CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

Natural Gas Service

NOVELIS ECONOMIC DEVELOPMENT INFRASTRUCTURE PROJECT

for

City of Guthrie, Kentucky

December 2018

Prepared by:

HUSSEY GAY BELL

- Established 1958 -



12-18-18

CONTRACT DOCUMENTS GUIDE FOR KCDBG FUNDED CONSTRUCTION PROJECTS

February 2017

CONTRACT DOCUMENTS GUIDE*

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^{*}The contract document must include all the items contained in the bid package as well as an executed contract, bid proposal, executed contractor certifications and executed bond and insurance forms.

I. General Information

Description of Project

Construction of two regulation and metering facilities, the extension of 4-inch and 6-inch natural gas line and appurtenances to provide natural gas service for the Novelis Economic Development Infrastructure Project.

Location (Recipient)

City of Guthrie 110 Kendall Street Guthrie, Kentucky 42234

List of Contracts

Novelis Natural Gas Extension

Grant No.

18-003

Name and Address of Consultant, or if Prepared by Recipient Staff, the Name of the Office to be Contacted for Information Pertaining to the Project

Robert D. Stigall, P.E. Hussey Gay Bell – Nashville, LLC 4117 Hillsboro Pike, Suite 206 Nashville, Tennessee 37215-2728 (615) 460-7515 rstigall@husseygaybell.com

General Information 3

I. Advertisement for Bids

Project No.<u>0738</u>
<u>City of Guthrie (</u>Owner)

Separate sealed bids for <u>City of Guthrie</u> for <u>Novelis Natural Gas Extension</u> will be received by <u>the City of Guthrie</u> at the office of <u>Guthrie City Hall;</u> 110 Kendall Street; Guthrie, Kentucky 42234 until <u>2:00</u> o'clock P.M. Friday February 1, 2019 (local time), and then at said office publicly opened and read aloud.

The Information for Bidders, Form of Bid, Form of Contract, Plans, Specifications and Forms of Bid Bond, Performance and Payment Bond, and other contract documents may be examined at the following:

Guthrie City Hall; 110 Kendall Street; Guthrie, Kentucky 42234
Hussey Gay Bell – Nashville, LLC; 4117 Hillsboro Pike, Suite 206; Nashville, Tennessee 37215
Builders Exchange of Kentucky, 2300 Meadow Drive, Louisville, Kentucky 40218
Builders Exchange of Tennessee, 2322 Winford Avenue, Nashville, Tennessee 37211

Plans must be ordered by visiting www.mcgheeengineering.com and clicking "Bid Opportunities". Plans will be sold with an option of Digital only OR Printed Set w/ Digital copy. Bids will be accepted only from registered contractors holding approved bid forms provided by the Issuing Office. Plan holders may be viewed at www.mcgheeengineering.com.

The owner reserves the right to waive any informalities or to reject any or all bids. Each bidder must deposit his bid security in the amount, form and subject to the conditions provided in the Information for Bidders.

Each bid must be submitted on the prescribed form and accompanied by Certification of Bidder Regarding Equal Employment Opportunity, Form 950.1; Certification of Bidder (Contractor) Concerning Labor Standards and Prevailing Wage Requirements, Form 1421; Certification of Bidder Regarding Section 3 and Segregated Facilities; and Contractor Certification Regarding Debarment, Suspension and Other Responsibilities. All blank spaces for bid prices must be filled in, by ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and Davis/Bacon Act prevailing minimum wages to be paid under contract, Section 3, Segregated Facility, Section 109, and E.O 11246 and Title VI. Minority bidders are encouraged to bid. Owner reserves the right to waive any informalities or to reject any or all bids.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

January 2019. (Date)

III. Information for Bidders

1. Receipt and Opening of Bids:

The City of Guthrie (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of Guthrie City Hall until 2:00 o'clock p.m. (local time) Friday February 1, 2019, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed and addressed to City of Guthrie at Guthrie City Hall; 110 Kendall Street; Guthrie, Kentucky 42234 and designated as bid for Novelis Natural Gas Extension.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the date of the opening thereof.

2. Preparation of Bid: Each bid must be submitted on the prescribed form and accompanied by Certification of Bidder Regarding Equal Employment Opportunity, Form 950.1; Certification of Bidder (Contractor) Concerning Labor Standards and Prevailing Wage Requirements, Form 1421; Certification of Bidder Regarding Section 3 and Segregated Facilities: and Contractor Eligibility Certification Regarding Debarment, Suspension and Other Responsibilities. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

- 3. <u>Subcontracts:</u> The bidder is specifically advised that any person, for, or other party to whom it is proposed to award a subcontract under this contract:
 - a. Must be acceptable to the Owner and have current eligibility status for federal programs; and
 - b. Must submit Form 950.2, Certification by Proposed Subcontractor Regarding Equal Employment Opportunity, Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities, and Subcontractor Eligibility Certification Regarding Debarment, Suspension and Other Responsibilities. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certifications by proposed subcontractors to his/her bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

- 4. <u>Electronic/Facsimile Modification:</u> Any bidder may modify his/her bid by electronic or facsimile communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the electronic/facsimile modification over the signature of the bidder was mailed prior to the closing time. The communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is received within two days from the closing time, no consideration will be given to the electronic/facsimile modification.
- 5. Method of Bidding: The Owner invites the following bid(s):

Unit Price Bids

- 6. Qualifications of Bidder: The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- 7. <u>Bid Security</u>: Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the Bid Bond Form attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.
- 8. <u>Liquidated Damages for Failure to Enter into Contract:</u> The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within 10 days after s/he has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
- 9. <u>Time of Completion and Liquidated Damages:</u> Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete- the project within 180 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.
- 10. <u>Conditions of Work:</u> Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

