

- 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 written 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 for 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 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, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and 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. 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. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. 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 remedies the reasons for such action.
3. Upon a subsequent determination 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 and subject to interest as provided in the Agreement.

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, Contractor, and Engineer shall make an 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 remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D 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 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.6;
 - 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 might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, 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.

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 repeated 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. Either Owner or Contractor may 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 and the other party to the Contract. 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 the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

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

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

SECTION 00800 – SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700) (2007 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.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

1.01.A.12 Replace in its entirety with the following:

“12. Contract Documents – The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), Contractor’s Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer’s written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or Hardcopies of the items listed in this paragraph are Contract Documents. Files in electronic format of text, data, graphics, and the like that may be furnished by Owner to Contractor are not Contract Documents”.

1.01.A.44 First sentence, change: “in the opinion of the Engineer”, to “in the opinion of Engineer and Owner”.

1.02 Terminology

Delete 1.02.E and replace with the following:

1.02.E The words “furnish”, “furnish and install”, “install”, and “provide” or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean “furnish and install complete in place and ready for service”.

Add the following:

1.02.G The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700, (2007 Edition) have the meanings assigned to them in the General Conditions.

ARTICLE 2 – PRELIMINARY MATTERS

Add the following:

2.00 Execution of Agreement

2.00.A At least six (6) counterparts of the Agreement will be executed and delivered by the Contractor to the OWNER within fifteen (15) days of the Notice of Award and receipt of the Contract Documents by the Contractor for execution; and OWNER will execute and deliver one counterpart to Contractor within ten (10) days of receipt of the executed Agreement from Contractor.

2.01 Delivery of Bonds and Evidence of Insurance

- 2.01.B Replace "Before any Work at the Site is started, Contractor and Owner shall each deliver to the other" with "When Contractor delivers the executed counterparts of the Agreement to the Owner, Contractor shall deliver to the Owner", and replace "and Owner respectively are" with "is".
- 2.03 Commencement of Contract Times; Notice to Proceed:
- 2.03.A Delete in its entirety and substitute the following:
- 2.03.A The Contract Time will commence to run on the day indicated in the Notice to Proceed; but in no event will the Contract Time commence to run later than the ninetieth day after the day of Bid opening or the thirtieth day after the effective date of the Agreement. By mutual consent of the parties to the Contract, these time limits may be changed.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING AND REUSE

3.01 Intent

Add the following:

- 3.01.D It is the intent of the Specification and Contract Documents to obtain an operable Project. Equipment, components, systems, etc., therein shall be made operable by the Contractor.
- 3.01.E The Contract Drawings may be supplemented from time to time with additional Drawings by the Engineer as may be required to illustrate the work or, as the work progresses, with additional Drawings, by the Contractor, subject to the approval of the Engineer. Supplementary Drawings, when issued by the Engineer or by the Contractor, after approval by the Engineer, shall be furnished in sufficient quantity to all those who, in the opinion of the Engineer, are affected by such Drawings.

3.03 Reporting and Resolving Discrepancies

Add the following:

- 3.03.B.2 In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given precedence in the following order:
- a. Agreement
 - b. Field and Change Orders
 - c. Addenda
 - d. Special Conditions
 - e. Instruction to Bidders
 - f. General Conditions
 - g. Specifications and Drawings

Figure dimensions on drawings shall govern over scale dimensions and detailed Drawings shall govern over general Drawings.

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

4.02 Subsurface and Physical Conditions

- 4.02.A Delete: "the Supplementary Conditions", and substitute "Section 00320 – Geotechnical Data".

4.02.B Second sentence, delete: "Supplementary Conditions" and substitute "Specifications and Contract Drawings".

4.04 Underground Facilities

Add the following:

4.04.B.3 The Owner, Engineer, and Engineer's Consultants shall not be liable to Contractor for any claims, costs, losses or damages incurred or sustained by Contractor on or in connection with any other project or anticipated project.

4.06 Hazardous Environmental Condition at Site

4.06.A First sentence, delete "Supplementary Conditions" and substitute "Section 00300 – Information Available To Bidders."

4.06.B Second sentence, delete "Supplementary Conditions: and substitute "Specifications and Contract Drawings."

4.06.G First sentence, insert "Kentucky" between "by" and "Laws".

Add the following at the end of this section: "The parties understand and acknowledge that no Kentucky case, statute, or Constitutional provision authorizes a local government to indemnify a contractor and that this contract provision may be unenforceable.

ARTICLE 5 – BONDS AND INSURANCE

Delete Article 5 in its entirety and substitute the following:

5.01 Performance and Payment Bonds

5.01A Concurrent with execution of the Agreement and within fifteen (15) days of the Notice of Award, the successful Contractor shall procure, execute and deliver to the OWNER and maintain, at his own cost and expense, the following bonds in the forms attached, of a surety company approved by the State of Kentucky as a Surety:

5.01.B Performance Bond – in an amount not less than 100% of the total amount payable to the Contractor by the terms of the Contract as security for the faithful performance of the work. Bond must be valid until one (1) year after the date of issuance of the Certificate of Substantial Completion.

5.01.C Payment Bond – in an amount not less than 100% of the total amount payable to the Contractor by the terms of the Contract as security for the payment of all persons performing labor and furnishing material in connection with the work. Bond must be valid until one (1) year after date of issuance of the Certificate of Substantial Completion.

5.01.D All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.01.E If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business in the State of Kentucky is revoked, the Contractor shall within five (5) days thereafter substitute another Bond or Surety, both of which shall be acceptable to the OWNER.

5.02 Insurance Requirements

See Section 00600 – Bonds and Certificates for Insurance Requirements.

5.03 Contractor's Liability Insurance

See Section 00600 – Bonds and Certificates for Insurance Requirements.

5.04 Indemnification Agreement

See Section 00600 – Bonds and Certificates for Indemnification.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.06 Concerning Subcontractors, Suppliers and Others

6.06.B First sentence, delete: "If the Supplementary Conditions", and substitute "The Bid Form". The seventh line, delete "Supplementary Conditions", and substitute "Bid Form".

6.06.G Delete in its entirety and substitute the following:

6.06.G All work performed for Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and Subcontractor. The Subcontractor shall not commence work until Contractor has obtained all insurance as required by Paragraphs 5.02 through 5.03 inclusive.

6.07 Patent Fees and Royalties

6.07 Delete 6.07.A, 6.07.B, and 6.07.C in their entirety and substitute the following:

6.07.A Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work of any invention, design, process, products or device which is the subject of patent rights or copyrights held by others. Contractor shall indemnify and hold harmless OWNER and Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses, including attorney's fees, arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or furnished by him in fulfillment of the requirements of this Contract. In the event of any claim or action by law on account of such patents or fees, it is agreed that the OWNER may retain out of the monies which are or which may become due the Contractor under this Contract, a sum of money sufficient to protect itself against loss, and to retain the same until said claims are paid or are satisfactorily adjusted.

6.08 Permits

6.08.A Third sentence of paragraph delete, "or if there are no Bids.....to the Work.", and substitute "and the Contractor shall pay all charges of utility owners for connections to the Work."

6.09 Laws and Regulations

6.09.B Delete 6.09B in its entirety and substitute the following:

6.09.B If Contractor observes that the Specifications or Drawings are at variance with any Laws or Regulations, he shall give Engineer prompt written notice thereof. If Contractor performs any Work knowing it to be contrary to such Laws or Regulations, and without such notice to Engineer, he shall bear all costs arising therefrom. The Contractor shall, at all times, observe and comply with and shall cause all his agents and employees and all his Subcontractors to observe and comply with all such existing Laws or Regulations, and shall protect and indemnify the OWNER and the Engineer and the municipalities in which work is being performed, and their officers and agents against any claim, civil penalty, fine or liability arising from or based on the violation of any such Law or Regulation, whether by himself or his employees or any of his Subcontractors.

6.13 Safety and Protection

- 6.13.B First sentence, after "CONTRACTOR" add the following:
", subject to provisions 6.09.B,"
- 6.19 Contractor's General Warranty and Guarantee
- 6.19.A After the first sentence of Section 6.19.A add the following:
"All materials or equipment delivered to the site shall be accompanied by certificates, signed by an authorized officer of the supplier, and notarized guaranteeing that the materials or equipment conform to specification requirements, Such certificates shall be immediately turned over to the Engineer. Materials or equipment delivered to the site without such certificates will be subject to rejection."
- 6.20 Indemnification
- 6.20.A First sentence, after "...claims, costs" add the following:
", civil penalties, fines,"
- 6.20.C Add the following:
- 6.30.C.3 Nothing in the Contract Documents shall create or give to third parties any claim or right of action against the Contractor, the OWNER or the Engineer beyond such as may legally exist irrespective of the Contract.

ARTICLE 7 – OTHER WORK AT THE SITE

- 7.02 Coordination
Delete in its entirety.
- 7.03 Legal Relationships
- 7.03.B Delete "Owner and".
- 7.03.C Delete "Owner and".

ARTICLE 8 – OWNER'S RESPONSIBILITIES

- 8.02 Replacement of Engineer
- 8.02.A Delete in its entirety.
- 8.06 Insurance
- 8.06.A Delete in its entirety.
- 8.11 Evidence of Financial Arrangements
- 8.11.A Delete in its entirety.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

- 9.01 OWNER'S Representative

9.01.A Delete in its entirety and substitute the following:

9.01.A Engineer will be the OWNER'S representative during the construction period, and his instructions shall be carried into effect promptly and efficiently.

9.03 Project Representative

Add the following:

9.03.B The Resident Project Representative will serve as the Engineer's liaison with the Contractor, working principally through the Contractor's resident superintendent to assist him in understanding the intent of the Contract Documents.

9.03.C The Resident Project Representative shall conduct on-site observations of the work in progress to confirm that the work is proceeding in accordance with the Contract Documents. He will verify that tests, equipment and systems start-ups and operating maintenance instructions are conducted as required by the Contract Documents. He will have the authority to disapprove or reject defective work in accordance with Article 13.

9.09 Limitations on Engineer's Authority and Responsibilities

Add the following:

9.09.F Except upon written instructions of the Engineer, the Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, or Contractor's superintendent, or expedite the Work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.

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

11.01 Cost of the Work

11.01.A Last sentence, following "...in Paragraph 11.01.B," insert the following:

"or claims for extra cost shall be considered based on an escalation of labor costs throughout the period of the Contract,"

11.01.A.2 Add the following at the end of the paragraph:

"No claims for extra cost shall be considered based on an escalation of material costs throughout the period of the Contract."

11.01.A.3 Delete second sentence "If required...be acceptable."

- 11.01.A.4 Delete in its entirety.
- 11.01.A.5.a Delete in its entirety.
- 11.01.A.5.c Add the following before last sentence of paragraph:
"These rates shall include all fuel, lubricants, insurance, etc. Equipment rental charges shall not exceed the prorated monthly rental rates listed in the current edition of the 'Compilation of Rental Rates for Construction Equipment' as published by the Associated Equipment Distributors. Charges per hour shall be determined by dividing the monthly rates by 176."
- 11.01.A.5.f Delete in its entirety.
- 11.01.A.5.g Delete in its entirety.
- 11.01.A.5.h Delete in its entirety.
- 11.03 Unit Price of Work:
- 11.03.D.1 Delete "materially and significantly", and insert "by more than plus or minus twenty percent (20%)".

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

- 12.03 Delays
- 12.03.B Delete in its entirety and substitute the following:
- 12.03.B Delays beyond the control of the Contractor, as provided in paragraph 12.03.A, shall not entitle the Contractor to obtain additional project overhead costs unless such delays extend the Project as described below:
1. beyond the original Contract Times,
 2. beyond the Contract Times for which the overhead costs have been previously approved, or
 3. beyond Contract Times that are extended as a result of delays described in 12.03.C.
- For the purpose of this paragraph, overhead costs shall be the supplemental costs defined in 11.01.A.5, paragraphs a, b, c, g, h and i. The Contractor's bid shall include all overhead costs as necessary to be on the Project for the original Contract Times.
- 12.03.C Add the following after the last sentence:
- If the Contractor and the Owner cannot agree upon an equitable adjustment in the Contract Times, delays described in this Paragraph 12.03.C shall be determined as follows:
1. Contractor shall obtain weather history for the most recent five (5) years (minimum) preceding the Bid date. Weather history shall be obtained from the National Oceanic & Atmospheric Administration (NOAA) or other source approved by the Engineer. Historical weather shall be based on data from the weather reporting station closest to the project site.
 2. For delays to be considered that are associated with an abnormal amount of rain, the Contractor shall use the weather history to calculate an average number of days that rainfall exceeded 0.1-inches for the period (month, quarter, year, etc.) in question. The average value calculated shall be rounded up to the next full day. A time extension

may be considered equal to the number of days, above the calculated average, that the period in question experienced rainfall in excess of 0.1-inches. A Contract Time extension will not be considered for rain amounts less than 0.1-inches.

3. For daily rain amounts in excess of 1-inch, a time extension of one day beyond the number of days calculated as described above may be considered.
4. For delays associated with other abnormal weather events, the weather history shall be used to calculate an average number of days for the type of weather considered to be the cause of a delay. (Calculation of the average number of days shall be as described above.) Where the Contractor can demonstrate that the abnormal weather event has impaired his ability to perform work, beyond the day of the abnormal event, to perform site maintenance as necessary to restore the site to a workable condition may be considered.

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

13.03 Tests and Inspections

13.03.B Delete in its entirety and substitute the following:

13.03.B Contractor shall employ and pay for inspections and testing services specifically noted as such in the Contract.

13.03.C Delete in its entirety and substitute the following:

13.03.C If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be specifically inspected, tested, or approved by some public body, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval.

Add the following:

13.03.G The OWNER reserves the right to independently perform at its own expense, laboratory tests on random samples of material or performance tests on equipment delivered to the site. These tests if made will be conducted in accordance with the appropriate referenced standards or Specification requirements. The entire shipment represented by a given sample, samples or piece of equipment may be rejected on the basis of the failure of samples or pieces of equipment to meet specified test requirements. All rejected materials or equipment shall be removed from the site, whether stored or installed in the Work, and the required replacement shall be made, all at no additional cost to the OWNER.

13.05 OWNER May Stop the Work:

13.05A First sentence, after "...conform to the Contract Documents", insert "or if the Work interferes with the operation of the existing facility".

13.06 Correction or Removal of Defective Work

Add the following:

13.06.C At any time during the progress of the Work and up to the date of final acceptance, the Engineer shall have the right to reject any work which does not conform to the requirements of the Contract Documents, even though such work has been previously inspected and paid for. Any omissions or failure on the part of the Engineer to disapprove

or reject any Work or materials at the time of inspection shall not be construed as an acceptance of any defective work or materials.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

Add the following:

14.01.B The Contractor shall submit for the Engineer's approval, a complete breakdown of all Lump Sum Items in the Proposal. This breakdown, modified as directed by the Engineer, will be used as a basis for preparing estimates and establishing progress payments.

14.02 Progress Payments

14.02.A.3 Delete in its entirety and replace with the following:

14.02.A.3 Progress payment request shall include the percentage of the total amount of the Contract which has been completed from initiation of construction of the Project to and including the last day of the preceding month, or other mutually agreed upon day of the month accompanied by such data and supporting evidence as OWNER or Engineer may require.

Add the following:

14.02.A.4 Forms to be used shall be prepared by the Contractor and submitted to the Engineer for approval.

14.02.A.5 At the option of the OWNER, partial payment up to the estimated value, less retainage, may be allowed for any materials and equipment not incorporated in the Work, pursuant to the following conditions:

- a. Equipment or materials stored on the site shall be properly stored, protected and maintained.
- b. For any partial payment the Contractor shall submit, with his monthly progress payment from each material or equipment manufacturer, bills or invoices indicating actual material cost.
- c. Contractor shall submit evidence that he has paid for materials or equipment stored and for which the Engineer has authorized partial payment and previous progress payments, prior to submission to the next monthly payment request. (See example letter at the end of this Section 00800).

14.02.A.6 The OWNER will retain ten percent (10%) of the amount of each such estimate until Work covered by the Contract is fifty percent (50%) complete. After fifty percent (50%) of the Work of the original Contract has been completed as evidenced by approved Partial Payment Requests exclusive of stored materials and in the opinion of the OWNER, satisfactory progress is being made, the OWNER may adjust future partial payment so that five percent (5%) of the original Contract Price is retained.

14.02.A.7 If the OWNER determines it is appropriate to reduce retainage, the method used for such adjustment shall be to fix retainage at five percent (5%) of the original Contract amount (when the work is 50% complete) and to pay all subsequent Partial Payment Requests to the full approved amount. The intent of such an adjustment is to gradually reduce retainage to five percent (5%) of the original Contract amount when the work is one hundred percent (100%) complete.

- 14.02.A.8 The OWNER may reinstate up to ten percent (10%) retainage if it is determined that the Contractor is not making satisfactory progress or there is other specific cause for retainage.
- 14.02.B.1 Review of Applications:
First sentence, delete "10 days", insert "30 days".
- 14.02.C.1 Payment Becomes Due:
First sentence, delete "Ten days" and insert "Thirty Days".
- 14.02.D.3 Delete in its entirety.
- 14.04 Substantial Completion
- 14.04 Delete paragraphs A, B, C, and D in their entirety and substitute the following:
- 14.04.A Contractor may, in writing to OWNER and Engineer, certify that the entire project is substantially complete and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, Contractor and Engineer shall make an inspection of the Project to determine the status of completion. If Engineer and OWNER do not consider the Project substantially complete, Engineer will notify Contractor in writing giving his reasons therefore. If Engineer and OWNER consider the Project substantially complete, Engineer will prepare and deliver to OWNER a tentative certificate of Substantial Completion and the responsibilities between OWNER and Contractor for maintenance, heat and utilities. There shall be attached to the certificate a tentative list of items to be completed or corrected before Substantial Completion, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within Contract Time.
- 14.05 Partial Utilization
- 14.05.A Delete in its entirety and substitute the following:
- 14.05.A Prior to Substantial Completion of the Project, OWNER may request Contractor in writing to permit him to use a specified part of the Project which he believes he may use without significant interference with construction of the other parts of the Project. If Contractor agrees, he will certify to OWNER and Engineer that said part of the Project is substantially complete and request the Engineer to issue a certificate of Substantial Completion for that part of the Project. Within a reasonable time thereafter, OWNER, Contractor and Engineer shall make an inspection of that part of the Project to determine its status of completion. If Engineer and OWNER do not consider that it is substantially complete, Engineer will notify Contractor in writing giving his reasons therefor. If Engineer and OWNER consider that part of the Project to be substantially complete, Engineer will execute and deliver to OWNER and Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before Substantial Completion of the entire Project and fixing the responsibility between OWNER and Contractor for maintenance, heat, and utilities as to that part of the Project. OWNER shall have the right to exclude Contractor from any part of the Project which Engineer has so certified to be substantially complete, but OWNER shall allow Contractor reasonable access to complete items on the tentative list.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

Add the following:

15.01.B Should the OWNER suspend Work due to repeated unsafe Work conducted by the Contractor which is confirmed by subsequent inspection by OSHA, the Contractor shall not be allowed any adjustment in Contract Price or extension of Contract Time attributed to the delay.

15.02 Owner May Terminate for Cause

15.02.A.2 Add the following to the end of first sentence after "jurisdiction":

"(including those governing employee safety)"

15.02D Delete in its entirety.

Add the following:

15.05 Assignment of Contract

15.05 Contractor shall not assign, transfer, convey or otherwise dispose of the Contract, or of his legal right, title, or interest in or to the same or to any part thereof, without the prior written consent of the OWNER. Contractor shall not assign by power of attorney or otherwise any monies due him and payable under this Contract without the prior written consent of the OWNER. Such consent, if given, will in no way relieve the Contractor from any of the obligations of this Contract. OWNER shall not be bound to abide by or observe the requirements of any such assignment.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

16.01.A Replace the first sentence with the following:

"If required by applicable laws and regulations, and not specifically excluded elsewhere, either OWNER or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding."

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

Add the following:

17.01.B No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this Contract. Any notice to the Contractor, from OWNER and Engineer, relative to any part of this Contract shall be in writing.

Add the following:

17.07 Claims for Injury or Damage

17.07.A Should OWNER or Contractor suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

- 17.08 Non-Discrimination in Employment
- 17.08.A The Contractor shall comply with the following requirements prohibiting discrimination:
- 17.08.A.1 That no person (as defined in KRS 344.010) shall Bid on Lexington-Fayette Urban County Government Construction projects, or bid to furnish materials or supplies to the Lexington-Fayette Urban County Government, if, within six months prior to the time of opening of Bids, said person shall have been found, by declaratory judgment action in Fayette Circuit Court, to be presently engaging in an unlawful practice, as hereinafter defined. Such declaratory judgment action may be brought by an aggrieved individual or upon an allegation that an effort at conciliation pursuant to KRS 344.200 has been attempted and failed, by the Lexington-Fayette County Human Rights Commission.
- 17.08.A.2 That it is an unlawful practice for any employer:
- a. to fail or refuse to hire, or to discharge any individual or otherwise to discriminate against an individual, with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, or national origin; or
 - b. to limit, segregate or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's sex, race, color, religion, age, or national origin.
- 17.08.A.3 That it is unlawful practice for an employer, labor organization, or joint-labor management committee controlling apprenticeship or other training or retraining, including on-the-job training programs to discriminate against an individual because of his race, color, religion, sex, age, or national origin in admission to, or employment in, any program established to provide apprenticeship or other training.
- 17.08.A.4 That a copy of the LFUCG Ordinance shall be available for viewing at the Lexington-Fayette Urban County Government offices.
- 17.09 Temporary Street Closing or Blockage
- 17.09.A The Contractor will notify the Engineer, Owner, and LFUCG Division of Traffic Engineering at least 72 hours prior to making any temporary street closing or blockage. This will permit orderly notification to all concerned public agencies.
- 17.10 Percentage of Work Performed by Prime Contractor
- 17.10.A The Contractor shall perform on site, and with its own organization, Work equivalent to at least fifty percent (50%) of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the Contractor requests a reduction and the Engineer determines that the reduction would be to the advantage of the OWNER.
- 17.11 Clean-Up
- 17.11.A Clean-up shall progress, to the greatest degree practicable, throughout the course of the Work. The Work will not be considered as completed, and final payment will not be made, until the right-of-way and all ground occupied or affected by the Contractor in connection with the Work has been cleared of all rubbish, equipment, excess materials, temporary structures, and weeds. Rubbish and all waste materials of whatever nature shall be disposed of, off of the project site, in an acceptable manner. All property, both public and private, which has been damaged in the prosecution of the Work, shall be restored in an acceptable manner. All areas shall be draining, and all drainage-ways shall be left unobstructed, and in such a condition that drift will not collect or scour be induced.

- 17.12 General
- 17.12.A The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor, and all of the rights and remedies available to OWNER and Engineer, 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, and 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. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.
- 17.13 Debris Disposal
- 17.13.A For all LFUCG projects any fill, trash, construction demolition debris, yard waste, dirt or debris of any kind that is removed from the project site must be disposed of in accordance with local, state, and federal regulations. The disposal site or facility must be approved in advance by the LFUCG and disposal documentation is required. The Contractor will be responsible for payment of any fines associated with improper disposal of material removed from the project site.
- 17.14 Maintenance of Traffic
- 17.14.A Traffic shall be maintained on state and LFUCG highways and streets at all times during construction. For all work that impacts traffic, the Contractor shall obtain a traffic permit at least two (2) working days in advance from the Division of Traffic Engineering (859) 258-3489.
- 17.14.B It shall be the Contractor's responsibility to notify LFUCG Police Department's Safety Officer (859) 258-3600 prior to performing any construction work, which might interfere with traffic or compromise the public safety.

Add the following:

ARTICLE 18 – LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE WORK ON TIME

- 18.01 Liquidated Damages
- 18.01.A If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the OWNER in accordance with Article 12, then the Contractor will pay to the OWNER the amount for liquidated damages as specified in the Contract for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

(Reference Section 00800, Article 14.02.A.5.c)

*****PUT ON CONTRACTOR'S LETTERHEAD*****

DATE: _____

TO: OWNER: _____

ADDRESS: _____

RE: Project Title:
Town Branch Wet Weather Storage Facility
Lexington Fayette Urban County Government
Lexington, Kentucky
LFUCG Bid No.: 137-2014

We hereby certify that the labor and materials listed on this request for payment have been used in the construction of this work, or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location with proper insurance to protect these stored materials; and that all lawful charges for labor, materials etc., covered by previous Certificates of Payment have been paid and that all other lawful charges on which this request for payment is based have been paid for in full or will be paid for in full from the funds received in payment of this request within ten (10) calendar days from receipt of this partial payment from the OWNER.

CONTRACTOR: _____

BY: _____

TIME: _____

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public (Seal)

My Commission Expires: _____

END OF SECTION

**SECTION 00810 – SUPPLEMENTAL GENERAL CONDITIONS FOR CLEAN WATER STATE
REVOLVING FUND, DRINKING WATER STATE REVOLVING FUND**

**[Note to engineer: Remove this section if the project does not have KIA funding. If needed, verify
current version]**

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

**Project Name: Town Branch Wet Weather Storage Facility
Lexington Fayette Urban County Government**

**LFUCG Bid No. 137-2014
GRW Project Number: 4175**

KIA No. SX 21067041

SAI No. KY201305140513

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

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

SRF SPECIAL PROVISIONS

- (a) **Line crossings of all roads and streets shall be done in accordance with the Kentucky Transportation Cabinet requirements as may be set forth in the Special Conditions.**
- (b) **Construction is to be carried out so as to prevent by-passing of flows during construction unless a schedule has been approved by the State or EPA, whichever is applicable. Siltation and soil erosion must be minimized during construction. All construction projects with surface disturbance of more than 1 acre during the period of construction must have a KPDES Storm Water General Permit. The permit can be found at the following web address: <https://dep.gateway.ky.gov/eForms/default.aspx?FormID=7>.**

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

- (c) **Restore disturbed areas to original or better condition.**
- (d) **Use of Chemicals: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either DOW or EPA. Use of all such chemicals and disposal of residues shall be in conformance with instructions on the manufacturer's label.**
- (e) **The construction of the project, including the letting of contracts in connection therewith, shall conform to the applicable requirements of state, territorial, and local laws and ordinances to the extent that such requirements do not conflict with Federal laws and this subchapter.**
- (f) **The owner shall provide and maintain competent and adequate supervision and inspection.**
- (g) **The Kentucky Infrastructure Authority and Kentucky Division of Water shall have access to the site and the project work at all times.**
- (h) **In the event Archaeological materials (arrowheads, stone tools, stone axes, prehistoric and historic pottery, bottles, foundations, Civil War artifacts, and other types of artifacts) are uncovered during the construction of this project, work is to immediately cease at the location and the Kentucky Heritage Council shall be contacted. The telephone number is (502) 564-7005. Construction shall commence at this location until a written release is received from the Kentucky Heritage Council. Failure to report a find could result in legal action.**
- (i) **This procurement will be subject to DOW Procurement Guidance including the Davis-Bacon Act.**
- (j) **Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.**
- (k) **No wastewater bypassing will occur during construction unless a schedule has been approved by the Kentucky Division of Water.**
- (l) **Change orders to the construction contract (if required) must be negotiated pursuant to DOW/KIA Procurement Guidance for Construction and Equipment Contracts.**

**KRS Chapter 45A
Kentucky Model Procurement Code**

45A.075 Methods of awarding state contracts.

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

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

Effective: June 24, 2003

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

45A.080 Competitive sealed bidding.

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

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

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

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

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

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

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

Effective: July 15, 2010

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

45A.085 Competitive negotiation.

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

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

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

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

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

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

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

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

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

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

Effective: July 15, 2010

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

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

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

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

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

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

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

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

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

Effective: July 15, 2010

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

45A.095 Noncompetitive negotiation.

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

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

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

(c) For library books;

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

(e) For interests in real property;

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

- (g) For personal service contracts executed pursuant to KRS 45A.690 to 45A.725; and
- (h) For agricultural products in accordance with KRS 45A.645.
- (2) The chief procurement officer, the head of a using agency, or a person authorized in writing as the designee of either officer may make or authorize others to make emergency procurements when an emergency condition exists.
- (3) An emergency condition is a situation which creates a threat or impending threat to public health, welfare, or safety such as may arise by reason of fires, floods, tornadoes, other natural or man-caused disasters, epidemics, riots, enemy attack, sabotage, explosion, power failure, energy shortages, transportation emergencies, equipment failures, state or federal legislative mandates, or similar events. The existence of the emergency condition creates an immediate and serious need for services, construction, or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten the functioning of government, the preservation or protection of property, or the health or safety of any person.
- (4) The Finance and Administration Cabinet may negotiate directly for the purchase of contractual services, supplies, materials, or equipment in bona fide emergencies regardless of estimated costs. The existence of the emergency shall be fully explained, in writing, by the head of the agency for which the purchase is to be made. The explanation shall be approved by the secretary of the Finance and Administration Cabinet and shall include the name of the vendor receiving the contract along with any other price quotations and a written determination for selection of the vendor receiving the contract. This information shall be filed with the record of all such purchases and made available to the public. Where practical, standard specifications shall be followed in making emergency purchases. In any event, every effort should be made to effect a competitively established price for purchases made by the state.

