, or regulation shall be governed by Contract Document when they exceed requirements of such references; referenced standards shall govern when they exceed Contract Documents.

D) Proof of Compliance:

Whenever Contract Documents require that a product be in accordance with Federal Specification, ASTM designation, ANSI specification, or other association standard, at ENGINEER'S request, CONTRACTOR shall present an affidavit from manufacturer certifying that product complies therewith. Where requested or specified, submit supporting test data to substantiate.

**4.2 MANUFACTURER'S DIRECTIONS**

Utilize manufactured articles, materials and equipment as directed by manufacturers unless herein specified to contrary. Discrepancy between an installation required by Contract Documents and manufacturer's instructions and recommendations shall be resolved by ENGINEER before work may proceed. In all cases, the more stringent requirements shall govern.

**4.3 TESTING**

A) All testing (when required) will be in accordance with the pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.

B) The OWNER will select the testing laboratories.

C) The CONTRACTOR will bear the cost of all testing unless directed otherwise.

-- THE END --

**SECTION V****TECHNICAL SPECIFICATIONS****TEMPORARY FACILITIES****5.1 SUBMITTALS**

Submit six copies of the following:

- A) A 'temporary facilities plan' illustrating the location of the field office, sanitary facilities, layoff areas, and project signs. Plan to include a floor plan for ENGINEER'S field office and furnishings.
- B) The proposed layout/color scheme for the Project Sign.

**5.2 FIELD OFFICE (NOT REQUIRED)**

5.2.1. The CONTRACTOR shall furnish and maintain a field office on site. The office shall be established at a location approved by the ENGINEER. **AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR SHALL BE IN THE FIELD OFFICE AT ALL TIMES WHILE WORK IS IN PROGRESS.**

5.2.2. The CONTRACTOR shall provide a field office for the duration of the Project. It shall be weathertight, have a tight floor, and suitable ventilation. The office shall have at least three screened windows capable of being opened, a screen door and a solid door provided with cylinder lock and three keys. The office shall be provided with heating equipment, electrical wiring, outlets and fixtures suitable to lighten the tables and desk adequately as directed. The CONTRACTOR shall furnish and equip the field office complete within five (5) days of Notice to Proceed.

5.2.3. The field office provided shall be furnished by the CONTRACTOR as follows:

1. One plan table, 3 ft. x 5 ft. and one stool
2. Three additional chairs
3. Four-drawer, filing cabinet with lock
4. Waste paper basket
5. Air Conditioner (12,000 BTU)

5.2.4. The CONTRACTOR shall supply all fuel for heating and pay all electrical bills. A watt-hour meter shall be installed for determination of electric consumption and appropriate charges for that consumption.

5.2.5. The CONTRACTOR shall furnish the field office with a private telephone for the ENGINEER's exclusive use. With the exception of charges for long distance and toll calls, the CONTRACTOR shall pay all bills charged against the ENGINEER's telephone, including installation charge and all monthly charges throughout the construction period.

### **5.3 MATERIAL STORAGE**

The CONTRACTOR must make arrangements for his staging areas and areas of material storage.

### **5.4 SANITARY FACILITIES**

The CONTRACTOR shall provide and maintain all necessary sanitary facilities at the site, in accordance with all applicable regulations, and shall properly remove same at completion of the project.

### **5.5 UTILITIES**

The obtaining of all utilities which may be required for the construction shall be the responsibility of the CONTRACTOR.

### **5.6 PROJECT SIGN**

The CONTRACTOR shall furnish and install two project signs. One sign shall be in reasonable conformance to the one included in the PROJECT FORMS. The second sign shall reasonably conform to the size and dimensions shown on Figure 1.

### **5.6 SAFETY**

CONTRACTOR shall comply with all pertinent provisions of Kentucky Safety Standards of Division of Occupational Safety, Department of Labor, and Federal Occupational Safety and Health Construction Standards, that are in effect at time this Contract is entered into and during period in which Contract is to be performed.

### **5.7 MEASUREMENT AND PAYMENT**

Provision of temporary facilities shall be considered a part of CONTRACTOR'S Lump Sum Bid for "Mobilization/DeMobilization" and shall not be measured for separate payment.

-- THE END --

FIGURE 1

SHELBY SANITARY SEWER PROJECT PHASE III  
SECTION II - COLLINS

**OWNER:** MOUNTAIN WATER DISTRICT  
6332 ZEBULON, RT. 119  
PIKEVILLE, KENTUCKY 41501

**ENGINEER:** SUMMIT ENGINEERING, INC.  
131 SUMMIT DRIVE  
PIKEVILLE, KENTUCKY 41501

**CONTRACTOR:**

**SOURCE OF FUNDS:** EPA GRANT / KIA LOAN  
STATE REVOLVING FUND

\*NOTE: General form of sign shall be spaced by painter

SIGN TO BE PAINTED ON 4' X 8' EXTERIOR PLYWOOD SHEETING.

**SECTION VI****TECHNICAL SPECIFICATIONS****MOBILIZATION/DEMOBILIZATION****6.1 SCOPE**

This element of work shall consist of the mobilization of the CONTRACTOR'S forces and equipment necessary for performing the work required under the Contract.

It shall include the purchase of contract bonds (including KTC encroachment permit bond); transportation of personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other temporary facilities at the site; development of submittals and record drawings in accordance with Section III of these specifications; and other preparatory and incidental work.

This specification covers mobilization for work required by the Contract at the time of award. If additional mobilization costs are incurred during performance of the Contract as a result of changes or added items of adjustment in contract price, compensation for such costs will be included in the price adjustment for the items of work changed or added.

**6.2 PAYMENT**

THE CONTRACTOR'S LUMP SUM BID FOR MOBILIZATION/DEMOBILIZATION MAY NOT EXCEED THREE PERCENT (3%) OF THE TOTAL BASE BID FOR THIS CONTRACT. Payment of the total lump sum price for "Mobilization/DeMobilization" will constitute full compensation for all labor, materials, equipment, and all other items necessary for and incidental to completion of the work. If the CONTRACTOR elects to demobilize and remobilize before completion of the work, no additional payment will be made.

Payment will not be made under this item for the purchase costs of materials having a residual value, the purchase costs of materials to be incorporated in the project, or the purchase costs of operating supplies.

Fifty percent (50%) of the "Mobilization/Demobilization" price may be invoiced when the following conditions have been met:

- 1) the field office and sanitary facilities are in-place;
- 2) the CONTRACTOR has furnished the bond for the Kentucky Department of Highways Encroachment Permit in the name of the OWNER;



- 3) the CONTRACTOR's project schedules (construction, payment, and submittals) have been approved by the ENGINEER;
- 4) the CONTRACTOR has furnished a plan for disposal of waste materials;
- 5) the Project Sign has been erected; and
- 6) all project silt controls have been installed.

The remaining fifty percent of "Mobilization/DeMobilization may not be invoiced until the CONTRACTOR has submitted acceptable 'Record Drawings' (As-Built Plans and Shop Drawings) in accordance with the requirements of Section III of these specifications.

-- THE END --

**SECTION VII****TECHNICAL SPECIFICATIONS****MAINTAIN & CONTROL TRAFFIC****7.1 SCOPE**

The purpose of this section is to outline the requirements for maintenance and control of traffic during construction.

**7.2 QUALITY CONTROL**

The Contractor's traffic control activities shall conform to the AASHTO Manual of Uniform Traffic Control Devices, the Kentucky Department of Highways publication "Standard Drawings", and to the requirements of Section 107 of the current edition of the Kentucky Department of Highways publication "Standard Specifications for Road and Bridge Construction."

**7.3 CLOSING OF STREETS**

It is understood that the construction activities may require the closure of certain streets within the Project Limits. The Contractor shall erect Detour signs when an alternate route is available at the intersections to inform motorists of the closures. If no alternate is available then the CONTRACTOR shall abide by KYDOH standards in stoppage of traffic. Appropriate barricades shall be erected to prevent traffic from entering the Project Limits when necessary.

In the event that the Owner does not secure right of access to the entire Project Area, access shall be maintained at all times for residents and emergency vehicles.

**7.4 MEASUREMENT AND PAYMENT**

"Maintain & Control Traffic" shall be considered a necessary and integral part of the Work and shall not be measured for separate payment. "Maintain & Control Traffic" shall be incidental to "Mobilization/Demobilization".

--- THE END ---

**SECTION VIII**  
**TECHNICAL SPECIFICATIONS**  
**CONSTRUCTION STAKING**

**8.1 SCOPE**

The CONTRACTOR shall furnish all necessary personnel and equipment to provide all customary construction surveys including, but not limited to, the following:

- a) Establish right-of-way and construction easement limits.
- b) Establish the project construction centerlines
- c) Provide adequate reference points to permit prompt re-establishment of the construction centerline throughout the construction.
- d) Grade staking
- e) Structure staking
- f) Establish final "as-built" plan and profile location of all completed facilities and depict same on record drawings.

The CONTRACTOR's staking (survey) party shall be under the general supervision of an ENGINEER registered in the State of Kentucky. IT SHALL BE UNDERSTOOD THAT SUPERVISION OF THE CONSTRUCTION STAKING PARTY IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR AND ANY ERRORS AND INACCURACIES RESULTING FROM THE OPERATIONS OF THE CONSTRUCTION STAKING PARTY SHALL BE CORRECTED AT NO COST TO THE OWNER, OR SUMMIT ENGINEERING, INC., IF SUMMIT ENGINEERING, INC. IS NOT THE ONE DOING THE SUPERVISING.

**8.2 SUBMITTALS**

Upon completion of the project, the CONTRACTOR shall submit the following to the ENGINEER:

- a) the field notes,
- b) 'as built' plans on mylar media, of no less scale than the design drawings depicting the "as built" plan and profile location of all constructed facilities.

**8.3 MEASUREMENT AND PAYMENT**

"Construction Staking" shall be considered a necessary and integral part of the Work and shall not be measured for separate payment. "Construction Staking" shall be incidental to "Mobilization /DeMobilization."

**-- THE END --**

## SECTION IX

### TECHNICAL SPECIFICATIONS

#### SILT CONTROL STRUCTURES

##### 9.1 SCOPE

This work shall consist of furnishing all materials, equipment, labor, and incidentals necessary for the installation, maintenance, and removal of silt control facilities as directed by the ENGINEER.

##### 9.2 GENERAL

The exact locations, configuration, and dimensions of the various types of silt control shall be directed by the ENGINEER at the time of construction. These structures shall be installed prior to any surface disturbance on the area for which they are necessary to control silt.

The CONTRACTOR shall schedule construction activities so that the amount of exposed soil is minimized. This is to be accomplished by disturbing only those areas which are to be worked immediately and by revegetating each area as soon as practical.

##### 9.3 MATERIALS

9.3.1 Silt Control Hay Bales: Silt Control Bales shall consist of either straw or hay bales. All bales are to be firmly bound by twine, and are to be installed using wooden stakes or steel bars.

9.3.2 Silt Fence: Silt Fence filter fabric shall be specifically designed for this purpose by the manufacturer and shall meet or exceed the following specifications:

Bursting Strength	(ASTM D751)	150 psi
Grab Strength	(ASTM D1682)	100 psi
Permeability		0.02 to 0.03 cm/sec

Silt fence posts shall be either timber stakes (2" x 2" min) or pressed steel stakes set plumb and to sufficient depth to provide a sound anchor for the supporting wire fence and/or filter fabric.

9.3.3 Gabion Wire: The wire incorporated in the lid and body of gabion units shall be constructed of galvanized steel. The mesh shall be constructed by double twisting the adjoining wire, i.e., both wires must be twisted in an interlocking, nonraveling fashion. All wire for corners, edges, selvages, and binding in both types of units shall be heavily galvanized with a minimum zinc coating of 0.80 ounces per square foot of uncoated wire surface, as determined by tests conducted in accordance with ASTM A90. The tensile strength of the wire shall be at least 60,000

pounds per square inch, and the mesh must have sufficient elasticity to permit 10 percent elongation diameter of the individual wires. The following minimum wire diameters are required for non-PVC coated units only.

<u>Type /Use of Wire</u>	--Minimum Diameters--
	<u>Gabion</u>
Mesh wire	0.118
Selvedge/corner wire	0.150
Lacing/connecting wire	0.0866

9.3.4 Gabion Rock Fill: The baskets shall be filled with clean, hard, durable limestone from a source approved by the ENGINEER. The stone shall be well-graded, with sizes ranging from a minimum of 5 inches to a maximum of 8 inches for gabion baskets, as measured in the greatest dimension; and shall otherwise comply with the requirements of these Technical Specifications.

9.3.5 Gabion Anchors: Steel anchors shall be standard deformed type bars conforming to ASTM A-615. The bars shall be manufactured from new billet steel of American manufacture, and shall have a minimum yield strength of 60,000 psi (Grade 60).

#### **9.4 FABRICATION OF GABIONS**

9.4.1 General: The gabion units shall be fabricated in such a manner that the base, sides, ends, and lids can be assembled at the construction site into a rectangular unit of the specified sizes. The body of the units shall be of single unit construction, the base, ends, sides, and lids formed of a single woven mesh unit.

All perimeter edges of the mesh forming the unit shall be securely selvedged so that the joints formed by tying the selvedges have at least the same strength as the body of the mesh.

Lacing wire shall be supplied in sufficient quantity to permit all sides, ends, and diaphragms of the body to be securely fastened, as well as to fasten the top to all sides, ends, and diaphragms of the body.

Dimensions for height, length, and width are subject to a tolerance limit of +3% of the manufacturer's stated sizes.

9.4.2 Gabions: The gabions shall be constructed with a hexagonal weave having an opening of approximately 3 1/4 inches by 4 1/2 inches. When the gabion length exceeds its width, it shall be supplied with diaphragms to form individual cells of equal length and width. The gabion unit shall be furnished with the necessary diaphragms secured in proper position on the base in such a manner that no additional tying at this juncture will be necessary. The diaphragms shall be of the same material composition as the gabion.

9.4.3 Certification: Each shipment of gabions to a job site shall be accompanied by a certification from the manufacturer, which states that the material conforms to the requirements of this Specification. The certification shall be on the manufacturer's letterhead and shall be signed by an officer of that company.

## 9.5 INSTALLATION

9.5.1 Silt Control Bales: The general locations and typical configurations of the type of silt control is subject to adjustments based on individual site conditions. Installation is labor intensive in order to assure stable and durable usage; additional hand labor may be required to provide adequate footing for the bales.

9.5.2 Silt Fences: Silt fences shall be supported with vertical wood posts which are protected by means of a metal cap or other device to prevent damage when hammers are used to drive the posts into the ground.

9.5.3 Gabions: The foundation shall be accurately prepared to accept the gabions. The foundation shall be inspected and approved by the ENGINEER prior to placement of the units.

Empty units shall be assembled individually on a hard, flat surface -- generally at the installation site. Care must be exercised to assure that each basket is stretched or manipulated as necessary to achieve the proper rectangular shape. Sides, ends, and diaphragms must be erected (and laced) to ensure the correct orientation of all seams and creases. Once assembled, empty units shall be set to the lines and grades directed by the ENGINEER.

All units shall be connected to the adjoining units, while empty, by lacing wire along the perimeters of their contact surfaces. Securing diaphragms, ends and sides, closure of units, and connecting adjoining units shall be accomplished by continuous stitching with alternating single and double loops at 4-inch intervals. All ends of lacing wire are to be securely fastened and not protruding.

Empty units are to be stretched, after being properly laced and connected to the adjoining unit(s), to obtain uniform alignment and to remove kinks. A standard fence stretcher, "come-along" or other means of tensioning the unit may be used. Adjacent rows of gabion units are to be placed such that the seams are offset.

The units shall be carefully filled with stone by hand and/or machine to maintain alignment; to avoid bulges, damage to coating, and/or separation of units; and to minimize voids. The maximum height from which stone may be dropped into gabion units shall not exceed 36 inches. In gabions over 2-foot high, the stone is to be placed in 12-inch lifts; adjusted by hand, if necessary, to form a reasonable smooth surface, and cross-ties (or bracing wires) installed. Cross-ties are to be looped through the mesh on opposing sides of the basket, and the wire tightened by twisting.

The ENGINEER may require the CONTRACTOR to use hand labor to selectively place the layers of stone along exposed surfaces (i.e., top, front, and ends) to provide a uniform surface and an overall appearance suitable to the site-specific situation at each installation. After each unit has been filled, the lid shall be leveled as necessary and secured to the sides, ends, and diaphragms using the previously described lacing (or stitching) technique.

## **9.6 MAINTENANCE**

During the course of the project, silt control structures shall be maintained in sound condition and accumulations of silt which may threaten their effectiveness shall be removed. Silt removed from silt control structures shall be spread in the general vicinity of the individual structures, except when such practices may be a detriment to the environment and/or the project.

Upon completion of the project, the ENGINEER may direct the CONTRACTOR to remove, clean, or replace silt control structures and revegetate such disturbances in accordance with the seeding section of these Technical Specifications.



**9.7 MEASUREMENT AND PAYMENT**

Provision of all silt control structures shall be a part of CONTRACTOR'S Lump Sum bid for "Mobilization/DeMobilization" and shall not be measured for separate payment.

-- THE END --

**SECTION X****TECHNICAL SPECIFICATIONS****EXISTING UTILITIES****10.1 SCOPE**

It shall be the CONTRACTOR's sole responsibility to locate existing utilities, make appropriate arrangements regarding relocation of existing utilities, either temporary or permanent, maintain the utility service throughout the construction period, and have final relocations performed at the end of the construction period. The CONTRACTOR shall notify affected utility owners, record locations of utilities on record drawings, hire specialty contractors, etc. as necessary.

All utility relocation work shall be conducted with the full knowledge and written consent of the ENGINEER and the utility owners involved. The CONTRACTOR shall comply with all applicable Federal, State and Local utility ordinances.

The CONTRACTOR shall bear sole, and full, responsibility for loss of project time arising from poor relocation coordination and from claims of damage relating to disruption of utility service. **The OWNER will not extend the Contract time for delays resulting from utility relocations.**

The utility owners effected by this project are as follows:

Gas	Columbia Gas of Kentucky P.O. Box 150 Prestonsburg, KY 41653 Contact: David Stumbo 606/874-0218
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	Riley and Scott Gas Company P.O. Box 507 Pikeville, KY 41502 Contact: Jim Kreutzer 606/639-2100
--	--

	Kentucky & West Virginia Gas Co. Prestonsburg, KY 41653 Contact: Roy Justice 606/886-7253
--	---

Water	Mountain Water District P.O. Box 3157 Pikeville, KY 41502
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Contact: Grondall Potter 606/631-6165

Phone

Bell South  
29 Wills Branch  
Prestonsburg, KY 41653  
Contact: Jack Salyer 606-433-7791

POWER

American Electric Power  
4249 North Mayo Trail  
Pikeville, KY 41501  
Contact: Jerry Smith 606/437-3764

## 10.2 AGREEMENTS

In general, when relocation of a utility is required, the relocation must be performed by the Utility Company or licensed agent of the utility company. Contractor shall secure written relocation agreements with each utility documenting the scope of the relocation activities and the responsibilities of the Utility Company and the Contractor with respect to the work and payment therefore.

## 10.3 SPECIAL REQUIREMENTS

The relocation agreements are subject to special requirements. These include:

-- NONE --

## 10.4 MEASUREMENT AND PAYMENT

CONTRACTOR'S protection and relocation of existing utilities as described in this section shall be considered a part of CONTRACTOR's Lump Sum bid for "Mobilization/DeMobilization" and shall not be measured for separate payment.

-- THE END --

**SECTION XI****TECHNICAL SPECIFICATIONS****REMOVAL AND DISPOSAL OF EXISTING SEPTIC TANKS****11.1. SCOPE**

- A. Remove and dispose of underground septic tanks, piping, and appurtenances unavoidably encountered in the process of construction.
- B. Fill voids created as a result of removals of existing underground septic tanks.

**11.2. REGULATORY REQUIREMENTS**

- A. Conform to applicable local code for removal of structures, safety of adjacent structures, dust control, and runoff control.
- B. Obtain required permits and licenses from appropriate authorities. Pay associated fees including disposal charges.

**11.3. PREPARATION**

- A. Provide, erect, and maintain erosion control devices, temporary barriers and security devices.
- B. Protect existing landscaping materials, appurtenances, and structures which are not to be removed or demolished. Repair damages caused by removal operations at no cost to Owner.
- C. Prevent movement or settlement of adjacent structures. Provide bracing and shoring as needed.
- D. Mark location of utilities. Protect and maintain in safe and operable condition, utilities that are to remain. Prevent interruption of existing utility service to occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities as acceptable to governing authorities and Owner.

**11.4. TANK REMOVAL**

- A. Prior to removal of tank, all waste shall be removed by pumping and transported to the nearest wastewater treatment plant.
- B. After removal of all waste from the tank, the tank shall be removed from the ground and disposed of in accordance with all local, state and federal regulations.
- C. Following removal of the tank, the pit shall be backfilled in accordance with the technical specifications.
- D. A licensed plumber shall then connect the house lateral to the sanitary sewer in accordance with the technical specifications.

**11.5. MEASUREMENT AND PAYMENT**

- A. Measurement and Payment: Removal of septic tanks encountered in the process of construction shall be paid as "Each" as mentioned in the Bid Schedule.

**THE END**

## SECTION XII

## TECHNICAL SPECIFICATIONS

## SANITARY SEWER FORCE MAINS

## 12.1 PURPOSE

The purpose of this section is to outline the requirements for the proper construction of sanitary sewer force mains and siphons.

## 12.2 GENERAL REQUIREMENTS

The sanitary sewer force mains and siphons shall be laid in reasonable conformance to the lines and grades shown on the Design Drawings. In no event shall any section of force main be constructed at an elevation higher than that specified for the air release valve. No reach of force main shall be laid on a 0% slope. A #10 copper trace wire shall be laid with all non-metallic force mains and siphons.

## 12.3 QUALITY CONTROL

Submit five copies of the following:

- A) Documentation to substantiate pipe material's compliance with these specifications.
- B) Documentation to substantiate that pipe bedding materials will conform to requirements of these specifications.
- C) Documentation of pressure and leak testing.

## 12.4 PIPE MATERIALS

PIPE:

12.4.1 HIGH DENSITY POLYETHYLENE PIPE: The pipe shall be Green Stripe Pipe. The Pipe shall be equal to Chevron Phillips Performance Pipe 4200 Series and shall be supplied in the following classes:

Nominal Size
1 ¼" DR 11
2" DR 11
3" DR 11
4" DR 11
5" DR 11
6" DR 11
8" DR 11

Pipe shall be manufactured from a PE 3408 resin listed with the Plastic Pipe Institute (PPI) as TR-4. The resin material shall meet the specifications of ASTM D3350-99 with a minimum cell classification of PE345464C. Pipe shall have a manufacturing standard of ASTM D3035 and be manufactured by an ISO 9001 certified manufacturer. The pipe shall contain no recycled compounds except that generated in the manufacturer's own plant from resin of the same specification from the same raw material. The pipe shall be homogeneous throughout and free of visible cracks, holes, foreign inclusions, voids, or other injurious defects.

12.4.2 ASTM 2241 POLYVINYL CHLORIDE PRESSURE PIPE, FITTINGS AND JOINTS - ASTM 2241 PVC shall not be used on this project

FITTINGS:

12.4.3 BUTT FUSION FITTINGS: Butt fusion fittings shall be in accordance with ASTM D3261 and shall be manufactured by injection molding, a combination of extrusion and machining, or fabricated from HDPE pipe conforming to this specification. All fittings shall be pressure rated to provide a working pressure rating no less than that of the pipe. Fabricated fittings shall be manufactured using a McElroy Datalogger to record fusion pressure and temperature. A graphic representation of the temperature and pressure data for all fusion joints made producing fittings shall be maintained as part of the quality control. The fitting shall be homogeneous throughout and free of visible cracks, holes, foreign inclusions, voids, or other injurious defects.

12.4.4 ELECTROFUSION FITTINGS: Electrofusion Fittings shall be PE3408 HDPE, Cell Classification of 345464C as determined by ASTM D3350-99 and be the same base resin as the pipe. Electrofusion Fittings shall have a manufacturing standard of ASTM F1055.

12.4.5 FLANGED AND MECHANICAL JOINT ADAPTERS: Flanged and Mechanical Joint Adapters shall be PE 3408 HDPE, Cell Classification of 345464C as determined by ASTM D3350-99 and be the same base resin as the pipe. Flanged and mechanical joint adapters shall have a manufacturing standard of ASTM D3216. All adapters shall be pressure rated to provide a working pressure rating no less than that of the pipe.

12.4.6 MECHANICAL RESTRAINT: Mechanical restraint for HDPE may be provided by mechanical means separate from the mechanical joint gasket sealing gland. The restrainer shall provide wide, supportive contact around the full circumference of the pipe and be equal to the listed widths. Means of restraint shall be machined serrations on the inside surface of the restrainer equal to or greater than the listed serrations per inch and width. Loading of the restrainer shall be by a ductile iron follower that provides even circumferential loading over the entire restrainer. Design shall be such that restraint shall be increased with increases in line pressure.

Serrated restrainer shall be ductile iron ASTM A536-80 with a ductile iron follower; bolts and nuts shall be corrosive resistant, high strength alloy steel.

The restrainer shall have a pressure rating of, or equal to that of the pipe on which it is used or 150 PSI which ever is lesser. Restrainers shall be JCM Industries, Sur-Grip or pre-approved equal.

Nominal Size	Restraint Width	Serrations per inch
4", 6"	1-1/2"	8
8" 10 & 12"	1-3/4"	8

Pipe stiffeners shall be used in conjunction with restrainers. The pipe stiffeners shall be designed to support the interior wall of the HDPE. The stiffeners shall support the pipe's end and control the "necking down" reaction to the pressure applied during normal installation. The pipe stiffeners shall be formed of 304 or 316 stainless steel to the HDPE manufacturers published average inside diameter of the specific size and DR of the HDPE. Stiffeners shall be by JCM Industries or pre-approved equal.

## 12.5 INSTALLATION

### GENERAL:

12.5.1 PIPE & FITTINGS: Size as indicated on the plans. Install as shown in accordance with manufacturer's recommendations.

### JOINING:

12.5.2 BUTT FUSION: Sections of polyethylene pipe should be joined into continuous lengths on the jobsite above ground. The joining method shall be the butt fusion method and shall be performed in strict accordance with the



pipe manufacturer's recommendations. The butt fusion equipment used in the joining procedures should be capable of meeting all conditions recommended by the pipe manufacturer, including, but not limited to, temperature requirements of 400 degrees Fahrenheit, alignment, and an interfacial fusion pressure of 75 PSI. The butt fusion joining will produce a joint weld strength equal to or greater than the tensile strength of the pipe itself.

12.5.3 SIDEWALL FUSION: Sidewall fusions for connections to outlet piping shall be performed in accordance with HDPE pipe and fitting manufacturer's specifications. The heating irons used for sidewall fusion shall have an inside diameter equal to the outside diameter of the HDPE pipe being fused. The size of the heating iron shall be  $\frac{1}{4}$  inch larger than the size of the outlet branch being fused.

12.5.4 MECHANICAL: Bolted joining may be used where the butt fusion method cannot be used. Flange joining will be accomplished by using a HDPE flange adapter with a ductile iron back-up ring. Mechanical joint joining will be accomplished using either a molded mechanical joint adapter or the combination of a Sur-Grip Restrainer and Pipe Stiffener as manufactured by JCM Industries, Inc. Either mechanical joint joining method will have a ductile iron mechanical joint gland.

12.5.5 OTHER: Socket fusion, hot gas fusion, threading, solvents, and epoxies may not be used to join HDPE pipe.

12.5.5.1 The CONTRACTOR shall furnish a fusing apparatus and generator to the Owner once construction is complete. The fusing apparatus shall be Central Plastic 2A Electric Heater and Bag with Dyes for 2", 1  $\frac{1}{2}$ ", and 1  $\frac{1}{4}$ " HDPE pipe. The generator shall be a North Star portable generator 15,000 surge watts, 13,500 running watts having two 120 volt 20 amp duplex outlets, one 120/240 volt 60 amp outlet, one 120 volt 30 amp locking plug outlet, one 120/240 30 amp locking plug outlet, and a 20 hp electric start Kohler engine.

12.5.6 QUALITY AND WORKMANSHIP: The pipe and/or fitting manufacturer's production facility shall be open for inspection by the owner or his designated agents with a reasonable advance notice. During inspection, the manufacturer shall demonstrate that it has facilities capable of manufacturing and testing the pipe and/or fittings to the standards required by this specification.

12.5.7 PACKAGING, HANDLING & STORAGE: The manufacturer shall package the pipe in a manner designed to deliver the pipe to the project neatly, intact and without physical damage. The transportation carriers shall use appropriate methods and intermittent checks to insure the pipe is properly supported, stacked and restrained during transportation such that the pipe is not nicked, gouged, or physically damaged.