Effective: July 15, 2002

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

45A.100 Small purchases by state governmental bodies.

- (1) Procurements may be made in accordance with small purchase administrative regulations promulgated by the secretary of the Finance and Administration Cabinet, pursuant to KRS Chapter 13A, as follows:
 - (a) Up to ten thousand dollars (\$10,000) per project for construction and one thousand dollars (\$1,000) for purchases by any state governmental body, except for those state administrative bodies specified in paragraph (b) of this subsection; and
 - (b) Up to forty thousand dollars (\$40,000) per project for construction or purchases by the Finance and Administration Cabinet, state institutions of higher education, and the legislative branch of government.
- (2) Procurement requirements shall not be artificially divided so as to constitute a small purchase under this section. Reverse auctions may be used for small purchase procurements. At least every two (2) years, the secretary shall review the prevailing costs of labor and materials and may make recommendations to the next regular session of the General Assembly for the revision of the then current maximum small purchase amount as justified by intervening changes in the cost of labor and materials.
- (3) The secretary of the Finance and Administration Cabinet may grant to any state agency with a justifiable need a delegation of small purchasing authority which exceeds the agency's small purchase limit provided in subsection (1) of this section. Delegations of small purchasing authority shall be granted or revoked by the secretary of the Finance and Administration Cabinet, in accordance with administrative regulations promulgated by the cabinet pursuant to KRS

Chapter 13A. These administrative regulations shall establish, at a minimum, the criteria for granting and revoking delegations of small purchasing authority, including the requesting agency's past compliance with purchasing regulations, the level of training of the agency's purchasing staff, and the extent to which the agency utilizes the Kentucky Automated Purchasing System. The administrative regulations may permit the secretary of the Finance and Administration Cabinet to delegate small purchase procurements up to the maximum amount specified in subsection (1)(b) of this section.

Effective: July 15, 2010

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

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

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

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

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

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

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

DOW- February, 2014

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

EEO Specifications

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

1. As used in these specifications:

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

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

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

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

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

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

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

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligation.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7-b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EEO Goals for Economic Areas in Region 4

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

Kentucky:

053 Knoxville, TN
 SMSA Counties:
 3840 Knoxville, TN6.6
 TN Anderson; TN Blount; TN Knox; TN Union.
 Non-SMSA Counties4.5
 KY Bell; KY Harlan; KY Knox; KY Laurel; KY McCreary; KY Wayne; KY Whitley; TN
 Campbell; TN Claiborne; TN Cocke; TN Cumberland; TN Fentress; TN Grainger, TN Hamblen;
 TN Jefferson; TN Loudon; TN Morgan; TN Roane; TN Scott;
 TN Sevier.

054 Nashville, TN:
 SMSA Counties:
 1660 Clarksville - Hopkinsville, TN - KY18.2
 KY Christian; TN Montgomery.
 5360 Nashville - Davidson, TN15.8
 TN Cheatham, TN Davidson; TN Dickson; TN Robertson; TN Rutherford; TN Sumner; TN
 Williamson; TN Wilson.
 Non-SMSA Counties12.0
 KY Allen; KY Barren; KY Butler; KY Clinton; KY Cumberland; KY Edmonson; KY Logan; KY
 Metcalfe; KY Monroe; KY Simpson; KY Todd; KY Trigg; KY Warren; TN Bedford; TN Cannon;
 TN Clay; TN Coffee; TN DeKalb; TN Franklin; TN Giles; TN Hickman; TN Houston; TN
 Humphreys; TN Jackson; TN Lawrence; TN Lewis; TN Macon; TN Marshall; TN Maury; TN
 Moore; TN Overton; TN Perry; TN Pickett; TN Putnam; TN Smith; TN Stewart; TN Trousdale;
 TN Van Buren; TN Warren; TN Wayne; TN White.

056 Paducah, KY:
 Non-SMSA Counties5.2
 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-IN11.2
 IN Clark; IN Floyd; KY Bullitt; KY Jefferson; KY Oldham.
 Non-SMSA Counties9.6
 IN Crawford; IN Harrison; IN Jefferson; IN Orange; IN Scott; IN Washington; KY Breckinridge;
 KY Grayson; KY Hardin; KY Hart; KY Henry; KY Larue; KY Marion;
 KY Meade; KY Nelson; KY Shelby; KY Spencer; KY Trimble; KY Washington.

058 Lexington, KY
 SMSA Counties
 4280 Lexington-Fayette, KY10.8
 KY Bourbon; KY Clark; KY Fayette; KY Jessamine; KY Scott; KY Woodford.
 Non-SMSA Counties7.0
 KY Adair KY Anderson; KY Bath; KY Boyle; KY Breathitt; KY Casey; KY Clay; KY Estill; KY
 Franklin; KY Garrard; KY Green; KY Harrison; KY Jackson; KY Knott; KY Lee; KY Leslie; KY
 Letcher; KY Lincoln; KY Madison; KY Magoffin; KY Menifee; KY Mercer; KY Montgomery;
 KY Morgan. KY Nicholas; KY Owsley; KY Perry; KY Powell; KY Pulaski; KY Rockcastle; KY
 Russell; KY Taylor; KY Wolfe.

059 Huntington, WV:
 SMSA Counties:
 3400 Huntington – Ashland, WV-KY-OH2.9
 KY Boyd; KY Greenup; OH Lawrence; WV Cabell; WV Wayne.
 Non-SMSA Counties2.5
 KY Carter; KY Elliott; KY Floyd; KY Johnson; KY Lawrence; KY Martin; KY Pike; KY Rowan;
 OH Gallia; WV Lincoln; WV Logan; WV Mason; WV Mingo.

067 Cincinnati, OH:
 SMSA Counties:
 1640 Cincinnati, OH-KY-IN11.0
 IN Dearborn; KY Boone; KY Campbell; KY Kenton; OH Clermont;
 OH Hamilton; OH Warren.

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

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

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

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

Employer Information Report EEO-1

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

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

The EEO-1 Report must be filed by:

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

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

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

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

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

Labor Standards Provisions for Federally Assisted Construction

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

(a)(4)(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

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

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

(b) Contractor Work Hours and Safety Standards Act. The Administrator, EPA shall cause or require the contracting officer to insert the following clauses set forth in paragraph (b)(1),(2),(3), and (4) of this section in full in any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by *Section 5.5(a) of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

(3) Withholding for unpaid wages and liquidated damages. The U.S. Environmental Protection Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such liabilities of such contractor or

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

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

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

CERTIFICATIONS

Debarred Firms

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

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

Anti-lobbying Certification

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

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

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

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

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

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

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

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

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

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

EPA DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

Grant recipient responsibilities:

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

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

Prime Contractor Responsibilities:

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

Subcontractor Responsibilities:

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

SPAP Requirements:

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

SRF Requirements:

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION POLICY

PROJECT NAME: Town Branch Wet Weather Storage Facility

BID DATE: September 10, 2014

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

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

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

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

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

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

6. List of MBE Subcontractors:

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

7. List of WBE Subcontractors:

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

Attach Additional Sheets, If Necessary

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

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

(i). Ensure DBE construction firms or material suppliers are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources. A good source for a list of DBEs is the Kentucky Transportation's website: <http://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-DBE-Directory.aspx>.

The prime contractor certifies that a bidders list (see example sheet below) of qualified vendors, including DBEs, was developed for current and future solicitations and that the list will be maintained. *Submit a copy of the list as documentation.*

(ii). Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process; including, whenever possible, posting solicitation for bids or proposals for a sufficient amount of time as to receive a competitive bid or proposal pool.

The prime contractor certifies that every opportunity was provided to a number of DBEs to encourage their participation in the competitive process and that an adequate amount of time was provided for response.

a. List each DBE construction firm or material supplier to which a solicitation was attempted. *Submit copies of letters, emails, faxes, telecommunication logs, certified mail receipts, returned envelopes, certified mail return receipts, etc. as documentation.*

Company name and phone number: _____

Area of work expertise: _____

Date of any follow-ups and person spoke to: _____

b. Advertisements, if applicable: List each publication in which an announcement or notification was placed. *Submit a tear sheet of each announcement from each publication as documentation.*

Name of publication: _____

Date(s) of advertisement: _____

Specific subcontract areas announced: _____

c. Other, if applicable: List each notification method in which an announcement or outreach was used; list serve, public meeting, etc. *Submit applicable information to document effort.*

Method of notification: _____

Date(s) of notification: _____

(iii). Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs; including dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

The prime contractor certifies that the project was broken into its basic elements (i.e., dirt hauling, landscaping, painting, pipe installation, material supplies, etc.) and that a determination was made whether it's economically feasible to bid the elements separately and that the analysis of this effort was documented with a short memo to the project file.

(iv). Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises.

The prime contractor certifies that they established delivery schedules which would allow DBEs to participate in the projects.

(v). Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce. The easiest way to utilize the services of SBA and MBDA is to visit their websites: www.sba.gov and www.mbda.gov and use the electronic tools available there or you may send the nearest SBA and MBDA office a certified letter that generally describes the solicitation, the dates it will be open, the types of vendors you are seeking and applicable SIC or NAIC codes if known. You may also use the services and assistance of the Kentucky Procurement Assistance Program (KPAP). The easiest way to utilize the services of KPAP is to send an email: ced.kpap@ky.gov and provide information on forthcoming opportunities available to DBEs.

The prime contractor certifies that the assistance of the SBA, MBDA, and/or KPAP was utilized. *Submit pages printed off the SBA and MBDA websites which evidence efforts to register a solicitation on those sites or submit copies of the letter sent and certified mail receipt as documentation; submit copies of emails with KPAP as documentation.*

(vi). If a subcontractor awards any subcontracts, require the subcontractor to take the steps in numbers (i) through (v) above.

The prime contractor certifies that subcontractors used for this project will be required to follow the steps of the “six good faith efforts” as listed above.

9. Signature and date:

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

Signature

Print name and title

Date

BONDS AND INSURANCE

The minimum requirements shall be as follows:

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

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

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

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

NOTICE OF INTENT

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

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

Davis-Bacon Wage Rate Requirements

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

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

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

Preamble

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

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

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

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

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

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

2. Obtaining Wage Determinations.

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

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

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

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

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

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

3. Contract and Subcontract provisions.

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

(1) Minimum wages.

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

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

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

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

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

DOW- February, 2014

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees.

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

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

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

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

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

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

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

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

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 DOW– February, 2014

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

DOW- February, 2014

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

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

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

5. Compliance Verification.

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

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

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

DOW– February, 2014

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

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

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

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

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

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

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

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

2. Obtaining Wage Determinations.

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

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

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

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

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

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

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

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

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including
DOW– February, 2014

painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

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

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

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

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

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

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

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

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

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

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

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

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

(2) Withholding. The subrecipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by

DOW- February, 2014

the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees.

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

DOW– February, 2014

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.

DOW- February, 2014

(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.

DOW– February, 2014

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

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

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

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

5. Compliance Verification.

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

DOW– February, 2014

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

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

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

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



SECTION 00820 – WAGE DETERMINATION SCHEDULE

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. This Contract shall be based upon payment by the Contractor and his Subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or type of workman engaged on the Work as determined by the Department of Labor of the Commonwealth of Kentucky.
- B. The Contractor shall comply with the prevailing state wage laws, Kentucky Revised Statutes 337.510 to 337.550, including latest amendments thereto.
- C. The Contractor and each Subcontractor shall keep accurate records indicating the hours worked each day by each employee in each classification of work and the amount paid each employee for his work in each classification. Such records shall be open to the inspection and transcript of the Commissioner of Labor or his duly authorized representatives at any reasonable time. These payroll records shall not be destroyed or removed from the state for one year following completion of the improvement.
- D. The Contractor and each Subcontractor shall post and keep posted in a conspicuous place or places at the construction site a copy or copies of prevailing rates of wages and working hours as prescribed in these Contract Documents.
- E. If, during the life of this Contract, the prevailing hourly rate of wages is changed by the Department of Labor, such change shall not be the basis of any claim by the Contractor against the Owner, nor will deductions be made by the Owner against sums due the Contractor by reason of any such change.
- F. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages.
- G. Pursuant to Kentucky Revised Statute 337.540, no laborer, workman, mechanic, helper, assistant, or apprentice shall be permitted to work more than 8 hours in one calendar day, nor more than 40 hours in one week, except in cases of emergency caused by fire, flood, or damage to life or property. Whenever work in excess of 8 hours per day or 40 hours per week is required, payment for overtime shall be at not less than one and one-half times the prevailing rate of wages.

1.02 PREVAILING WAGE REQUIREMENTS

- A. In accordance with Kentucky Revised Statutes 337.510, Kentucky State Prevailing Wage Rates shall be in effect for all contracts with an estimated value in excess of \$250,000.
- B. Wage rates applicable to this project are included in the following pages, or will be issued by an addendum prior to the bid opening.

[Insert state and or federal wage rates depending on funding source]

END OF SECTION

General Decision Number: KY140100 08/22/2014 KY100

Superseded General Decision Number: KY20130100

State: Kentucky

Construction Type: Highway

Counties: Anderson, Bath, Bourbon, Boyd, Boyle, Bracken, Breckinridge, Bullitt, Carroll, Carter, Clark, Elliott, Fayette, Fleming, Franklin, Gallatin, Grant, Grayson, Greenup, Hardin, Harrison, Henry, Jefferson, Jessamine, Larue, Lewis, Madison, Marion, Mason, Meade, Mercer, Montgomery, Nelson, Nicholas, Oldham, Owen, Robertson, Rowan, Scott, Shelby, Spencer, Trimble, Washington and Woodford Counties in Kentucky.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/03/2014 |
| 1 | 02/14/2014 |
| 2 | 04/18/2014 |
| 3 | 05/09/2014 |
| 4 | 05/23/2014 |
| 5 | 06/06/2014 |
| 6 | 06/27/2014 |
| 7 | 07/04/2014 |
| 8 | 07/18/2014 |
| 9 | 07/25/2014 |
| 10 | 08/22/2014 |

BRIN0004-003 06/01/2011

BRECKENRIDGE COUNTY

| | Rates | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 24.11 | 10.07 |

BRKY0001-005 06/01/2013

BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, & TRIMBLE COUNTIES:

| | Rates | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 24.82 | 10.71 |

BRKY0002-006 06/01/2011

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

| | Rates | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER..... | \$ 26.57 | 10.26 |
| ----- | | |
| BRKY0007-004 06/01/2011 | | |

BOYD, CARTER, ELLIOT, FLEMING, GREENUP, LEWIS & ROWAN COUNTIES:

| | Rates | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER..... | \$ 28.29 | 16.80 |
| ----- | | |
| BRKY0017-004 06/01/2009 | | |

ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN,
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,
OWEN, SCOTT, WASHINGTON & WOODFORD COUNTIES:

| | Rates | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER..... | \$ 24.11 | 9.97 |
| ----- | | |
| CARP0064-001 04/01/2014 | | |

| | Rates | Fringes |
|-------------------------|----------|---------|
| CARPENTER..... | \$ 27.50 | 14.96 |
| Diver..... | \$ 41.63 | 14.96 |
| PILEDRIVERMAN..... | \$ 27.75 | 14.96 |
| ----- | | |
| ELEC0212-008 06/02/2014 | | |

BRACKEN, GALLATIN and GRANT COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| ELECTRICIAN..... | \$ 26.74 | 16.45 |
| ----- | | |
| ELEC0212-014 07/01/2013 | | |

BRACKEN, GALLATIN & GRANT COUNTIES:

| | Rates | Fringes |
|--|----------|---------|
| Sound & Communication Technician..... | \$ 22.50 | 9.51 |
| ----- | | |
| * ELEC0317-012 05/28/2014 | | |

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

| | Rates | Fringes |
|-------------------------|----------|---------|
| ELECTRICIAN | | |
| Cable Splicer..... | \$ 32.68 | 18.13 |
| Electrician..... | \$ 32.62 | 21.45 |
| ----- | | |
| ELEC0369-007 05/29/2013 | | |

ANDERSON, BATH, BOURBON, BOYLE, BRECKINRIDGE, BULLITT, CARROLL,
 CLARK, FAYETTE, FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY,
 JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER,
 MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN, ROBERTSON, SCOTT,
 SHELBY, SPENCER, TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:

| | Rates | Fringes |
|-------------------------|----------|---------|
| ELECTRICIAN..... | \$ 29.48 | 14.37 |
| ----- | | |
| ELEC0575-002 06/02/2014 | | |

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

| | Rates | Fringes |
|-------------------------|----------|---------|
| ELECTRICIAN..... | \$ 31.70 | 14.21 |
| ----- | | |
| ENGI0181-018 07/01/2014 | | |

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

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller;
 Batcher Plant; Bituminous Paver; Bituminous Transfer
 Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All
 Scoop; Carry Deck Crane; Central Compressor Plant; Cherry
 Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over);
 Concrete Paver; Truck-Mounted Concrete Pump; Core Drill;
 Crane; Crusher Plant; Derrick; Derrick Boat; Ditching &
 Trenching Machine; Dragline; Dredge Operator; Dredge
 Engineer; Elevating Grader & Loaders; Grade-All; Gurries;
 Heavy Equipment Robotics Operator/Mechanic; High Lift;
 Hoe-Type Machine; Hoist (Two or More Drums); Hoisting
 Engine (Two or More Drums); Horizontal Directional Drill
 Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau;
 Locomotive; Mechanic; Mechanically Operated Laser Screeed;
 Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel
 Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete;
 Push Dozer; Rock Spreader, attached to equipment; Rotary
 Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier;
 Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom;
 Telescoping Type Forklift; Tow or Push Boat; Tower Crane
 (French, German & other types); Tractor Shovel; Truck
 Crane; Tunnel Mining Machines, including Moles, Shields or
 similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.);
 Bituminous Mixer; Boom Type Tamping Machine; Bull Float;
 Concrete Mixer (Under 21 cu. ft.); Dredge Engineer;
 Electric Vibrator; Compactor/Self-Propelled Compactor;

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

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

GROUP 4 - Bituminous Distributor; Burlap & Curing Machine; Cement Gun; Concrete Saw; Conveyor; Deckhand Oiler; Grout Pump; Hydraulic Post Driver; Hydro Seeder; Mud Jack; Oiler; Paving Joint Machine; Power Form Handling Equipment; Pump; Roller (Earth); Steerman; Tamping Machine; Tractor (Under 50 H.P.); & Vibrator

CRANES - with booms 150 ft. & Over (Including JIB), and where the length of the boom in combination with the length of the piling leads equals or exceeds 150 ft. - \$1.00 over Group 1 rate

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10%

ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

IRON0044-009 06/01/2013

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,
BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan);
CARROLL (Eastern third, including the Township of Ghent);
FLEMING (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);
MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);
NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);
SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall)

Rates

Fringes

IRONWORKER

| | | |
|--------------------|----------|-------|
| Fence Erector..... | \$ 22.50 | 18.40 |
| Structural..... | \$ 24.80 | 18.40 |

IRON0070-006 06/01/2014

ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN, GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE, WASHINGTON & WOODFORD
BOURBON (Southern two-thirds, including Townships of Austerlity, Centerville, Clintonville, Elizabeth, Hutchison, Littlerock, North Middletown & Paris);
CARROLL (Western two-thirds, including Townships of Carrollton, Easterday, English, Locust, Louis, Prestonville & Worthville);
CLARK (Western two-thirds, including Townships of Becknerville, Flanagan, Ford, Pine Grove, Winchester & Wyandotte);
OWEN (Eastern eighth, including Townships of Glenmary, Gratz, Monterey, Perry Park & Tacketts Mill);
SCOTT (Southern third, including Townships of Georgetown, Great Crossing, Newtown, Stampling Ground & Woodlake);

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 26.97 | 19.75 |

IRON0372-006 06/01/2013

BRACKEN, GALLATIN, GRANT, HARRISON and ROBERTSON
BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan);
CARROLL (Eastern third, including the Township of Ghent);
FLEMING (Western part, Excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);
MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);
NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);
SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall) COUNTIES

| | Rates | Fringes |
|------------------------------|----------|---------|
| IRONWORKER, REINFORCING..... | \$ 26.47 | 19.30 |

IRON0769-007 12/01/2012

BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY & ROWAN CLARK (Eastern third, including townships of Bloomingdale, Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson); FLEMING (Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford); MASON (Eastern third, including Townships of Helena, Marshall, Orangeburg, Plumville & Springdale); NICHOLAS (Eastern eighth, including the Township of Moorefield Sprout)

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 32.54 | 20.18 |

LABO0189-003 07/01/2014

BATH, BOURBON, BOYD, BOYLE, BRACKEN, CARTER, CLARK, ELLIOTT, FAYETTE, FLEMING, FRANKLIN, GALLATIN, GRANT, GREENUP, HARRISON, JESSAMINE, LEWIS, MADISON, MASON, MERCER, MONTGOMERY, NICHOLAS, OWEN, ROBERTSON, ROWAN, SCOTT, & WOOLFORD COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| Laborers: | | |
| GROUP 1..... | \$ 21.80 | 11.96 |
| GROUP 2..... | \$ 22.05 | 11.96 |
| GROUP 3..... | \$ 22.10 | 11.96 |
| GROUP 4..... | \$ 22.70 | 11.96 |

LABORERS CLASSIFICATIONS

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

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

Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

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

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

LABO0189-008 07/01/2014

ANDERSON, BULLITT, CARROLL, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| Laborers: | | |
| GROUP 1..... | \$ 22.71 | 11.05 |
| GROUP 2..... | \$ 22.96 | 11.05 |
| GROUP 3..... | \$ 23.01 | 11.05 |
| GROUP 4..... | \$ 23.61 | 11.05 |

LABORERS CLASSIFICATIONS

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

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

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

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

LABO0189-009 07/01/2014

BRECKINRIDGE & GRAYSON COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| Laborers: | | |
| GROUP 1..... | \$ 22.66 | 11.10 |
| GROUP 2..... | \$ 22.91 | 11.10 |
| GROUP 3..... | \$ 22.96 | 11.10 |
| GROUP 4..... | \$ 23.56 | 11.10 |

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste

- Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;
 & Tunnel Mucker (Free Air); Directional & Horizontal
 Boring; Air Track Drillers (All Types); Powdermen &
 Blasters; Troxler & Concrete Tester if Laborer is Utilized

 PAIN0012-005 06/11/2005

BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN,
 HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,
 ROBERTSON, SCOTT & WOODFORD COUNTIES:

| | Rates | Fringes |
|--|----------|---------|
| PAINTER | | |
| Bridge/Equipment Tender and/or Containment Builder.. | \$ 18.90 | 5.90 |
| Brush & Roller..... | \$ 21.30 | 5.90 |
| Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement..... | \$ 22.30 | 5.90 |
| Sandblasting & Waterblasting..... | \$ 22.05 | 5.90 |
| Spray..... | \$ 21.80 | 5.90 |

 PAIN0012-017 05/01/2014

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

| | Rates | Fringes |
|--|----------|---------|
| PAINTER (Heavy & Highway Bridges - Guardrails - Lightpoles - Striping) | | |
| Bridge Equipment Tender and Containment Builder..... | \$ 20.73 | 8.71 |
| Brush & Roller..... | \$ 23.39 | 8.71 |
| Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement..... | \$ 24.39 | 8.71 |
| Sandblasting & Water Blasting..... | \$ 24.14 | 8.71 |
| Spray..... | \$ 23.89 | 8.71 |

 PAIN0118-004 06/01/2014

ANDERSON, BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN,
 HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY,
 SPENCER, TRIMBLE & WASHINGTON COUNTIES:

| | Rates | Fringes |
|---|----------|---------|
| PAINTER | | |
| Brush & Roller..... | \$ 18.50 | 12.02 |
| Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning..... | \$ 19.00 | 12.02 |

PAIN1072-003 12/01/2013

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS and ROWAN COUNTIES

| | | |
|--|-------|---------|
| | Rates | Fringes |
|--|-------|---------|

Painters:

| | | |
|------------------------------|----------|-------|
| Bridges; Locks; Dams; | | |
| Tension Towers & Energized | | |
| Substations..... | \$ 31.03 | 15.10 |
| Power Generating Facilities. | \$ 27.79 | 15.10 |

 PLUM0248-003 06/01/2014

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS & ROWAN COUNTIES:

| | | |
|--|-------|---------|
| | Rates | Fringes |
|--|-------|---------|

| | | |
|------------------------------|----------|-------|
| Plumber and Steamfitter..... | \$ 33.00 | 18.95 |
|------------------------------|----------|-------|

 PLUM0392-007 06/01/2014

BRACKEN, CARROLL (Eastern Half), GALLATIN, GRANT, MASON, OWEN & ROBERTSON COUNTIES:

| | | |
|--|-------|---------|
| | Rates | Fringes |
|--|-------|---------|

| | | |
|-------------------------------|----------|-------|
| Plumbers and Pipefitters..... | \$ 29.80 | 17.79 |
|-------------------------------|----------|-------|

 PLUM0502-003 08/01/2013

BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN (Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES

| | | |
|--|-------|---------|
| | Rates | Fringes |
|--|-------|---------|

| | | |
|--------------|----------|-------|
| PLUMBER..... | \$ 32.00 | 17.17 |
|--------------|----------|-------|

 SUKY2010-160 10/08/2001

| | | |
|--|-------|---------|
| | Rates | Fringes |
|--|-------|---------|

Truck drivers:

| | | |
|--------------|----------|------|
| GROUP 1..... | \$ 16.57 | 7.34 |
| GROUP 2..... | \$ 16.68 | 7.34 |
| GROUP 3..... | \$ 16.86 | 7.34 |
| GROUP 4..... | \$ 16.96 | 7.34 |

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment;

Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement Breaker

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have been found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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

General Decision Number: KY140058 07/18/2014 KY58

Superseded General Decision Number: KY20130058

State: Kentucky

Construction Type: Building

County: Fayette County in Kentucky.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/03/2014 |
| 1 | 05/09/2014 |
| 2 | 06/06/2014 |
| 3 | 07/18/2014 |

* BRKY0017-008 03/01/2014

| | Rates | Fringes |
|--------------------|----------|---------|
| TILE FINISHER..... | \$ 15.42 | 5.37 |
| TILE SETTER..... | \$ 22.64 | 6.05 |

ELEC0369-020 05/29/2013

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 29.48 | 14.37 |

ENGI0181-061 06/01/2014

| | Rates | Fringes |
|---------------------|----------|---------|
| Operating Engineer: | | |
| GROUP 1..... | \$ 27.66 | 14.15 |
| GROUP 2..... | \$ 28.75 | 14.15 |
| GROUP 3..... | \$ 24.68 | 14.15 |
| GROUP 4..... | \$ 23.85 | 14.15 |

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Elevating Grader; Extendable Boom Forklift; Forklift (Regardless of Lift Height); Loader; Motor Scraper; Bulldozer; Mechanic; Power Blade; Motor Grader; Core Drill; Hoist; Rotary Drill

GROUP 2 - Crane (Including Overhead, Truck, Tower, & Hydraulic); Hoist (1 Drum); Hoisting Engine (2 or more Drums)

GROUP 3 - Form Grader; Tractor (50 H.P. & Over); Farm Tractor with attachments (Except Backhoe, Highlift & End Loader); Elevator (when used for hoisting); Hoisting Engineer (1 Drum or Buck Hoist);

GROUP 4 - Tractor (Under 50 H.P.); Oiler; Truck Crane Oiler

CRANE WITH BOOM 150 FEET & OVER, INCLUDING JIB SHALL RECEIVE \$.75 ABOVE GROUP 1

ALL CRANES WITH PILING LEADS WILL RECEIVE \$.50 ABOVE GROUP 1
REGARDLESS OF BOOM LENGTH

IRON0070-012 06/01/2014

| | Rates | Fringes |
|---|----------|---------|
| IRONWORKER, ORNAMENTAL, REINFORCING, AND STRUCTURAL..... | \$ 26.97 | 19.75 |

LABO0189-026 06/01/2014

| | Rates | Fringes |
|---------------------------|----------|---------|
| LABORER Pipelayer..... | \$ 21.41 | 10.70 |

PAIN0238-007 05/01/2014

| | Rates | Fringes |
|---------------------|----------|---------|
| PAINTER: Spray..... | \$ 23.89 | 8.71 |

PLUM0452-003 11/01/2013

| | Rates | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 30.00 | 16.50 |

PLUM0452-018 11/01/2013

| | Rates | Fringes |
|---|----------|---------|
| PIPEFITTER (Including HVAC Pipe Installation)..... | \$ 30.00 | 16.50 |

ROOF0042-009 08/01/2012

| | Rates | Fringes |
|--|----------|---------|
| ROOFER Built Up Roof, Modified Bitumen, Single Ply and Slate & Tile Roof..... | \$ 26.31 | 12.30 |

SFKY0669-003 07/01/2013

| | Rates | Fringes |
|--|----------|---------|
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 30.14 | 17.12 |

SHEE0110-023 12/01/2013

| | Rates | Fringes |
|---|----------|---------|
| SHEET METAL WORKER (Including HVAC Duct Installation)..... | \$ 28.66 | 18.03 |

 SUKY2010-111 07/30/2010

| | Rates | Fringes |
|--|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR..... | \$ 16.97 | 5.35 |
| BRICKLAYER..... | \$ 18.00 | 1.90 |
| CARPENTER (Floor Laying-Carpet Only)..... | \$ 16.63 | 6.08 |
| CARPENTER (Form Work Only)..... | \$ 16.92 | 7.20 |
| CARPENTER, Excludes Form Work, and Soft Floor Laying-Carpet..... | \$ 16.22 | 0.00 |
| CEMENT MASON/CONCRETE FINISHER...\$ | 21.40 | 0.00 |
| DRYWALL FINISHER/TAPER.....\$ | 14.84 | 0.00 |
| LABORER: Common or General.....\$ | 13.61 | 6.21 |
| LABORER: Mason Tender - Brick...\$ | 15.66 | 0.00 |
| LABORER: Mason Tender - Cement/Concrete.....\$ | 14.45 | 0.00 |
| OPERATOR: Backhoe/Excavator/Trackhoe.....\$ | 19.57 | 6.41 |
| OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$ | 19.51 | 5.38 |
| OPERATOR: Highlift.....\$ | 25.00 | 0.00 |
| PAINTER: Brush and Roller.....\$ | 13.84 | 3.50 |
| ROOFER: Shake & Shingle Roof....\$ | 12.98 | 0.00 |
| TRUCK DRIVER: Dump Truck.....\$ | 15.47 | 2.74 |

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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:

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

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

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

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

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

=====

END OF GENERAL DECISION



General Decision Number: KY140008 06/06/2014 KY8

Superseded General Decision Number: KY20130008

State: Kentucky

Construction Type: Residential

County: Fayette County in Kentucky.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/03/2014 |
| 1 | 06/06/2014 |

* ENGI0181-027 06/01/2014

| | Rates | Fringes |
|---|----------|---------|
| POWER EQUIPMENT OPERATOR: Crane (All other types), truck crane, tower crane (French, German and other types)..... | \$ 27.66 | 14.15 |
| CRANE WITH BOOM 150 FEET & OVER, INCLUDING JIB SHALL RECEIVE \$.50 ABOVE RATE | | |
| ALL CRANES WITH PILING LEADS WILL RECEIVE \$.50 ABOVE RATE REGARDLESS OF BOOM LENGTH | | |

PLUM0452-003 11/01/2013

| | Rates | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 30.00 | 16.50 |

SHEE0110-002 12/01/2013

| | Rates | Fringes |
|-------------------------|----------|---------|
| SHEET METAL WORKER..... | \$ 28.66 | 18.03 |

SUKY2010-042 07/21/2010

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| BRICKLAYER..... | \$ 16.00 | 0.00 |
| CARPENTER..... | \$ 14.56 | 0.00 |
| CEMENT MASON/CONCRETE FINISHER... | \$ 13.89 | 0.00 |
| DRYWALL FINISHER/TAPER..... | \$ 16.00 | 0.00 |

| | | |
|---|----------|------|
| ELECTRICIAN..... | \$ 15.70 | 0.00 |
| LABORER: Common or General..... | \$ 10.83 | 0.00 |
| LABORER: Grade Checker..... | \$ 15.16 | 4.63 |
| LABORER: Mason Tender - Cement/Concrete..... | \$ 12.10 | 0.00 |
| OPERATOR: Backhoe..... | \$ 21.50 | 1.79 |
| OPERATOR: Bulldozer..... | \$ 21.50 | 1.79 |
| OPERATOR: Roller..... | \$ 21.50 | 1.79 |
| PAINTER: Brush and Roller..... | \$ 10.00 | 0.00 |
| ROOFER: Shake & Shingle Roof.... | \$ 14.28 | 0.00 |
| TRUCK DRIVER: Dump Truck..... | \$ 14.00 | 1.63 |

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

=====

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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
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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.