Pipe shall be stored on clean, level ground to prevent undue scratching or gouging. If the pipe must be stacked for storage, such stacking shall be done in accordance with the pipe manufacturer's recommendations. The pipe shall be handled in such a manner that it is not pulled over sharp objects or cut by chokers or lifting equipment. Sections of pipe having been discovered with cuts or gouges in excess of 10% of the pipe wall thickness shall be cut out and removed. The undamaged portions of the pipe shall be rejoined using the heat fusion joining method.

Fused segments of the pipe shall be handled so as to avoid damage to the pipe. Chains or cable type chokers must be avoided when lifting fused sections of pipe. Nylon slings are preferred. Spreader bars are recommended when lifting long fused sections.

## 12.6 CONSTRUCTION PRACTICE

12.6.1 TRENCH CONSTRUCTION: Trenching shall be done in accordance with ASTM D 2321, Section 6 and/or ASTM D2774.

12.6.2 EMBEDMENT MATERIAL: Embedment materials shall be Class I, Class II, or Class III materials as defined by ASTM D 2321, Section 5. The use of Class IV and Class V materials for embedment is not recommended and should be done only with the approval of the engineer. Class I crushed stone and Class II well-graded gravels are preferred. The embedment material shall have an installed density of at least 85% Standard Proctor Density through compaction or consolidation.

12.6.3 BEDDING: The pipe bedding shall be constructed in accordance with ASTM D2321, Section 5, Table 2.

12.6.4 HAUNCHING AND INITIAL BACKFILL: Haunching and initial backfill shall be as specified in ASTM D2774 and/or ASTM D2321, Section 5, Table 2 using Class I, Class II or Class III materials. Materials and compaction shall be specified by the engineer.

## 12.7 TESTING

The completed force main and siphon shall be subjected to a combined pressure and leakage test as described in Section 4 of AWWA C600. The testing shall be subject to the following:

- A) All tests shall be conducted in the presence of the ENGINEER.
- B) The CONTRACTOR shall furnish a recording pressure device to be used for the pressure and leak test. The device shall be a Dickson PR300 Pressure Logger with all appropriate cables and software. The Device and software shall become the property of the OWNER at conclusion of test. The pressure charts from the test shall be retained by the OWNER as evidence of the testing.
- C) All test waters shall be potable water from the OWNER's water distribution system. When connecting to the existing Mountain Water District Potable Water System the CONTRACTOR shall utilize a Reduced Pressure Zone Backflow Prevention device. The device shall be a Zurn / Wilkins RPZ Backflow Preventer Model Number 975XL. The Pressure Zone Backflow Prevention device shall become property of the OWNER at the conclusion of the project. Withdrawals of water from the OWNER's system **must be both authorized and metered.** The OWNER will bill the contractor for all waters used in accordance with its current rate schedule.
- D) The test pressure shall be 100 psi or the maximum operating pressure of the lift station, whichever is greater.
- E) Duration of test shall be no less than two hours.
- F) Where leaks are evident on the surface where joints are covered, the joints shall be recaulked, repoured, bolts retightened or relaid, and leakage minimized regardless of total leakage as shown by test.
- G) All pipe fittings and other materials found to be defective under test shall be removed and replaced.
- H) Lines which fail to meet test requirements shall be repaired and retested as necessary until test requirements are complied with at no additional cost to OWNER.

## 12.8 CONNECTING FORCE MAIN TO MANHOLE

All sanitary sewer force mains to be connected to manholes must connect at the elevation indicated on the design drawings.

## 12.9 CONCRETE THRUST BLOCKS

Concrete thrust blocks shall be provided at all bends in the force main as shown on the Detail Sheets of the Design Drawings.

## 12.10 MEASUREMENT AND PAYMENT

12.10.1 Measurement: Pipe for force mains and siphons in place, complete, successfully pressure tested shall be measured in linear feet along the pipe centerline. Pipe bends will not be measured for separate payment. Bends shall be measured in linear feet. No allowance shall be made for laps or drops at connections.

12.10.2 Payment: Payment for force mains and siphons will be made at the contract unit price for the applicable diameter as set forth in the Bid Schedule. Such payment shall constitute full compensation for all materials, labor, equipment, and incidentals necessary for the completion of the work.

-- THE END --

TABLE "A"

**SPECIFICATION TIME REQUIRED FOR A 0.5 PSIG PRESSURE DROP  
FOR SIZE AND LENGTH OF PIPE INDICATED FOR Q = 0.0015**

1 PIPE DIAMETER (in.)	2 MINIMUM TIME (min: sec)	3 LENGTH for MINIMUM TIME (ft)	4 TIME FOR LONGER LENGTH (sec)	Specification Time for Length (L) Shown (min:sec)								
				100 ft	150 ft	190 ft	250 ft	300 ft	350 ft	400 ft	450 ft	
4	1:53	597	.190 L	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427 L	2:50	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760 L	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42	5:42
10	4:43	239	1.187 L	4:43	4:43	4:43	4:57	5:56	6:55	7:54	8:54	8:54
12	5:40	199	1.709 L	5:40	5:40	5:42	7:08	8:33	9:58	11:24	12:50	12:50
15	7:05	159	2.671 L	7:05	7:05	8:54	11:08	13:21	15:35	17:48	19:02	19:02
18	8:30	133	3.846 L	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51	28:51
21	9:55	114	5.235 L	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16	39:16
24	11:19	99	6.837 L	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17	51:17
27	12:45	88	8.653 L	14:25	21:38	28:51	36:04	43:16	50:30	57:42	46:54	46:54
30	14:10	80	10.683 L	17:48	26:43	35:37	44:31	53:25	62:19	71:13	80:07	80:07
33	15:35	72	12.926 L	21:33	32:19	43:56	53:42	64:38	75:24	86:10	96:57	96:57
36	17:00	66	20.384 L	25:39	38:28	51:17	64:06	76:55	102:34	89:44	115:23	115:23

SOURCE: UNI-B-6-82

## SECTION XIII

## TECHNICAL SPECIFICATIONS

Pressure Sewer Laterals  
&  
Building Sewer

## 13.1 SCOPE

Furnish all labor, material, equipment and incidentals required to install, complete and ready for operation, all sanitary sewer service laterals as shown on the Drawings and as specified herein.

## 13.2 SPECIAL REQUIREMENTS

The CONTRACTOR will encounter a variety of house connection situations. These include:

a. Existing Service Replacement Lateral. Sewers for most of this project will be constructed in existing residential neighborhoods. Since the existing homes already have sanitary disposal systems (straight pipes, septic tanks, combined sewers, etc.), there is a danger that the landowners will not connect to the new sewer system and defeat the water quality improvement objectives of this project. Consequently, where possible, the CONTRACTOR will be required to follow the procedure outlined in 13.4 herein to completely connect existing residents to the new sewers.

Any connection of a lateral within the limits of the project easements is covered by the DOW construction permit. Any connection of a lateral beyond the limits of the easements is **NOT** covered by the DOW construction permit and, therefore, requires a plumbing permit, a plumbing inspection, and actual connection by a licensed plumber. It is a project requirement that the CONTRACTOR obtain all necessary permits, schedule the required inspections, pay all fees, and have a licensed plumber as a member of his construction field personnel. The provision of these services shall be considered incidental to the unit price bid for 4 inch gravity sewer pipe.

**13.3 GENERAL****13.3.1 Building Sewer**

NONE

**13.3.2 Pressurized Sewer Line**

All polyethylene pipe and tubing furnished under these specifications shall conform to all applicable requirements of the latest revision of the following standards, unless otherwise specified herein;

- AWWA C-901: Specification for Polyethylene Pressure Pipe, Tubing, and Fittings, ½" through 3" for Water.
- ASTM D2239: Specification for Polyethylene (PE) Plastic Pipe (SIDR-PR) (Iron Pipe Size, Inside Diameter)
- ASTM D2737: Specification for Polyethylene (PE) Plastic Tubing (Copper Tube Size, Outside Diameter)
- ASTM D3350: Specification for Polyethylene Plastics Pipe and Fittings Materials.

NSF #13 and #61

**13.4 MATERIALS****13.4.1 Building Sewer**

PVC pipe and fittings shall be used for all gravity sanitary sewer laterals. The pipe shall be extruded from Type I, Grade 1, polyvinyl chloride material, designated as PVC 1120, meeting ASTM specifications D3034, Type PSM, with a standard dimension ratio of SDR 35.

**13.4.2 Pressure Sewer Laterals**

The pipe shall be Chevron Phillips Performance Pipe Series 5100 or approved equal. The laterals shall be of Iron Pipe Size (IPS) ID ASTM D2239.

Nominal Size	Outside Dimension	Approximate ID
1.25"	1.774	1.380

The pipe and fitting material shall have a classification number of 355434C in accordance with ASTM D3350. The pipe shall also have a pressure rating of 160 PSI. In addition, the material must exceed 1000 hours when tested in accordance with the Ring Environmental Stress Crack Resistance Test (Radar Ring Test) with fewer than 20% failures. Also, the extruded pipe shall have impact strengths greater than 15 ft#/in. at 32° Fahrenheit when tested in accordance with the (ASTM D256 Sharpie Impact Test). The material shall be of

virgin quality. The pipe supplier shall provide a representative to instruct the CONTRACTOR's crew on Butt Fusion and installation and witness the first twenty joints.

The pipe shall be homogeneous throughout and free of visible cracks, holes, foreign inclusions or other injurious defects. It shall be uniform in color, opacity, density and other physical properties.

Butt fusion of the pipe fittings shall be performed in accordance with the pipe manufacturer's recommendations as to equipment and technique. The fusion operation shall be performed by an individual who has demonstrated the ability to fuse polyethylene pipe in the manner recommended by the pipe supplier.

### 13.5 INSTALLATION

#### 13.5.1 Building Sewer Lateral

Couplings or sleeves for connecting pipes of different sizes or materials shall be made of ductile iron such as those manufactured by Muller Co., Dresser or Clow. Rubber couplings, such as those made by Fernco, will not be allowed. The OWNER and CONTRACTOR shall meet with the landowner to determine a mutually agreeable location for each lateral prior installation. The CONTRACTOR shall lay a four-inch building connection line from the existing building sewer to the new grinder unit, IF, and only IF, the landowner signs up for sewer service and pays the Water District's tap fee. This four inch sewer is referred to herein as the 'building sewer'.

If the CONTRACTOR completes a 'building sewer' connection, he shall smoke test the landowner's system to verify that roof leaders or other storm drainage sources have not been connected to the new sewer. The abandoned, or disconnected, service connection shall be suitably plugged or reconnected to a storm drainage system as applicable.

All house laterals, unless otherwise specified or directed, shall be standard PVC pipe as specified hereinbefore and as indicated on the Drawings. Trenching, pipe laying, joints and backfilling shall conform to the requirements set forth herein for pipe laying.



The pipe shall be laid on a uniform grade from the grinder pump to the existing sewer.

The installation of house connections shall not occur until the pressure sewer is ready for service.

### **13.5.2 Pressure Sewer Lateral**

Refer to the Sanitary Sewer Force Main Specification for Installation of Pressurized Sewer Pipe.

## **13.6 MEASUREMENT AND PAYMENT**

### **13.6.2 House Sewer Laterals**

House Sewer Laterals shall be measured as four inch lateral lines (house connection to Grinder Basin) in place, complete, successfully pressure tested, shall be measured in linear feet along the pipe centerline. Pipe fittings in the collector sewer (wyes, tees) will be measured "each." The length of fittings measured for payment will be deducted from the lineal feet of pipe laid to avoid double payment. Pipe bends will not be measured for separate payment. Pipe bends shall be included in the linear feet of pipe. No allowance shall be made for laps or drops at connections.

There shall be no separate measurement or special payment for disconnecting / reconnecting existing building sewers, for smoke testing existing building sewer systems, for four inch to six inch PVC adaptors, or for other work associated with installing building sewer systems as same shall be considered incidental to cost for four inch gravity sewer. CONTRACTOR should prepare his unit price bid accordingly.

CONTRACTOR SHOULD NOTE THAT HOUSE LATERAL FOOTAGE IS AN ESTIMATE AND COULD VARY SIGNIFICANTLY. ESTIMATE WAS ASSUMED TO BE 40 FEET PER HOME.

### **13.6.3 Pressure Sewer Laterals**

Pressure Sewer Lateral shall be measured as 1.25" lateral lines (Grinder Basin to Collector Force Main) in place, complete, successfully pressure tested, shall be measured in linear feet along the pipe centerline.

13.6.4 **Payment:** Payment for pipe will be made at the contract unit price per linear foot for each pipe diameter as set forth in the Bid Schedule. Payment for fittings shall be made at the contract price "each" as set forth in the Bid Schedule. Such payment shall constitute full compensation for all materials, labor, equipment, and incidentals necessary for the completion of the work. Plug and rebar for marking the ends of laterals shall be considered incidental to the linear foot price of pipe.

-- THE END --

**SECTION XIV****TECHNICAL SPECIFICATIONS****PRESSURE SEWER LATERAL ASSEMBLY****14.1 SCOPE**

Furnish all labor, material, equipment and incidentals required to install, complete and ready for operation, a connection of a 1.25" force main from a residential grinder station to a force main or gravity sewer main as shown on the Drawings and as specified herein.

**14.2 QUALITY ASSURANCE/SUBMITTALS**

14.2.1 Submit five copies of itemized summary of source of manufacture of each item in pressure connection. Provide manufacturer's certification of compliance with specification for each item.

**14.3 MATERIALS**

14.3.1 Pressure Pipe: The HDPE 1.25" force main is covered under the force main section of these specifications.

14.3.2 Pressure Sewer Lateral Assembly: The pressure sewer lateral assembly shall be made of brass. The assembly shall include:

- 1) a brass male 1.25" x PVC pack joint coupling as manufactured by Ford Meter Box Company, Inc., or equal;
- 2) two brass male 1.5" x CTS pack joint couplings as manufactured by Ford Meter Box Company, Inc., or equal;
- 3) a female 1.5" brass swing check valve, Legend Valve model T-451, or equal;
- 4) a 1.5" heavy duty forged brass full port ball valve, Legend Valve model T- 1001, or equal;
- 5) a 1.5" brass threaded close nipple as manufactured by BMI Canada, or equal.

All valves shall be rated for 200 psi service. Valves shall have the appropriate compression end fittings for the specified service tubing. The brass swing check valve shall

be rated for 125 psi service. Check valves shall have the appropriate compression end fittings for the specified service tubing. Entire assembly shall be suitable for housing in a 17"x30"x18" meter box.

14.3.3 Meter Box and Lid: The pressure sewer lateral assembly shall be housed in a 17"x30"x18" rectangular structural foam material meter box as manufactured by Pentek, or equal. The meter box shall be equipped with a green T-Cover equal to Carson Industries, LLC model 1419-4.

14.3.4 HDPE Tapping Saddle Assembly: If the 1.25" HDPE force main is to be connected to another HDPE force main, the CONTRACTOR shall attach to the main a double strap iron service saddle with a 1.5" branch equal to model F202 as manufactured by Ford Meter Box Company. The branch length shall be suitable for connection to the corporation stop of the pressure sewer lateral assembly. The ballcorp corporation stop shall be 1.5" x CTS brass with a fluorocarbon-coated brass ball valve as manufactured by Ford Meter Box Company, or equal.

14.3.5 Gravity Main Tapping Saddle: If the 1.25" HDPE force main is to be connected to a PVC gravity main, a tapping saddle will be required. Tapping saddles shall be Smith Blair 313-872-10 suitable for connection to PVC pipe with OD between 7.69 and 8.72 inches. Each saddle shall be furnished with a C8655 "compression couple by male" fitting to allow an 1.25" compression connection to the 1.25" HDPE force main.

#### 14.4 INSTALLATION

14.4.1 Taps: Taps (where required) shall be made in accordance with the manufacturer's directions. The tap shall be protected by 6" of fine sand or gravel as indicated in the detail drawings.

14.4.2 Meter Box Setting: The meter boxes shall be set in a neat and workmanlike manner. The lid of the meter box shall be set:

- 1) Away from paved surfaces.
- 2) 0.5" above grade in improved lawns, and
- 3) 2" above grade in unimproved areas.

**14.5 MEASUREMENT AND PAYMENT**

14.5.1 Measurement: "Pressure Sewer Lateral Assembly" shall be measured 'Each.' For purposes of measurement and payment, no distinction shall be made between connections to HDPE force mains or connections to gravity sewer mains. The "Pressure Sewer Lateral Assembly" is defined to include the pressure sewer lateral assembly, meter box and lid, and HDPE tapping saddle assembly (or brass tapping saddle, as applicable).

14.5.2. Payment: Payment for "Pressure Sewer Lateral Assembly" will be made at the Contract Unit Price 'each' as set forth in the Bid Schedule for the actual quantity measured. Payment 'each' shall be considered full compensation for all materials, labor, equipment and incidentals necessary for the completion of the work.

-- THE END --

**SECTION XV****TECHNICAL SPECIFICATIONS****VALVES****15.1 SCOPE**

This work shall consist of furnishing and installing Valves on 6", 4", 3" and 2" High Density Polyethylene pipe.

**15.1.A QUALITY ASSURANCE/SUBMITTALS**

15.1.A.1 Submit five copies of manufacturer's certification of compliance with applicable AWWA specifications. Certificate to be signed by corporate officer having authority to legally bind the company.

**15.2 MATERIALS**

15.2.1 General: Valves 3" and larger shall be gate valves. Valves less than 3" shall be thermoplastic ball valves (Nordstrom or equal).

15.2.2 Gate Valves: All gate valves shall be iron body, nonrising stem, fully bronze mounted (Mueller or approved equal). VALVES SHALL BE RATED FOR WORKING WATER PRESSURES OF 150 PSI. Valves shall be of standard manufacture and of the highest quality both as to materials and workmanship.

All gate valves for "below ground" service shall be furnished with mechanical joint end connections. Gate valves for "above ground" (or pit) installations shall be furnished with flanged end connections.

All gate valves shall have the name or monogram of the manufacturer, the year the valve casting was made, the size of the valve, and the working water pressure cast on the body of the valve.

Each gate valve for "below ground" service shall be installed in a vertical position with a valve box, as shown in the Design Drawings. Gate valves set with boxes shall be provided with a two inch square operating nut and shall be opened by turning to the left (counterclockwise). Each gate valve for "above ground" (or pit) installations shall be furnished with a hand wheel operator.

15.2.3 Ball Valves: Two inch valves shall be thermoplastic ball valves manufactured from glass reinforced nylon materials (Nordstrom or equal).

15.2.4 Valve Box and Cover: The valve box and cover shall be of cast iron construction (Clow F-2450, or equal) and shall be engraved with the word "water".

15.2.5 Valve Marker: Each valve assembly shall be delineated by a valve marker as detailed in the Drawings. The marker shall consist of a 3" yellow PE pipe embedded vertically adjacent to the valve. The marker shall include a weatherproof label identifying the valve owner and provide an emergency phone number for the owner.

15.2.6 Plug: If the gate valve is to be installed at the end of a line the CONTRACTOR shall provide one full joint of ductile iron pipe with cap beyond the valve.

### 15.3 INSTALLATION

Trenching, bedding, and backfilling requirements for gate valves shall conform to the installation requirements for water lines and fittings. The base of the valve shall be anchored in concrete as shown in the Design Drawings. The valve box shall be installed vertically, centered over the stem of the operating nut. The valve box base shall be placed at least two inches above the flanged joint of the valve cover. The top of the operating nut should be no higher than the hub or upper part of the valve box base where it connects to the center section.

### 15.4 MEASUREMENT AND PAYMENT

15.4.1 Measurement: Valves for buried service in-place, tested, and accepted shall be measured each. Valves installed in vaults, pits, and pumping stations shall be considered incidental to the complete price for the vault, pit or pumping station and shall not be measured for separate payment.

15.4.2 Payment: Valves measured for payment shall be paid for at the contract price "each" as set forth in the Bid Schedule. Payment as specified shall be considered as full compensation for all labor, materials, equipment, and incidentals necessary to perform the work as required. The valve box and cover shall be considered incidental to the installation and shall not be measured for separate payment.

-- THE END --

**SECTION XVI****TECHNICAL SPECIFICATIONS****AIR RELEASE VALVE AND PIT****16.1 SCOPE**

The CONTRACTOR shall provide all labor, tools, materials and equipment to furnish and install air and vacuum release valves and pits as shown on the Design Drawings and as directed.

**16.2 QUALITY ASSURANCE/SUBMITTALS**

Submit five copies of the following:

Documentation to substantiate compliance with materials section of this specification.

**16.3 MATERIALS**

- A. Tapping Saddle: Tapping saddles shall be of double band type construction.
- B. Pipe: All pipe shall be 2" HDPE DR-11 and maintain a working pressure of 160 psi.
- C. Combination Air Valve:
  - All air release valves shall be combination air/vacuum release valves designed for raw sewage and effluent. The valve shall be a model D-0252T as manufactured by A.R.I or approved equal.
  - Each valve is to have: 2" N.P.T. intake; corrosion resistant conical body of reinforced nylon ; corrosion resistant non-metallic operating mechanism; stainless steel spring loaded float to allow for system vibrations and turbulence; & working pressures of 3-240 PSI.
- D. A 2" brass isolation valve shall be furnished for installation between the discharge pipe and air valve.
- E. Valves with steel or cast iron bodies or internal parts that are corrosive, are not acceptable.



- F. Valve Pit: Valve pit shall be a manhole Type "B" in accordance with Section XIV of these specifications.

#### 16.4 INSTALLATION

Installation shall include the complete assembly with pit and top, shut-off valves, blow-offs, air valves, isolation valve, piping, fittings, and union, all complete and ready for operation in general conformance with the Drawings. Work in and around the pit will be done in a workmanlike manner leaving the top of the box one inch above the original ground surface.

#### 16.5 MEASUREMENT AND PAYMENT

- A. Measurement: Air and Vacuum Release Valve and Pit assemblies shall be measured each.
- B. Payment: Air and Vacuum Release Valve and Pit assemblies, in-place and accepted, shall be paid for at the contract unit price each as established in the Bid Schedule. Payment as specified shall be considered full compensation for all labor, materials, equipment, and incidentals necessary to perform the work as required.

-- THE END --

**SECTION XVII****TECHNICAL SPECIFICATIONS****PAVEMENT REPLACEMENT****17.1 PURPOSE**

The purpose of this section is to outline requirements for the proper replacement of roadway and parking lot surfaces damaged through installation of utilities and the construction of new surfaces to serve the completed facilities.

**17.2 QUALITY ASSURANCE/SUBMITTALS**

- A) All standards, material, methods of installation, equipment and construction shall be in accordance with the current edition of the Kentucky Department of Highways (KYDOH) publication "Standard Specifications for Road and Bridge Construction," except as modified herein.
- B) Submit five copies of the following:
  - 1) Documentation to substantiate compliance with the materials section of this specification.

**17.2 GENERAL**

Existing paving in roadways, entrances, parking lots, etc. shall be restored to a condition equal to that which existed before the work began and to the satisfaction of the OWNER. In restoring improved surfaces new pavement is required. No permanent surface shall be placed within thirty (30) days after backfilling shall have been completed, except by order of the ENGINEER!

It is a project requirement that the CONTRACTOR furnish a temporary pavement equal in character to the existing pavement damaged by the construction within thirty (30) days of the completion of the trench backfilling. The CONTRACTOR shall maintain this temporary pavement until such time as the CONTRACTOR effects the permanent pavement replacement as set forth herein. CONTRACTOR'S INSTALLATION AND MAINTENANCE OF TEMPORARY PAVEMENT REPLACEMENT SHALL BE AT CONTRACTOR'S SOLE EXPENSE. This project requirement is established to encourage CONTRACTOR to complete permanent pavement replacements at the earliest possible date following backfilling.

### 17.3 PAVEMENT REPLACEMENT CLASSES

Pavement replacement includes the following types or classes:

- 1) Bituminous Pavement Replacement without Concrete Sub-Slab.
- 2) Concrete Pavement Replacement.
- 3) Gravel Surface Replacement.

### 17.4 MATERIALS

17.4.1 Bituminous Concrete Surface: Bituminous concrete conforming to Sections 401 and 402 of the current edition of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction shall be used for replacement of all existing bituminous surfaces. All bituminous material aggregates, mineral fillers, tack and seal coats shall meet the appropriate materials specifications of the aforementioned Department of Highways publication. Before placing any bituminous surface, the CONTRACTOR shall submit the design plant mix for the ENGINEER'S approval. This submittal shall address both the last date the mix was approved by the Department of Highways and the location where the mix was most recently used.

17.4.2 Concrete Surface: Concrete for pavement replacement shall be a mixture of Portland Cement, fine aggregate, coarse aggregate, with or without air extraintment, as required, combined in the proportions, mixed, and placed as specified for Class "A" concrete in Sections 501 and 601 of the publication Standard Specifications for Road and Bridge Construction, (1983 Edition, Kentucky Transportation Cabinet, Department of Highways).

17.4.3 Dense Graded Aggregate: Dense graded aggregate used for a base shall be a durable, crushed limestone meeting the requirements of Section 805 of the publication Standard Specifications for Road and Bridge Construction, (1983 Edition, Kentucky Transportation Cabinet, Department of Highways).

## 17.5 INSTALLATION OF BITUMINOUS SURFACES

17.5.1 General: The class of bituminous surface that will be used is Bituminous Pavement Replacement for Pavements without Concrete Sub-Slab. The definition of this class is as follows:

- a) "Bituminous Pavement Replacement without Concrete Sub-Slab" does not require a concrete sub-slab. The pavement thickness shall be no less than the existing pavement thickness. The pavement width shall not exceed the maximum widths as specified in the Detail Drawings.

17.5.2 Base Preparation: The pipe trench shall be backfilled as indicated on the Detail Drawings. This backfill shall be cut back, shaped, graded, and compacted. A base course of 6" of dense graded aggregate shall then be placed and compacted.

For Full Width Pavement Replacement/Construction the base course shall be prepared as follows:

- a. Compact 6" of DGA in pipe trench per the Detail Drawings.
- b. Clean the existing pavement of construction debris (mud, gravel, etc.) This requires brooming!
- c. Potholes, ruts, and other severely deteriorated portions of existing pavement shall be patched with bituminous base.
- d. The cleaned and patched surface shall be jointly inspected by the CONTRACTOR and the ENGINEER. The surface must be accepted in writing by the ENGINEER before tacking operations begin.
- e. The cleaned and patched surface shall be shot with 0.4 lb/sy of RS-2 tack.

17.5.3 Surface Course: The prepared pipe trench shall be paved with bituminous concrete Class I per the Detail Drawings. For full width construction, the full surface width shall receive a 2" base course and 1" surface course of bituminous concrete Class I per the Detail Drawings.

## 17.6 INSTALLATION OF CONCRETE SURFACES

17.6.1 Base Course: The pipe trench shall be backfilled as indicated on the Design Drawings. This backfill shall be cut-back, shaped, graded and compacted. A base course of 6" of dense graded aggregate shall then be placed and compacted.

17.6.2 Surface Course: The existing concrete pavement shall be cut-back with a concrete saw the distance as specified on the Design Drawings so that the final surface can be placed in a strip of uniform width. The subgrade shall be shaped, graded and compacted as directed by the ENGINEER. Class "A" concrete as described herein shall be placed to the greater of the existing pavement thickness or 6". The concrete slab shall be reinforced with 6" x 6" No. 4 wire mesh.

## 17.7 INSTALLATION OF GRAVEL SURFACES

17.7.1 Gravel Pavement Replacement: The pipe trench shall be backfilled as indicated on the Design Drawings. The trench backfill shall be cut-back, shaped, graded and compacted. A 6" course of dense graded aggregate shall then be placed and compacted.

## 17.8 MEASUREMENT AND PAYMENT

17.8.1 Measurement: There shall be no measurement for payment as the work shall be Lump Sum.

17.8.2 Payment: Payment shall be made at the Lump Sum contract Price as set forth in the Bid Schedule for the applicable contract. Payment as specified shall constitute full compensation for all labor, materials, equipment and incidentals necessary to complete the work.

-- THE END --

**SECTION XVIII****TECHNICAL SPECIFICATIONS****BORE AND/OR ENCASE****18.1 SCOPE**

This work shall consist of furnishing and installing steel encasement pipes for sanitary sewer lines and force mains by boring, jacking, or open cut methods.

**18.1.A Quality Assurance/Submittals**

18.1.A.1 Submit five copies of certified mill test report on steel encasement pipe.

**18.2 GENERAL**

The CONTRACTOR shall comply with the previously obtained permits and approvals for completion of this work. Copies of the permits and/or approvals are reproduced in the Permits section of this document.

**18.3 MATERIALS**

18.3.1 Encasement Pipe: Encasement pipe shall be steel, plain end, uncoated, unwrapped, have continuously welded joints and have a yield point strength of 35,000 psi and conform to AWWA Specifications C200. The minimum wall thickness of the pipe shall be as indicated in the Detail Drawings.