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Washington, DC 20210

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END OF GENERAL DECISION

General Decision Number: KY140161 08/29/2014 KY161

State: Kentucky

Construction Type: Heavy

Counties: Bourbon, Clark, Fayette, Jessamine, Scott and Woodford Counties in Kentucky.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Modification Number 0 Publication Date 08/29/2014

ELEC0369-004 09/02/2013

| | Rates | Fringes |
|-------------------------|----------|---------|
| LINE CONSTRUCTION | | |
| Equipment Operator..... | \$ 29.48 | 10.90 |
| Groundman..... | \$ 19.53 | 8.91 |
| Lineman..... | \$ 32.98 | 11.60 |

ELEC0369-008 05/29/2013

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 29.48 | 14.37 |

ENGI0181-016 06/01/2014

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

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Crane; Forklift

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

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

ENGI0181-051 07/01/2014

| | Rates | Fringes |
|--------------------------|-------|---------|
| POWER EQUIPMENT OPERATOR | | |

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 28.85 | 14.15 |
| GROUP 2..... | \$ 26.24 | 14.15 |
| GROUP 4..... | \$ 25.95 | 14.15 |

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Drill; Pumpcrete; Roller (Bituminous)

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

GROUP 4 - Pump; Roller (Earth)

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

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

IRON0044-005 06/01/2013

| | Rates | Fringes |
|--|----------|---------|
| IRONWORKER (STRUCTURAL AND REINFORCING)..... | \$ 25.00 | 18.40 |

IRON0070-011 06/01/2014

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

LABO0189-020 07/01/2014

| | Rates | Fringes |
|---------------------------------|----------|---------|
| LABORER Concrete Worker..... | \$ 21.80 | 11.96 |

LABO0265-014 05/01/2014

| | Rates | Fringes |
|--|----------|---------|
| LABORER Concrete Saw (Hand Held/Walk Behind)..... | \$ 27.89 | 9.80 |
| Flagger..... | \$ 27.72 | 9.80 |

SUKY2011-038 06/25/2014

| | Rates | Fringes |
|---------------------------------|----------|---------|
| CARPENTER (Form Work Only)..... | \$ 24.80 | 8.76 |

| | | |
|----------------------------------|----------|-------|
| LABORER: Common or General..... | \$ 22.17 | 9.64 |
| LABORER: Concrete Finishing..... | \$ 25.75 | 8.60 |
| LABORER: Pipelayer..... | \$ 19.66 | 10.85 |
| OPERATOR: | | |
| Backhoe/Excavator/Trackhoe..... | \$ 22.56 | 12.10 |
| OPERATOR: Bulldozer..... | \$ 27.90 | 13.00 |
| OPERATOR: Loader..... | \$ 26.68 | 13.00 |
| OPERATOR: Mechanic..... | \$ 28.60 | 11.83 |
| OPERATOR: Oiler..... | \$ 24.34 | 13.00 |
| OPERATOR: Trencher..... | \$ 26.27 | 12.37 |
| TRUCK DRIVER: Dump Truck..... | \$ 17.82 | 3.26 |

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=====

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=====
END OF GENERAL DECISION





Steven L. Beshear
Governor

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

Larry Roberts
Secretary

Anthony Russell
Commissioner

August 20, 2014

Kurt Zehnder
GRW Engineers, INC
801 Corporate Drive
Lexington KY 40503

Re: Lexington-Fayette Urban County Government, Town Branch Wet Weather Storage Facility
G2-TB-1

Advertising Date as Shown on Notification: August 26, 2014

Dear Kurt Zehnder:

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

I am enclosing a copy of the current prevailing wage determination number CR 8-008, dated July 30, 2013 for FAYETTE County. This schedule of wages shall be attached to and made a part of the specifications for the work, printed on the bidding blanks, and made a part of the contract for the construction of the public works between the public authority and the successful bidder or bidders.

The determination number assigned to this project is based upon the advertising date contained in your notification. There may be modifications to this wage determination prior to the advertising date indicated. In addition, if the contract is not awarded within 90 days of this advertising date or if the advertising date is modified, a different set of prevailing rates of wages may be applicable. It will be the responsibility of the public authority to contact this office and verify the correct schedule of the prevailing rates of wages for use on the project. Your project number is as follows: 034-H-01268-13-8, Heavy/Highway

Sincerely,

Anthony Russell
Commissioner



**KENTUCKY LABOR CABINET
PREVAILING WAGE DETERMINATION
CURRENT REVISION
LOCALITY NO. 008**

**GABINETE DE TRABAJO
DETERMINACION DE SALARIOS PREDOMINANTES
REVISION AL CORRIENTE
LOCALIDAD NO. 008**

Determination No. CR-8-008
Determinación No. CR-8-008

Date of Determination: July 30, 2013
Fecha de Determinación: 30 de julio del 2013

PROJECT NO.034-H-01268-13-8

**_____BLDG _x_ HH
PROYECTO NO. 034-H-01268-13-8**

_____EDIFICIO _x_ CONST.PESAD

This schedule of the prevailing rate of wages for Locality No. 008, which includes Fayette County, 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-8-008.

Este horario de salarios predominantes es para la localidad N0.028, que incluye el condado de Fayette que ha sido determinado en acuerdo con las provisiones de la ley en el artículo KRS 337.505 al 337.550. Esta determinación debe ser referida como el Salario Predominante No.CR-8-008

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

Los principiantes deberá ser permitido de trabajar como está sujeto en la Administración de Regulaciones en las leyes 803 KAR 1:010. Copias de estas regulaciones deberán ser proporcionadas a cualquier persona que las solicite.

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

El tiempo extra debe estar calculado a no menos que sea uno y más un medio de tiempo (1 1/2) como es indicado en el SUELDO BASICO por las horas trabajadas en exceso de más de ocho horas (8) por día en exceso de más de cuarenta horas (40) por semana. No obstante, la ley KRS 337.540 permite que un empleado y un empleador consientan, por escrito, que un empleado sea compensado al mismo nivel de un sueldo básico por horas trabajadas en exceso de más de ocho (8) horas en cualquier día, pero no más de diez (10) horas trabajadas en un día de trabajo, esto solo puede pasar si existe un convenio previo por escrito después de las ocho horas (8) en un día de trabajo o estas siendo trabajadas, o donde hayan sido proporcionado un convenio colectivo y mutuo. La base de pago para los beneficios adicionales se deberá pagar al mismo nivel de todas las horas de trabajadas. Los montos de beneficios adicionales son aplicados para todas las horas trabajadas excepto cuando no haya acuerdo. A los soldadores recibirán un tipo de pago adicional de acuerdo a la artesanía de la soldadura.

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.

Ningún trabajador, obrero o mecánico deberá ser pagado a un nivel menos que un obrero general excepto cuando existan esas clasificaciones de aprendiz registrados honestamente con el supervisor del programa de Aprendizaje del

estado de Kentucky, a menos que de lo contrario sea especificado en el inventario de taza del salario.

NOTE: The type of construction shall be determined by applying the following definitions.
NOTA: El tipo de construcción será determinado aplicando las siguientes definiciones.

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.

CONSTRUCCION DE EDIFICIOS

Construyendo edificios significa un espacio protegido con acceso de entrada y salida con el propósito de albergar a personas, maquinaria, equipo o materiales. Esto incluye toda la construcción de cada estructura, de instalación de utilidades y la instalación de equipo, y esto incluye el nivel de arriba y abajo, así como también la gradación adicional, las utilidades y el pavimento.

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.

CONSTRUCCION DE CARRETERAS

La construcción de carreteras incluye lo siguiente, la alteración el reparamiento de carreteras o calles, autopistas, autopista de aviones, callejones, senderos, caminos, estacionamientos, y otros proyectos semejantes que sean similares ala construcción o construcción pesada. Esto es incluyendo toda la construcción que pueda suceder en conjunción con la construcción de un proyecto de carreteras.

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.

CONSTRUCCION PESADA

Los proyectos pesados son esos proyectos que no están clasificados apropiadamente como un "edificio" o como una "autopista". Por ejemplo, como proyectos de excavación, proyectos de líneas de agua y alcantarillado, desagüe de aguas residuales en plantas o instalaciones éstas son consideradas construcción pesada.



Anthony Russell, Commissioner
Department of Workplace Standards
Kentucky Labor Cabinet

BASE RATES AND FRINGE BENEFITS
SUELDO BASICO Y BENEFICIOS

| | | | |
|--|--|-------------------------------|----------------|
| ASBESTOS/INSULATION WORKERS: | | BASE RATE | \$24.92 |
| | | FRINGE BENEFITS | 11.80 |
| TRABAJADORES DE ASBESTOS Y AISLANTES: | | SUELDO BASICO | \$24.92 |
| | | BENEFICIOS ADICIONALES | 11.80 |

| | | | |
|----------------------|--|-------------------------------|----------------|
| BOILERMAKERS: | | BASE RATE | \$21.75 |
| | | FRINGE BENEFITS | 11.76 |
| CALDEDEROS: | | SUELDO BASICO | \$21.75 |
| | | BENEFICIOS ADICIONALES | 11.76 |

BRICKLAYERS:
ALBAÑILES:

| | | | |
|--------------|--|-------------------------------|----------------|
| Bricklayers: | | BASE RATE | \$24.31 |
| | | FRINGE BENEFITS | 11.40 |
| Albañiles: | | SUELDO BASICO | \$24.31 |
| | | BENEFICIOS ADICIONALES | 11.40 |

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| Firebrick & Refractory: | | BASE RATE | \$26.08 |
| | | FRINGE BENEFITS | 11.42 |
| Encargado de derretir material y Ladrillos resistentes a la acidez: | | SUELDO BASICO | \$26.08 |
| | | BENEFICIOS ADICIONALES | 11.42 |

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| Sawman & Layman: | | BASE RATE | 24.56 |
| | | FRINGE BENEFITS | 11.40 |
| Persona encargada de colocar el material necesario y el encargado de aserrar: | | SUELDO BASICO | \$24.56 |
| | | BENEFICIOS ADICIONALES | 11.40 |

CARPENTERS:
CARPINTEROS:

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|--|-----------------|-------------------------------|----------------|
| Carpenters: | BUILDING | BASE RATE | \$21.98 |
| (Includes Drywall Finisher) | | FRINGE BENEFITS | 12.70 |
| Carpinteros: | EDIFICIO | SUELDO BASICO | \$21.98 |
| (Incluye los trabajadores del acabado de yeso) | | BENEFICIOS ADICIONALES | 12.70 |

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| Piledrivermen: | BUILDING | BASE RATE | \$22.48 |
| | | FRINGE BENEFITS | 12.70 |
| Encargado de equipo de acero para recoger carga y desmonte al nivel del suelo: | EDIFICIO | SUELDO BASICO | \$22.48 |
| | | BENEFICIOS ADICIONALES | 12.70 |

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| Carpenters: | HEAVY & HIGHWAY | BASE RATE | \$26.90 |
| | | FRINGE BENEFITS | 14.50 |
| Carpinteros: | CONSTRUCCION PESADA Y AUTOPISTA | SUELDO BASICO | \$26.90 |
| | | BENEFICIOS ADICIONALES | 14.50 |

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

BASE RATES AND FRINGE BENEFITS

SUELDO BASICO Y BENEFICIOS

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| CONSTRUCCION PESADA Y AUTOPISTA | SUELDO BASICO | \$18.87 |
| | BENEFICIOS ADICIONALES | 9.03 |

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| ELEVATOR CONSTRUCTORS: | BASE RATE | \$30.46 |
| | FRINGE BENEFITS | 8.92 |
| CONSTRUCTOR DE ASCENSORES/ELEVADORES: | SUELDO BASICO | \$30.46 |
| | BENEFICIOS ADICIONALES | 8.92 |

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| GLAZIERS: | BASE RATE | \$24.15 |
| | FRINGE BENEFITS | 11.45 |
| VIDRIEROS: | SUELDO BASICO | \$24.15 |
| | BENEFICIOS ADICIONALES | 11.45 |

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| IRONWORKERS: | BASE RATE | \$26.47 |
| | FRINGE BENEFITS | 19.56 |
| TRABAJORES DE FUNDICION DE HIERRO: | SUELDO BASICO | \$26.47 |
| | BENEFICIOS ADICIONALES | 19.56 |

LABORERS / BUILDING:
OBREROS / EDIFICIO:

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

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|----------|-----------------|---------|
| BUILDING | *BASE RATE | \$20.41 |
| | FRINGE BENEFITS | 10.69 |

EDIFICIO GRUPO 1: Obreros generales, obreros que remueven asbestos, obreros que remueven los desechos tóxicos, acarreador de agua, (ayudante de ingenieros civiles, persona que carga la varilla para medir los niveles durante una inspección, trabajador de nivelación, se excluye todo el trabajo hecho por firmas de Ingenieros) encargados de vaciar y el reparo de concreto, destrucción de estructuras, removimiento de piezas de concreto y destrucción de las mismas, Trabajo manual de excavación y relleno, limpiadores del área de paso y donde será la construcción, Instalación de piezas laminadas de madera y el ademado con las mismas, trabajador que da señales para el tanque/bote/contenido de concreto, limpieza general y limpieza ambiental, nuclear, radiación desechos tóxicos y peligrosos de nivel D:

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| EDIFICIO | *SUELDO BASICO | \$20.41 |
| | BENEFICIOS ADICIONALES | 10.69 |

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

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|----------|-----------------|---------|
| BUILDING | *BASE RATE | \$20.81 |
| | FRINGE BENEFITS | 10.69 |

EDIFICIO GRUPO 2: Todos los operadores de herramientas con aire a presión, maquinaria pesada para excavación, trabajadores que limpian el asfalto por medio de rastrillo, trabajadores encargados de cargar y pulir, encargado de

bodega y escala, operador de moto sierra, cortador de concreto, cortador/ quemador, encargado de la trituradora eléctrica manual, todos los martillos eléctricos y los marros, encargado de señales, operadores de carretilla elevadora, trabajadores encargados de los moldes para vaciar el concreto en calles y en autopistas, encargados de los moldes de metal, calentadores, trabajador de colocación de mallas en los pasillos, calles y carreteras afuera de los edificios, obreros del trabajo contra los incendios, una barra que es utilizada como nivelador, un método antiguo para cortar metal por medio de una antorcha, constructor de partes, ayudante de albañil, ayudante de trabajos múltiples, instalador de pipas, instalador de un tipo de cemento, trabajadores ayudantes de la aplicación de acabados en polvo, carretillas eléctricas modelo Georgia, encargados de la excavación de hoyos para postes por medio de motor, obreros de ferrocarril, obreros de detonadores de arena, cimiento de un edificio o alguna otra estructura y trabajadores que se encargan de la gabarra de material pesado fuera del edificio, trabajadores encargados de señales, encargado de barrer y limpiar máquinas, operadores de máquinas de vibración, máquina de vibración/ forzada operada manual o por medio de control remoto, , Maquinaria especial que es operada manualmente y se utiliza para colocar las líneas de agua y electricidad, máquina para batidor de cemento mortero, obreros encargados de bombear agua y trabajadores ambientales- nucleares, radiación, tóxicos y desechos peligrosos- Nivel C

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| EDIFICIO | *SUELDO BASICO | \$20.81 |
| | BENEFICIOS ADICIONALES | 10.69 |

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

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| BUILDING | *BASE RATE | \$21.01 |
| | FRINGE BENEFITS | 10.69 |

EDIFICIO GRUPO 3: Encargado de pegar el asfalto en el pavimento, Protección contra incendio por medio de pistola, operador de protección contra incendio por medio de máquina, detonador de arena, concreto o máquina para bombear concreto:

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| EDIFICIO | *SUELDO BASICO | \$21.01 |
| | BENEFICIOS ADICIONALES | 10.69 |

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

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| BUILDING | *BASE RATE | \$21.11 |
| | FRINGE BENEFITS | 10.69 |

EDIFICIO GRUPO 4: Trabajadores de la aplicación de acabados en polvo y detonación, obrero ambiental, nuclear, radiación, tóxicos y desperdicios peligrosos Nivel B:

| | | |
|----------|------------------------|---------|
| EDIFICIO | *SUELDO BASICO | \$21.11 |
| | BENEFICIOS ADICIONALES | 10.69 |

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

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| BUILDING | *BASE RATE | \$21.61 |
| | FRINGE BENEFITS | 10.69 |

EDIFICIO GRUPO 5: Pozo de cimentación de (6 pies y más) herramienta de presión y neumática, obreros ambientales, nucleares, radiación, tóxicos y desperdicios peligrosos- Nivel A

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| EDIFICIO | *SUELDO BASICO | \$21.61 |
| | BENEFICIOS ADICIONALES | 10.69 |

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

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|----------|-----------------|---------|
| BUILDING | *BASE RATE | \$21.91 |
| | FRINGE BENEFITS | 10.69 |

EDIFICIO GRUPO 6: Trabajador de túneles y trabajadores mineros de túneles en arena, recipiente que se usa para

CLASSIFICATIONS

BASE RATES AND FRINGE BENEFITS

**CLASIFICACIONES
ADICIONALES**

SUELDO BASICO Y BENEFICIOS

detener el agua en un cimientto para que la construcción continúe (puede ser a presión o usando aire natural), un obrero que trabaja en excavación túneles debajo del agua, o puede tratarse de un obrero que trabaja excavando arena, o un excavador de tierra o lodo (puede ser a presión o usando aire natural)

EDIFICIO

*SUELDO BASICO

\$21.91

BENEFICIOS ADICIONALES

10.69

***Employees handling chemically treated materials which are harmful to the skin shall receive an additional \$.50 above base rate. Employees working on high work such as towers or smoke stacks, or any type of work fifty (50) feet above the ground or a solid floor shall receive \$1.00 above base rate. Employees working on boilers, kilns, melting tanks, furnaces, or when refractory is done using live fires, drying fires, heatups or any hot work shall receive \$2.00 above base rate.**

***Empleados que estén usando materiales tratados químicamente y que son peligrosos para la piel deberán recibir un sueldo adicional de \$.050 por hora. Los empleados que estén laborando en trabajos altos o en chimeneas, o en cualquier trabajo de más de 50 pies encima de la superficie o piso sólido deberán recibir \$1.00 encima de la base de sueldo. Empleados trabajando en calderas, hornos, tanques para derretir, calefacciones o cuando un refractario es hecho con fuego real, drying fires, heatups, o cualquier otro tipo de calentamiento deberá añadirse \$2.00 adicionales por encima de la base del sueldo.**

LABORERS / HEAVY & HIGHWAY:

OBREROS / CONSTRUCCION PESADA Y AUTOPISTA:

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

HEAVY & HIGHWAY

BASE RATE

\$21.35

FRINGE BENEFITS

12.01

CONSTRUCCION PESADA Y AUTOPISTA GRUPO 1: Trabajador de la curación y envejecimiento de cemento (cualquier método), trabajador de disminución de asbestos, trabajadores de planta para asfalto, trabajadores de asfalto en autopistas, trabajadores de desecho de materiales, ayudante de carpinteros, ayudante de albañiles para mampostería, limpiador de máquinas, trabajadores encargados del concreto, trabajadores de demolición, trabajadores de remover piezas sólidas de profundidades con agua, ayudante de perforación, trabajador ambiental, trabajador nuclear, de radiación, de tóxicos, de desperdicios peligrosos, Nivel D, trabajador que detiene la orilla de un palo durante el estudio de un terreno, trabajador de nivelación, trabajo manual de excavación y relleno, trabajadores que marcan las carreteras, trabajador de diseños de jardines, trabajador de colocación de mallas, trabajador que distribuye el asfalto caliente, trabajador de fundidor de hierro, trabajador de rieles, trabajadores que colocan las piedras que retienen la erosión de la tierra, al igual que el cemento mezclado, trabajadores que limpian el área derecho al paso, trabajador de señales, trabajador de barrera de seguridad e instalación de cercados/vallas (de todo tipo) guardavías, instalador de barreras y cercados (de todo tipo) instalador de barreras de sonidos, trabajadores de alcantarillado sanitario, tormentas e inundaciones, trabajador que da señales para el reverso/descarga de camionetas, destrucción de partes de concreto y limpieza general.

CONSTRUCCION PESADA Y AUTOPISTA

SUELDO BASICO

\$21.35

BENEFICIOS ADICIONALES

12.01

HEAVY HIGHWAY GROUP 2: Batter board men (sanitary and storm sewer), brickmason tenders, mortar mixer operator, scaffold builders, burner and welder, bushhammers, chain saw operator, concrete saw operators, deckhand scow man, dry cement handlers, environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C, forklift operators for masonry, form setters, green concrete cutting, hand operated grouter and grinder machine operator, jack hammers, lead paint abatement, pavement breakers, paving joint machine, pipe layers-laser operators (non-metallic),

plastic pipe fusion, power driven Georgia buggy or wheelbarrow, power post hole diggers, precast manhole setters, walk-behind tampers, walk-behind trenchers, sand blasters, concrete chippers, surface grinders, vibrator operators, wagon drillers:

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| HEAVY & HIGHWAY | BASE RATE | \$21.60 |
| | FRINGE BENEFITS | 12.01 |

CONSTRUCCION PESADA Y AUTOPISTA GRUPO 2: Trabajadores encargados de mantener lleno el contenido de cemento (alcantarillado sanitario y tormentas) ayudantes de albañil para mampostería, operador de batidor de cemento mortar fabricante de andamios, quemador y soldador, trabajadores que remueven cemento, metal oxidado y pintura con herramienta de aire, operador de moto sierra y operadores de moto sierra para concreto, trabajadores encargados de mantener limpio el área de carga en puentes y ríos, trabajadores encargados del cemento en seco, trabajadores ambientales, nucleares, y de radiación, de tóxicos y desperdicios peligrosos- Nivel C, operador de carretilla elevadora para mampostería, trabajadores encargados de fabricar los moldes para vaciar concreto, trabajadores encargados de cortar el concreto verde, operador manual para mezcla y máquina trituradora, martillo de aire compreso, corrección de pintura con plomo, quebradores de pavimento, máquina de enlace de pavimento, instalador de pipas, operadores de láser (que no sean metálicos), fusión de pipas de plástico, triciclo y carretilla eléctrica, excavación eléctrica de hoyos para postes, trabajadores encargados de los hoyos para los moldes de concreto, trabajador que camina por detrás de una máquina para escacharrar, trabajador que camina detrás de un excavadora, detonador de arena, martillo quebrantador de concreto, pulverizador de superficies, operadores de equipo de oscilación/vibración, perforador de vagones:

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| CONSTRUCCION PESADA Y AUTOPISTA | SUELDO BASICO | \$21.60 |
| | BENEFICIOS ADICIONALES | 12.01 |

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

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|-----------------|-----------------|---------|
| HEAVY & HIGHWAY | BASE RATE | \$21.65 |
| | FRINGE BENEFITS | 12.01 |

CONSTRUCCION PESADA Y AUTOPISTA GRUPO 3: sellador de asfalto/chapopote, protección contra incendio por medio de pistola, operadores y mezcladores de material contra incendio, encargado de explosivos y detonaciones encargados de construir barandilla/pasamanos pavimentado para zanjas/operadores de atornillar, trabajadores de túneles (al aire libre) y detonadores de agua:

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| CONSTRUCCION PESADA Y AUTOPISTA | SUELDO BASICO | \$21.65 |
| | BENEFICIOS ADICIONALES | 12.01 |

HEAVY HIGHWAY GROUP 4: Caisson workers (free air), cement finishers, environmental laborer - nuclear, radiation, toxic and hazardous waste - Levels A and B, miners and drillers (free air), tunnel blasters, and tunnel muckers (free air), directional and horizontal boring, air track driller (all types), powder man and blaster:

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| HEAVY & HIGHWAY | BASE RATE | \$22.25 |
| | FRINGE BENEFITS | 12.01 |

CONSTRUCCION PESADA Y AUTOPISTA GRUPO 4: Trabajadores con equipo protector (tipo cilindro) que es usado debajo de agua para protección de la presión de agua o derrumbes (Estructura usada debajo del agua con aire para no dejar entrar el agua)(libre de aire), trabajadores de acabado de cemento, trabajadores ambientales, nucleares, radiación, tóxicos y desperdicios peligrosos – Nivel A y B, mineros y taladradores (al aire libre) trabajadores en explosión en túneles (de todo tipo), encargado de la pólvora y detonación y trabajador de lodo en túneles (al aire libre) trabajadores en explosión de túneles (de todo tipo) encargado de la pólvora y detonación.

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| CONSTRUCCION PESADA Y AUTOPISTA | SUELDO BASICO | \$22.25 |
| | BENEFICIOS ADICIONALES | 12.01 |

MARBLE, TILE & TERRAZZO:

TRABAJADORES DEL ACABADO DE MARMOL, MOSAICO Y AZULEJO:

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|------------|-----------------|---------|
| Finishers: | BASE RATE | \$14.96 |
| | FRINGE BENEFITS | 0.00 |

BASE RATES AND FRINGE BENEFITS
SUELDO BASICO Y BENEFICIOS

Trabajadores encargados del terminado/acabado: SUELDO BASICO \$14.96
BENEFICIOS ADICIONALES 0.00

Setters: BASE RATE \$21.89
FRINGE BENEFITS 0.00

Persona que se encarga de colocar las moldes/molduras: SUELDO BASICO \$21.89
BENEFICIOS ADICIONALES 0.00

MILLWRIGHTS: BASE RATE \$24.18
FRINGE BENEFITS 15.67

TRABAJADORES QUE DAN MANTENIMIENTO Y REPARACION PARA LA MAQUINARIA PARA UN TRITURADOR (MOLINO): SUELDO BASICO \$24.18
BENEFICIOS ADICIONALES 15.67

OPERATING ENGINEERS / BUILDING:
INGENIEROS OPERADORES / EDIFICIO:

NCCCO OR OECP CERTIFIED

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

BUILDING BASE RATE \$27.90
FRINGE BENEFITS 13.90

EDIFICIO CLASE A-1: (NCCCO- Comisión Nacional de Certificación para Operadores de Grúas) o OECP Certified (Certificación del Programa de Ingenieros Operadores) Grúa, Máquina de extracción profunda como en ríos; sistema de poleas (1 cilindro cuando es usado para amontonar o también para la construcción o la reparación de una chimenea) Ingeniero en usar motor levanta cargas (de más de 2 cilindros) Recipiente redondo de diferentes niveles para recoger carga pesada, grúa con brazo de extensión designada para puentes, Encargado del equipo de acero para recoger carga y desmonte al nivel del suelo, camioneta con grúa, grúa con torre, grúa hidráulica:

EDIFICIO SUELDO BASICO \$27.90
BENEFICIOS ADICIONALES 13.90

BUILDING CLASS A: Articulating dump, auto patrol, batcher plant, bituminous paver, cableway, central compressor plant, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, directional boring machine, ditching and trenching machine, dragline, dredge operator, dredge engineer, elevating grader and all types of loaders, forklift (regardless of lift height), GPS systems (on equipment within the classification), hoe type machine, hoist (1 drum when used for stack or chimney construction or repair), hoisting engineer (2 or more drums), laser or remote controlled equipment (within the classification), locomotive, motor scraper, carry-all scoop, bulldozer, heavy duty welder, mechanic, orangepeel bucket, piledriver, power blade, motor grader, roller (bituminous), scarifier, shovel, tractor shovel, truck crane, winch truck, push dozer, highlift, all types of boom cats, self contained core drill, hopto, tow or push boat, a-frame winch truck, concrete paver, gradeall, hoist, hyster, pumpcrete, Ross carrier, boom, tail boom, rotary drill, hydro hammer, mucking machine, rock spreader attached to equipment, scoomobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, backfiller, gurries, sub-grader, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

BUILDING *BASE RATE \$26.84
FRINGE BENEFITS 13.90

EDIFICIO CLASE A: Descargue en movimiento, Auto patrulla, Planta de cantidad en material requerido, Relativo al chapopote o pavimento, Sistema de transportación por medio de cables, Planta central de compresores, Excavadora

que abre y cierra al extraer, Batidor de concreto (21 pies cúbicos o más), Bomba para concreto, Grúa, Planta designada para destrucción, Derrick, (puede ser operada manual o mecánica), barco/bote levanta cargas, Un tipo de herramienta en máquina encargada de trabajar mecánicamente en cilindros, perforaciones, moldes, Máquina pesada para excavación, Máquinas pesada para extracción o absorción profunda principalmente en agua, Ingenieros para ese tipo de máquinas, Niveladora para elevación para todo tipo de cargamentos, Montacargas (sin importar el tamaño de la carga) GPS, Sistemas de posición global (esto es en equipo en la misma clasificación) máquina para esparcir masas o morteros, levanta cargas, (una (1) torre o cilindro vertical usado para amontonar, o construcción o reparo de chimeneas) motor levanta cargas, (de más de 2 torres o cilindros verticales),equipo láser, manejado por medio de control remoto, (dentro de la misma clasificación), Locomotora, Raspador/espátula por medio de motor, Pala levanta todo, Demolición Buldócer, Soldadura para equipo muy resistente, Mecánico, Recipiente redondo de diferentes niveles para recoger carga pesada, Levanta cargas de un lugar a otro, Cortadora eléctrica, nivelador motorizado, Instrumento cilíndrico de rotación (para pavimento), Máquina descendente para romper carreteras, Pala, Tractor con Pala, Camioneta con Grúa, Máquina con torre o cilindro para jalar cable, soga, cadenas, etc., Máquina de empuje y levante que asiste para recoger escombros o piedra, Carretilla para altura, Todo tipo de piezas de acero instalados en grúas (como brazos), Mecanismo designado para hacer cortes anulares en piedra, Máquina excavadora, Remolque, barco/bote de empuje, Máquina para transporte pesado inclusive el acarreo de vehículos Pavimento de Concreto, Vehículo con todo tipo de navajas para cortes de nivelación, Levantamiento mecánico, Carretilla Elevadora, maquinaria de carretillas levantadoras, Equipo de manufacturación que hace bombas de concreto, Tipo de fabricación de carretilla levantadora y otro tipo de manejo de material, Una estructura hecha de madera para detener agua en puentes, Maquinaria designada para añadir otra herramienta a una máquina existente, Taladradora rotaria, , Máquina que rompe concreto en carreteras esta máquina es montada en llantas de goma muy pesadas, Máquina para limpiar y recoger piedra quebrada en túneles o minas, Sistema añadido para dispersar piedra, Pala con movimiento para levantar, Maquinaria pesada levanta cargas marca KeCal, Grúa montada encima de una torre que también es incorporada en un edificio, Equipo pesado de grúa (Pueden ser Francesas, Alemanas y de otros tipos), Máquina operada, o que se mueve por medio de agua o empleando otros líquidos en movimiento, Relleno o excavación alrededor de un edificio, **Gurries**, Sección entrelazada de pipa usada en excavación al nivelar, Máquina de excavación para túneles y minas, Protectores de hierro, acero o madera que sirve de apoyo como base en una mina.

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| EDIFICIO | *SUELDO BASICO | \$26.84 |
| | BENEFICIOS ADICIONALES | 13.90 |

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

***Operadores de grúas con extensiones tipo brazos de ciento cincuenta (150 pulgadas) y o sobre un brazo protector (grúa) deberán recibir setenta y cinco centavos (\$.75) más del sueldo básico. Todas las grúas con brazos para bajar o subir barras de acero, recibirán \$.50 más del sueldo básico sin importar la extensión de brazo**

BUILDING CLASS B: All air compressors (over 900 CFM), bituminous mixer, joint sealing machine, concrete mixer (under 21 cu. ft.), form grader, roller (rock), tractor (50 HP and over), bull float, finish machine, outboard motor boat, flexplane, fireman, boom type tamping machine, truck crane oiler, greaser on grease facilities servicing heavy equipment, switchman or brakeman, mechanic helper, whirley oiler, self-propelled compactor, tractair and road widening trencher and farm tractor with attachments (except backhoe, highlift and endloader), elevator (regardless of ownership when used for hoisting any building material), hoisting engineer (1-drum or buck hoist), firebrick (masonry excluded), well points, grout pump, throttle-valve man, tugger, electric vibrator compactor, and caisson drill helper:

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|----------|-----------------|---------|
| BUILDING | BASE RATE | \$23.94 |
| | FRINGE BENEFITS | 13.90 |

EDIFICIO CLASE B:

Todos los compresores de aire (más de 900 pies cúbicos por minuto) Mezcla de pavimento, Máquina estructural encargada de fundir material poroso, Mezcla de concreto medida (menos de 21 pies cúbicos por minuto), Máquina que se encarga de preparar la superficie donde se colocará el asfalto, Instrumento cilíndrico de rotación (para piedra), Tractor (50 HP- caballos de fuerza y mas), Máquina que da el terminado final de concreto en la superficie de carreteras,

Motor de barco que va fuera del agua, Un tipo de fabricación para colocar concreto en carreteras, Bombero, Máquina de equipo pesado con brazo de acero extendido colocado en grúa para compactar tierra, Personal encargada de asistir a los mecánicos para dar servicio a la maquinaria de tipo pesado, Persona encargada manual o mecánicamente de hacer, romper o cambiar conexiones en un circuito eléctrico, Ayudante de Mecánico, Trabajador encargado del aceiteado de las máquinas, Triturador autopropulsado, Tractor y equipo de excavación para expandir las carreteras, tractor agrícola con accesorios (excepto excavadora, carretilla elevadora o el descargador), Elevador, (sin importar la propiedad cuando es usado para levantar cargas materiales de cualquier edificio), Ingenieros de Levanta cargas, (de una 1 torre o cilindro vertical, o de recipiente para levantar) Albañilería de Ladrillo refractario es excluido, Una barra para excavación con un pico al final del extremo y que es conectado a una bomba para remover agua en algún lugar de excavación; Bomba para cemento fluido, Persona encargada de regular la corriente líquida de una bomba o compresor, Pequeño levanta cargas montado en columna para minas, Vibrador eléctrico condensador y ayudante de perforación en derrumbes (estructura que es usada con aire debajo del agua para excluir el agua) estos trabajadores usan equipo protector (tipo cilindro) que es usado debajo de agua para protección de la presión de agua o derrumbes.

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| EDIFICIO | SUELDO BASICO | \$23.94 |
| | BENEFICIOS ADICIONALES | 13.90 |

BUILDING CLASS C: Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, roller (earth), tamping machine, tractors (under 50 HP), vibrator, oiler, concrete saw, burlap and curing machine, hydro-seeder, power form handling equipment, deckhand steersman, hydraulic post driver, and drill helper:

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| BUILDING | BASE RATE | \$23.13 |
| | FRINGE BENEFITS | 13.90 |

EDIFICIO CLASE C:

Distribuidor de asfalto/pavimento, Pistola para cemento, Banda transportadora, Tipo de bomba que es montada en tráiler para bombeo de cemento, Máquina que se usa en carreteras para esparcir concreto, Tractor (50 HP- caballos de menos de fuerza), Instrumento cilíndrico de rotación (para tierra), persona encargada de aceitar la maquinaria, Cortadora de concreto, Máquina que se usa en autopistas-carreteras para el terminado de pavimento, Persona que ayuda al operador de grúas, Máquina que se encarga de rociar fertilizantes, semillas y agua para prevenir erosión, Equipo eléctrico para manejar moldes, Asistente de un tipo de barco que es plano que es usado en río o canal, Máquina que es usada en un tractor para transportar materiales para una valla o cercado, Ayudante de perforación.

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| EDIFICIO | SUELDO BASICO | \$23.13 |
| | BENEFICIOS ADICIONALES | 13.90 |

**OPERATING ENGINEERS / HEAVY HIGHWAY:
 INGENIEROS OPERADORES /CONSTRUCCION PESADA Y AUTOPISTA:**

NCCCO OR OECP CERTIFIED

HEAVY HIGHWAY CLASS A-1: Cableway, carry deck crane, cherry picker, clamshell, crane, derrick, derrick boat, dragline, hoist engine (2 or more drums), hydraulic boom truck, hydrocrane, orange peel bucket, overhead crane, piledriver, rough terrain crane, tower cranes (French, German & other types), truck crane:

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|---------------|-----------------|---------|
| HEAVY HIGHWAY | BASE RATE | \$29.07 |
| | FRINGE BENEFITS | 13.90 |

CONSTRUCCION PESADA Y AUTOPISTA CLASE A-1: (NCCCO- Comisión Nacional de Certificación para Operadores de Grúas) o OECP Certified (Certificación del Programa de Ingenieros Operadores), Grúas, Máquina de extracción profunda como en ríos, Motor levanta cargas (1 cilindro cuando es usado para un cañón de chimenea, o para construcción o reparación), Mover o cargar algo por medio de cuerda o sistema de poleas (de dos o más cilindros), Recipiente redondo de diferentes niveles para recoger carga pesada, Grúa, Encargado del equipo de acero para recoger carga y desmante al nivel del suelo, grúa montada en camioneta, grúa hidráulica:

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|---------------------------------|------------------------|---------|
| CONSTRUCCION PESADA Y AUTOPISTA | SUELDO BASICO | \$29.07 |
| | BENEFICIOS ADICIONALES | 13.90 |

HEAVY HIGHWAY CLASS A: A-frame winch truck, auto patrol, backfiller, batcher plant, bituminous paver, bituminous transfer machine, all types of boom cats, bulldozer, cableway, carry-all scoop, carry deck crane, central compressor

plant operator, clamshell, concrete mixer (21 cu. ft. or over), concrete paver, truck-mounted concrete pump, core drills, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge operator, dredge engineer, earth movers, elevating grader and all types of loaders, grade-all, guries, heavy equipment robotics operator/mechanic, high lift, hoe-type machine, hoist (two or more drums), hoisting engine (two or more drums), horizontal directional drill operator, hydraulic boom truck, hydrocrane, hyster, KeCal loader, Letourneau, Locomotive, mechanic, mechanically operated laser screed, mechanic welder, mucking machine, motor scraper, orangepeel bucket, piledriver, power blade, pumpcrete push dozer, rock spreader attached to equipment, all rotary drills, roller (bituminous), scarifier, scoopmobile, shovel, side boom, subgrader, tallboom, telescoping type forklift, tow or push boat, tower cranes (French, German and other types) tractor shovel and truck crane, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

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| HEAVY & HIGHWAY | BASE RATE | \$28.00 |
| | FRINGE BENEFITS | 13.90 |

CONSTRUCCION PESADA Y AUTOPISTA CLASE A: Máquina portátil donde para transportar material muy pesado inclusive automóviles y también para colgar materiales por medio de las vigas, Auto patrulla, Relleno o excavación alrededor de un edificio, Planta de cantidad de cierto material requerido, Relativo al chapopote o pavimento, Mezcla de pavimento que es transferido por medio de máquina, Todo tipo de piezas de acero instalados en grúas (como brazos), Demolición Buldócer, Sistema de transportación por medio de cables, Pala levanta todo, Levanta cargas pequeña que mueve equipo de construcción de un lugar a otro, Planta central de compresores, Excavadora que abre y cierra al extraer, Batidor de concreto (más de 21 pies "Referente a la medida" de pies cúbicos por minuto o más) Pavimento de Concreto , Maquinaria pesada con extensión de acero para transportar concreto a las áreas de trabajo, Bomba para concreto, Mecanismo designado para hacer cortes anulares en piedra, Grúa, Planta designada para destrucción, Maquinaria Derrick, (puede ser operada manual o mecánica), barco/bote levanta cargas, Máquina de excavación para cortes de tierra, Máquina de extracción profunda como en ríos, Ingeniero para el manejo de máquinas de extracción profunda, Maquinaria pesada para el empujar o acarrear tierra, Niveladora para elevación para todo tipo de cargamentos, Preparación de superficies de terrenos a nivel, **Gurries**, Operador Mecánico para equipo tipo robot en material pesado, Carretilla para altura, Máquina para esparcir masas o morteros, Levanta cargas, Motor levanta cargas, (de más de dos torres o cilindros verticales) Mover o cargar algo por medio de cuerda o sistema de poleas (de dos o más cilindros) Maquinaria usada para perforación debajo de carreteras para servicios eléctricos, gas y de agua potable, Un tipo de grúa que es montada en una camioneta de carga que es plana, Máquina operada, o que se mueve por medio de agua o empleando otro líquidos en movimiento, Tipo de fabricación de carretillas levantadoras, Maquinaria para levantar carga marca Kecal, Equipo de material pesado Letourneau, Locomotora, Mecánica, Oscilador operado mecánicamente por medio de láser usado para pulir superficies, Soldador Mecánico, Máquina para limpiar y recoger piedra quebrada en túneles o minas, Máquina niveladora que mueve cantidades grandes de tierra en una construcción, Recipiente redondo de diferentes niveles para recoger carga pesada, Levanta cargas de un lugar a otro Cortadora eléctrica, Equipo de manufacturación que hace bombas de concrete, Sistema añadido para dispersar piedra, Todo tipo de taladros rotarios, Instrumento cilíndrico de rotación (para pavimento), Máquina descendente para romper carreteras, Pala con movimiento para levantar, Pala, Máquina tipo buldócer que es usada para acarrear pipas de electricidad, Una estructura pequeña que conecta el final de una máquina hacia otra herramienta u otra máquina, Tipo de maquinaria que es usada para colocar material encima de la estructura de un techo, Remolque, Barco/bote de empuje, Equipo pesado de grúa (Pueden ser Francesas, Alemanas y de otros tipos), Tractor con Pala, Camioneta con Grúa, Máquina de excavación para túneles y minas.

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| CONSTRUCCION PESADA Y AUTOPISTA | SUELDO BASICO | \$28.00 |
| | BENEFICIOS ADICIONALES | 13.90 |

Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.

Operadores de grúas con brazos extendidos de más de cincuenta cincuenta (150') pies y más sobre un brazo protector (grúa) deberán recibir \$.50 centavos por encima del sueldo base.

HEAVY HIGHWAY CLASS B: All air compressors (over 900 cu. ft. per min.), bituminous mixer, boom type tamping machine, bull float, concrete mixer (under 21 cu. ft.), dredge engineer, electric vibrator compactor/self-propelled compactor, elevator (one drum or buck hoist), elevator (regardless of ownership when used to hoist building material), finish machine, firemen, flexplane, forklift (regardless of lift height), form grader, hoist (one drum), joint sealing machine,

mechanic helper, outboard motor boat, power sweeper (riding type), roller (rock), ross carrier, skid mounted or trailer mounted concrete pumps, skid steer machine with all attachments, switchman or brakeman, throttle valve man, Tract air and road widening trencher, tractor (50 HP and over), truck crane oiler, tugger, welding machine, well points, and whirley oiler:

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|----------------------------|------------------------|----------------|
| HEAVY & HIGHWAY | BASE RATE | \$25.45 |
| | FRINGE BENEFITS | 13.90 |

CONSTRUCCION PESADA CLASE B: Todos los compresores de aire (más de 900 "Referente a la medida" de pies cúbicos por minuto), Mezcla de pavimento, Máquina de equipo pesado con brazo de acero extendido colocado en grúa para colocar tierra, Máquina que da el terminado final al concreto en la superficie de las carreteras, Mezclador de concreto (menos de 21 pies "Referente a la medida" de pies cúbicos por minuto o más, Vibrador eléctrico para compactar/auto propulsión, Elevador (de una 1 torre o cilindro vertical o de recipiente para levantar),Elevador (sin importar la propiedad cuando es usado para levantar cargas, materiales de cualquier edificio), una plataforma elevadora que se le sujeta atrás de una camioneta, Máquina para terminado, Bomberos, Un tipo de fabricación para colocar concreto en carreteras, Montacargas (sin importar el tamaño de la carga),Montacargas (sin importar el nivel de altura con excepción cuando es usada para levantar construcción de mampostería), Máquina que se encarga de preparar la superficie donde se colocará el asfalto, Bomba para cemento líquido, Levanta cargas (una torre o un cilindro), Motor levanta cargas, Carretilla levantadora es un accesorio que se usa en una grúa, Máquina estructural encargada de fundir material poroso, Ayudante de Mecánico, Un proceso para levantar un bloque de cemento de la superficie de la tierra, Motor que usado fuera del agua, Cepillo Mecánico (De los que se montan), Instrumento Cilíndrico de rotación (para piedra), Maquinaria levanta cargas marca Ross, Maquinaria pesada especial para cortar aberturas profundas para fundación, Bombas montadas tipo esquís o bombas para concreto montadas en tráileres, Maquinaria pesada para compactar tierra propulsada por sí misma, Maquina mediana levanta pala con todos los accesorios, Persona encargada de hacer, romper o cambiar manual o mecánicamente las conexiones en un circuito eléctrico, Persona encargada de cambiar de regular la corriente líquida de una bomba o compresor, Tractor y equipo de excavación para expandir carreteras, Tractor (50HP- Medidas de caballos de fuerza y más), Persona que asiste al operador de grúas, Remolcador, Pequeño levanta cargas montado en columna para minas, Máquina Soldadora, Una barra para excavación con un pico al final del extremo y que es conectado a una bomba para remover agua en algún lugar de excavación, Trabajador que se encarga del engrasado de las máquinas:

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| CONSTRUCCION PESADA Y AUTOPISTA | SUELDO BASICO | \$25.45 |
| | BENEFICIOS ADICIONALES | 13.90 |

HEAVY HIGHWAY CLASS B2: Greaser on grease facilities servicing heavy equipment, all off road material handling equipment, including articulating dump trucks:

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| HEAVY & HIGHWAY | BASE RATE | \$25.85 |
| | FRINGE BENEFITS | 13.90 |

CONSTRUCCION PESADA CLASE B2:

Persona encargada de asistir a los mecánicos con el mantenimiento de maquinaria pesada, incluyendo todo el material de carretera, adicionalmente los carros de carga con batidoras encima:

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| CONSTRUCCION PESADA Y AUTOPISTA | SUELDO BASICO | \$25.85 |
| | BENEFICIOS ADICIONALES | 13.90 |

HEAVY HIGHWAY CLASS C: Bituminous distributor, burlap and curing machine, caisson drill and core drill helper (track or skid mounted), cement gun, concrete saw, conveyor, deckhand oiler, grout pump, hydraulic post driver, hydro seeder, mud jack, oiler, paving joint machine, power form handling equipment, pump, roller (earth), steermen, tamping machine, tractors (under 50 H.P.) and vibrator:

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|----------------------------|------------------------|----------------|
| HEAVY & HIGHWAY | BASE RATE | \$25.17 |
| | FRINGE BENEFITS | 13.90 |

CONSTRUCCION PESADA Y AUTOPISTA CLASE C:

Distribuidor de pavimento, Arpillera y Máquina de reparación, Pistola para cemento, Cortadora de concreto, Banda transportadora, Persona que trabaja en un barco plano que es usado en ríos o en canal, Bomba para cemento fluido, Máquina que es usada en un tractor para transportar materiales para una valla o cercado, Máquina que se encarga de rociar fertilizantes, semillas y agua para prevenir erosión, Proceso de bombear agua, tierra, cemento revuelto debajo del concreto para poder levantarlo, trabajador que se encarga de engrasar/aceitar la maquinaria Máquina para compactar tierra, Equipo eléctrico para manejar moldes, Bomba, Instrumento cilíndrico de rotación (para tierra), Trabajadores encargados de guiar, Maquinaria pesada para compactar tierra, o concreto malformado, Tractor (de

CLASSIFICATIONS
CLASIFICACIONES
ADICIONALES

BASE RATES AND FRINGE BENEFITS
SUELDO BASICO Y BENEFICIOS

menos de 50 HP- caballos de fuerza), Instrumento mecánico que produce oscilación.

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| CONSTRUCCION PESADA Y AUTOPISTA | SUELDO BASICO | \$25.17 |
| | BENEFICIOS ADICIONALES | 13.90 |

**Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.
 **Operadores en grúas con brazo de ciento cincuenta pies (150") y más incluyendo el brazo extendido deberá recibir \$0.50 encima del sueldo básico.

PAINTERS:
PINTORES:

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|--|------------------------|---------|
| Brush, roller & paperhanger: | BASE RATE | \$17.87 |
| | FRINGE BENEFITS | 9.10 |
| Pintores de brocha, Rodillo y Empapeladores: | SUELDO BASICO | \$17.87 |
| | BENEFICIOS ADICIONALES | 9.10 |

Spray, sandblast, waterblast (4000+ PSI), fireproofing & lead abatement:

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|---|------------------------|---------|
| | BASE RATE | \$18.37 |
| | FRINGE BENEFITS | 9.10 |
| Rociador, detonador de arena, detonador (de más de 4000 libras por pulgada cuadrada) protección contra incendios, reducción de plomo: | SUELDO BASICO | \$18.37 |
| | BENEFICIOS ADICIONALES | 9.10 |

PLASTERERS:

| | | |
|--------------|------------------------|---------|
| | BASE RATE | \$20.65 |
| | FRINGE BENEFITS | 5.85 |
| ENYESADORES: | SUELDO BASICO | \$20.65 |
| | BENEFICIOS ADICIONALES | 5.85 |

PLUMBERS & PIPEFITTERS:

| | | |
|------------------------|------------------------|---------|
| | BASE RATE | \$30.00 |
| | FRINGE BENEFITS | 15.56 |
| PLOMEROS Y FONTANEROS: | SUELDO BASICO | \$30.00 |
| | BENEFICIOS ADICIONALES | 15.56 |

ROOFERS: (Excluding Metal Roofs)

| | | |
|---|------------------------|---------|
| | BASE RATE | \$16.65 |
| | FRINGE BENEFITS | 4.95 |
| TECHADORES: (Se excluyen los techos de metal) | SUELDO BASICO | \$16.65 |
| | BENEFICIOS ADICIONALES | 4.95 |

SHEETMETAL WORKERS: (Including Metal Roofs)

| | | |
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| | BASE RATE | \$28.00 |
| | FRINGE BENEFITS | 13.59 |

TRABAJADORES DE HOJA DE METAL: (Incluye techos de hoja de metal)

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| | SUELDO BASICO | \$28.00 |
| | BENEFICIOS ADICIONALES | 13.59 |

SPRINKLER FITTERS:

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| | BASE RATE | \$30.14 |
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CR 8-008 2013
 CLASSIFICATIONS
 CLASIFICACIONES
 ADICIONALES

BASE RATES AND FRINGE BENEFITS

SUELDO BASICO Y BENEFICIOS

| | | |
|---|------------------------|---------|
| | FRINGE BENEFITS | 17.37 |
| ESPECIALIZADO EN CONECTAR ROCIADORES DE AGUA CONTRA INCENDIOS: | | |
| | SUELDO BASICO | \$30.14 |
| | BENEFICIOS ADICIONALES | 17.37 |

**TRUCK DRIVERS / BUILDING:
 CONDUCTORES DE CAMION/CAMIONETAS /EDIFICIO:**

Truck Helper and Warehouseman:

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|--|------------------------|---------|
| BUILDING | BASE RATE | \$19.05 |
| | *FRINGE BENEFITS | 11.08 |
| Ayudante de conductor encargado de bodega: | | |
| EDIFICIO | SUELDO BASICO | \$19.05 |
| | BENEFICIOS ADICIONALES | 11.08 |

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| Driver - 3 tons and under, Greaser, Tire Changer and Mechanic Helper: | BASE RATE | \$19.17 |
| BUILDING | *FRINGE BENEFITS | 11.08 |

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| Conductor – de 3 toneladas y menos de tres toneladas, Cambiador de llantas y ayudante de mecánico: | SUELDO BASICO | \$19.17 |
| EDIFICIO | BENEFICIOS ADICIONALES | 11.08 |

Driver - over 3 tons, Drivers, Semi-Trailer or Pole Trailer; Dump Trucks, Tandem Axle; Farm Tractor when used to pull building material or equipment:

| | | |
|--|-------------------------|----------|
| BUILDING | BASE RATE | \$19.28 |
| | *FRINGE BENEFITS | 11.08 |
| Conductor, de más de 3 toneladas, conductores, Sema- Tráiler o Remolque para tráiler, Camiones de Volteo, Dirección en los ejes delanteros; Tractor agrícola cuando es usado para jalar material o equipo de construcción: | SUELDO BASICO | \$ 19.28 |
| EDIFICIO | *BENEFICIOS ADICIONALES | 11.08 |

| | | |
|---|------------------|---------|
| Drivers, Concrete Mixer Trucks (all types, hauling on job sites only); Truck Mechanics: | BASE RATE | \$19.35 |
| BUILDING | *FRINGE BENEFITS | 11.08 |

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| Conductores, Camiones Batidores de concreto (de todo tipo, solamente aplica a los que transportan material para el área de trabajo) Conductores Mecánicos. | SUELDO BASICO | \$19.35 |
| EDIFICIO | *BENEFICIOS ADICIONALES | 11.08 |

Drivers, Euclid and other Heavy Earth Moving Equipment and Low Boy, Winch Truck and A-Frame Truck and Monorail Truck when used to transport building materials, Forklift Truck when used inside warehouse or storage area:

| | | |
|----------|------------------|---------|
| BUILDING | BASE RATE | \$19.45 |
| | *FRINGE BENEFITS | 11.08 |

Conductor, Euclid (tipo específico de maquinaria pesada) y otro tipo de maquinaria pesada para remover tierra, tipo de tráiler bajo, usualmente para transportar maquinaria, Máquina portátil donde para transportar material muy pesado inclusive automóviles también para colgar materiales por medio de vigas, Camioneta monorraíl para transportar materiales de construcción, Maquinaria pesada levanta cargas cuando es usado para transportar materiales dentro de una área de almacén.

| | | |
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| EDIFICIO | SUELDO BASICO | \$19.45 |
| | *BENEFICIOS ADICIONALES | 11.08 |

BUILDING TRUCK DRIVERS: Drivers working or hauling to or from any hazardous or toxic site will add \$4.00 to base rate. *TRUCK DRIVER FRINGE BENEFITS apply to employees who have been employed a minimum or twenty (20) calendar days within any ninety (90) consecutive day period of that employer.
EDIFICIO CONDUCTORES DE CARGA: Conductores trabajando o transportando desde un lugar donde se encuentran desperdicios peligrosos se le añadirá \$4.00 al sueldo base.* LOS BENEFICIOS ADICIONALES PARA LOS CONDUCTORES, se aplica para los empleados que han estado trabajando por un mínimo de (20) días consecutivos dentro de cualquier noventa (90) días consecutivos con ese empleador.