In general, the inside diameter of the encasement pipe shall be 4 inches greater than the largest outside diameter of the carrier pipe. The Detail Drawings provide a table from which required encasement pipe diameters may be derived.

Field welding of encasement pipe shall be performed by a certified welder in accordance with the requirements of AWWA Specification C206-82.

18.3.2 Seals: A removable watertight rubber seal shall be used to seal the annulus between the excavation and the encasement pipe.

**18.4 INSTALLATION - BORE AND JACK**

No distinction shall be made between boring through earth or boring through rock. The CONTRACTOR shall conduct his own investigation of subsurface conditions and shall base his bid on his own findings.

The jacking will be allowed in one direction only. The installation procedure must provide for the placement of the encasement pipe concurrently with the removal of the soil.

Grouting between the excavation and the encasement pipe will be required if ordered by the ENGINEER or if, for any reason, the excavation exceeds one (1) inch larger than the outside diameter of the liner. Grout holes shall be provided in the tunnel lining with a spacing not to exceed four and one-half (4.5) feet measured longitudinally. The location of the holes shall be varied around the periphery of the encasement pipe to suit field conditions which will permit the proper grouting sequence to insure complete filling of void spaces outside the encasement pipe. The CONTRACTOR shall fill all the void space outside the encasement pipe with Portland Cement grout. The machine used for grouting shall permit the application of a pressure up to seventy-five (75) pounds per square inch in excess of any external water pressure. A gage shall be provided which will accurately indicate working pressure and this gage shall be carefully watched during grouting operations. The pressure shall at no time be allowed to exceed that considered safe or which would distort the encasement pipe. Grout pipes shall be one and one-half (1½) inches inside diameter.

The carrier pipe shall be installed after the encasement pipe is in place. The installation of the carrier pipe shall be in accordance with the manufacturer's specifications using casing skids as shown in the Detail Sheets of the Design Drawings. After the carrier pipe has been installed, inspected, and tested as specified, both ends of the encasement pipe shall be closed with a removable, water-tight "boot" in a manner acceptable to the OWNER.

#### **18.5 INSTALLATION - OPEN CUT**

Where the encasement pipe is placed in open cut, the encasement pipe trenching, bedding, laying, and backfilling shall conform to the requirements of the applicable sections of these Specifications. The carrier pipe shall be installed after the encasement pipe is in place. The installation of the carrier pipe shall be in accordance with the manufacturer's specification using casing skids as shown in the Detail Sheets of the Design Drawings. After the carrier pipe has been installed, inspected, and tested as specified, both ends of the cover pipe shall be closed with a removable, watertight "boot" in a manner acceptable to the OWNER.

**18.6 MEASUREMENT AND PAYMENT**

18.6.1 Measurement: "Bore and Encase for 'X' inch Pipe" of the applicable diameter will be measured by the linear foot of steel encasement pipe furnished, installed, inspected and accepted. "Open Cut Encase for 'X' inch Pipe" of the applicable diameter will be measured by the linear foot of steel encasement pipe furnished, installed, inspected and accepted.

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18.6.2 Payment: Payment for "Bore and Encase for 'X' inch Pipe" of the applicable diameter will be made at the contract unit price per linear foot as set forth in the Bid Schedule for the number of feet of encasement pipe measured. Payment for "Open Cut Encase for 'X' inch Pipe" of the applicable diameter will be made at the contract unit price per linear foot as set forth in the Bid Schedule for the number of feet of encasement pipe measured. Such payment shall constitute full compensation for all materials, labor, equipment and incidentals necessary for the completion of the work. Carrier pipe installed in the encasement pipe will be measured and paid for as indicated in the applicable sections of these Specifications.

-- THE END --



**SECTION XIX****TECHNICAL SPECIFICATIONS****RESIDENTIAL WASTEWATER PUMPING STATIONS****19.1 SCOPE**

Provide all labor, materials, and equipment necessary for furnishing and installing underground residential submersible sewage pumping station(s) complete and in proper operating condition. The work includes all work shown or implied on the Drawings. The work includes (but is not limited to):

1. Coordination of final station location and controls location with resident and OWNER.
2. Furnishing, installation and start-up of factory built simplex submersible grinder pump station complete with enclosure, plumbing and controls.
3. All related electrical work required to place the pumping unit in service including connection of the station's power supply to the property owner supplied junction box.
4. **Connection of the resident's sewer lateral to the completed pump station.**
5. All related site work including clearing, grading, trenching, backfilling, surface restoration, clean-up, etc.

Installation of the Pumping Station force main is covered under a separate section of these specifications and is not a part of this specification.

**19.2 QUALITY CONTROL**

19.2.1 Base Bidding: These specifications and the Drawings are based on provision of an Environmental One submersible pumping unit. To simplify repairs and inventory of spare parts, the OWNER has mandated that The SUCCESSFUL BIDDER (CONTRACTOR) may not submit an equal submittal.

19.2.2 Guarantee: The manufacturer of the submersible pumping station shall guarantee all equipment supplied against defects in workmanship and material for a period of sixty (60) months after notice of OWNER's acceptance, but no

greater than sixty-five (65) months after receipt of shipment. The OWNER will report any defects found during the warranty period to the MANUFACTURER.

In the event a component fails to perform as specified or is proven defective in service during the warrents period, the Manufacturer shall repair or replace such defective part without cost to the OWNER. He shall further provide, without cost, such labor as may be required to replace, repair, or modify major equipment components.

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19.2.3 Start-Up: The manufacturer shall provide the services of a factory-trained representative to perform initial start-up of the pumping units and to instruct the OWNER's operating personnel in the operation and maintenance of the equipment.

### 19.3 SUBMITTALS

19.3.1 Submit five (5) bound copies of the following:

1. Manufacturer's warranty/guarantee.
2. Pump station Shop Drawings complete with station drawing, electrical schematics, and accessory components.
3. Pump station O & M Manuals. Manuals are to provide basic instructions for preventative and cyclic maintenance, sources of spare parts, etc.

### 19.4 MATERIALS - WET WELL

19.4.1 TANK: Fiberglass Construction. The tank shall consist of a single wall, laminated fiberglass construction. The resin used shall be of a commercial grade suitable for the environment. The reinforcing material shall be a commercial grade of glass fiber capable of bonding with the selected resin. The inner surface shall have a smooth finish and be free of cracks and crazing. The exterior tank surface shall be relatively smooth with no exposed fiber or sharp projections present.

The tank wall and bottom shall be of sufficient thickness and construction to withstand the imposed loading due to saturated soil at the specified burial depth for each available tank height. All station components must function normally when exposed to the external soil and hydrostatic pressures developed at the specified burial depth. The tank bottom shall be reinforced with a fiberglass plate extending

beyond the tank walls to support concrete anchoring, as required, to prevent flotation. The tank shall include a solid fiberglass cover, secured with threaded stainless steel fasteners, providing low profile mounting.

The pump discharge piping components shall be 1-1/4" IPS and consist of PVC pipe fittings, a PVC ball valve, rated at 200 psi WOG, with integral union to facilitate piping disconnect. Installation of the pump discharge piping shall require field assembly by the installing party. The tank shall have a discharge bulkhead, which terminates outside the tank wall with a 1-1/4" female pipe thread. The discharge bulkhead shall be factory installed and warranted by the manufacturer to be watertight. The tank shall be furnished with an EPDM grommet to accept a 4.50" OD (4" DWV or SCHD 40) inlet pipe. The power and control cable shall connect to the pump by means of the provided NEMA 6P electrical quick disconnect (EQD) and shall enter the tank through a watertight strain relief connector supplied by the manufacturer. Installation of the inlet grommet and cable strain relief shall require field penetration of the tank wall by the installing party. Provision shall be made for tank venting in the 4" inlet line in accordance with national and local plumbing code requirements.

## **19.5 MATERIALS - PUMPS**

19.5.1 PUMP: The pump shall be a custom designed, integral, vertical rotor, motor driven, solids handling pump of the progressing cavity type with mechanical seal. The rotor shall be constructed of stainless steel. The stator shall be of a specifically compounded ethylene propylene synthetic elastomer. Buna-N is not acceptable as a stator material. The material shall be suited for domestic wastewater service. Its physical properties shall include high tear and abrasion resistance, grease resistance, water and detergent resistance, temperature stability, good aging properties, and outstanding wear resistance.

The pump(s) shall be capable of delivering 15 GPM against a total dynamic head of 0 feet (0 PSIG) and 9 GPM against a total dynamic head of 138 feet (60 PSIG) at a maximum of 8.0 amps. The pump(s) must also be capable of operating at negative total dynamic head without overloading the motor(s). Under no conditions shall in-line piping or valving be allowed to create a false apparent head.

19.5.2 MECHANICAL SEAL: The pump shall be provided with a mechanical shaft seal to prevent leakage between the motor and pump. The seal shall have a stationary ceramic seat and

carbon rotating surface with faces precision lapped and held in position by a stainless steel spring.

19.5.3 GRINDER: The grinder shall be placed immediately below the pumping elements and shall be direct-driven by a single, one-piece stainless steel motor shaft. The grinder impeller assembly shall be securely fastened to the pump motor shaft. The grinder will be of the rotating type with a stamped, stainless steel shredder ring assembly spaced in accurate, close annular alignment with the driven impeller assembly, which shall carry two hardened, 400 series stainless steel cutter bars.

This assembly shall be dynamically balanced and operate without vibration over the entire range of specified operating pressures. The grinder shall be constructed so as to eliminate clogging and jamming under all normal operating conditions including pump starting. Sufficient vortex action shall be created to scour the tank free of deposits or sludge banks, which would impair the operation of the pump. These requirements shall be accomplished by the following, in conjunction with the pump:

1. *The grinder shall be positioned in such a way that solids are fed in an upward flow direction.*
2. *The grinder inlet shroud shall have a diameter no less than 5 inches.*
3. *At maximum flow, the average inlet velocity must not exceed 0.2 feet per second.*
4. *The impeller mechanism must rotate at a nominal speed of no greater than 1800 rpm.*

The grinder shall be capable of reducing all components in normal domestic sewage, including a reasonable amount of "foreign objects," such as paper, wood, plastic, glass, rubber and the like, to finely divided particles that will pass freely through the passages of the pump and the 1-1/4" diameter discharge piping.

## **19.6 MATERIALS - PUMP MOTORS**

The motor shall be a 1 HP, 1725 RPM, 240 Volt 60 Hertz, 1 Phase, capacitor start, ball bearing, squirrel cage induction type with a low starting current not to exceed 30 amperes and high starting torque of 8.4 foot pounds. Inherent protection against running overloads or locked rotor conditions for the pump motor shall be provided by the

use of an automatic-reset, integral thermal overload protector incorporated into the motor.

#### **19.7 MATERIALS - CHECK VALVE**

The pump discharge shall be equipped with a factory installed, gravity operated, flapper-type integral check valve secured to the stainless steel pump discharge elbow. The check valve will provide a full-ported passageway when open, and shall introduce a friction loss of less than 6 inches of water at maximum rated flow. Working parts will be made of a 300 series stainless steel and fabric reinforced synthetic elastomer to ensure corrosion resistance, dimensional stability, and fatigue strength. A non-metallic hinge shall be an integral part of the flapper assembly providing a maximum degree of freedom to assure seating even at a very low backpressure. The valve body shall be injection-molded parts made of glass filled thermoplastic.

Provision by the installing party shall be made for the supply and installation of a separate check valve in the 1 1/4" service lateral between the grinder pump station and the sewer main, preferably next to the curb stop.

#### **19.8 MATERIALS - CONTROLS**

CONTROLS: All necessary controls shall be located in the control cover of the core unit. The control cover will be attached with stainless steel fasteners. The grinder pump will be furnished with a length of 6 conductor 14 gauge, type SJOW cable, pre-wired and watertight to meet UL requirements. Non-fouling waste water level detection for controlling pump operation shall be accomplished by monitoring the pressure changes in an integral air-bell level sensor connected to a pressure switch. The level detection device shall have no moving parts in direct contact with the wastewater. High-level sensing will be accomplished in the manner detailed above by a second, independent, air-bell sensor and pressure switch of the same type.

To assure reliable operation of the pressure sensitive switches, each core shall be equipped with a breather assembly, complete with a suitable means to prevent entry of water into the motor compartment.

ALARM/DISCONNECT PANEL: Each Grinder Pump Station shall include a NEMA 3R, Alarm/Disconnect Panel suitable for wall or pole mounting. The NEMA 3R enclosure shall be manufactured of corrosion resistant thermoplastic and be furnished with a hinged cover and pad lock.

For each core, the panel shall contain one (1) - 15 amp, double pole circuit breaker for the power circuit and one (1) 15 amp single pole circuit breaker for the alarm circuit. The Alarm/Disconnect Panel shall include a visual high-level alarm indicator. The visual alarm lamp shall be inside a red fluted lens mounted to the top of the enclosure in such a manner as to maintain NEMA 3R rating. The alarm sequence is to be as follows:

1. *When liquid level in the tank rises above the alarm level, the contacts on the alarm pressure switch will close and the visual alarm will illuminate on the control panel.*
2. *The visual alarm will remain illuminated until the sewage level in the tank drops below the "off" setting of the alarm pressure switch.*

#### **19.9 MATERIALS - CORE UNIT**

Pump units with slide away couplings shall be provided. The slide away coupling shall allow the pump to be installed or removed without requiring personnel to enter the wet well. The Grinder Pump Station shall have an easily removable core assembly consisting of the pump, motor, grinder, all motor controls, check valve, anti-siphon valve, EQD and wiring. The grinder pump core unit shall be furnished with polypropylene lifting harness connected to the pump body to facilitate easy removal when necessary. All mechanical and electrical connections must provide easy disconnect accessibility for core unit removal and installation.

#### **19.10 MATERIALS - ACCESSORIES**

- A. All materials exposed to wastewater shall have inherent corrosion protection. Acceptable corrosion protection includes epoxy powder-coated cast iron, fiberglass, stainless steel, polyethylene, nylon, and PVC.
- B. **Spare core assemblies shall be included with the total order for the residential grinder pump package as indicated on the bid schedule.**
- C. Electrical Systems & Components - All electrical systems and components shall be in full accordance with the current edition of the National Electrical Code. All power supply lines and control lines to the pump station shall be fully encased in rigid conduit meeting

NEC requirements. All electrical systems and components in wet wells and enclosed spaces shall comply with National Electrical Code requirements for Class I, Group D, Division 1 locations and shall be suitable for use in corrosive environments. All conduits extending from the wet well to the control panel shall be sealed at the entrance to the control panel to prevent the intrusion of corrosive gases! The control circuitry shall be provided with "Ground Fault" interruption protection, which will de-energize the circuit in the event of any failure in the electrical integrity of the pump power cable.

## 19.11 INSTALLATION

19.11.1 Maintenance of Service: Wastewater service shall be maintained throughout the construction activity. No discharge to surface waters shall be allowed.

19.11.2 Installation shall be in accordance with the Manufacturer's requirements and the referenced codes and specifications.

19.11.3 Excavation: CONTRACTOR shall select means, methods, sequences and techniques of construction to both protect adjacent properties and to provide a stable, safe working environment. Decision as to whether to use sheet piles with wales and struts, manhole trench box, piles and lagging, or other methods of excavation support shall be the CONTRACTOR'S.

19.11.4 Backfilling: Before backfilling is started, the excavated pit shall be cleared of all rubbish and debris and shall be de-watered. The backfill material shall be free of frozen lumps, vegetation and debris. Backfill material shall be placed in uniform horizontal layers not exceeding 6 inches in thickness (loose measure). As a precaution against the development of unbalanced stresses, the backfill shall be placed and compacted symmetrically about the excavation to 95% of Standard Proctor Density.

The grading shall be brought to the level of the existing topography or to the elevations established by the ENGINEER. Final dressing shall be accomplished by such methods as may be necessary to produce a uniform and smooth finish to all parts of the regrade. The surface shall be free from clods greater than two inches in diameter.

19.11.5 Electrical: The electrical connection of the residential grinder pump station shall be in accordance to all state and federal electrical codes and shall be connected

separately from all other electrical devices (i.e. no piggy-backing).

## 19.12 TESTING

19.12.1 Electrical: All electrical work shall be inspected and approved by an electrical inspector. Two copies of the Certificate of Approval shall be provided to the ENGINEER before final acceptance.

19.12.2 Pump Test: The completed installation shall be given a running test of all equipment. While the pump(s) is/are running, all piping and seals shall be checked to insure that no leaks occur. All controls and warning indicators shall be checked for proper operation.

19.12.3 Smoke Test: The CONTRACTOR shall smoke test the resident's incoming sewer system (in the presence of the ENGINEER) to verify that roof leaders are not connected to the grinder system. A written report of all smoke testing, with emphasis on non-complying homeowners, shall be furnished to the ENGINEER at the completion of the project.

19.12.4 Repair: Any defects or failure to meet the requirements of these specifications shall be promptly corrected by the CONTRACTOR by replacement. The decision of the OWNER as to whether or not the CONTRACTOR has fulfilled his obligation shall be final and binding on all parties.

## 19.13 MEASUREMENT AND PAYMENT

19.13.1 Measurement: The payment categories for Residential Grinder Stations are as follows:

- Item 5a - Install Residential Grinder Pump Station, Complete, In-Place
- Item 5b - Pressure Sewer Lateral Assembly
- Item 5c - Complete Residential Grinder Pump Package - Materials
- Item 5d - Extra Vertical Height for Grinder Pump Stations - Materials
- Item 5e - Extra Vertical Height for Grinder Pump Stations

The OWNER has already bid items 5c and 5d. The OWNER will purchase these items from an authorized representative of E-One. Once the Owner has delivered these Items to the CONTRACTOR, The CONTRACTOR is responsible FOR ALL MATERIALS AND PROPER STORAGE. **Item 5c is to include spare core assemblies to be suitably stored by the CONTRACTOR at the OWNER'S designated maintenance facility.** The CONTRACTOR shall



place the balance of his costs to complete the work under this specification in Items 5a and 5b.

Please Note: The work of Items 5a, 5b, and 5e shall include (but not be limited to):

1. Coordination of final station location and controls location with resident and OWNER.
2. Furnishing, installation and start-up of factory built simplex submersible grinder pump station complete with enclosure, plumbing and controls.
3. All related electrical work required to place the pumping unit in service including connection of the station's power supply to the resident's power center (light panel). At a minimum this work will include coordination with the resident, a small light panel (where fuse boxes are present); a 30 amp circuit breaker; a NEMA 3R/4 (breaker type) disconnect of the appropriate amperage, wiring, conduit, and related electrical accessories.
4. Connection of the resident's sewer lateral to the completed pump station.
5. Acceptance testing of the completed grinder pump station installation including electrical inspection of wiring and smoke test of resident's plumbing.
6. All related site work including clearing, grading, trenching, backfilling, surface restoration, clean-up, etc.

19.13.2 Payment: Payment shall be made at the unit price ('each', 'VF' or 'LF' as applicable) for the actual number of units furnished / installed (as applicable) as set forth in the Contract. Payment as specified for Items '5a' through '5e' shall constitute full compensation for all labor, materials, equipment and incidentals necessary to complete the work specified herein and no other separate payment shall be made. It is noted that the force main from the grinder station is a separate pay item and is not included as a part of this section.

-- THE END --

**SECTION XX**

**TECHNICAL SPECIFICATIONS**

**GRAVITY SANITARY SEWER LINES**

**20.1 SCOPE**

The purpose of this section is to outline the requirements for the proper construction of gravity sanitary sewer lines and facilities appurtenant thereto.

20.1.1 Construction Tolerances: Contractor shall provide necessary leveling equipment to check the elevation of the flow line of the pipe as follows:

GRADE	FLOW LINE ELEVATION CHECK	ALLOWABLE ERROR
.004 - .008	Every 100 feet	+ .03
.008 - .012	Every 150 feet	+ .05
Above .012	Every 190 feet	+ .07

20.1.2 Quality Assurance/Submittals

Submit five copies of the following:

- A) Documentation to substantiate pipe material's compliance with these specifications.
- B) Submit five copies of CONTRACTOR'S Bedding and Backfilling Plan. At a minimum the plan shall:
  1. Identify/acknowledge the segments of pipe line to be backfilled using "open", "gravel", and "paved" criteria,
  2. Include a Proctor Curve for the backfill material for every 1900 LF of pipe trench (curve to be prepared and sealed by a geotechnical engineer licensed in the State of Kentucky),

3. Include quarry's material certification for all aggregates utilized for bedding, haunching, and initial protective backfill, and
  4. Include name and qualifications of CONTRACTOR'S nuclear density technician (technician must be a full time employee of CONTRACTOR, spot checks by a subcontracting testing firm are not acceptable).
- C) Documentation of low pressure air testing, mandrel testing, and infiltration checks.

## 20.2 MATERIALS

All pipe, joint, and fittings for the sanitary sewer shall be constructed of the materials as indicated on the Design Drawings.

11.2.1 Polyvinyl Chloride Pipe and Fittings (PVC) - PVC pipe and fittings shall be extruded from Type I, Grade 1, polyvinyl chloride material designated as PVC 1119, meeting ASTM Specifications D 3034, Type PSM, and a standard dimension ratio of SDR 35.

The pipe shall be homogeneous throughout and free from cracks, holes, foreign inclusions or other defects. The pipe shall be as uniform as commercially practical in color. The workmanship, pipe dimensions and tolerances, outside diameters, wall thickness, eccentricity, sustained pressures, marking and all other requirements of the Commercial Standards CS 256-63 shall be conformed within all respects.

Pipe shall be furnished in 10 foot lengths. The pipe shall have a bell on one end. Male ends of pipe must be beveled on the outside. Pipe shall have a ring painted around the male end or ends in such a manner as to allow field checking of setting depth of pipe in the socket. This requirement is made to assist construction superintendents and inspectors in visual inspection of pipe installation.

Pipe must be delivered to job site by means which will adequately support it and not subject it to undue stress. In particular, the load shall be so supported that the bottom rows of pipe are not damaged by crushing. Pipe shall be unloaded carefully and strung or stored as close to the final point of placement as is practical. Pipe must not be exposed to the direct rays of the sun for an extended period of time as per manufacturer recommendations. If pipe is not to be installed shortly after delivery to the job site, it must be stored in a shaded location and strung as needed.

20.2.2 Ductile Iron Pipe, Fittings and Joints: Ductile iron pipe shall conform to the latest AWWA Specifications C151 (ANSI A21-51) with standard thickness as designated in AWWA C150. Thickness class shall be as follows:

DIAMETER	PRESSURE CLASS
8" - 12"	350
14" - 30"	250

The interior of the pipe shall be cement-mortar lined with bituminous seal coat in accordance with AWWA C104 (ANSI A21.4). Thickness of the lining shall be as set forth in Section 4-10-1 of the aforementioned specifications unless otherwise directed by the OWNER. The exterior of all pipe, unless otherwise specified, shall receive either a coal tar or asphalt base coating a minimum of one mil thick.

Where ductile iron pipe is to be installed in corrosive soil conditions, the pipe shall be protected by an eight mil thick polyethylene encasement meeting the requirements of ANSI A21.14. Such corrosive soils include but are not limited to salt marshes, saturated alkaline soils, cinder fills, areas of decaying vegetation, and waste dumps.

Bends and fittings shall be Mechanical Joint Compact Ductile Iron fittings, conforming to AWWA Specifications C153 for short body iron fittings. Fittings shall be tar-coated outside and shall receive the standard cement lining with bituminous seal coat on the inside as specified for the ductile iron pipe.

Joints shall be of the push-on (AWWA C111), mechanical joint (AWWA C111), flanged (AWWA C115) or ball and socket type as called for in the Plans. Bells for push-on type joints shall have an annular recess in the pipe socket to accommodate a single rubber gasket. Plain ends shall be suitably beveled to permit easy entry into the bell. The gasket is locked in place against displacement as the joint is assembled.

Mechanical joints shall be bolted and of the stuffing box type and shall consist of a bell with exterior flange and interior recess for the sealing gasket, a pipe or fitting plain end, a sealing gasket, a follower gland, tee-head bolts and hexagon nuts.

Joints for all bends and fittings for buried service shall be mechanical joint type only (AWWA C111). Flanged joint pipe shall be used in vaults, pits and above ground service installation. Flanged joint pipe may not be used for buried service.

20.2.3 Geotextile Type III - Geotextiles shall be woven or non-woven geotextile fabrics meeting the material and strength requirements for Type III fabrics as set forth in Section 215 of the Kentucky Department of Highways publication "Standard Specifications for Road and Bridge Construction."

20.2.4 Bedding Stone - Bedding stone shall be durable crushed limestone meeting the requirements of Section 805 of the Current Edition of the Kentucky Department of Highways publication "Standard Specifications for Road and Bridge Construction."

### 20.3 INSTALLATION

20.3.1 Trench Excavation - Unless specifically directed otherwise by the ENGINEER, not more than 500 feet of trench shall be opened ahead of the pipe laying work of any crew and not more than 500 feet of open ditch shall be left behind the pipe laying work of any one crew.

All backfilled ditches shall be maintained in such a manner that they will offer no hazard to the passage of traffic. The convenience of the traveling public and property owners abutting shall be taken into consideration. All public or private drives shall be taken into consideration and shall be promptly backfilled or bridged. Excavated materials shall be disposed of so as to cause the least interference.

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Trenches in which pipes are to be laid shall be excavated in open cut to the depths shown on the approved plans. The minimum allowable trench width shall not be less than the outside diameter of the pipe plus eight inches. Where rock is encountered, it shall be removed to a minimum depth of four inches below the pipe bells.

Unless specifically authorized by the ENGINEER, trenches shall in no case be excavated or permitted to become wider than two feet six inches plus the nominal diameter of the pipe at the level of or below the top of the pipe. If the trench does become wider than two feet six inches at the level of or below the top of the pipe, special precautions may be necessary, such as providing compacted granular fill up to the top of the pipe or providing pipe with additional crushing strength as determined by the ENGINEER. This determination shall take into account the actual trench loads that may result and the strength of the pipe being used.

All excavated materials shall be placed a minimum of two feet back from the edge of the trench. Where conditions exist that may be conducive to slides or cave-ins, proper and adequate sheeting, shoring and bracing shall be installed (as described hereafter) to provide safe working conditions and to prevent damage of work.

20.3.1.1 Trench Rock: "Sanitary sewer trench rock" is defined as any material which cannot be excavated from the pipe trench with an excavator (Caterpillar 320) having a break out force rated at not less than 35,750 lbs. and occupying an original volume of at least one (1.0) cubic yard.

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"Sanitary sewer trench rock" will **NOT** be measured on this project for separate payment. **All excavation shall be unclassified.** THE CONTRACTOR IS EXPECTED TO EMPLOY A ROCK TRENCHER OR HOE RAM AS NECESSARY AND PREPARE HIS BID ACCORDINGLY.

20.3.1.2 Trench Drainage: The CONTRACTOR shall maintain all excavations free of water. He shall provide all dams, flumes, channels, sumps, or other works necessary to keep the excavation entirely clear of water and shall provide and operate pumps or other suitable equipment of adequate capacity for dewatering the excavation. He shall avoid producing mud in the trench or channel bottoms by his operations. If necessary, or so directed by the ENGINEER, the CONTRACTOR shall place crushed stone at his own expense to maintain a firm, dry excavation bottom and base. Pipe bedding, laying, jointing, and the placing of concrete shall be done in a water-free trench or excavation. The water shall be disposed of at the CONTRACTOR's expense. Waters removed from excavations shall not be disposed of in the sanitary sewer system.

Where the excavation extends below the water table, and lowering of the water table is necessary to prevent excessive inflows and maintain stability within the excavation, dewatering shall be performed. The CONTRACTOR shall use well points, sump pumps, or any other method of dewatering as required to lower the water table below the bottom of the excavations in a manner that will prevent the loss of fine soil particles. He shall obtain the ENGINEER's approval prior to the use of special dewatering equipment other than well points or sump pumps. Dewatering operations are considered incidental to the work and no additional compensations shall be made to the CONTRACTOR. Prior to beginning the work, the CONTRACTOR shall obtain, at his

expense, the necessary dewatering permits from the Commonwealth of Kentucky, Department of Natural Resources and Environmental Protection Cabinet (KNREPC).

20.3.1.3 Obstructions: In cases where storm sewers, gas lines, water lines, telephone lines, and other utilities, or other underground structures are encountered, they shall not be displaced or molested unless necessary, in which case they shall be replaced in as good condition as found as quickly as possible.

The CONTRACTOR shall notify the utility companies 48 hours prior to excavation adjacent to their facilities.