**TRUCK DRIVERS / HEAVY HIGHWAY:
 CONDUCTORES DE CAMION/CAMIONETAS /CONSTRUCCION PESADA Y AUTOPISTA:**

Mobile batch truck helper: HEAVY & HIGHWAY BASE RATE \$16.57
 FRINGE BENEFITS 7.34

Ayudante de transporte de material hecho en tanda (cantidad):
 CONSTRUCCION PESADA Y AUTOPISTA SUELDO BASICO \$16.57
 BENEFICIOS ADICIONALES 7.34

Greaser, tire changer and mechanic helper:
 HEAVY & HIGHWAY BASE RATE \$16.68
 FRINGE BENEFITS 7.34

Encargado de engrasar/lubricar la maquinaria, Cambiador de llantas y ayudante de mecánico:
 CONSTRUCCION PESADA Y AUTOPISTA SUELDO BASICO \$16.68
 BENEFICIOS ADICIONALES 7.34

Single axle dump, flatbed, semi-trailer or pole trailer when used to pull building materials and equipment, tandem axle dump, distributor and truck mechanic:
 HEAVY & HIGHWAY BASE RATE \$16.86
 FRINGE BENEFITS 7.34

Conductor de un eje delantero para descargue y remolque de un volteo o una camioneta, tráiler pareado (semi) o tráiler de remolque cuando es usado para jalar materiales y equipo de construcción, camión de volteo o camioneta para vaciar, conductores distribuidores de volteos/camionetas y mecánico de los mismos.
 CONSTRUCTION PESADA Y AUTOPISTA SUELDO BASICO \$16.86
 BENEFICIOS ADICIONALES 7.34

Euclid and other heavy earthmoving equipment and lowboy, articulator cat, 5-axle vehicle, winch and A-frame when used in transporting materials, ross carrier, forklift when used to transport building materials, and pavement breaker:
 HEAVY & HIGHWAY BASE RATE \$16.96
 FRINGE BENEFITS 7.34

Vehículos Euclid, otro tipo de maquinaria pesada para remover tierra y un tipo de tráiler bajo, usualmente para transportar maquinaria, Maquinaria pesada cat, transporte abierto descargue de 5 ejes, Máquina portátil donde se puede transportar y colgar materiales por medio de las vigas, Referente a un tipo específico de manufacturación de equipo levanta cargas y otro tipo de maquinaria para transportar (Ross), Maquinaria pesada levanta cargas cuando es usado para transportar materiales, Conductor de frenos en pavimento.
 CONSTRUCTION Y AUTOPISTA SUELDO BASICO \$16.96
 BENEFICIOS ADICIONALES 7.34

END OF DOCUMENT
CR-8-008
JULY 30, 2013

FINAL DE ESTE DOCUMENTO
CR-8-008
30 DE JULIO DEL 2013

**KENTUCKY LABOR CABINET
PREVAILING WAGE DETERMINATION
CURRENT REVISION
LOCALITY NO. 008**

Determination No. CR-8-008

Date of Determination: July 30, 2013

PROJECT NO. 034-H-01268-13-8

_____BLDG ___x___HH

This schedule of the prevailing rate of wages for Locality No. 008, which includes Fayette County, 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-8-008.

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

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

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

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

BUILDING CONSTRUCTION

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

HIGHWAY CONSTRUCTION

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

HEAVY CONSTRUCTION

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



Anthony Russell, Commissioner
Department of Workplace Standards
Kentucky Labor Cabinet

| | | | |
|-------------------------------|--|-----------------|---------|
| ELEVATOR CONSTRUCTORS: | | BASE RATE | \$30.46 |
| | | FRINGE BENEFITS | 8.92 |

| | | | |
|------------------|--|-----------------|---------|
| GLAZIERS: | | BASE RATE | \$24.15 |
| | | FRINGE BENEFITS | 11.45 |

| | | | |
|---------------------|--|-----------------|---------|
| IRONWORKERS: | | BASE RATE | \$26.47 |
| | | FRINGE BENEFITS | 19.56 |

LABORERS / BUILDING:

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

| | | |
|----------|-----------------|---------|
| BUILDING | *BASE RATE | \$20.41 |
| | FRINGE BENEFITS | 10.69 |

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

| | | |
|----------|-----------------|---------|
| BUILDING | *BASE RATE | \$20.81 |
| | FRINGE BENEFITS | 10.69 |

BUILDING GROUP 3: Asphalt paver screwman, gunnite nozzleleman and gunnite nozzle machine operator, sand blaster nozzleleman, concrete or grout pumpman, plaster pumpman:

| | | |
|----------|-----------------|---------|
| BUILDING | *BASE RATE | \$21.01 |
| | FRINGE BENEFITS | 10.69 |

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

| | | |
|----------|-----------------|---------|
| BUILDING | *BASE RATE | \$21.11 |
| | FRINGE BENEFITS | 10.69 |

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

| | | |
|----------|-----------------|---------|
| BUILDING | *BASE RATE | \$21.61 |
| | FRINGE BENEFITS | 10.69 |

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

| | | |
|----------|-----------------|---------|
| BUILDING | *BASE RATE | \$21.91 |
| | FRINGE BENEFITS | 10.69 |

***Employees handling chemically treated materials which are harmful to the skin shall receive an additional \$.50 above base rate. Employees working on high work such as towers or smoke stacks, or any type of work fifty (50) feet above the ground or a solid floor shall receive \$1.00 above base rate. Employees working on boilers, kilns, melting tanks, furnaces, or when refractory is done using live fires, drying fires, heatups or any hot work shall receive \$2.00 above base rate.**

LABORERS / HEAVY & HIGHWAY:

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

| | | |
|-----------------|-----------------|---------|
| HEAVY & HIGHWAY | BASE RATE | \$21.35 |
| | FRINGE BENEFITS | 12.01 |

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

| | | |
|-----------------|-----------------|---------|
| HEAVY & HIGHWAY | BASE RATE | \$21.60 |
| | FRINGE BENEFITS | 12.01 |

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

| | | |
|-----------------|-----------------|---------|
| HEAVY & HIGHWAY | BASE RATE | \$21.65 |
| | FRINGE BENEFITS | 12.01 |

HEAVY HIGHWAY GROUP 4: Caisson workers (free air), cement finishers, environmental laborer - nuclear, radiation, toxic and hazardous waste - Levels A and B, miners and drillers (free air), tunnel blasters, and tunnel muckers (free air), directional and horizontal boring, air track driller (all types), powder man and blaster:

| | | |
|-----------------|-----------------|---------|
| HEAVY & HIGHWAY | BASE RATE | \$22.25 |
| | FRINGE BENEFITS | 12.01 |

MARBLE, TILE & TERRAZZO:

Finishers:

| | | |
|--|-----------------|---------|
| | BASE RATE | \$14.96 |
| | FRINGE BENEFITS | 0.00 |

Setters:

| | | |
|--|-----------------|---------|
| | BASE RATE | \$21.89 |
| | FRINGE BENEFITS | 0.00 |

MILLWRIGHTS:

| | | |
|--|-----------------|---------|
| | BASE RATE | \$24.18 |
| | FRINGE BENEFITS | 15.67 |

**OPERATING ENGINEERS / BUILDING:
 NCCCO OR OECPC CERTIFIED**

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

| | | |
|----------|-----------------|---------|
| BUILDING | BASE RATE | \$27.90 |
| | FRINGE BENEFITS | 13.90 |

OPERATING ENGINEERS / BUILDING: CONTINUED

BUILDING CLASS A: Articulating dump, auto patrol, batcher plant, bituminous paver, cableway, central compressor plant, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, directional boring machine, ditching and trenching machine, dragline, dredge operator, dredge engineer, elevating grader and all types of loaders, forklift (regardless of lift height), GPS systems (on equipment within the classification), hoe type machine, hoist (1 drum when used for stack or chimney construction or repair), hoisting engineer (2 or more drums), laser or remote controlled equipment (within the classification), locomotive, motor scraper, carry-all scoop, bulldozer, heavy duty welder, mechanic, orangepeel bucket, piledriver, power blade, motor grader, roller (bituminous), scarifier, shovel, tractor shovel, truck crane, winch truck, push dozer, highlift, all types of boom cats, self contained core drill, hopto, tow or push boat, a-frame winch truck, concrete paver, gradeall, hoist, hyster, pumpcrete, Ross carrier, boom, tail boom, rotary drill, hydro hammer, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, backfiller, gurries, sub-grader, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

| | | |
|----------|-----------------|---------|
| BUILDING | *BASE RATE | \$26.84 |
| | FRINGE BENEFITS | 13.90 |

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

BUILDING CLASS B: All air compressors (over 900 CFM), bituminous mixer, joint sealing machine, concrete mixer (under 21 cu. ft.), form grader, roller (rock), tractor (50 HP and over), bull float, finish machine, outboard motor boat, flexplane, fireman, boom type tamping machine, truck crane oiler, greaser on grease facilities servicing heavy equipment, switchman or brakeman, mechanic helper, whirley oiler, self-propelled compactor, tractair and road widening trencher and farm tractor with attachments (except backhoe, highlift and endloader), elevator (regardless of ownership when used for hoisting any building material), hoisting engineer (1-drum or buck hoist), firebrick (masonry excluded), well points, grout pump, throttle-valve man, tugger, electric vibrator compactor, and caisson drill helper:

| | | |
|----------|-----------------|---------|
| BUILDING | BASE RATE | \$23.94 |
| | FRINGE BENEFITS | 13.90 |

BUILDING CLASS C: Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, roller (earth), tamping machine, tractors (under 50 HP), vibrator, oiler, concrete saw, burlap and curing machine, hydro-seeder, power form handling equipment, deckhand steersman, hydraulic post driver, and drill helper:

| | | |
|----------|-----------------|---------|
| BUILDING | BASE RATE | \$23.13 |
| | FRINGE BENEFITS | 13.90 |

**OPERATING ENGINEERS / HEAVY HIGHWAY:
 NCCCO OR OECF CERTIFIED**

HEAVY HIGHWAY CLASS A-1: Cableway, carry deck crane, cherry picker, clamshell, crane, derrick, derrick boat, dragline, hoist engine (2 or more drums), hydraulic boom truck, hydrocrane, orangepeel bucket, overhead crane, piledriver, rough terrain crane, tower cranes (French, German & other types), truck crane:

| | | |
|---------------|-----------------|---------|
| HEAVY HIGHWAY | BASE RATE | \$29.07 |
| | FRINGE BENEFITS | 13.90 |

OPERATING ENGINEERS / HEAVY HIGHWAY: CONTINUED

HEAVY HIGHWAY CLASS A: A-frame winch truck, auto patrol, backfiller, batcher plant, bituminous paver, bituminous transfer machine, all types of boom cats, bulldozer, cableway, carry-all scoop, carry deck crane, central compressor plant operator, clamshell, concrete mixer (21 cu. ft. or over), concrete paver, truck-mounted concrete pump, core drills, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge operator, dredge engineer, earth movers, elevating grader and all types of loaders, grade-all, guries, heavy equipment robotics operator/mechanic, high lift, hoe-type machine, hoist (two or more drums), hoisting engine (two or more drums), horizontal directional drill operator, hydraulic boom truck, hydrocrane, hyster, KeCal loader, Letourneau, Locomotive, mechanic, mechanically operated laser screed, mechanic welder, mucking machine, motor scraper, orangepeel bucket, piledriver, power blade, pumpcrete push doxer, rock spreader attached to equipment, all rotary drills, roller (bituminous), scarifier, scoopmobile, shovel, side boom, subgrader, tallboom, telescoping type forklift, tow or push boat, tower cranes (French, German and other types) tractor shovel and truck crane, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

| | | |
|-----------------|-----------------|---------|
| HEAVY & HIGHWAY | BASE RATE | \$28.00 |
| | FRINGE BENEFITS | 13.90 |

Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.

HEAVY HIGHWAY CLASS B: All air compressors (over 900 cu. ft. per min.), bituminous mixer, boom type tamping machine, bull float, concrete mixer (under 21 cu. ft.), dredge engineer, electric vibrator compactor/self-propelled compactor, elevator (one drum or buck hoist), elevator (regardless of ownership when used to hoist building material), finish machine, firemen, flexplane, forklift (regardless of lift height), form grader, hoist (one drum), joint sealing machine, mechanic helper, outboard motor boat, power sweeper (riding type), roller (rock), ross carrier, skid mounted or trailer mounted concrete pumps, skid steer machine with all attachments, switchman or brakeman, throttle valve man, Tract air and road widening trencher, tractor (50 HP and over), truck crane oiler, tugger, welding machine, well points, and whirley oiler:

| | | |
|-----------------|-----------------|---------|
| HEAVY & HIGHWAY | BASE RATE | \$25.45 |
| | FRINGE BENEFITS | 13.90 |

HEAVY HIGHWAY CLASS B2: Greaser on grease facilities servicing heavy equipment, all off road material handling equipment, including articulating dump trucks:

| | | |
|-----------------|-----------------|---------|
| HEAVY & HIGHWAY | BASE RATE | \$25.85 |
| | FRINGE BENEFITS | 13.90 |

HEAVY HIGHWAY CLASS C: Bituminous distributor, burlap and curing machine, caisson drill and core drill helper (track or skid mounted), cement gun, concrete saw, conveyor, deckhand oiler, grout pump, hydraulic post driver, hydro seeder, mud jack, oiler, paving joint machine, power form handling equipment, pump, roller (earth), steermen, tamping machine, tractors (under 50 H.P.) and vibrator:

| | | |
|-----------------|-----------------|---------|
| HEAVY & HIGHWAY | BASE RATE | \$25.17 |
| | FRINGE BENEFITS | 13.90 |

**Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.

PAINTERS:

| | | |
|------------------------------|-----------------|---------|
| Brush, roller & paperhanger: | BASE RATE | \$17.87 |
| | FRINGE BENEFITS | 9.10 |

Spray, sandblast, waterblast (4000+ PSI), fireproofing & lead abatement:

| | |
|-----------------|---------|
| BASE RATE | \$18.37 |
| FRINGE BENEFITS | 9.10 |

PLASTERERS:

| | |
|-----------------|---------|
| BASE RATE | \$20.65 |
| FRINGE BENEFITS | 5.85 |

| | | | |
|------------------------------------|--|-----------------|---------|
| PLUMBERS & PIPEFITTERS: | | BASE RATE | \$30.00 |
| | | FRINGE BENEFITS | 15.56 |

| | | | |
|---|--|-----------------|---------|
| ROOFERS: (Excluding Metal Roofs) | | BASE RATE | \$16.65 |
| | | FRINGE BENEFITS | 4.95 |

| | | | |
|--|--|-----------------|---------|
| SHEETMETAL WORKERS: (Including Metal Roofs) | | BASE RATE | \$28.00 |
| | | FRINGE BENEFITS | 13.59 |

| | | | |
|---------------------------|--|-----------------|---------|
| SPRINKLER FITTERS: | | BASE RATE | \$30.14 |
| | | FRINGE BENEFITS | 17.37 |

TRUCK DRIVERS / BUILDING:

| | | | |
|--------------------------------|----------|------------------|---------|
| Truck Helper and Warehouseman: | BUILDING | BASE RATE | \$19.05 |
| | | *FRINGE BENEFITS | 11.08 |

| | | | |
|---|----------|------------------|---------|
| Driver - 3 tons and under, Greaser, Tire Changer and Mechanic Helper: | BUILDING | BASE RATE | \$19.17 |
| | | *FRINGE BENEFITS | 11.08 |

| | | | |
|---|----------|------------------|---------|
| Driver - over 3 tons, Drivers, Semi-Trailer or Pole Trailer; Dump Trucks, Tandem Axle; Farm Tractor when used to pull building material or equipment: | BUILDING | BASE RATE | \$19.28 |
| | | *FRINGE BENEFITS | 11.08 |

| | | | |
|---|----------|------------------|---------|
| Drivers, Concrete Mixer Trucks (all types, hauling on job sites only); Truck Mechanics: | BUILDING | BASE RATE | \$19.35 |
| | | *FRINGE BENEFITS | 11.08 |

| | | | |
|--|----------|------------------|---------|
| Drivers, Euclid and other Heavy Earth Moving Equipment and Low Boy, Winch Truck and A-Frame Truck and Monorail Truck when used to transport building materials, Forklift Truck when used inside warehouse or storage area: | BUILDING | BASE RATE | \$19.45 |
| | | *FRINGE BENEFITS | 11.08 |

BUILDING TRUCK DRIVERS: Drivers working or hauling to or from any hazardous or toxic site will add \$4.00 to base rate. *TRUCK DRIVER FRINGE BENEFITS apply to employees who have been employed a minimum or twenty (20) calendar days within any ninety (90) consecutive day period of that employer.

TRUCK DRIVERS / HEAVY HIGHWAY:

| | | | |
|----------------------------|-----------------|-----------------|---------|
| Mobile batch truck helper: | HEAVY & HIGHWAY | BASE RATE | \$16.57 |
| | | FRINGE BENEFITS | 7.34 |

| | | | |
|--|-----------------|-----------------|---------|
| Greaser, tire changer and mechanic helper: | HEAVY & HIGHWAY | BASE RATE | \$16.68 |
| | | FRINGE BENEFITS | 7.34 |

| | | | |
|---|-----------------|-----------------|---------|
| Single axle dump, flatbed, semi-trailer or pole trailer when used to pull building materials and equipment, tandem axle dump, distributor and truck mechanic: | HEAVY & HIGHWAY | BASE RATE | \$16.86 |
| | | FRINGE BENEFITS | 7.34 |

TRUCK DRIVERS / HEAVY HIGHWAY: CONTINUED

Euclid and other heavy earthmoving equipment and lowboy, articulator cat, 5-axle vehicle, winch and A-frame when used in transporting materials, ross carrier, forklift when used to transport building materials, and pavement breaker:

HEAVY & HIGHWAY

| | |
|-----------------|---------|
| BASE RATE | \$16.96 |
| FRINGE BENEFITS | 7.34 |

END OF DOCUMENT
CR-8-008
JULY 30, 2013

SECTION 00890 – PERMITS

**Insert Applicable Permits for Project
(i.e. Categorical Exclusion, 401 Water Quality Certifications
Highway Encroachment Permits, etc.)**

END OF SECTION



SECTION 00910 - ADDENDA

(Insert Addenda as they are issued.)

END OF SECTION



DIVISION 1

GENERAL REQUIREMENTS



SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. The Work to be done under this Contract and in accordance with these Specifications consists of furnishing all equipment, supervision, labor, skill, material and all other items necessary for the construction of the 22 MG wet weather wastewater storage facility consisting a prestressed concrete storage tank, four (6) pumps ranging in capacity to 21 MGD, ductile iron process piping, site piping, mechanical screening, actuated valves, integral electrical and controls, prefabricated electrical building, variable frequency drives, and other appurtenances, together with all related work as specified and shown on the drawings to provide a complete facility.
- B. The Contractor shall perform all work required for such construction in accordance with the Contract Documents and subject to the terms and conditions of the Contract, complete and ready for use.
- C. The principal features of the Work to be performed under this Contract includes, but is not limited to:
1. 22 MG prestressed concrete storage tank
 2. 4 ea. 350 HP 21 MGD submersible wastewater fill pumps
 3. 2 ea. 5 HP 150 gpm vortex submersible low flow drain pumps
 4. Prefabricated electrical and controls building
 5. Other miscellaneous concrete structures
 6. Integral piping and valves
 7. Mechanical screen
 8. Site piping
 9. Automated slide gates
 10. Site grading/paving
- D. The foregoing description(s) shall not be construed as a complete description of all work required.

1.02 CONTRACT DOCUMENTS

- A. Work to be done is shown on the set of Drawings entitled: Town Branch Wet Weather Storage Facility, Lexington-Fayette Urban County Government. The numbers and titles of all Drawings appear on the index sheet of the Drawings. All drawings so enumerated shall be considered an integral part of the Contract Documents as defined herein.

1.03 GENERAL ARRANGEMENT

- A. Drawings indicate the extent and general arrangement of the work. If any departures from the Drawings are deemed necessary by the Contractor to accommodate the materials and equipment he proposes to furnish, details of such departures and reasons therefore shall be submitted as soon as practicable to the Engineer for approval. No such departures shall be made without the prior written approval of the Engineer. Approved changes shall be made without additional cost to the Owner for this work or related work under other Contracts of the Project.

1.04 CONSTRUCTION PERMITS, EASEMENTS AND ENCROACHMENTS

- A. The Owner shall obtain or cause to be obtained all permanent and temporary construction easements as shown on the Drawings or required for completion of the Work. The Contractor shall verify that these easements have been obtained and shall comply with the conditions set forth in each easement.
- B. The Contractor shall obtain, keep current and pay all fees for any necessary construction permits from those authorities, agencies, or municipalities having jurisdiction over land areas, utilities, or structures which are located within the Contract limits and which will be occupied, encountered, used, or temporarily interrupted by the Contractor's operations unless otherwise stated. Record copies of all permits shall be furnished to the Engineer.
- C. When construction permits are accompanied by regulations or requirements issued by a particular authority, agency or municipality, it shall be the Contractor's responsibility to familiarize himself and comply with such regulations or requirements as they apply to his operations on this Project.

1.05 ADDITIONAL ENGINEERING SERVICES

- A. In the event that the Engineer is required to provide additional engineering services as a result of substitution of materials or equipment by the Contractor which are not "or equal", or changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the Owner.
- B. In the event that the Engineer is required to provide additional engineering services as a result of Contractor's errors, omissions, or failure to conform to the requirements of the Contract Documents, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the Owner.

1.06 ADDITIONAL OWNER'S EXPENSES

- A. In the event the Work of this Contract is not completed within the time set forth in the Contract or within the time to which such completion may have been extended in accordance with the Contract Documents, the additional engineering or inspection charges incurred by the Owner may be charged to the Contractor and deducted from the monies due him. Extra work or supplemental Contract work added to the original Contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the Owner before assessing engineering and inspection charges against the Contractor.
- B. Unless otherwise specifically permitted, the normal time of work under this Contract is limited to 40 hours per week, Monday through Friday. Work beyond these hours will result in additional expense to the Owner. Any expenses and/or damages, including the cost of the Engineer's on site personnel, arising from the Contractor's operations beyond the hours and days specified above shall be borne by the Contractor.
- C. Charges assessed to the Contractor for additional engineering and inspection costs will be determined based on actual hours charged to the job by the Engineer. Daily rates will depend on the number and classifications of employees involved, but in no case shall such charges exceed \$500 per day for field personnel based on an eight hour workday. Additional charges will apply if multiple personnel are needed or if engineering time is required as part of the work outside the contract times.

- D. Charges for additional Owner's expenses shall be in addition to any liquidated damages assessed in accordance with the Contract.

1.07 TIME OF WORK

- A. The normal time of work for this Contract is limited to 40 hours per week and shall generally be between the hours of **7:00 a.m. and 6:00 p.m., Monday through Friday**. The Contractor may work beyond these hours or on weekends with written approval from the Owner provided that all costs incurred by the Owner for any additional engineering shall be borne by the Contractor. The Owner shall deduct the cost of additional engineering from monies due the Contractor.
- B. If it shall become imperative to perform work outside of the normal working hours the Owner and Engineer shall be informed a reasonable time in advance of the beginning of such work. Temporary lighting and all other necessary facilities for performing and inspecting the work shall be provided and maintained by the Contractor.
- C. Unless otherwise specifically permitted, all work that would be subject to damage shall be stopped during inclement, stormy or freezing weather. Only such work as will not suffer injury to workmanship or materials will be permitted. Contractor shall carefully protect his work against damage or injury from the weather, and when work is permitted during freezing weather, he shall provide and maintain approved facilities for heating the materials and for protecting the finished work.

1.08 SURVEYS AND LAYOUT

- A. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings or as directed by the Engineer. Contractor shall be responsible for confirming locations and elevations of existing site utilities, site improvements and grades. Elevations of existing ground and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake out survey shall be referred immediately to the Engineer for interpretation or correction.
- B. All survey work for construction control purposes shall be made by the Contractor at his expense. The Contractor shall provide a Licensed Surveyor as Chief of Party, competently qualified survey party, all necessary instruments, stakes, and other material to perform the work.
- C. Contractor shall establish all baselines for the location of the principal component parts of the work together with a suitable number of bench marks adjacent to the work. Based upon the information provided by the Contract Drawings, the Contractor shall develop and make all detail surveys necessary for construction, including stakes for all working points, lines and elevations.
- D. Contractor shall have the responsibility to carefully preserve the bench marks, reference points and stakes, and in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.
- E. Existing or new control points, property markers and monuments that will be or are destroyed during the normal causes of construction shall be reestablished by the Contractor and all reference ties recorded therefore shall be furnished to the Engineer. All computations necessary to establish the exact position of the work shall be made and preserved by the Contractor.

- F. The Engineer may check all or any portion of the work and the Contractor shall afford all necessary assistance to the Engineer in carrying out such checks. Any necessary corrections to the work shall be immediately made by the Contractor. Such checking by the Engineer shall not relieve the Contractor of any responsibilities for the accuracy or completeness of his work.
- G. At completion of the work, the Contractor shall furnish Record Drawings indicating the final layout of all constructed piping and structures and finished grades constructed or changed as part of this work.

1.09 FIRE PROTECTION

- A. Contractor shall take all necessary precautions to prevent fires at or adjacent to the work and shall provide adequate facilities for extinguishing fires which do occur. Burning shall not be permitted on site.
- B. When fire or explosion hazards are created in the vicinity of the work as a result of the locations of fuel tanks or similar hazardous utilities or devices, the Contractor shall immediately alert the local Fire Marshal, the Engineer, and the Owner of such tank or device. The Contractor shall exercise all safety precautions and shall comply with all instructions issued by the Fire Marshal and shall cooperate with the Owner of the tank or device to prevent the occurrence of fire or explosion.

1.10 CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, or reactant of other classification, must show approval of either the EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with all applicable rules and regulations.

1.11 FIRST AID FACILITIES AND ACCIDENTS

- A. First Aid Facilities
 - 1. The Contractor shall provide at the site such equipment and facilities as are necessary to supply first aid to any of his personnel who may be injured in connection with the work.
- B. Accidents
 - 1. The Contractor shall promptly report, in writing, to the Engineer and Owner all accidents whatsoever out of, or in connection with, the performance of the work, whether on or adjacent to the site, which cause death, personal injury or property damage, giving full details and statements of witnesses.
 - 2. If death, serious injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Owner and the Engineer.
 - 3. If any claim is made by anyone against the Contractor or a Subcontractor on account of any accidents, the Contractor shall promptly report the facts, in writing, to the Engineer and Owner, giving full details of the claim.

1.12 ULTIMATE DISPOSITION OF CLAIMS BY ONE CONTRACTOR ARISING FROM ALLEGED DAMAGE BY ANOTHER CONTRACTOR

- A. During the progress of the Work, other Contractors may be engaged in performing other work or may be awarded other Contracts for additional work on this project. In that event, the Contractor shall coordinate the work to be done hereunder with the work of such other Contractors and the Contractor shall fully cooperate with such other Contractors and carefully fit its own work to that provided under other Contracts as may be directed by the Engineer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.
- B. If the Engineer shall determine that the Contractor is failing to coordinate his work with the work of the other Contractors as the Engineer directed, then the Owner shall have the right to withhold any payments otherwise due hereunder until the Contractor completely complies with the Engineer's directions.
- C. If the Contractor notifies the Engineer in writing that another Contractor is failing to coordinate his work with the work of this Contract as directed, the Engineer will promptly investigate the charge. If the Engineer finds it to be true, he will promptly issue such directions to the other Contractor with respect thereto as the situation may require. The Owner, the Engineer, nor any of their agents shall not, however, be liable for any damages suffered by the Contractor by reason of the other Contractor's failure to promptly comply with the directions so issued by the Engineer, or by reason of another Contractor's default in performance, it being understood that the Owner does not guarantee the responsibility or continued efficiency of any Contractor.
- D. The Contractor shall indemnify and hold the Owner and the Engineer harmless from any and all claims of judgments for damages and from costs and expenses to which the Owner may be subjected or which it may suffer or incur by reason of the Contractor's failure to promptly comply with the Engineer's directions.
- E. Should the Contractor sustain any damage through any act or omission of any other Contractor having a Contract with the Owner for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be performed hereunder, or through any act or omission of a Subcontractor of such Contract, the Contractor shall have no claim against the Owner or the Engineer for such damage, but shall have a right to recover such damage from the other Contractor under the provision similar to the following provisions which have been or will be inserted in the Contracts with such other Contractors.
- F. Should any other Contractor having or who shall hereafter have a Contract with the Owner for the performance of work upon the site sustain any damage through any act or omission of the Contractor hereunder or through any act or omission of any Subcontractor of the Contractor, the Contractor agrees to reimburse such other Contractor for all such damages and to defend at his own expense any suit based upon such claim and if any judgment or claims against the Owner shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and shall indemnify and hold the Owner harmless from all such claims.
- G. The Owner's right to indemnification hereunder shall in no way be diminished, waived or discharged, by its recourse to assessment of liquidated damages as provided in the Contract, or by the exercise of any other remedy provided for by Contract Documents or by law.