20.3.1.4 Shoring, Sheet piling and Bracing: Where unstable material is encountered or where the depth of excavation in earth exceeds six feet, the sides of the trench or excavation shall be supported by substantial sheeting, bracing and shoring, or the sides sloped to an angle of repose. Sloping the sides of the ditch to the angle of repose will not be permitted in streets, roads, narrow rights-of-way or other constructed areas unless otherwise specified. The design and installation of all sheetings, sheet piling, bracing and shoring shall be based on computations of pressure exerted by the materials to be retained under construction 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 the supporting computations) for review prior to the CONTRACTOR undertaking any portion of the work.

Foundations adjacent to where the excavation is to be made below the depth of existing foundation, shall be supported by shoring, bracing or underpinning as long as the excavation shall remain open, or thereafter if required to insure the stability of the structure supported by the foundation, and the CONTRACTOR shall be held strictly responsible for any damage to said foundation.

Solid sheeting will be required for wet or unstable material. It shall consist of continuous vertical sheet piling of timber or steel with suitable walls and



braces.

Care shall be taken to avoid excessive backfill loads on the completed pipelines, and the requirements that the width of the ditch at the level of the crown of the pipe be not more than two feet six inches plus the nominal diameters of the pipe shall, as set out hereinbefore, be strictly observed.

Trench sheeting shall not be removed until sufficient backfill has been placed to protect the pipe.

All sheeting, planking, timbering, bracing and bridging shall be placed, renewed and maintained as long as necessary.

20.3.1.5 Blasting: Blasting is not permitted on this project. In the event a situation arises where blasting cannot be avoided, the following shall apply. All blasting operations shall be conducted in accordance with the municipal ordinances, State laws, and Section 9 of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, Inc. All explosives shall be stored in conformity with said ordinances, laws and safety regulations. Any damage done by blasting is the responsibility of the Contractor and shall be promptly and satisfactorily repaired by him.

All shots shall be covered with heavy timber or steel blasting mats to prevent flying material. Unless otherwise specified or directed, delay caps shall be used to reduce earth vibrations and noise.

All blasting operations shall be covered by public liability insurance, or if said public liability insurance does not cover blasting, the CONTRACTOR shall have separate public liability insurance to cover his blasting operations.

All blasting operations shall be supervised and performed by qualified personnel.

20.3.2 Pipe Bedding: In all cases the foundation for pipes shall be prepared so that the entire load of the backfill on top of the pipe will be carried on the barrel of the pipe and insofar as possible where bell and spigot pipe are involved so that none of the load will be carried on the bells.

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Where undercutting and granular bedding are involved, the depth at the bottom of the bells of the pipe will be at least four inches above the bottom of the trench as excavated.

Supporting of pipe shall be as set out hereinbefore, and in no case shall the supporting of pipe on blocks be permitted. The Design Drawings present typical approved bedding methods.

20.3.2.1 Earth Foundation: All pipe shall be laid on a six inch bed of granular material to provide continuous support for the lower section of the pipe. Granular bedding shall be #9 crushed stone. Granular bedding shall be mechanically compacted prior to pipe placement.

20.3.2.2 Rock Foundation: If the trench bottom is in rock the excavation shall be undercut to a minimum depth of six inches below the bottom of the pipe. The pipe shall be laid on a bed of granular material to provide continuous support for the lower section of the pipe. Granular bedding shall be #9 crushed stone. Granular bedding shall be mechanically compacted prior to pipe placement.

20.3.2.3 Special Bedding: In wet, yielding mucky locations where pipe is in danger of sinking below grade or floating out of line or grade, or where backfill materials are of such a fluid nature that such movements of the pipe might take place during the placing of the backfill, the ENGINEER may order "Special Pipe Bedding." When the ENGINEER orders "Special Pipe Bedding" (in writing), the CONTRACTOR shall:

- a. overexcavate the mucky subgrade to the depth directed,
- b. install a Type III geotextile as illustrated in the detail drawings,

- c. backfill the geotextile with bedding stone, and
- d. overlap the geotextile envelope in accordance with the detail drawings.

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It is to be expressly understood that "Special Pipe Bedding" may only be employed upon written order of the ENGINEER.

20.3.3 Laying Pipe: The laying of sewer pipe in finished trenches shall be commenced at the lowest point so that the spigot or tongue ends point in the direction of flow.

If the CONTRACTOR desires, he may use a laser beam instrument to set the grades on sewer lines in lieu of using a grade string and batter boards set from grade stakes. In using such an instrument, the CONTRACTOR shall be responsible for maintaining grades and elevations as called for on drawing profiles, and any variances found shall be corrected by the CONTRACTOR.

All pipe lengths shall be laid with ends abutting and true to line and grade as given by the ENGINEER. They shall be fitted and matched so that when laid they will form a sewer with a smooth and uniform invert. Supporting of pipe shall be as set out hereinbefore under "Pipe Bedding" and in no case shall the supporting of pipe on blocks be permitted.

Branches, fittings and specials for sewer lines shall be provided and laid as and where directed by the ENGINEER or shown on the plans.

Before each piece of pipe is lowered into the trench, it shall be thoroughly inspected to insure its being clean. Any piece of pipe or fitting which is known to be defective shall not be laid or placed in the lines. Any defective pipe or fitting discovered after the pipe is laid shall be removed and replaced with a satisfactory pipe or fitting. In case a length of pipe is cut to fit in a line, it shall be so cut as to leave a smooth end at right angles to the longitudinal axis of the pipe.

Granular bedding material as specified hereinbefore, shall be used to correct irregularities in the earth trench subgrade.

The interior of the pipe, as the work progresses, shall be clean. When laying of any pipe is stopped for any reason, the exposed end of such pipe shall be closed with a plywood plug fitted into the pipe bell, so as to exclude earth or other material.

No backfilling (except for securing pipe in place) over pipe will be allowed until the ENGINEER, or his representative has made an inspection of the joints, alignment and grade in the section laid, but such inspection shall not relieve the CONTRACTOR of further liability in case of defective joints, misalignment caused by backfilling and other such deficiencies that are noted later.

20.3.4 Concrete Cradle, Anchors or Encasement: Concrete cradle or encasement of sewer lines and/or fittings shall be placed where shown on the plans. Sewers on 19 percent slopes or greater shall be anchored securely with concrete anchors, spaced as follows:

- A) Not over 36 feet center to center on grades 19 percent and up to 35 percent.
- B) Not over 24 feet center to center on grades 35 percent and up to 50 percent
- C) Not over 16 feet center to center on grades 50 percent and over

Concrete shall be KYDOH Class "B" and shall be mixed sufficiently wet to permit it to flow under the pipe to form a continuous bed. In tamping concrete, care shall be taken not to disturb the grade or line of pipe or injure the joints.

For this contract, concrete for pipe encasement and anchors is considered an incidental item included in the linear foot price of pipe.

20.3.5 Jointing Pipe: The pipe joints described shall be installed in accordance with the manufacturer's recommendations.

20.3.6 Backfilling Pipeline Trenches: All backfilling shall be accomplished in accordance with the bedding and backfilling detail provided in the Design Drawings. Any variances must be approved in writing by the ENGINEER.

When directed by the ENGINEER, the CONTRACTOR shall add water to the backfill material or dry out the material when needed to attain a condition near optimum moisture content for a maximum density of the material when it is tamped. The CONTRACTOR shall obtain a compaction of the backfill as indicated in the detail drawings at a moisture content within two percent of optimum.

Before final acceptance, the CONTRACTOR will be required to level off all trenches or to bring the trench up to the level of the surrounding terrain. The CONTRACTOR shall also remove from roadways, rights-of-way and/or private property all excess earth or other materials resulting from construction.

When the pipe trench crosses a street or roadway, the CONTRACTOR shall be responsible for maintaining the trench surface in a level condition at proper pavement grade at all times.

In all cases walking or working on the completed pipelines except as may be necessary in tamping or backfilling will not be permitted until the trench has been backfilled to a point one foot above the top of the pipe. The filling of the trench and the tamping of the backfill shall be carried on simultaneously on both sides of the pipe in such a manner that the completed pipeline will not be disturbed and injurious side pressures do not occur.

In all cases the pipe bedding, haunching and trench backfilling shall be done strictly according to the details in the plan set.

#### **20.4 TESTING OF GRAVITY SEWER LINES**

The testing of gravity sewers shall be accomplished by the CONTRACTOR as described herein. All gravity sewer lines shall be subjected to the following tests:

- a. Visual Inspection/Test.
  - b. Leakage (Infiltration/Exfiltration).
  - c. Low pressure Air Test.
  - d. Deflection Test.
- 

#### 20.4.1 Test Methodologies

- a. **Preparation.** Upon completion of backfilling and grading for the pipe reach to be tested, and immediately prior to testing activities, the CONTRACTOR shall clean the sewer of all debris and trash by rodding with appropriate tools. All proposed sewer laterals for the pipe reach to be tested must be in-place, temporarily plugged, and backfilled in the reach to be tested. THE CONTRACTOR SHALL PROVIDE BY-PASS PUMPING OF INTERRUPTED SEWER SERVICES AT NO ADDITIONAL COST TO THE OWNER FOR THE DURATION OF THE TESTING ACTIVITY
- b. **Visual Inspection/Test.** The ENGINEER shall visually inspect the pipe reach to be tested, in the presence of the CONTRACTOR, after CONTRACTOR completes the preparatory cleaning activities. If the ENGINEER's visual inspection reveals obvious defects such as obstructions or leakage, or if the inspection reveals that the CONTRACTOR has not maintained the pipe on a 'gun barrel straight' line and grade from manhole to manhole, the ENGINEER shall notify the CONTRACTOR and OWNER in writing of the pipe sections failing the visual inspection. The CONTRACTOR shall subsequently repair or replace all defective materials and/or workmanship, necessary to meet the visual test requirements, at no additional cost to the OWNER.
- c. **Leakage.** The CONTRACTOR shall conduct a leakage test in the presence of the ENGINEER. If the groundwater table is more than two feet above the invert of the pipe, an infiltration test shall be conducted. If the groundwater table is less than two feet above the invert of the pipe, the CONTRACTOR shall conduct an exfiltration test. To test for leakage, the pipe reach shall be isolated with removable plugs. For an

infiltration test, the volume of water which enters the sewer in a 24 hour period is to be determined. For an exfiltration test the sewer is to be filled with water to a point two feet above the upstream invert, and the volume of water lost over a 24 hour period is to be determined. Leakage shall not exceed 190 gallons per mile of pipe per inch of pipe diameter. All leaks detected by this testing procedure shall be repaired even though leakage is within limits. If leakage is not within limits, the CONTRACTOR shall repair or replace all defective materials and/or workmanship, and retest, as necessary to demonstrate that the repaired section meets the leakage requirements, at no additional cost to the OWNER.

d. **Low Pressure Air Test.** The CONTRACTOR shall conduct low pressure air testing in the presence of the ENGINEER. The air tests shall be conducted in accordance with the latest edition of the UNI-BELL Plastic Pipe Association Standard UNI-B-6-82 "Recommended Practice for Low-Pressure Air Testing of Installed Sewer Pipe."

All ties and ends of sewer services shall be plugged with flexible joints, plugs or caps securely fastened to withstand the internal test pressures. Such plugs or caps shall be readily removable, and their removal shall provide a socket suitable for making a flexible jointed lateral connection or extension.

The pipe must be clean prior to testing (See **Preparation**).

Air shall be slowly supplied to the plugged pipe installation until the internal air pressure is 4.0 pounds per square inch greater than the average back pressure of any ground water that may submerge the pipe. At least two minutes shall be allowed for temperature stabilization.

The air test requirements shall be satisfied if the time required (in seconds) for the pressure to decrease from 3.5 to 3.0 pounds per square inch (greater than groundwater backpressure) is not less than that shown in the "Specification Time Table" (Table A). The ENGINEER

shall determine the test time for pipe test lengths not provided in Table A. If the time for the indicated 0.5 psi pressure loss is less than the stated limits, the CONTRACTOR shall repair or replace all defective materials and/or workmanship, and retest, as necessary to demonstrate that the repaired section meets the air test requirements, at no additional cost to the OWNER.

e. **Deflection Test (PVC and HDPE Pipe).** No less than 30 days after the completion of backfilling, the CONTRACTOR shall pass a calibrated mandrel, or other approved device, through the sewer pipe to demonstrate that no pipe deflection greater than 5 percent of the inside diameter of the pipe has occurred. The CONTRACTOR shall repair or replace all pipes exhibiting greater than 5 percent deflection, and retest, as necessary to demonstrate compliance with deflection criteria, at no additional cost to the OWNER.



TABLE "A"

**SPECIFICATION TIME REQUIRED FOR A 0.5 PSIG PRESSURE DROP  
FOR SIZE AND LENGTH OF PIPE INDICATED FOR Q = 0.0015**

1 PIPE DIAMETER (in.)	2 MINIMU M TIME (min: sec)	3 LENGTH for MINIMU M TIME (ft)	4 TIME FOR LONGER LENGTH (sec)	Specification Time for Length (L) Shown (min:sec)								
				100 ft	150 ft	200 ft	250 ft	300 ft	350 ft	400 ft	450 ft	
4	1:53	597	.190 L	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427 L	2:50	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760 L	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42	5:42
10	4:43	239	1.187 L	4:43	4:43	4:43	4:57	5:56	6:55	7:54	8:54	8:54
12	5:40	199	1.709 L	5:40	5:40	5:42	7:08	8:33	9:58	11:24	12:50	12:50
15	7:05	159	2.671 L	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02	20:02
18	8:30	133	3.846 L	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51	28:51
21	9:55	114	5.235 L	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16	39:16
24	11:20	99	6.837 L	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17	51:17
27	12:45	88	8.653 L	14:25	21:38	28:51	36:04	43:16	50:30	57:42	46:54	46:54
30	14:10	80	10.683 L	17:48	26:43	35:37	44:31	53:25	62:19	71:13	80:07	80:07
33	15:35	72	12.926 L	21:33	32:19	43:56	53:42	64:38	75:24	86:10	96:57	96:57
36	17:00	66	16.384 L	25:39	38:28	51:17	64:06	76:55	102:34	89:44	115:23	115:23

SOURCE: UNI-B-6-82

**20.5 MEASUREMENT AND PAYMENT**

20.5.1 Measurement: Gravity Sanitary Sewer Pipe in place, complete, successfully pressure tested shall be measured in linear feet along the pipe centerline. Pipe fittings (wyes, tees) will be measured "each." The length of fittings measured for payment will be deducted from the lineal feet of pipe laid to avoid "double" payment. Pipe bends will not be measured for separate payment. Bends shall be measured in linear feet. No allowance shall be made for laps or drops at connections.