1.13 BLASTING AND EXPLOSIVES

- A. All blasting operations shall be conducted in strict accordance with the Rules and Regulations of the State Department of Mine and Minerals, Division of Explosives and Blasting, which shall be deemed to be included in these Specifications the same as though herein written in full. The Contractor shall also comply with applicable municipal ordinances, Federal Safety Regulations

and Section 9 of the Manual of Accident Prevention in Construction, published by the Associated General Contractor's of America, Inc. All explosives shall be stored in conformity with said ordinances, laws and safety regulations. No blasting shall be done within five feet of any water mains, or ten feet of any gas mains except with light charges of explosives. Any damage done by blasting is the responsibility of the Contractor and shall be promptly and satisfactorily repaired by him. All blast events shall be designed in accordance with state laws. These guidelines are established to limit peak particle velocities occurring as a result of blasting to protect structures from damage due to ground motions from blast events. The peak particle velocity is the maximum velocity of particle excitation measured along any of the three orthogonal axes (longitudinal, vertical or transverse). **Peak particle velocity is limited to 0.2" per second**, measured at location probe fixed in or on soil surface.

- B. A 4' wide "air gap" trench shall be required between the 54" sanitary sewer and the excavation. The trench bottom shall extend two feet deeper than the required blast elevation and be at least 30" below the invert of the 54" sanitary sewer.
- C. No blasting (mechanical excavation only) within 25' of the 54" sanitary sewer.
- D. Remove all overburden except for the last few feet, prior to drilling and blasting, to reduce energy required to remove the rock.
- E. Unless otherwise required by ordinance or law, each excavation crew shall be provided with two metal boxes equipped with suitable locks. One of these boxes shall be for storing explosives and one for caps. The boxes shall always be locked except when in actual use. They shall be painted a bright color and stenciled with appropriate warning signs. At night, explosives and caps shall be stored in separate magazines.
- F. If any possibility exists of rock or any other debris leaving the site during a blast event, the shot shall be covered with rope, heavy timber or rubber mats, to prevent the aforementioned.
- G. The Contractor shall keep a blasting log and, for each blast, shall record the date, time of blast, number of holes, type of explosive, number of delays, amount of charge per delay; stemming type, and number of caps; and all other items as required by State laws and regulations.
- H. All blasting shall be supervised and performed by qualified personnel and shall be monitored to ensure compliance with the particle velocity requirements. The Contractor shall submit a monitoring plan to the Engineer prior to beginning blasting activities.
- I. A pre-blast survey shall be performed by the Contractor. The pre-blast survey shall be accurate and up to date at the time of the blast event. The survey shall be a compilation of the condition, type, and general appearance of all nearby structures. It shall also include a listing of any vibration-sensitive equipment or conditions which exist at adjacent facilities. The owners and occupants of these facilities shall be notified of the intent to blast and the blasting schedule. The survey shall be conducted by a competent engineering firm or other qualified firm and sufficiently documented by photographs, video, measurements, and diagrams. The survey shall include all structures within 200' of the project or any such structure the Contractor feels may be reasonably affected by ground and/or air vibrations from blasting. Pre-blast survey results shall be submitted to the Owner upon request.
- J. Shot rock which is excavated shall be disposed of offsite by the Contractor. No rock larger than one-half cubic foot will be permitted in the backfill.

1.14 LIMITS OF WORK AREA

- A. The Contractor shall confine his construction operations within the Contract limits shown on the Drawings and/or property lines and/or fence lines. Storage of equipment and materials, or erection and use of sheds outside of the Contract limits, if such areas are the property of the Owner, shall be used only with the Owner's approval. Such storage or temporary structures,

even within the Contract's limits, shall not be placed on properties designated as easements or rights-of-way unless specifically permitted elsewhere in the Contract Documents.

- B. The Contractor shall secure, insure, maintain, rent/lease, and restore staging area.
- C. The Contractor shall provide Engineer and Owner copy of agreement with landowner of staging areas.

1.15 WEATHER CONDITIONS

- A. No work shall be done when the weather is unsuitable. The Contractor shall take necessary precautions (in the event of impending storms) to protect all work, materials, or equipment from damage or deterioration due to floods, driving rain, or wind, and snow storms. The Owner reserves the right, through the opinion of the Engineer, to order that additional protection measures over and beyond those proposed by the Contractor, be taken to safeguard all components of the Project. The Contractor shall not claim any compensation for such precautionary measures so ordered, nor claim any compensation from the Owner for damage to the work from weather elements.

1.16 PERIODIC CLEANUP: BASIC SITE RESTORATION

- A. During construction, the Contractor shall regularly remove from the site of the work all accumulated debris and surplus materials of any kind which result from his operations. Unused equipment and tools shall be stored at the Contractor's staging area for the Project.
- B. As the work involves installation of sewers, drains, manholes, underground structures, or other disturbance of existing features in or across streets, rights-of-way, easements, or private property, the Contractor shall (as the work progresses) promptly backfill, compact, grade, and otherwise restore the disturbed area to the basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or functions consistent with the original use of the land. The requirements for temporary paving of streets, walks, and driveways are specified elsewhere. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.
- C. The Contractor shall perform the cleanup work on a regular basis and as frequently as ordered by the Engineer. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the Engineer, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.
- D. Upon failure of the Contractor to perform periodic cleanup and basic restoration of the site to the Engineer's satisfaction, the Owner may, upon five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the Owner, cause such work for which the Contractor is responsible to be accomplished to the extent deemed necessary by the Engineer, and all costs resulting therefrom shall be charged to the Contractor and deducted from the amounts of money that may be due him.

1.17 USE OF FACILITIES BEFORE COMPLETION

- A. The Owner reserves the right to enter the site and use any portion of the constructed facilities before final completion of the whole work to be done under this Contract. However, only those portions of the facilities which have been completed to the Engineer's satisfaction, as evidenced by his issuing a Certificate of Substantial Completion covering that part of the work, shall be placed in service.

- B. It shall be the Owner's responsibility to prevent premature connections to or use of any portion of the installed facilities by private or public parties, persons or groups of persons, before the Engineer issues his Certificate of Substantial Completion covering that portion of the work to be placed in service.
- C. Consistent with the approved progress schedule, the Contractor shall cooperate with the Owner, his agents, and the Engineer to accelerate completion of those facilities, or portions thereof, which have been designated for early use by the Owner.

1.18 CONSTRUCTION VIDEO

- A. The Contractor shall video the entire project site including all concrete and asphalt pavements, curb and gutter, fencing to remain, structures to be demolished, and existing structures that are to remain or be modified. The original video image shall be turned over to the Engineer prior to beginning construction activities. The video shall be provided as an Audio Video Interleave File (.avi) and shall be provided on DVD+R/DVD-ROM compatible media only. The video shall clearly identify existing site and structural conditions prior to construction.

1.19 EXISTING WASTEWATER CONVEYANCE

- A. The Contractor shall maintain conveyance of wastewater from sewers in the construction area including those that are being modified as part of this contract throughout the construction. If bypass pumping is necessary for existing sewer service to remain in operation, it shall be provided by Contractor without additional cost to the Owner.

PART 2 – PRODUCT

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01025 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 WORK INCLUDED

The Contractor shall furnish all necessary labor, machinery, tools, apparatus, equipment, materials, equipment, service, other necessary supplies and perform all work including all excavation and backfilling (without additional compensation, except where specifically set out in these specifications) at the contract lump sum bid for the work described in the plans and specifications.

1.02 PROGRESS AND PAYMENTS SCHEDULES

- A. The Contractor's construction schedule must be approved by the Engineer before any payments will be made on this contract. Refer to Section 01320.
- B. Within fifteen (15) days after the date of formal execution of the Agreement (Contract), the Contractor shall prepare and submit to the Engineer, for approval, a schedule of values which depicts the Contractor's cost for completing the contract requirements and show by major unit of the project work, the Contractor's dollar value for the material and the labor (two separate amounts) to be used as a basis for the periodic payments. The Contractor's schedule of values must be approved by the Engineer before any payments will be made on this contract.
- C. The Engineer's decision as to sufficiency and completeness of the Contractor's construction schedule and schedule of values will be final.
- D. The Contractor must make current, to the satisfaction of the Engineer, the construction schedule and schedule of values each time he requests a payment on this contract.
- E. The Contractor's construction schedule and schedule of values must be maintained at the construction site available for inspection and shall be revised to incorporate approved change orders as they occur.
- F. When the Contractor requests a payment on this contract, it must be on the approved schedule of values and be current. Further, the current schedule of values and construction schedule (both updated and revised) shall be submitted for review and approval by the Engineer before monthly payments will be made by the Owner. The Contractor may submit stored materials for pay purposes provided proper documentation is provided.
- G. Refer to Section 00800 14.02.A.6-8 for retainage requirements.

1.03 CLAIMS FOR EXTRA WORK

- A. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost, he shall give the Engineer written notice of said claim within seven (7) days after the receipt of such instructions, and in any event before proceeding to execute the work, stating clearly and in detail the basis of his claim or claims. No such claim shall be valid unless so made.
- B. Claims for additional compensation for extra work, due to alleged errors in spot elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work than would reasonably be estimated from the Drawings and topographical maps issued.

- C. Any discrepancies which may be discovered between actual conditions and those represented by the topographical maps and Drawings shall at once be reported to the Engineer, and work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the Engineer.
- D. If, on the basis of the available evidence, the Engineer determines that an adjustment of the Contract Price or time is justifiable, the procedure shall then be as provided herein for "Changes in the Work".
- E. By execution of this Contract, the Contractor warrants that he has visited the site of the proposed work and fully acquainted himself with the conditions there existing relating to construction and labor, and that he fully understands the facilities, difficulties, and restrictions attending the execution of the work under this Contract. The Contractor further warrants that he has thoroughly examined and is familiar with the Drawings, Specifications and all other documents comprising the Contract. The Contractor further warrants that by execution of this Contract his failure when he was bidding on this Contract to receive or examine any form, instrument or document, or to visit the site and acquaint himself with conditions there existing, in no way relieves him from any obligation under the Contract, and the Contractor agrees that the Owner shall be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

1.04 DETERMINATION OF THE VALUE OF EXTRA (ADDITIONAL) OR OMITTED WORK

- A. The value of extra (additional) or omitted work shall be determined in one or more of the following ways:
 - 1. On the basis of the actual cost of all the items of labor (including on-the-job supervision), materials, and use of equipment, plus a maximum 15 percent for added work or a minimum 15 percent for deleted work which shall cover the Contractor's general supervision, overhead and profit. In case of subcontracts, the 15 percent (maximum for added work and minimum for deleted work) is interpreted to mean the subcontractor's supervision, overhead and profit, and an additional 5 percent (maximum for added work and minimum for deleted work) may then be added to such costs to cover the General Contractor's supervision, overhead and profit. The cost of labor shall include required insurance, taxes and fringe benefits. Equipment costs shall be based on current rental rates in the areas where the work is being performed but, in no case shall such costs be greater than the current rates published by the Associated Equipment Distributors, Chicago, Illinois.
 - 2. By estimate and acceptance in a lump sum.
 - 3. By unit prices named in the Contract or subsequently agreed upon.
- B. Provided, however, that the cost or estimated cost of all extra (additional) work shall be determined in advance of authorization by the Engineer and approved by the Owner.
- C. All extra (additional) work shall be executed under the conditions of the original Contract. Any claim for extension of time shall be adjusted according to the proportionate increase or decrease in the final total cost of the work unless negotiated on another basis.
- D. Except for over-runs in contract unit price items, no extra (additional) work shall be done except upon a written Change Order from the Engineer, and no claim on the part of the Contractor for pay for extra (additional) work shall be recognized unless so ordered in writing by the Engineer.

1.05 PAY ITEMS

A. Pay Item No. 1 – Base Bid for General Construction of Town Branch Wet Weather Storage Facility.

1. The Contractor shall furnish all necessary labor, machinery, tools, apparatus, equipment, materials, service and other necessary supplies and perform all Work shown on the Drawings and/or described in the Specifications and Contract Documents at the lump sum price as indicated by the Bidder in the Bid. The price does not include the scope of work for any of the additional pay items indicated on the bid form, including the following:
 - a. Lump Sum Allowance System programming services
 - b. Lump Sum Equipment Allowance - Mechanical screen
 - c. Lump Sum Allowance - Railroad repair
 - d. Lump Sum Allowance - Project documentation photography
 - e. Unit Price – pavement construction, bituminous asphalt surface
 - f. Unit Price – pavement construction, bituminous asphalt base
 - g. Unit Price – pavement construction, dense graded aggregate
 - h. Unit Price – pavement restoration, pavement milling and texturing
 - i. Unit Price – pavement restoration, subgrade undercutting
 - j. Unit Price – over-excavation of earthen/rock/rubble/debris and replacement with compacted earthen/rock materials under structures with drilled shafts
 - k. Unit Price – construct drilled shaft through overburden
 - l. Unit Price – construct drilled shaft rock socket
 - m. Unit Price – delay time – drilled shaft equipment and crew
 - n. Unit Price – Lower Can Run force main tie-in

2. Details of measurement and payment for each of these items are provided below.

B. Pay Item No. 2 - System Programming – Allowance

1. The Contractor shall subcontract with the System Integrator (SI) chosen by LFUCG (Control Touch) for all necessary SCADA system programming and re-programming to add this new process area to the plant SCADA system currently under construction under a different contract. Services shall include updating existing graphics, database and alarming on the existing SCADA system (CiTect) currently installed at the Town Branch facility. Control Touch will provide 3-D and 2-D graphics for added screens to match those created for the current Town Branch SCADA upgrade project. This effort to include alarming and reports integrated into the existing Town Branch SCADA system. The allowance includes Control Touch chairing and attending project meetings, preparing submittals, reviewing Contractor submittals related to SCADA operation, performing design review and participating in factory acceptance testing.
2. This allowance also includes Control Touch programming the Contractor furnished and installed PLC-WWS and HMI associated with the Wet Weather Storage systems. The SI shall not be responsible for programming process equipment vendor-furnished PLC hardware, but the SI will be responsible for establishing network communications with process equipment vendor-furnished PLC's and for assuring that vendor PLC equipment will respond to commands and provide the necessary data to and from the plant SCADA system. This item includes required SCADA interface data, logic and tagging.

C. Pay Item No. 3 – Mechanical Screen – Equipment Allowance Only

1. ~~The equipment manufacturer shall provide the WesTech ROMAG mechanical screening equipment at this pre-agreed price of \$307,400.00 to the Contractor, which shall include the cost of equipment, taxes, delivery, O&M manuals, factory service during installation, start-up, Owner training, and the warranty period. No field installation of the equipment is included in this price, other than start-up of the equipment and installation of software or other similar items for full operation of the facility. Contractor shall be fully responsible for~~

~~successful field installation of the equipment and the price for these services shall be included in Item No. 1, Base Bid – For General Construction of the Town Branch Wet Weather Storage Facility.~~ The equipment allowance shown in the Proposal Form of \$307,400. represents the pricing provided by the equipment supplier as negotiated by the Owner for the supply of goods and services related to the equipment and as specified in the manufacturer's proposal for the work. The proposal for the work is included in the specifications. Contractor shall include all additional items, services, goods, resources, and manpower to complete the work in the lump sum item for General Construction. The lump sum provided includes all cost of equipment, **taxes**, delivery, O&M manuals, factory service during installation, start-up, Owner training, and the warranty period. No field installation of the equipment is included in this price. Contractor shall be fully responsible for successful field installation of the equipment and the price for these services shall be included in Item No. 1, Base Bid – For General Construction of the Town Branch Wet Weather Storage Facility.^{ADD4}

D. Pay Item No. 4 – Unit Price – Railroad Repair – Allowance

1. The Contractor shall include a \$25,000 allowance for potential repairs to the railroad crossing on Jimmie Campbell Dr. at the Town Branch site. The allowance for repairs is only for damage resulting from normal construction traffic at the crossing. Any damages resulting from negligence of the Contractor, including debris on the tracks, accidents, or other events not related to rail crossing damage from normal construction traffic, will be the responsibility of the Contractor and paid at his own expense, without usage of the allowance.

E. Pay Item No. 5 – Project Documentation Photography

1. The Contractor shall include a \$30,000 allowance for project documentation photography, which provides for the cost of a webcam, vendor installation, hosting costs, power supply installation, maintenance, and access to the equipment for the duration for the project..

F. Pay Item No. 6a through 6c – Unit Price –Pavement Construction (Drawing C-0-110 Only)

1. Work for this Section shall consist of the construction of Dense Graded Aggregate, Bituminous Base, Leveling Course, Surface, and/or Tack Coat in conformance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, current edition.
2. Accepted quantities of Bituminous Paving items will be paid for at the Contract Unit Price per ton as quoted and shall be full compensation for all Work required under this Section. Application of tack coat shall be incidental to the other paving items and will not be paid for separately.

G. Pay Item No. 7 – Unit Price – Pavement Milling and Texturing (Drawing C-0-110 Only)

1. Payment for the Contractor's mechanical removal of the upper portions of existing bituminous pavement will be made at the Contract unit price per ton as estimated from field measurements of volume, at a unit weight of 150 lbs/cubic foot and shall include all cost incurred for milling and texturing existing pavement to proper grades, and disposal of excavated materials.

H. Pay Item No. 8 – Unit Price – Subgrade Undercutting (Drawing C-0-110 Only)

1. Work for this Section shall consist of removing unsuitable subgrade material and furnishing and placing No. 2 Stone or other materials as specified in the Contract Documents in locations as determined by the Engineer and shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work in place, ready for use and constructed in conformance with KDOH Standard Specifications.

2. Payment for this Section will be at the Contact Unit Price per cubic yard of excavated material as quoted and shall be full compensation for all Work required under this section. All labor, materials, equipment, excavation, proof testing, and disposal of excavated material shall be incidental to the Subgrade Undercutting..
- I. Pay Item No. 9 – Unit Price – Over-excavation of Earthen/Rock/Rubble/Debris Material and Replacement with Compacted Earth/Rock Materials Under Structures With Drilled Shafts
 1. The Contractor shall furnish all necessary labor, equipment, tools, materials, and services for over-excavation of earthen/rock/rubble/debris material and replacement with compacted earth/rock. Payment for over-excavation of earthen/rock/rubble/debris material and replacement with compacted earth/rock will be made at the Contract unit price per cubic yard, complete in place. *In addition, payment shall only be made for conditions that result between the identified top of drilled shaft elevation and the rock socket elevation, all as indicated on drawing S-5-102.*^{ADD5} The Contractor shall notify the Engineer that an over-excavation exists. The Engineer shall review and notify the Owner that a condition exists that will require the unit price work to be completed. The Owner will then provide approval to proceed.
 - J. Pay Item No. 10 – Unit Price – Construct Drilled Shaft Through Overburden
 1. The Contractor shall furnish all necessary labor, equipment, tools, materials, and services to construct a drilled shaft through overburden, above the bedrock. The overburden shall be defined as the material between the surface and the identified bedrock. Other materials encountered that may allow advancement of the auger/core barrel two inches (2") in five (5) minutes or less shall be considered overburden. When other materials such as steel, wood, or other debris, which are not earthen, concrete, or rock, are encountered and the auger/core barrel/casing cannot advance greater than two inches (2") in five (5) minutes, this shall be considered as a delay, and covered under pay item no. 12, Delay Time – Drilled Shaft Equipment and Crew. Payment for Construct Drilled Shaft Through Overburden will be made at the Contract Unit Price per vertical linear foot. (VLF)
 - K. Pay Item No. 11 – Unit Price – Construct Drilled Shaft Rock Socket
 1. The Contractor shall furnish all necessary labor, equipment, tools, materials, and services to construct a drilled shaft through the rock socket, into the bedrock founding elevation. The rock socket shall be defined as the initial bedrock to the bottom of the identified rock socket depth on the drawings. Payment for Construct Drilled Shaft Rock Socket will be made at the Contract Unit Price per vertical linear foot. (VLF). Should geotechnical investigation result in deeper required augering/coring to satisfy the conditions, the Contractor shall be paid accordingly for the additional vertical linear feet required. Time for the geotechnical consultant to evaluate the drilled shafts shall not be considered delay time.
 - L. Pay Item No. 12– Unit Price – Drilled Shaft Delay Time – Drilled Shaft Equipment and Crew
 1. The Contractor shall be reimbursed for the delay time encountered when drilling equipment must be halted due to encountering other materials in the overburden (not earthen, concrete, or rock) that result in the drilling equipment not being able to advance greater than two inches (2") in five (5) minutes. Payment for Drilled Shaft Delay time, Equipment and Crew, shall be reimbursed hourly. Delay shall be measured from the time from halting production until the drilling equipment and crew are initiating a new drilled shaft plus the time from completion of the adjacent shaft until the drill has re-augered back to the initial shaft location previous elevation encountered at the time of halting. *Delay time will only be paid for conditions that result between the identified top of drilled shaft elevation and the rock socket elevation, all as indicated on drawing S-5-102.*^{ADD5}
 - M. Pay Item No. 13 – Unit Price – Lower Cane Run Force Main Tie-In (Drawing C-0-111 Only)

1. The Contractor shall furnish all necessary labor, equipment, tools, materials, and services to construct the Lower Cane Run Force Main Tie-in, as provided on drawing C-0-111. The unit price work shall be constructed on a lump sum basis, all inclusive including clean-up and restoration.

N. Pay Item No. 14 – Allowance – Temporary Power Relocation^{ADD5}

1. *The Contractor shall include a \$20,000 allowance for temporary power relocation. The allowance shall be utilized to coordinate temporary relocation of the existing power supply along the entrance road from Lisle Industrial Road. The allowance is for the utility company only (KU). Any work performed by the Contractor in association with the temporary power supply shall be at his expense and not a part of the allowance.*

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01040 - COORDINATION

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. The Contractor shall allow the Owner or his agents, and other project Contractors or their agents, to enter upon the work for the purpose of constructing, operating, maintaining, removing, repairing, altering, or replacing such pipes, sewers, conduits, manholes, wires, poles, or other structures and appliances which may be required to be installed at or in the work. The Contractor shall cooperate with all aforesaid parties and shall allow reasonable provisions for the prosecution of any other work by the Owner, or others, to be done in connection with his work, or in connection with normal use of the facilities.
- B. Each Contractor shall cooperate fully with the Owner, the Engineer, and all other Contractors employed on the Work, to effect proper coordination and progress to complete the project on schedule and in proper sequence. Insofar as possible, decisions of all kinds required from the Engineer shall be anticipated by the Contractor to provide ample time for inspection, or the preparation of instructions.
- C. Each Contractor shall assume full responsibility for the correlation of all parts of his work with that of other Contractors. Each Contractor's superintendent shall correlate all work with other Contractors in the laying out of work. Each Contractor shall lay out his own work in accordance with the Drawings, Specifications, and instructions of latest issue and with due regard to the work of other Contractors.
- D. Monthly general progress coordination meetings will be held at regularly scheduled times convenient for all parties involved. These meetings are in addition to specific meetings held for other purposes, such as special pre-installation meetings. Representation at each meeting by every part currently involved in coordination or planning for the work of the entire project is requested. Meetings shall be conducted in a manner that will resolve coordination problems. Results of the meetings shall be recorded and copies distributed to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.02 COORDINATION OF CRAFTS, TRADES, AND SUBCONTRACTORS

- A. The Contractor shall coordinate the work of all crafts, trades and subcontractors engaged on the Work, and he shall have final responsibility as regards the schedule, workmanship and completeness of each and all parts of the work.
- B. Each Subcontractor is expected to be familiar with the General requirements and all sections of the detailed Specifications for all other trades and to study all Drawings and Specifications applicable to his work to the end that complete coordination between trades will be effected. Consult the Engineer if conflicts exist on the Drawings.
- C. Contractor's Superintendent, or his designee who is employed by Contractor, must be on site at all times when work is being performed, except for periods which will not exceed 1 hour.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION



SECTION 01120 - GENERAL PROVISIONS

PART 1 - GENERAL

1.01 ACCESS TO INSPECTION OF WORK

- A. Representatives of the State Department of Health, the State Department for Natural Resources and Environmental Protection, local public health agencies, Owner, and Engineer shall at all times have full access to the project site for inspection of the work accomplished under this Contract and for inspection of all materials intended for use under the Contract. The Contractor shall provide proper facilities for such access and inspection.

1.02 EQUIPMENT LUBRICATION

- A. The Contractor shall make suitable provision for the proper lubrication of all equipment furnished under this Contract. Accessible grease fittings shall be provided where required. A supply of oil, grease and other lubricants of proper quality, as recommended by the manufacturer of the equipment, shall be furnished. Lubricants shall be furnished in their original, unopened containers, in sufficient quantity for initial fillings and for at least one (1) year of operation.

1.03 PRE-CONSTRUCTION CONFERENCE

- A. The Contractor, Engineer and Owner, or their duly appointed representative, shall meet in a preconstruction conference prior to the initiation of construction to organize, schedule and determine responsibilities for the work as it pertains to each party of the Contract.

1.04 CONSTRUCTION SCHEDULE CHART

- A. Prior to start of any construction, the Contractor shall furnish a construction schedule or progress chart. The schedule or chart shall be subject to the approval of the Engineer, and be of sufficient detail to show the chronological relationship of all activities of the project, the order in which the Contractor proposes to carry on the work, estimated starting and completion dates of major features, procurement of materials, and scheduling of equipment. The schedule shall be in a form suitable for appropriately indicating the percentage of work scheduled for completion at any time. The schedule shall be kept current and shall reflect completion of all work under the Contract within the specified time and in accordance with these Specifications.

1.05 CONSTRUCTION PROGRESS MEETINGS

- A. Monthly construction progress meetings shall be held at the project site or at a designated location established by the Owner. The Contractor, appropriate Sub-Contractors, the Engineer and the Owner shall meet to review construction progress, equipment or material submittals, construction schedules, etc.

1.06 CONSTRUCTION PHOTOGRAPHS

- A. Prior to construction and mobilization of equipment, Contractor shall take record photographs of all areas of the project site.
- B. In lieu of photographs, a videographic record may be made of the project site.

1.07 SPARE PARTS

- A. Spare parts for routine maintenance and minor repairs shall be provided for specified equipment items in the respective technical sections of these Specifications. Required spare parts to be provided are listed in the particular equipment Specifications.
- B. Parts shall be coated to protect them from a moist atmosphere. All spare parts shall be plainly tagged, marked for identification and reordering, and shall be delivered properly boxed. Required identification includes (but is not limited to):
 - 1. Name of the manufacturer or supplier of equipment.
 - 2. Name of the unit for which the part is intended.
 - 3. Name of the spare part.
 - 4. Name of the supplier of the spare part.
 - 5. Manufacturer's catalogue part number.
 - 6. Precautionary information.
 - 7. Any other identifying information deemed appropriate.
- C. All spare parts for a single equipment item shall be crated together in containers suitable for handling with hoisting equipment and designed for prolonged storage and stenciled to identify contents.
- D. Where oil or grease lubricated equipment is concerned, sufficient oil or grease of types recommended by the equipment manufacturer shall be supplied for one year's operation.
- E. The Contractor shall furnish and deliver the spare parts to the Owner at such time as he (Owner) may direct but prior to Contract expiration date. Furnish to the Engineer for record purposes a list of spare parts delivered to the Owner.

1.08 COMPLIANCE WITH SAFETY REGULATIONS

- A. The equipment items furnished shall comply with all governing federal and state laws regarding safety, including all current requirements of the Occupational Safety and Health Act (OSHA). Contractor shall be solely responsible for job safety in accordance with all laws, regulations, methods, etc. of OSHA and the state.

1.09 OBSTRUCTIONS

- A. In cases where storm sewers, sanitary sewers, gas lines, water lines, telephone lines, electric lines 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 a condition as found and as quickly as possible.
- B. The Contractor is responsible for notifying the appropriate utility companies, and coordinating the protection of the utility. All such lines or underground structures damaged or molested in the construction shall be replaced at the Contractor's expense, unless in the opinion of the Engineer, such damage was caused through no fault of the Contractor.

1.10 STORAGE FACILITIES

- A. The Contractor shall be responsible for proper and adequate storage of all materials and equipment used on the site. Any additional off-site space required for construction purposes shall be the Contractor's responsibility to obtain.
- B. Upon completion of the work, the Contractor shall remove all storage facilities, surplus materials and equipment and restore the site to its original condition, or to the finished condition as required by the Contract.

1.11 STANDARDS OF WORKMANSHIP

- A. Work of all crafts and trades shall be laid out to lines and elevations as established by the Contractor from the Drawings or from instructions by the Engineer. Unless otherwise shown, all work shall be plumb and level, in straight lines and true planes, parallel or square to the established lines and levels. The work shall be accurately measured and fitted to tolerance as established by the best practices of the crafts and trades involved, and shall be as required to fit all parts of the work carefully and neatly together.

1.12 INITIAL START-UP AND OPERATION

- A. The initial operation period provided for herein is to check and provide the satisfactory mechanical operation of the facilities. These requirements for start-up and operation in no way relieve the Contractor of his responsibility with respect to guaranty of work as specified in the "General Conditions." The manufacturer's representatives shall be present during this period to instruct the operators in the care, operation and maintenance of the equipment. When the shakedown period is completed, the Owner will assume responsibility for maintenance and operation, provided that all major items of the Work are operating satisfactorily.
- B. If any or all of the facilities are not operating satisfactorily at the end of the shakedown period, the Contractor shall continue to maintain those facilities that are incomplete or not operating satisfactorily until they are complete and acceptable to the Owner. Maintenance by the Contractor shall include all mechanical facilities such as pumps and like equipment. Prior to start-up, the Contractor will be required to prepare an operating schedule detailing the proposed start-up and his plans for manpower and auxiliary facilities to be provided.

1.13 GUARANTY

- A. Except as otherwise specified herein, the Contractor shall guarantee all work from latent defects in materials, equipment and workmanship for one (1) year from the date of final completion of the Contract. The date of final completion shall be that date upon which the final estimate is approved by the Owner or the date of substantial completion as defined in Section 01770 of the technical Specifications. In case any date but the date of final completion is established to govern the time of the Guaranty, such date shall be duly recorded together with the terms and conditions of such agreement.
- B. The Contractor agrees that he will obtain from the manufacturers of equipment and materials furnished under this Contract, guarantees against defective materials and workmanship, and if those guarantees furnished by the manufacturer do not extend for the term of one (1) year from and after the date upon which the final estimate is formally approved by the Owner or other established date as set forth hereinbefore, he shall make the necessary arrangements and assume all cost for extending this guarantee for the required period.
- C. The Contractor shall promptly make such repairs or replacement as may be required under the above specified guarantee, and, when the repairs or replacements involve one or more items of installed equipment, shall provide the services of qualified factory-trained servicemen

in the employ of the equipment manufacturers to perform or supervise the repairs or replacements.

- D. When the Engineer or the Owner deems it necessary, and so orders, such replacements or repairs under this section shall be undertaken by the Contractor within twenty-four (24) hours after service of notice. If the Contractor unnecessarily delays or fails to make the ordered replacements or repairs within the time specified, or if any replacements or repairs are of such nature as not to admit of the delay incident to the service of a notice, then the Owner shall have the right to make such replacements or repairs, and the expense thereof shall be paid by the Contractor or deducted from any moneys due the Contractor.
- E. The Performance Bond shall remain in full force and effect throughout the Guaranty period.
- F. All warranties and guarantees remaining in effect at and beyond the Guaranty expiration date shall be relinquished and transferred to the Owner. Copies of such warranty/guaranty shall be submitted to the Engineer prior to date of the start of the guaranty period.
- G. The Contractor shall notify the Owner and the Kentucky Division of Water (KDOW) ten (10) days prior to any bypass pumping or piping tie-in location that may occur, which shall alert the KDOW of a potential bypass occurrence location.

1.14 OVERTIME WORK^{ADD4}

- A. *Any overtime work (greater than 40 hours in one week) shall require the Contractor to reimburse the Owner for additional resident inspection costs at an hourly rate of \$70.00 per hour.^{ADD4}*

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01200 - PROJECT MEETINGS

PART 1 - GENERAL

1.01 PRECONSTRUCTION MEETING

- A. A preconstruction meeting will be held after Award of Contract, but prior to starting work at the site. Contractor's Project Manager and Site Superintendent are required to attend, as are representatives of all major subcontractors. Progress schedule update shall be submitted in advance of each meeting.

1.02 PROGRESS MEETINGS

- A. Progress meetings will be held monthly at the Division of Water Quality offices during the performance of the Work. Additional progress meetings may be called as progress of work dictates. Prior to each progress meeting, Contractor shall submit a progress report summarizing the work completed over the past month and providing a look ahead at the work to be done over the next month.
- B. Minimum Agenda for meeting shall include:
 - 1. Review and approve minutes of previous meetings.
 - 2. Review progress of Work since last meeting.
 - 3. Review proposed 30 day construction schedule.
 - 4. Note and identify problems which impede planned progress.
 - 5. Develop corrective measures and procedures to regain planned schedule.
 - 6. Revise construction schedule as indicated and plan progress during next work period.
 - 7. Maintaining of quality and work standards.
 - 8. Complete other current business.
 - 9. Schedule next progress meeting.

1.03 SPECIAL MEETINGS

- A. Owner or Engineer may schedule special meetings at the site or at Division of Water Quality offices to resolve construction issues. Contractor and when appropriate, subcontractors, shall attend upon request. No additional compensation shall be paid for meeting attendance.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION



SECTION 01210 - ALLOWANCES

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. This Section includes administrative and procedural requirements governing allowances. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
 - 2. Unit-cost allowances.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section

1.03 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Engineer of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Engineer's request, obtain proposals for each allowance for use in making final selections and include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by the Engineer from the designated supplier.

1.04 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.05 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.06 LUMP-SUM & UNIT-COST ALLOWANCES

- A. Allowances shall include cost to Contractor of specific products and materials ordered by the Owner under allowance and shall include taxes, freight, and delivery to the project site.

- B. Contractor's costs at the Project site for labor, installation, overhead and profit, and similar costs related to the equipment ordered under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. At project closeout, credit unused amounts remaining in the allowances to the Owner by Change Order.

1.07 UNUSED MATERIALS

- A. Contractor shall be responsible for returning unused materials purchased under an allowance to the manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
- B. When it is not economically practical to return material for credit, Contractor shall be responsible for preparing and delivering unused material to Owner's designated storage location. Otherwise, disposal of unused material shall be Contractor's responsibility.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.02 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.03 SCHEDULE OF ALLOWANCES

- A. Lump Sum Allowance System programming services - \$120,000
- B. Lump Sum Allowance - Mechanical screen Westech ROMAG - \$307,400.
- C. Lump Sum Allowance - Railroad repair - \$25,000.00
- D. Lump Sum Allowance - Project documentation photography - \$30,000.00
- E. Lump Sum Allowance^{ADD5} - Temporary Power Relocation - \$20,000.00

3.04 SCHEDULE OF UNIT PRICES

- A. Unit Price - base bid – General construction of Town Branch Wet Weather Storage facility
- B. Unit Price – pavement construction, bituminous asphalt surface
- C. Unit Price – pavement construction, bituminous asphalt base
- D. Unit Price – pavement construction, dense graded aggregate
- E. Unit Price – pavement restoration, pavement milling and texturing
- F. Unit Price – pavement restoration, subgrade undercutting
- G. Unit Price – over-excavation of earthen/rock/rubble/debris and replacement with compacted earthen/rock materials under structures with drilled shafts
- H. Unit Price – over-excavation of earthen/rock/rubble/debris and replacement with compacted earthen/rock materials under structures with drilled shafts
- I. Unit Price – construct drilled shaft through overburden

- J. Unit Price – construct drilled shaft rock socket
- K. Unit Price – delay time – drilled shaft equipment and crew
- L. Unit Price – Lower Can Run force main tie-in

END OF SECTION



SECTION 01230 - ALTERNATES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. Definition: An alternate is an amount proposed by Bidders and stated on the Bid Form which will be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in the Contract Documents.
- B. Coordination: Coordinate related work and modify or adjust adjacent work as required to ensure that work affected by each accepted alternate is complete and fully integrated into the project. The Contractor shall be responsible for all such costs.
- C. Notification: Immediately following award of Contract, prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to alternates, if any.
- D. Schedule: A "Schedule of Alternates" has been incorporated into the Bid Form for preparation by the Bidders. Individual Specification sections contain requirements for materials and methods necessary to achieve the work described for each alternate. Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.01 REQUIREMENTS

A. Progress Schedule

1. Within thirty (30) days after execution of the Agreement, but at least 20 days prior to submitting the first application for a progress payment, the Contractor shall prepare and submit three (3) copies of his proposed progress schedule to the Engineer for review and approval.
2. If so required, the schedule shall be revised until it is approved by the Engineer.
3. The schedule shall be updated monthly, depicting progress to the last day of the month and three (3) copies submitted to the Engineer not later than the fifth day of the month with the application for progress payment.
4. The schedule shall be prepared in the form of a horizontal bar chart showing in detail the proposed sequence of the work and identifying construction activities for each structure and for each portion of work.
5. The schedule shall be time scaled, identifying the first day of each week. The Schedule shall be provided with estimated dates for Early Start, Early Finish, Late Start and Late Finish as applicable. The work shall be scheduled to complete the Project within the Contract time. The Late Finish date shall equal the Contract Completion Date.
6. The schedule shall show duration (number of days) and float for each activity. Float shall be defined as the measure of leeway in starting or completing a scheduled activity without adversely affecting the project completion date established by the Contract Documents.
7. The updated schedule shall show all changes since the previous submittal.
8. All revisions to the schedule must reviewed and commented on by the Engineer.

B. Equipment and Material Orders Schedule

1. Contractor shall prepare and submit three (3) copies of his schedule of principal items of equipment and materials to be purchased to the Engineer for review and approval.
2. If so required, the schedule shall be revised until it is approved by the Engineer.
3. The schedule shall be updated monthly and three (3) copies submitted to the Engineer not later than the fifth day of every month with the application for progress payment.
4. The updated schedule shall be based on the Progress Schedule developed under the requirements of Paragraph 1.01(A) of this Section.
5. The schedule shall be in tabular form with appropriate spaces to insert the following information for principal items of equipment and materials:
 - a. Dates on which Shop Drawings are requested and received from the manufacturer.
 - b. Dates on which certification is received from the manufacturer and transmitted to the Engineer.

- c. Dates on which Shop Drawings are submitted to the Engineer and returned by the Engineer for revision.
- d. Dates on which Shop Drawings are revised by manufacturer and resubmitted to the Engineer.
- e. Date on which Shop Drawings are returned by Engineer annotated either "Furnish as Submitted" or "Furnish as Corrected".
- f. Date on which accepted Shop Drawings are transmitted to manufacturer.
- g. Date of manufacturer's scheduled delivery.
- h. Date on which delivery is actually made.

C. Working Drawings

1. Within thirty (30) days after the Notice to Proceed, Contractor shall prepare and submit three (3) copies of his preliminary schedule of Working Drawing submittals to the Engineer for review and approval. If so required, the schedule shall be revised until it is approved by the Engineer.
2. Working Drawings include, but are not limited to, Shop Drawings, layout drawings in plan and elevation, installation drawings, etc. Contractor shall be responsible for securing all of the information, details, dimensions, Drawings, etc., necessary to prepare the Working Drawings required and necessary under this Contract and to fulfill all other requirements of his Contract. Contractor shall secure such information, details, Drawings, etc., from all possible sources including the Drawings, Working Drawings prepared by subcontractors, Engineers, suppliers, etc.
3. In the event that the Engineer is required to provide additional engineering services as a result of a substitution of materials or equipment by the Contractor, the additional services will be provided in accordance with Section 01010 - Summary of Work, and will be covered in supplementary or revised Drawings which will be issued to the Contractor. All changes indicated that are necessary to accommodate the equipment and appurtenances shall be incorporated into the Working Drawings submitted to the Engineer.
4. Shop Drawings and Manufactured Item Information
 - a. Contractor shall submit for review by the Engineer Shop Drawings for all fabricated work and for all manufactured items required to be furnished by the Contract Documents.
 - b. Structural and all other layout Drawings prepared specifically for the Project shall have a plan scale of not less than 1/4-inch = 1 foot.
 - c. The submitted documents shall provide information indicating that the materials are in conformance with the Technical Specifications and Contract Documents.
 - d. Where manufacturer's publications in the form of catalogs, brochures, illustrations or other data sheets are submitted in lieu of prepared Shop Drawings, such submittals shall specifically indicate the item for which approval is requested. Identification of items shall be made in ink, and submittals showing only general information are not acceptable.
5. Contractor Responsibilities
 - a. All submittals from subcontractors, manufacturers or suppliers shall be sent directly to the Contractor for checking. Contractor shall thoroughly check all Drawings for accuracy and conformance to the intent of the Contract Documents. Drawings found to be inaccurate or

otherwise in error shall be returned to the subcontractors, manufacturers, or suppliers by the Contractor for correction before submitting them to the Engineer.

- b. All submittals shall be bound, dated, properly labeled and consecutively numbered. Information on the label shall indicate Specification Section, Drawing number, subcontractors', manufacturer's or supplier's name and the name or type of item the submittal covers. Each part of a submittal shall be marked and tabulated.
 - c. Working Drawings shall be submitted as a single complete package including all associated drawings relating to a complete assembly of the various parts necessary for a complete unit or system.
 - d. Shop Drawings shall be submitted as a single complete package for any operating system and shall include all items of equipment and any mechanical units involved or necessary for the functioning of such system.
 - e. ALL SUBMITTALS SHALL BE THOROUGHLY CHECKED BY THE CONTRACTOR FOR ACCURACY AND CONFORMANCE TO THE INTENT OF THE CONTRACT DOCUMENTS BEFORE BEING SUBMITTED TO THE ENGINEER AND SHALL BEAR THE CONTRACTOR'S STAMP OF APPROVAL CERTIFYING THAT THEY HAVE BEEN SO CHECKED. SUBMITTALS WITHOUT THE CONTRACTOR'S STAMP OF APPROVAL WILL NOT BE REVIEWED BY THE ENGINEER AND WILL BE RETURNED TO THE CONTRACTOR. Any comments added to the drawings by the Contractor shall be done in green ink so as to denote any Contractor notes.
 - f. If the submittals contain any departures from the Contract Documents, specific mention thereof shall be made in the Contractor's letter of transmittal. Otherwise, the review of such submittals shall not constitute approval of the departure.
 - g. No materials shall be ordered, fabricated or shipped or any work performed until the Engineer returns to the Contractor the submittals, herein required, annotated either "Furnish as Submitted" or "Furnish as Corrected".
 - h. Where errors, deviations, and/or omissions are discovered at a later date in any of the submittals, the Engineer's prior review of the submittals does not relieve the Contractor of the responsibility for correcting all errors, deviations, and/or omissions.
6. Procedure for Review
- a. Submittals shall be transmitted in sufficient time to allow the Engineer at least thirty (30) working days for review and processing.
 - b. Review submittals shall be in electronic format with one paper media copy for review. Engineer utilizes Newforma software and will provide Contractor with the necessary links and instructions for submittal purposes
 - c. Submittal shall be accompanied by a letter of transmittal, in duplicate, containing date, project title, Contractor's name, number and titles of submittals, notification of departures and any other pertinent data to facilitate review.
 - d. Submittals will be annotated by the Engineer in one of the following ways:
 - "Furnish as Submitted" - no exceptions are taken.
 - "Furnish as Corrected" - minor corrections are noted and shall be made.
 - "Revise and Resubmit" - major corrections are noted and a resubmittal is required.

"Rejected" - Based on the information submitted, the submission is not in conformance with the Contract Documents. The deviations from the Contract Documents are too numerous to list and a completely revised submission of the proposed equipment or a submission of other equipment is required.

- e. If a submittal is satisfactory to the Engineer, the Engineer will annotate the submittal "Furnish as Submitted" or "Furnish as Corrected" and retain the one (1) paper copy.
- f. If a resubmittal is required, the Engineer will annotate the submittal "Revise and Resubmit" and may return the paper copies for further detail.
- g. Contractor shall revise and resubmit submittals as required by the Engineer until submittals are acceptable to the Engineer. It is understood by the Contractor that Owner may charge the Contractor the Engineer's charges for review in the event a submittal is not approved (either "Furnish as Submitted" or "Furnish as Corrected") by the third submittal for a system or piece of equipment. These charges shall be for all costs associated with engineering review, meetings with the Contractor or manufacturer, etc., commencing with the fourth submittal of a system or type of equipment submitted for a particular Specification Section.
- h. Acceptance of a Working Drawing by the Engineer will constitute acceptance of the subject matter for which the Drawing was submitted and not for any other structure, material, equipment or appurtenances indicated or shown.
- i. Upon final acceptance of the submittal, the Contractor shall submit four (4) "record" paper copies of the submittal for distribution.

7. Engineer's Review

- a. Engineer's review of the Contractor's submittals shall in no way relieve the Contractor of any of his responsibilities under the Contract. An acceptance of a submittal shall be interpreted to mean that the Engineer has no specific objections to the submitted material, subject to conformance with the Contract Drawings and Specifications. The Engineer will denote any notes in red ink so as to record his comments on the submittal. Engineer may provide a tabular list of comments referencing the submittal, in lieu of, or in addition to marking the submittal.
- b. Engineer's review will be confined to general arrangement and compliance with the Contract Drawings and Specifications only, and will not be for the purpose of checking dimensions, weights, clearances, fittings, tolerances, interferences, coordination of trades, etc.

8. Record Working Drawings

- a. Prior to final payment, the Contractor shall furnish the Engineer one complete set of all accepted Working Drawings, including Shop Drawings, for equipment, piping, electrical work, heating system, ventilating system, air conditioning system, instrumentation system, plumbing system, structural, interconnection wiring diagrams, etc.
- b. Manufacturer's publications, submitted in lieu of prepared Shop Drawings, will not be required in reproducible form. However, three (3) sets of such material shall be furnished by the Contractor to the Engineer.
- c. Working Drawings furnished shall be corrected to include any departures from previously accepted Drawings.

D. Certified Shop Test Reports

1. Each piece of equipment for which pressure, head, capacity, rating, efficiency, performance, function or special requirements are specified or implied shall be tested in the shop of the manufacturer in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents and applicable test codes and standards. Contractor shall keep the Engineer advised of the scheduling of shop tests (at least three weeks minimum advance notice) so that the Engineer may arrange for the witnessing or inspection at the proper time and place.
 2. The contractor shall secure from the manufacturers five (5) paper copies and two (2) electronic copies of the actual test data, the interpreted results and a complete description of the testing facilities and testing setup, all accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company and notarized. These reports shall be forwarded to the Engineer for review.
 3. In the event any equipment fails to meet the test requirements, the manufacturer shall make all necessary changes, adjustments or replacements and the tests shall be repeated, at no additional cost to the Owner or Engineer, until the equipment test requirements are acceptable to the Engineer.
 4. No equipment shall be shipped to the Project until the Engineer notifies the Contractor, in writing, that the shop test reports are acceptable
- E. Operation and Maintenance Manuals
1. See Section 01780 for requirements.
- F. Construction Photographs
1. The Contractor shall take photographs at the locations and at such stages of the construction as directed by the Engineer. Digital format shall be used. Provide all pictures for a given period on a CD or DVD.
 2. Provide the equivalent of 36 different exposures per month for the duration of the Contract time. When directed by the Engineer, frequency of photographs may be increased to weekly sessions provided that the equivalent number of exposures is not exceeded. Engineer may waive requirements for photographs during inactive construction periods in favor of increased photographs during active construction sequences.

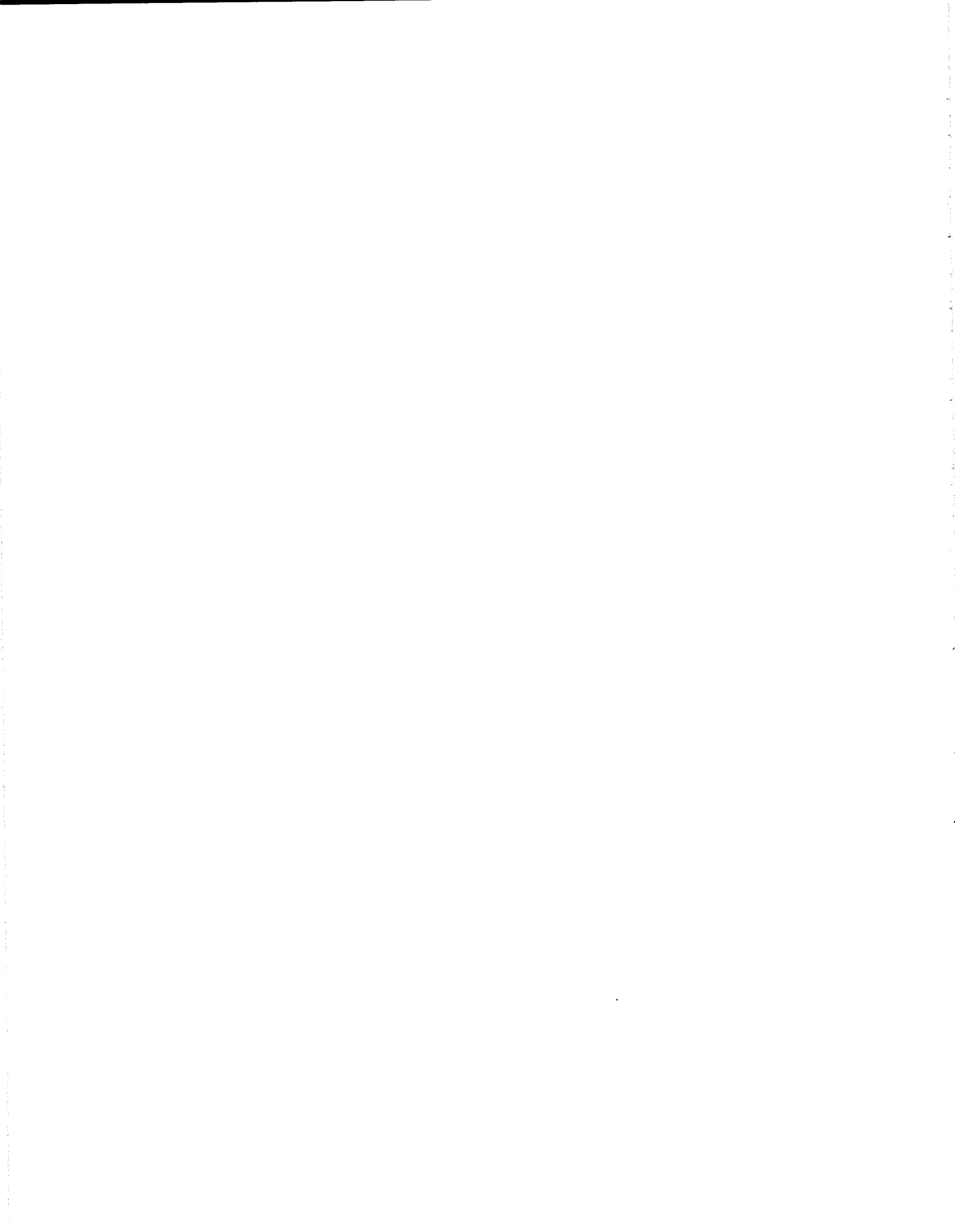
PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION



SECTION 01320 - PROGRESS SCHEDULES

PART 1 - GENERAL

1.01 REQUIREMENTS

A. Scheduling Responsibilities:

1. In order to provide a definitive basis for determining job progress, a construction schedule of a type approved by the Owner will be used to monitor the project.
2. Each week the Contractor shall be responsible for preparing the schedule and updating it based on a tentative two week basis. It shall at all times remain the Contractor's responsibility to schedule and direct his forces in a manner that will allow for the completion of the work within the contractual period.

B. Construction Hours: see Section 01010 – Summary of Work – for construction working hours requirements.

C. Progress of the Work:

1. The work shall be started within ten (10) days following the Notice to Proceed and shall be executed with such progress as may be required to prevent delay to other Contractors or to the general completion of the project. The work shall be executed at such times and in or on such parts of the project, and with such forces, material and equipment, to assure completion of the work in the time established by the Contract.
2. The Contractor agrees that whenever it becomes apparent from the current monthly schedule update that delays have resulted and, hence, that the Contract completion date will not be met or when so directed by the Owner, he will take some or all of the following actions at no additional cost to the Owner:
 - a. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of work.
 - b. Increase the number of working hours per shift, shifts per working day or days per week, the amount of construction equipment, or any combination of the foregoing to substantially eliminate the backlog of work.
 - c. Reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and comply with the revised schedule.
 - d. The Contractor shall submit to the Owner or the Owner's representative for review a written statement of the steps he intends to take to remove or arrest the delay to the critical path in the accepted schedule.

1.02 CONSTRUCTION SCHEDULE

- A.** Within fifteen (15) calendar days of the Notice to Proceed, the Contractor shall submit to the Engineer five (5) copies of his proposed schedule. Schedule shall be Critical Path Method (CPM) type which depicts the Contractor's plan for completing the contract requirements and show work placement in dollars versus contract time. The schedule will be the subject of a schedule review meeting with the Contractor, the Engineer and the Owner or the Owner's representative within one (1) week of its submission. The Contractor will revise and resubmit the schedule until it is acceptable and accepted by the Owner or the Owner's representative.

1.03 CONTRACT COMPLETION TIME

A. Causes for Extensions:

The Contract completion time will be adjusted only for causes specified in this Contract. In the event the Contractor requests an extension of any Contract completion date, he shall furnish such justification and supporting evidence as the Owner or the Owner's representative may deem necessary for a determination as to whether the Contractor is entitled to an extension of time under the provisions of this Contract. The Owner, with the assistance of the Engineer, will, after receipt of such justification and supporting evidence, make findings of fact and will advise the Contractor in writing thereof.

B. Requests for Time Extension:

Each request for change in any Contract completion date shall be initially submitted to the Owner within the time frame stated in the General Conditions. All information known to the Contractor at that time concerning the nature and extent of the delay shall be transmitted to the Owner at that time. Within the time frame stated in the General Conditions but before the date of final payment under this Contract, all information as required above concerning the delay must be submitted to the Owner. No time extension will be granted for requests which are not submitted within the foregoing time limits.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01400 - QUALITY CONTROL

PART 1 - GENERAL

1.01 REQUIREMENTS

A. Testing Laboratory Services

1. Laboratory and field testing and checking required by the Specifications, including the cost of transporting all samples and test specimens, shall be provided and paid for by the Owner unless otherwise indicated in the Specifications.
2. Materials to be tested include, but are not necessarily limited to the following: cement, concrete aggregate, concrete, and reinforcing steel.
3. Tests required by the Owner shall not relieve the Contractor from the responsibility of supplying test results and certificates from manufacturers or suppliers to demonstrate conformance with the Specifications.
4. In place testing of compacted materials will be conducted as specified or recommended by Engineer.
5. Procedures
 - a. The Contractor shall plan and conduct his operations to permit taking of field samples and test specimens, as required, and to allow adequate time for laboratory tests.
 - b. The collection, field preparation and storage of field samples and test specimens shall be as directed by the Engineer with the cooperation of the Contractor.
6. Significance of Tests
 - a. Test results shall be binding on both the Contractor and the Owner, and shall be considered irrefutable evidence of compliance or noncompliance with the Specification requirements, unless supplementary testing shall prove, to the satisfaction of the Owner, that the initial samples were not representative of actual conditions.
7. Supplementary and Other Testing
 - a. Nothing shall restrict the Contractor from conducting tests he may require. Should the Contractor at any time request the Owner to consider such test results, the test reports shall be certified by an independent testing laboratory acceptable to the Owner. Testing of this nature shall be conducted at the Contractor's expense.

1.02 IMPERFECT WORK OR MATERIALS

- A. Any defective or imperfect work or materials furnished by the Contractor which is discovered before the final acceptance of the work, as established by the Certificate of Substantial Completion, or during the subsequent guarantee period, shall be removed immediately even though it may have been overlooked by the Engineer and estimated for payment. Any materials condemned or rejected by the Engineer shall be tagged as such and shall be immediately removed from the site. Satisfactory work or materials shall be substituted for that rejected.
- B. The Engineer may order tests of imperfect or damaged work or materials to determine the required functional capability for possible acceptance, if there is no other reason for rejection.

The cost of such tests shall be borne by the Contractor; and the nature, tester, extent and supervision of the tests will be as determined by the Engineer. If the results of the tests indicate that the required functional capability of the work or material was not impaired, consistent with the final general appearance of same, the work or materials may be deemed acceptable. If the results of such tests reveal that the required functional capability of the questionable work or materials has been impaired, then such work or materials shall be deemed imperfect and shall be replaced. The Contractor may elect to replace the imperfect work or material in lieu of performing the tests.