"Special Pipe Bedding" - ordered in writing by the ENGINEER - in place and accepted shall be measured by the ton of bedding stone actually placed (to the top of the geotextile envelope). There will be no separate measurement of Geotextile Type III or other incidentals.

20.5.2 Payment: Payment for pipe will be made at the contract unit price per linear foot for each pipe diameter as set forth in the Bid Schedule for the actual quantities measured. Payment for fittings shall be made at the contract price "each" as set forth in the Bid Schedule. Such payment shall constitute full compensation for all materials, labor, equipment, and incidentals necessary for the completion of the work.

Payment for "Special Pipe Bedding" - ordered in writing by the ENGINEER - shall be made at the contract unit price per ton for the actual quantity measured. There shall be no separate payment for Geotextile Type III or other incidentals.

**THE END**

## SECTION XXI

## TECHNICAL SPECIFICATIONS

FLOWABLE FILL CONCRETE ENCASEMENT  
FOR  
SANITARY SEWERS IN CLOSE PROXIMITY TO POTABLE WATER LINES

## 21.1 SCOPE

This work shall consist of furnishing and placing flowable fill as an alternate to compacted soil as approved by the ENGINEER as described in Division 600 and Division 800 of the current edition "Transportation Cabinet Standards Specifications for Road and Bridges Construction" for the state of Kentucky herein known as "Standard Specifications". Flowable fill may only be used when ordered in writing by the Engineer. Applications for this material include encasement for new sanitary sewer force main that is in close proximity to potable water lines. Flowable fill will "NOT" be used for thrust blocks, vertical anchors, kickers, or any other application that does not directly relate to encasement of pipe as called out within the Plan Set.

## 21.2 QUALITY ASSURANCE/SUBMITTALS

Submit six (6) copies of the following:

- a. Source of concrete and mix design,
- b. Concrete tickets (on delivery),
- c. Concrete field test results (on delivery-per KYDOH),
- d. Concrete strength testing (testing in accordance with "Standard Specifications")

## 21.3 MATERIALS

All materials shall meet the requirements of Section 800 of the "Standard Specifications".

## 21.4 MIX DESIGN

Use the flowable fill mixture design as described in the "Standard Specifications".

If the CONTRACTOR chooses to deviate from the specified proportions and materials then he/she shall make and test a batch of at least 4 cubic yards to ensure that the mix will have flow and density

characteristics suited for the intended use. The CONTRACTOR shall submit mix designs for flowable fill to the ENGINEER for approval.

#### 21.5 CONSTRUCTION:

When used as backfill for pipe, where flotation or misalignment may occur, correct alignment shall be ensured by means of straps, soil anchors, or other approved means of restraint.

Flowable fill shall be protected from freezing for a period of 36 hours.

#### 21.6 JOBSITE ACCEPTANCE:

Acceptance of Flowable fill will be based on documentation as outlined in the "Standards Specifications".

Contractor shall demonstrate that all mixtures shall be firm within 3 hours and shall also apply to the following guidelines:

- 1) When performing the open-ended cylinder modified flow test the flow shall be 8 inches.
- 2) The mixture shall bleed freely within 10 minutes.
- 3) The mixture shall support a 150-pound person within 3 hours.

#### 21.7 MEASUREMENT AND PAYMENT

- A. Measurement: "Flowable Fill", when ordered in writing by the Engineer, shall be measured by cubic yard.
- B. Payment: "Flowable Fill", in-place and accepted, shall be paid for at the contract unit price per cubic yard as established in the Bid Schedule. Payment as specified shall be considered full compensation for all labor, materials, equipment, and incidentals necessary to perform the work as required.

-- THE END --

**SECTION XXII**  
**TECHNICAL SPECIFICATIONS**  
**SEEDING, CLEAN-UP & LANDSCAPING**

**22.1 SCOPE**

The purpose of this section is to outline the requirements for proper seeding, clean-up, and landscaping of all areas disturbed by construction.

**22.2 SUBMITTALS**

Submit six copies of documentation demonstrating compliance with the materials requirements of this specification.

**22.3 SEEDING AND CLEAN-UP**

22.3.1 General: All areas disturbed by construction which are not specifically designated for future construction 'by others' shall be seeded in accordance with this specification.

22.3.2 Requirements: Seeding shall be accomplished as described hereinafter. Unless otherwise specified by the OWNER, all areas to be seeded shall be left smooth and thickly sown with a mixture of grasses at a rate of not less than 87 pounds per acre. Unless otherwise specified, the mixture shall consist of 60 percent Kentucky Fescue #31, 30 percent Creeping Red Fescue, and 10 percent White Clover. After completion of rough grading in seeding areas, the CONTRACTOR shall apply agricultural limestone at a rate of 4 tons/ac and then re-distribute previously stockpiled site topsoils to a loose depth of 6 inches. The topsoil shall then be fertilized with number 12-12-12 fertilizer at a rate of 1000 pounds per acre. After fertilizer has been distributed, the CONTRACTOR shall disc or harrow the ground to thoroughly work the fertilizer into the soil. The seed shall then be broadcast either by hand or by approved sowing equipment at the rate specified. The CONTRACTOR shall protect the seeded area with straw mulch or hay mulch at a rate of two tons per acre. Plastic netting shall be used to anchor the mulch on all slopes steeper than 3:1. **All seed shall be certified.** Any necessary reseeding or repairing shall be accomplished by the CONTRACTOR prior to final acceptance. Cleanup, grading, seeding, and planting or restoration of all areas shall begin immediately. Exposed areas shall not remain unprotected for more than seven days.

22.3.3 Success and Maintenance: All areas seeded shall have a ninety (90) percent vegetative cover of lawn grasses, free of noxious weeds, at the end of the first growing season. Additionally, no individual area of bare ground, where seeding has been unsuccessful, shall exceed one square yard in surface area. CONTRACTOR shall be responsible for full expense of corrective seeding necessary to meet this performance criterion. OWNER shall incur no expense for

remedial seeding.

22.3.4 Equivalency: These seeding specifications are intended to establish an attractive cover of lawn grasses. The CONTRACTOR may submit an alternate plan for establishment of vegetative cover. However, no alternative revegetation methodology shall be employed without the express written approval of the ENGINEER. If the CONTRACTOR employs an alternative revegetation methodology, he is still bound by the Success and Maintenance requirements of this specification.

## 22.4 LANDSCAPING

Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees that receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks damaged by construction shall be treated with a tree dressing.

During the course of construction, some existing vegetation may be damaged to an extent that the ENGINEER believes it will not survive. The ENGINEER may then direct the CONTRACTOR to replace said vegetation upon completion of the construction. THE ENGINEER MUST APPROVE (IN WRITING) ALL LANDSCAPING ACTIVITIES (and the cost of same) PRIOR TO THEIR PERFORMANCE. PAYMENT WILL NOT BE MADE FOR ANY LANDSCAPING ACTIVITIES PERFORMED WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER.

## 22.5 MEASUREMENT AND PAYMENT

22.5.1 Measurement: There shall be no measurement for "Seeding and Cleanup" as the work shall be Lump Sum. Landscaping shall be performed on a direct cost basis as described in payment. The bid schedule will provide for a predetermined "Landscape Allowance" budget.

22.5.2 Payment: Payment for "Seeding and Cleanup" shall be made at the Lump Sum contract price as set forth on the Bid Schedule. Payment as specified shall constitute full compensation for all labor, materials, equipment and incidentals necessary to complete the "Seeding and Cleanup" work specified herein.

The fixed amount shown on the Bid Schedule for "Landscape Allowance" represents the ENGINEER'S best estimate of the cost of repairing existing landscape features. The method of payment shall be reimbursement of the actual, documented costs of replacement plus five (5) percent. The ENGINEER must pre-approve the type, location, and cost of all landscape plantings as set forth above. Payment as specified shall constitute full compensation for all labor, materials, equipment and incidentals necessary to complete the "Landscaping" work specified herein.

-- THE END --

**SECTION XXIII**  
**TECHNICAL SPECIFICATIONS**  
**FLUSHING CONNECTIONS**

**23.1 GENERAL**

23.1.1 DESCRIPTION: The work of this Section includes furnishing and installation of a force main flushing connections pipe, fittings, valves, valve boxes, valve marker, complete, as indicated in the Contract Documents, including labor, tools, materials and equipment.

23.1.2 CONTRACTOR SUBMITTALS: Submit six copies of the following: Documentation to substantiate compliance with materials section of this specification.

**23.2 PRODUCTS**

23.2.1 BASIC MATERIALS

A. High Density Polyethylene Pipe (HDPE)

1. The pipe shall be Green Stripe Pipe. The Pipe shall be equal to Chevron Phillips Performance Pipe 4200 Series and shall be supplied in the following classes:

Nominal Size	Outside Dimension (In)	Approximate ID (In)
1.25" DR 11	1.660	1.358
2" DR 11	2.358	1.926
3" DR 11	3.475	2.839
4" DR 11	4.467	3.649
6" DR 11	6.577	5.373

2. Pipe shall be manufactured from a PE 3408 resin listed with the Plastic Pipe Institute (PPI) as TR-4. The resin material shall meet the specifications of ASTM D3350-99 with a minimum cell classification of PE345464C. Pipe shall have a manufacturing standard of ASTM D3035 and be manufactured by an ISO 9001 certified manufacturer. The pipe shall contain no recycled compounds except that generated in the manufacturer's own plant from resin of the same specification from the same raw material. The pipe shall be homogeneous throughout and free of visible cracks, holes, foreign inclusions, voids, or other injurious defects.

### 3. Butt Fusion Fittings

Butt fusion fittings shall be in accordance with ASTM D3261 and shall be manufactured by injection molding, a combination of extrusion and machining, or fabricated from HDPE pipe conforming to this specification. All fittings shall be pressure rated to provide a working pressure rating no less than that of the pipe. Fabricated fittings shall be manufactured using a McElroy Datalogger to record fusion pressure and temperature. A graphic representation of the temperature and pressure data for all fusion joints made producing fittings shall be maintained as part of the quality control. The fitting shall be homogeneous throughout and free of visible cracks, holes, foreign inclusions, voids, or other injurious defects.

### 4. Electrofusion Fittings



Electrofusion Fittings shall be PE3408 HDPE, Cell Classification of 345464C as determined by ASTM D3350-99 and be the same base resin as the pipe. Electrofusion Fittings shall have a manufacturing standard of ASTM F1055.

#### 5. Flanged and Mechanical Joint Adapters

Flanged and Mechanical Joint Adapters shall be PE 3408 HDPE, Cell Classification of 345464C as determined by ASTM D3350-99 and be the same base resin as the pipe. Flanged and mechanical joint adapters shall have a manufacturing standard of ASTM D3216. All adapters shall be pressure rated to provide a working pressure rating no less than that of the pipe.

##### B. HDPE Ball Valves

1. Ball valves shall be NSF Approved, bubble-tight shutoff, fused body shell, smooth full bore with multiple elastomeric stem seals, butt fused and SDR 11.

2. Provide Nordstrom Poly-Water Valve or approved equal.

##### C. PVC Pipe and Fittings

1. PVC pipe and fittings shall be extruded from Type I, Grade 1, polyvinyl chloride material designated as PVC 1119, meeting ASTM Specifications D 3034, Type PSM, and a standard dimension ratio of SDR 35.

2. The pipe shall be homogeneous throughout and free from cracks, holes, foreign inclusions or other defects. The pipe shall be as uniform as commercially practical in color. The workmanship, pipe dimensions and tolerances, outside diameters, wall thickness, eccentricity, sustained pressures, marking and all other requirements of the Commercial Standards CS 256-63 shall be conformed within all respects.

3. Pipe must be delivered to job site by means which will adequately support it and not subject it to undue stress. In particular, the load shall be so supported that the bottom rows of pipe are not damaged by crushing. Pipe shall be unloaded carefully and

strung or stored as close to the final point of placement as is practical. Pipe must not be exposed to the direct rays of the sun for an extended period of time as per manufacturer recommendations. If pipe is not to be installed shortly after delivery to the job site, it must be stored in a shaded location and strung as needed.

#### D. Plug Valves

1. Plug valves shall be non-lubricated, eccentric type with neoprene resilient faced plugs and flanged or mechanical joint ends as shown on the PLANS. Port areas of the valve shall be at least 80 percent of full pipe area. Valves shall be semi-steel or cast iron body and plug, raised eccentric seat, with a welded in overlay of not less than 90 percent pure nickel on all surfaces contacting the plug face. The valves shall have cylindrical seating surfaces that are eccentrically off-set. Valves shall have permanently lubricated, stainless steel bearings in the upper and lower plug stem journals and shall be of the bolted bonnet design.

2. The valve shall be capable of being repacked without removing the bonnet and the packing shall be adjustable without requiring disassembly of the valve. Valve seats shall comply with AWWA Standard C-507, Section 8, Paragraph 7.2 and with AWWA Standard C-504, Section 9, Paragraph 9.4. Bearings shall comply with AWWA Standard C-507, Section 3, Paragraphs 8, 8.1, 8.3, and 8.4 and with AWWA Standard C-504, Section 10. Valve shaft seals shall be Buna and shall comply with AWWA Standard C-507, Section 10, and with AWWA C-504, Section 11. All valve seats shall be installed opposite to the normal direction of the flow. They shall be DeZurik Eccentric Plug Valves or equal.

#### E. Valve Marker

Each flushing connection assembly shall be delineated by a valve marker as detailed in the Drawings. The marker shall consist of a 3" yellow PE pipe embedded vertically adjacent to the valve. The marker shall include a weatherproof label identifying the valve owner and provide an emergency phone number for the owner.

#### F. Valve Box

Valve pit shall be a polyethylene meter box 36" in diameter by 36" deep with extension ring for the cover. The cover shall be cast iron.

### 23.3 EXECUTION

#### 23.3.1 INSTALLATION; CONSTRUCTION; ERECTION; APPLICATION:

Installation shall include the complete assembly with pit and top, shut-off valves, blow-offs, air valves, isolation valve, piping, fittings, and union, all complete and ready for operation in general conformance with the Drawings. Work in and around the pit will be done in a workmanlike manner leaving the top of the box one inch above the original ground surface.

### 23.4 MEASUREMENT AND PAYMENT

23.4.1 Measurement: Flushing Connections for buried service in-place, tested, and accepted shall be measured each.

23.4.2 Payment: Flushing Connections measured for payment shall be paid for at the contract price "each" as set forth in the Bid Schedule. Valves associated with the Flushing Connection shall be measured and paid for as set forth in the "Valves" section of these specifications. Payment as specified shall be considered as full compensation for all labor, materials, equipment, and incidentals necessary to perform the work as required.

-- THE END --