1.03 INSPECTION AND TESTS

- A. The Contractor shall allow the Engineer ample time and opportunity for testing materials to be used in the work. He shall advise the Engineer promptly upon placing orders for material so that arrangements may be made, if desired, for inspection before shipment from the place of manufacture. The Contractor shall at all times furnish the Engineer and his representatives, facilities including labor, and allow proper time for inspecting and testing materials and workmanship. The Contractor must anticipate possible delays that may be caused in the execution of his work due to the necessity of materials being inspected and accepted for use. The Contractor shall furnish, at his own expense, all samples of materials required by the Engineer for testing, and shall make his own arrangements for providing water, electric power, or fuel for the various inspections and tests of structures and material.
- B. Where other tests or analyses are specifically required in other Sections of these Specifications, the cost thereof shall be borne by the party (Owner or Contractor) so designated in such Sections. The Owner will bear the cost of all tests, inspections, or investigations undertaken by the order of the Engineer for the purpose of determining conformance with the Contract Documents if such tests, inspection, or investigations are not specifically required by the Contract Documents, and if conformance is ascertained thereby. Whenever nonconformance is determined by the Engineer as a result of such tests, inspections, or investigations, the Contractor shall bear the full cost thereof or shall reimburse the Owner for said cost. In this connection, the cost of any additional tests and investigations, which are ordered by the Engineer to ascertain subsequent conformance with the Contract Documents, shall be borne by the Contractor.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01510 - TEMPORARY UTILITIES

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. The Contractor shall provide temporary light and power, heating, water service, telephone, internet, and sanitary facilities for his operations, for the construction operations of his subcontractors on this Project at the site. The temporary services shall be provided for use throughout the construction period.
- B. The Contractor shall coordinate and install all temporary services in accordance with the requirements of the utility companies having jurisdiction and as required by applicable codes and regulations.
- C. At the completion of the work, or when the temporary services are no longer required, the facilities shall be restored to their original conditions.
- D. All costs in connection with the temporary services including, but not limited to, installation, utility company service charges (except where provided by the Owner), maintenance, relocation and removal shall be borne by the Contractor at no additional cost to the Owner.
- E. Temporary Light and Power
 1. The temporary general lighting and small power requirements shall be serviced by 120/240 V, 1 phase, 3 wire temporary systems furnished and installed by the Contractor. This service shall be furnished complete with main disconnect, overcurrent protection, meter outlet, branch circuit breakers, and wiring as required; including branch circuit breakers and wiring as required for furnishing temporary power to the subcontractor's field office service connections, all in accordance with the requirements of the servicing power company and applicable standards and codes. **The meter for the temporary electric service for construction purposes shall be registered in the name of the Contractor and all energy charges for furnishing this temporary electric power shall be borne by the Contractor.**
 2. The Contractor shall make all necessary arrangements, and pay for all permits, inspections, and power company charges for all temporary service installations. All temporary systems shall comply with and meet the approval of the local authorities having jurisdiction. All temporary electrical systems shall consist of wiring, switches, necessary insulated supports, poles, fixtures, sockets, receptacles, lamps, guards, cutouts, and fuses as required to complete such installations. The Contractor shall furnish lamps and fuses for all temporary systems furnished by him and shall replace broken and burned out lamps, blown fuses, damaged wiring and as required to maintain these systems in adequate and safe operating condition. All such temporary light and power system shall be installed without interfering with the work of his subcontractors.

When it is necessary during the progress of construction that a temporary electrical facility installed under this Division interferes with construction operations, the Contractor shall relocate the temporary electrical facilities to maintain temporary power as required at no additional cost to the Owner. The Contractor shall be responsible at all times for any damage or injury to equipment, materials, or personnel caused by improperly protected or installed temporary installations and equipment.

3. The various subcontractors doing the work at the site shall be permitted to connect into the temporary general lighting system small hand tools, such as drills, hammers, and grinders, provided that:

- a. Equipment and tools are suitable for 120 V, single phase, 60 Hz operation and operating input does not exceed 1,500 volt-amperes.
 - b. Tools are connected to outlets of the system with only one (1) unit connected to a single outlet.
 - c. In case of overloading of circuits, the Contractor will restrict use of equipment and tools as required for correct loading.
4. The Contractor shall keep the temporary general lighting and power systems energized fifteen minutes before the time that the earliest trade starts in the morning and de-energized fifteen minutes after the time the latest trade stops. This applies to all weekdays, Monday through Friday, inclusive, which are established as regular working days.
 5. If the Contractor requires additional power and lighting other than that specified herein (including power for temporary heating equipment) shall furnish an additional service complete with all fuses, cutouts, wiring and other material and equipment necessary for a complete system between the service point and the additional power consumers and shall install his own metering equipment in accordance with the requirements of the servicing power company.
 6. The temporary general lighting system shall be installed progressively in structures as the various areas are enclosed or as lighting becomes necessary because of partial enclosure. Lighting intensities shall be not less than 10 foot candles.
 7. The Contractor shall provide a separate temporary night lighting circuit for construction security. This system shall be energized at the end of each normal working day and de-energized at the start of each normal working day by the Contractor. The system is to be left energized over Saturdays, Sundays, and all holidays. Lighting intensities shall be not less than 2 foot candles.
 8. Electrical welders provided by each trade used in the erection and fabrication of the buildings, structures and equipment shall be provided with an independent grounding cable connected directly to the structure on which the weld is being made rather than adjacent conduit piping, etc.

Electricians and other tradesmen necessary for the required connections and operation of welding equipment and generator, standby generators and similar equipment shall be furnished by the Contractor and his subcontractors. All costs for such labor and equipment shall be borne by the individual.

9. Upon completion of the work, but prior to acceptance by the Owner, the Contractor shall remove all temporary services, security lighting systems, temporary general lighting systems and all temporary electrical work from the premises.

F. Temporary Heating

1. The Contractor shall provide temporary heating, ventilation coverings and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work and to facilitate work in all structures.
2. The equipment, fuel, materials, operating personnel and methods used shall be at all times satisfactory and adequate to maintain critical installation temperatures and ventilation for all work in those areas where the same is required.
3. After any structure is enclosed, the minimum temperature to be maintained is 50°F, unless otherwise specified, where work is actually being performed.

4. Before and during the application of interior finishing, painting, etc., the Contractor shall provide sufficient heat to maintain a temperature of not less than 65°F.
5. Any work damaged by dampness or insufficient or abnormal heating shall be replaced by the Contractor at no additional cost to the Owner.

G. Temporary Sanitary Service

1. Sanitary conveniences, in sufficient numbers, for the use of all persons employed on the work and properly screened from public observation, shall be provided and maintained at suitable locations by the Contractor, all as prescribed by State Labor Regulations and local ordinances. The contents of same shall be removed and disposed of in a manner consistent with local and state regulations, as the occasion requires. Contractor and his subcontractors shall rigorously prohibit the committing of nuisances within, on, or about the work. Sanitary facilities shall be removed from the site when no longer required.

H. Temporary Water

1. The Contractor shall provide temporary water service for construction purposes, sanitary facilities, fire protection, field offices and for cleaning. The Contractor shall make all arrangements for connections to the potable water at the plant site. The Contractor shall pay all charges associated with the connection. **The Owner will pay for all utility charges for potable water used under this Contract, except for any water utilized for an onsite concrete batching plant. No temporary services, connection fees, or temporary facilities will be paid for by the Owner.**
2. The Contractor shall supply potable water for his employees either by portable containers or drinking fountains.
3. An adequate number of hose bibbs, hoses, and watertight barrels shall be provided for the distribution of water.
4. Water service shall be protected from freezing and the service shall be extended and relocated as necessary to meet temporary water requirements.

I. Temporary Internet Service

1. The Contractor shall provide and pay for separate and temporary Internet service.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

(NOT USED)

END OF SECTION

SECTION 01515 - FIELD OFFICES

PART 1 - GENERAL

1.01 CONTRACTOR'S FIELD OFFICE

- A. The Contractor shall establish and maintain a field office on this project and have available at the office a responsible representative who can officially receive communications from the Owner and the Engineer. The Contractor shall have one complete, up-to-date set of Drawings, Specifications and Contract Documents (including all Addenda and Change Orders) in this office at all times, available for reference at any time. The office shall be provided with telephone service, toilet facilities, light, air conditioning and heat; the cost of which shall be borne by the Contractor. Notices, instructions, orders, directions or other communications from the Engineer, left at this office, shall be considered as received by the Contractor.
- B. Field office and utilities shall be in accordance with all applicable codes and ordinances.

1.02 RESIDENT REPRESENTATIVE'S FIELD OFFICE (Trailer does NOT include computer)

- A. Field office is required as specified below:
 - 1. The Contractor shall provide and maintain a field office for the exclusive use of the Owner's Resident Representative (RR). The facilities shall be available for his use during the entire duration of the Project, and shall not be disturbed, moved, or interrupted without the Owner's approval. The office shall be a separate structure containing at least 600 square feet of floor area, sealed from the weather, completed and ready for occupancy within thirty (30) days following the Notice to Proceed with the Project. Trailer shall be divided into one office and conference room. The office shall be erected on a location approved by the Engineer. The Contractor shall arrange for the office to be cleaned using a qualified, professional cleaning service at least weekly in a manner satisfactory to the Engineer. A mobile field office trailer minimum of 12 feet wide and 50 feet long is acceptable if it contains the required facilities. Contractor shall respond to and address any maintenance issue that arises at the RR's field office within 24 hours.
 - 2. All doors and windows shall be equipped with locking devices to prevent unauthorized entry, and all keys to the door locks shall be loaned to the Engineer for his use during the life of the project. Main entrance to office shall have a 72 square foot minimum covered porch with a separate roof and rainproof seal to the main structure. The office shall contain adequate heating, air conditioning, and ventilating facilities. Adequate electric lights shall be provided with a wall receptacle on each of the four walls. Functional, totally enclosed water closet and lavatory shall be provided. An individual, direct-line telephone service equipped with an outside bell shall be located as directed for the exclusive use of the Engineer (for up to 4 persons and one facsimile equipment). An individual, direct high-speed internet service (DSL or cable) shall be provided and located as directed for exclusive use of the RR (networked for up to 4 persons). Telephone service for all calls related to the work including long distance, all heat, light, power, internet, water and sanitary facilities, well-maintained access road and parking (for up to 4 vehicles) shall be furnished and paid for by the Contractor. All supplies including wastebasket heavy duty liners, floor entry mats, mud-cleaning brushes, paper towels, toilet paper, copying machine paper (all sizes) shall be provided by the Contractor for the full duration of the Contract.
 - 3. A 24-inch by 36-inch plywood sign shall be erected on the outside wall of the field office in a location determined by the Engineer. The sign shall be painted white with green, 3-inch high lettering, neatly arranged identifying this as the field office.

4. The following office furniture and equipment shall be furnished:

| <u>Qty</u> | <u>Item</u> |
|------------|--|
| 2 | Flat top desks, 2-1/2 x 5 feet, with drawers at each end |
| 1 | Plywood drawing table, 3 feet x 6 feet tilt top with drafting stool |
| 8 | Straight chairs (padded stacking type) |
| 3 | Four-drawer, legal size steel filing cabinet with lock and key (HON 210P Series Full-suspension Files) |
| 2 | Large (23-gallon) metal or heavy duty plastic wastebaskets with tops |
| 3 | Wastebaskets (28-quart) |
| 1 | Mobile rack from which to hang drawings, including related appurtenances |
| 2 | Wall-mounted fire extinguishers |
| 1 | Electric water cooler with 5-gallon bottle water supply and disposable drink cups |
| 2 | Metal office folding tables 30 inches x 60 inches (minimum) |
| 1 | Metal office folding table 30 inches x 96 inches (minimum) |
| 2 | Bookcases with 4 shelves, 3 feet wide |
| 1 | Steel storage cabinets (72"H x 36"W x 24"D) w/ four adjustable shelves & locks |
| 3 | 18 inch square lockers by 6 feet high |
| 1 | First Aid Cabinet conforming to the OSHA requirements for an office of up to 15 persons or a construction site of up to 5 persons. |
| 1 | Automatic telephone message recorder |
| 2 | Tilt/swivel type desk chairs |
| 1 | 4 cu. ft. capacity refrigerator |
| 1 | 1.4 cu. ft. countertop microwave with double-oven cart |
| 1 | Copying/Printer/Scanner/Facsimile machine, with local service contract |
| 1 | Office hard drive 500 GB minimum) and router networked for up to 4 persons with high-speed internet and 4-in-1 printer |

5. The Contractor shall have the RR's field office set up and fully operational within 30 days after the date of execution of the Contract. On completion of the project, the field office shall be removed from the site as a part of the Contractor's demobilization. The site shall be restored.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01520 - MAINTENANCE OF UTILITY OPERATIONS DURING CONSTRUCTION

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. The sanitary sewer system shall be maintained in continuous operation during the entire construction period of this Contract as hereinafter specified. The intent of this section is to outline the minimum requirements necessary to provide continuous transference of wastewater throughout the construction period.
- B. Work under this Contract shall be scheduled and conducted by the Contractor so as to not reduce the quality of near-by water streams or cause odor or other nuisance except as explicitly permitted hereinafter. In performing the work shown and specified, the Contractor shall plan and schedule his work to meet the plant and collection system operating requirements, and the constraints and construction requirements as outlined in this Section. No discharge of raw or inadequately treated wastewater shall be allowed. The Contractor shall pay all civil penalties, costs, and assessments associated with any discharge of raw or inadequately treated wastewater associated with the Contractor's work.
- C. The Contractor shall be responsible for coordinating the general construction and for ensuring that permanent or temporary power is available for all existing, proposed, and temporary facilities that are required to be on line at any given time.
- D. The Contractor has the option of providing additional temporary facilities that can eliminate a constraint, provided it is done without cost to the Owner and provided that all requirements of these Specifications are fulfilled and approved by the Engineer.

1.02 TEMPORARY BYPASS PUMPING

- A. Requirements for this section shall apply to all pumping required for Contractor to perform tie-ins, shutdowns, etc. for construction of the work. Temporary bypass pumping shall be performed in accordance with this section unless noted otherwise herein. Temporary pumping system design calculations and equipment information shall be submitted for review by Engineer per Section 01300. Calculations shall be stamped by a professional engineer registered in the Commonwealth of Kentucky.
- B. Contractor shall furnish, install, maintain, and operate temporary bypass pumping facilities as required to complete the Work. Contractor shall be responsible for all construction necessary to accommodate pumps and piping including but not limited to structure modifications, pump base construction, pipe supports, etc.
- C. The Contractor shall perform a test run of the bypass pumping set-up before being allowed to continue with the full scale bypass pumping.
- D. Contractor shall design the temporary bypass pumping facilities to convey flows from the upstream manholes where existing manhole or sewer tie-ins, replacement, or modifications will be conducted in a manner that will prevent backup of the existing system.
- E. All tie-ins, replacement, or modifications shall be performed during low flow conditions.
- F. All tie-ins, replacement, or modifications Work shall be accomplished as quickly as possible. If Work required extends beyond 8-hours or weather causes higher flows in the existing system during the Work, the new Work shall be stopped and the existing system shall be placed back into service. The new Work shall be properly protected from damage. Any damage to the new Work or damage to surrounding areas caused by the new Work shall be

repaired or replaced at the Owner's decision by the Contractor at the Contractor's sole expense.

- G. Contractor shall provide all power, fuel, maintenance materials, parts, and other expendables in order to maintain temporary pumping through the duration of the Work.
- H. Contractor shall provide one standby pump equal in capacity to the largest pump installed. If temporary pumping requires non-identical pumps in series, a standby pump of each type shall be provided. Temporary control system shall start standby pump on high level and dial-out to local contact who will respond and be on-site within an hour to check and address problem. High-high level shall also alarm and dial-out indicating that standby pump is not maintaining level. Temporary pumping system shall be provided by company that has spare pumps ready to be delivered and installed locally if problems occur.
- I. Contractor shall provide standby power or 48-hour on-site fuel storage capacity for diesel engine type pumps to ensure continuous operation at all times.
- J. Contractor shall provide sound attenuation for temporary pumping facilities to limit noise levels to no more than 85 dBA at a distance of 21 feet from the noise source.
- K. Temporary pumping system shall remain fully operational until all modifications are complete and approved by Owner or Engineer.
- L. Following successful completion of the new Work, Contractor shall remove all temporary pumps, piping and appurtenances and restore area and/or structures to original condition prior to start of work.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01530 - PROTECTION OF EXISTING FACILITIES

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. Contractor shall be responsible for the preservation and protection of property adjacent to the work site against damage or injury as a result of his operations under this Contract. Any damage or injury occurring on account of any act, omission or neglect on the part of the Contractor shall be restored in a proper and satisfactory manner or replaced by and at the expense of the Contractor to an equal or superior condition than previously existed.
- B. Contractor shall be responsible for locating all underground utilities in accordance with applicable regulation. Locations and elevations of all existing utilities shall be accurately marked on record drawings.
- C. Contractor shall comply promptly with such safety regulations as may be prescribed by the Owner or the local authorities having jurisdiction and shall, when so directed, properly correct any unsafe conditions created by, or unsafe practices on the part of, his employees. In the event of the Contractor's failure to comply, the Owner may take the necessary measures to correct the conditions or practices complained of, and all costs thereof will be deducted from any monies due the Contractor. Failure of the Engineer to direct the correction of unsafe conditions or practices shall not relieve the Contractor of his responsibility hereunder.
- D. In the event of any claims for damage or alleged damage to property as a result of work under this Contract, the Contractor shall be responsible for all costs in connection with the settlement of or defense against such claims. Prior to commencement of work in the vicinity of property adjacent to the work site, the Contractor, at his own expense, shall take such surveys as may be necessary to establish the existing condition of the property. Before final payment can be made, the Contractor shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

1.02 PROTECTION OF WORK AND MATERIAL

- A. During the progress of the work and up to the date of final payment, the Contractor shall be solely responsible for the care and protection of all work and materials covered by the Contract.
- B. All work and materials shall be protected against damage, injury or loss from any cause whatsoever, and the Contractor shall make good any such damage or loss at his own expense. Protection measures shall be subject to the approval of the Engineer.

1.03 BARRICADES, WARNING SIGNS AND LIGHTS

- A. The Contractor shall provide, erect and maintain as necessary, strong and suitable barricades, danger signs and warning lights along all roads accessible to the public, as required by the Manual on Uniform Traffic Control Devices or as required by the authority having jurisdiction, to insure safety to the public. All barricades and obstructions along public roads shall include reflective material, shall be illuminated at night, and all lights for this purpose shall be kept burning from sunset to sunrise.
- B. Contractor shall provide and maintain such other warning signs and barricades in areas of and around their respective work as may be required for the safety of all those employed in the work, the Owner's operating personnel, or those visiting the site.

1.04 EXISTING UTILITIES AND STRUCTURES

- A. The term existing utilities shall be deemed to refer to both publicly-owned and privately-owned utilities such as electric power and lighting, telephone, water, gas, storm drains, sanitary sewers and all appurtenant structures.
- B. Where existing utilities and structures are indicated on the Drawings, it shall be understood that all of the existing utilities and structures affecting the work may not be shown and that the locations of those shown are approximate only. It shall be the responsibility of the Contractor to ascertain the actual extent and exact location of existing utilities and structures. In every instance, the Contractor shall notify the proper authority having jurisdiction and obtain all necessary directions and approvals before performing any work in the vicinity of existing utilities.
- C. Prior to beginning any excavation work, the Contractor shall, through field investigations, determine any conflicts or interferences between existing utilities and new utilities to be constructed under this project. This determination shall be based on the actual locations, elevations, slopes, etc., of existing utilities as determined in the field investigations, and locations, elevation, slope, or other information of new utilities as shown on the Drawings. If an interference exists, the Contractor shall bring it to the attention of the Engineer as soon as possible. If the Engineer agrees that an interference exists, he shall develop a plan to address the interference as required, and obtain the Owner's approval. Additional costs to the Contractor for this change shall be processed through a Change Order as detailed elsewhere in these Contract Documents. In the event the Contractor fails to bring a potential conflict or interference to the attention of the Engineer prior to beginning excavation work, any actual conflict or interference which does arise during the Project shall be corrected by the Contractor, as directed by the Engineer, at no additional expense to the Owner.
- D. The work shall be carried out in a manner to prevent disruption of existing services and to avoid damage to the existing utilities. Temporary connections shall be provided, as required, to insure uninterrupted of existing services. Any damage resulting from the work of this Contract shall be promptly repaired by the Contractor at his own expense in a manner approved by the Engineer and further subject to the requirements of any authority having jurisdiction. Where it is required by the authority having jurisdiction that they perform their own repairs or have them done by others, the Contractor shall be responsible for all costs thereof.
- E. Where excavations by the Contractor require any utility lines or appurtenant structures to be temporarily supported and otherwise protected during the construction work, such support and protection shall be provided by the Contractor. All such work shall be performed in a manner satisfactory to the Engineer and the respective authority having jurisdiction over such work. In the event the Contractor fails to provide proper support or protection to any existing utility, the Engineer may, at his discretion, have the respective authority to provide such support or protection as may be necessary to insure the safety of such utility, and the costs of such measures shall be paid by the Contractor. This is not a pay item.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01543 - TEMPORARY BYPASS PUMPING

PART 1 - GENERAL

1.01 SCOPE

- A. The Contractor is required to furnish all materials, labor, equipment, power, maintenance, etc. to implement a temporary pumping system for the purpose of diverting the 54" Town Branch WWTP influent sewer flow around the wet weather storage site until the diversion structure is completed and placed in service. There shall be no extra cost to the Owner for multiple start-ups, shut-downs and mobilizations as needed to complete the project.
- B. The design, installation and operation of the temporary pumping system shall be the Contractor's responsibility. The Contractor shall employ the services of a vendor who can demonstrate to the Owner that he specializes in the design and operation of temporary bypass pumping systems.
- C. The Contractor shall provide a temporary pumping system to bypass the existing pump station. The system shall be capable of pumping up to 50 MGD of wastewater from the upstream manhole, and discharge into the downstream manholes.
- D. No overflow of sewage shall be allowed.
- E. It is required under this section that the Contractor provide all necessary means to safely convey the normal flows past the work area. It will not be permitted to stop or impede the main or any sideline flows under any circumstances.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Shop Drawings, Product Data and Samples - Section 01300

1.03 QUALIFICATIONS AND MANUFACTURER

- A. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.
- B. Temporary bypass pumping vendor shall be Godwin Pumps of America, Inc., Allied Technical Services, Cincinnati, OH, or equal.

1.04 SUBMITTALS

- A. The Contractor shall prepare with the vendor a specific detailed description of the proposed pumping system and submit it and the vendor's references to the Engineer for review. Submittals shall be in accordance with Section 013323.

1.05 PLUGGING OR BLOCKING

- A. A sewer line plug shall be inserted into the downstream pipe of the temporary bypass manhole. The plug shall be so designed that no portion of the sewage can be released into the system. After the work has been completed, flow shall be restored to normal.

- B. It may be necessary during the duration of the project for the by-pass plug to be pulled and the existing sewer be placed back in service and then again re-plugged and by-pass again prior to the project being completed.

1.06 FLOW CONTROL PRECAUTIONS

- A. When flow in a sewer line is plugged, blocked, or bypassed; sufficient precautions must be taken to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to insure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved. If such damage occurs, it shall be the Contractor's responsibility to clean, disinfect, and replace, where appropriate, any and all damaged public or private property as quickly as possible.

PART 2 – PRODUCTS

2.01 PUMPING AND BYPASSING:

- A. When pumping and bypassing is required the Contractor shall supply the pumps, conduits, and other equipment to divert the flow of sewage around the manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during a rainstorm. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum.
- B. The Contractor shall obtain approval from the Owner before bypass pumping is begun. All bypass pumping shall be under the observation of the Resident Project Representative.

2.02 PUMPS

- A. The pumps and drives shall be rated for continuous duty and shall be capable of pumping the specified flow range without surging, cavitation, or vibration. The pump shall not overload the driver at any point on the pump operating curve. Rotative components shall be statically and dynamically balanced. The Pump shall be suitable for use with raw unscreened sewage and trash. The pump shall be a self-contained unit, designed for temporary use.
- B. All pumps used shall be fully automatic self priming units that do not require the use of foot-valves or vacuum pumps in the priming system. The pumps shall be diesel powered. All pumps used must be constructed to allow dry running for long periods of time to accommodate the cyclical nature of effluent flows. Pumps shall have a temporary two (2) float system (on,off) to control the pumps start and stop cycles.
- C. Pumps shall be engine driven on skid bases with centralized lifting bracket and integral fuel tank. The pump shall be direct coupled to an electric start diesel engine and shall be provided with an integral belt driven compressor to operate the air ejector priming system.
- D. Pump shall be equipped with an air ejector priming system which consists of an air compressor which blows air through a venturi ejector. This system shall automatically and continuously prime the pump.

- E. Pump shall have a cast iron casting, suction cover, separation tank, open impeller front wear plate and non-return valve. Pump shaft shall be alloy steel.
- F. Pump seals shall be constructed of silicon carbide, of the mechanical type, and shall be located in an oil bath. This will allow lubrication by the oil, not the wastewater and will allow pump operation at periods of low flow.
- G. Influent Bypass Pumps shall deliver 50 MGD.
- H. Contractor shall provide the necessary start/stop controls for each pump.

2.03 PIPING

- A. In order to prevent the accidental spillage of flows, all discharge system must be constructed of rigid pipe with positive, leak-proof connections.
- B. Pipe shall be high density polyethylene pipe with fused joints for a leak-proof piping system or restrained joint construction designed for the application.

2.04 TEMPORARY PLUGS

- A. Plugs shall be inflatable plugs constructed of specially treated industrial fabric and reinforced neoprene. Plugs shall be equipped with steel pull rings and aluminum end clamps.
- B. All plugs shall be firmly attached to a stationary object at ground level by a steel cable in order to prevent loss of plug in the pipeline.

PART 3 - EXECUTION

3.01 TEMPORARY INSTALLATION

- A. Equipment specified in this Section shall be installed in strict accordance with the manufacturer's instructions and recommendations. Installation shall include furnishing oil, fuel, grease, lubricants, tools, and spare parts that may be required to maintain the operation of the pump throughout the construction period, as recommended by the manufacturer. The Contractor shall be solely responsible for maintaining the temporary pumps and appurtenances. The Contractor shall be responsible for multiple start-ups and shut-downs as required during the construction period. At the end of the construction period, the Contractor shall remove the pump and appurtenances.
- B. The pumps are to be installed where specified. They shall be installed for temporary use only and shall be removed by the Contractor prior to completion for the contract. The Contractor shall be responsible for proper operation of the complete pumping system, which includes pump, driver, controls and appropriate pipe connections during the construction period.
- C. Adequate hoisting equipment for each pump and accessories shall be maintained on the site.

- D. The Contractor shall insure that the temporary pumping system is properly maintained and a responsible operator shall be on hand at all times when pumps are operating.
- E. The temporary pumping system shall be placed in service a minimum of 24 hours before any work may begin. It shall remain operable for at least 72 hours after the repairs are completed and its removal is approved by the Owner or Engineer in writing.
- F. Once written permission is issued, the Contractor shall remove all components of the temporary pumping system. The Contractor shall perform all restoration work to the satisfaction of the Owner.

END OF SECTION

SECTION 01550 - SITE ACCESS AND STORAGE

PART 1 - GENERAL

1.01 REQUIREMENTS

A. Access Roads

1. The Contractor shall construct and maintain such temporary access roads as required to perform the work of this Contract.
2. Access roads shall be located within the property lines of the Owner unless the Contractor independently secures easements for his use and convenience. Contractor shall submit written documentation to the Engineer for any Contractor secured easements across privately held property. Easement agreement shall specify terms and conditions of use and provisions for site restoration. A written release from the property owner certifying that all terms of the easement agreement have been complied by the Contractor shall be furnished to the Engineer prior to final payment.
3. Existing access roads used by the Contractor shall be suitably maintained by the Contractor at his expense during construction. Contractor shall not be permitted to restrict Owner access to existing facilities. Engineer may direct Contractor to perform maintenance of existing access roads when Engineer determines that such work is required to insure all weather access by the Owner.
4. The Contractor will maintain the primary roads to be free of mud and dirt. All mud and dirt carried from the access roads to the primary roads shall be washed and cleaned.
5. The Contractor shall obtain and pay all cost associated with any bonds required by the Kentucky Department of Transportation for the use of State maintained roads.

B. Parking Areas

1. Contractor shall construct and maintain suitable parking areas for his construction personnel on the project site where approved by the Engineer and the Owner.

C. Restoration

1. At the completion of the Work, the surfaces of land used for access roads and parking areas shall be restored by the Contractor to its original condition and to the satisfaction of the Engineer.

D. Traffic Regulations

1. Contractor shall obey all traffic laws and comply with all the requirements, rules and regulations of the Kentucky Transportation Cabinet, LFUCG, and other local authorities having jurisdiction to maintain adequate warning signs, lights, barriers, etc., for the protection of traffic on public roadways.

E. Storage of Equipment and Materials

1. Contractor shall store his equipment and materials at the job site in accordance with the requirements of the Contract Documents, and as hereinafter specified. All equipment and materials shall be stored in accordance with manufacturer's recommendations and as directed by the Owner or Engineer, and in conformity to applicable statutes, ordinances, regulations and rulings of the public authority having jurisdiction.