- 11. <u>Addenda and Interpretations:</u> No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.
 - Every request for such interpretation should be in writing addressed to Hussey Gay Bell Nashville, LLC at 4117 Hillsboro Pike, Suite 206; Nashville, Tennessee 37215-2728 and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.
- 12. <u>Security for Faithful Performance:</u> Simultaneously with his/her delivery of the executed contract, the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.
- 13. <u>Power of Attorney:</u> Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- 14. <u>Notice of Special Conditions:</u> Attention is particularly called to those parts of the contract documents and specifications which deal with the following:
 - a. Inspection and testing of materials.
 - b. Insurance requirements.
 - c. Wage rates.
 - d. Stated allowances.
- 15. <u>Laws and Regulations</u>: The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written in full.
- 16. Method of Award Lowest Qualified Bidder: If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds. If all bids exceed funds available to finance the contract once all deductive alternatives have been applied, the owner may enter into negotiations with the three (3) lowest bidders. The only factor subject to negotiation, however, is price.
- 17. Obligation of Bidder: At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the

plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.

- 18. <u>Safety Standards and Accident Prevention</u>: With respect to all work performed under this contract, the contractor shall:
 - a. Comply with the safety standards provisions of applicable Laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No.75, Saturday, April 17, 1971.
 - b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
 - c. Maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

IV. Bid Bond Form

KNOW ALL MEN BY THESE PRESENT, t	
as Surety, are hereby held and firmly boun sum of	d unto the City of Guthrie as owner in the penal for the payment of which, well and truly to be ourselves, our heirs, executors, administrators,
	uch that whereas the Principal has submitted ed hereto and hereby made a part hereof to elis Natural Gas Extension project.
in the Form of Contract attached I said Bid) and shall furnish a bond f for the payment of all persons	ne alternate; or ne Principal shall execute and deliver a contract nereto (properly completed in accordance with for his faithful performance of said contract, and performing labor or furnishing materials in Il other respects perform the agreement created
being expressly understood and agreed that	ise the same shall remain in force and effect; it at the liability of the Surety for any and all claims enal amount of this obligation as herein stated.
Surety, and its bond shall be in no way im	pulates and agrees that the obligations of said paired or affected by any extension of the time Bid; and said Surety does hereby waive notice
seals, and such of them as are corporations	d the Surety have hereunto set their hands and s have caused their corporate seals to be hereto y their proper officers, the day and year first set
	Principal
	Surety
SEAI By:	

Bid Bond Form 9

V. Bid for Unit Price Contracts

	Place Guthrie City Hall
	Date
	Project No
Proposal of (hereinafter organized and existing under the laws of state of _ individual doing business as to the <u>City of Guthrie</u> (hereinafter called "Owner")	called "Bidder")* a corporation * a partnership, or an
Gentlemen:	
The Bidder, in compliance with your invitation fo Natural Gas Extension project.	r bids for the construction of Novelis
Having examined the plans and specifications with proposed work, and being familiar with all of the confidence of the proposal project including the availability of the furnish all labor, materials, and supplies, and to contract documents, within the time set forth the These prices are to cover all expenses incurred in proposal is a part	onditions surrounding the construction materials and labor, hereby processes onstruct the project in accordance with nerein, and at the prices stated below. Derforming the work required under the
Bidder hereby agrees to commence work under the specified in written "Notice to Proceed" of the Own within 200 consecutive calendar day thereafter as a further agrees to pay as liquidated damages, the calendar day thereafter as hereinafter provided in Page 1997.	ner and to fully complete the project stipulated in the specifications. Bidder sum of \$200 for each consecutive
Bidder acknowledges receipt of the following adde or individual as applicable):	endum (insert corporation, partnership

Bidder agrees to perform all the <u>construction</u> work described in the specifications and shown on the plans, for the following unit prices:

	escription & Unit	Estimated	Extended	D
Ο.	Price in Words	Quantity	Unit Price	Bid Amount
	Regulation and Metering Facility #1			
	Dollars			
	Cents			
	Per lump sum	1LS	\$	\$
	Regulation and Metering Facility #2			
	Dollars			
	Cents	110	¢	¢
	Per lump sum	1 LS	\$	\$
	4-inch steel gas line, open cut for			
	Dollars			
	Per linear foot	1,300 LF	\$	\$
	r er illrear 100t	1,300 LI	Ψ	Φ
	4-inch steel gas line, horizontal bored			
	under paved for Dollars			
	Cents			
	Per linear foot	50 LF	\$	\$
	4-inch steel valve for			
	Dollars			
	Cents Per each	1 EA	\$	\$
			*	*
	6-inch steel gas line, open cut for			
	Dollars			
	Cents Per linear foot	11,300 LF	\$	\$
		11,300 LI	Φ	Φ
	6-inch steel gas line, horizontal bored			
	under paved for Dollars			
	Cents			
	Per linear foot	500 LF	\$	\$
	6-inch steel valve for			
	Dollars			
	Cents Per each	3 EA	\$	\$
		JLA	Ψ	Ψ

ItemDo	escription & Unit Price in Words	Estimated Quantity	Extended Unit Price	Bid Amount
9.	Gravel driveway replacement for Dollars			
	Per linear foot	500 LF	\$	\$
10.	10-inch casing and vent piping for CSX railroad crossing for Dollars			
	Cents Per lump sum	1LS	\$	\$
11.	Silt fencing, for Dollars Cents			
	Per square foot	3,000 SF	\$	\$
12.	Erosion control matting, for Dollars Cents			
	Per yard ³	1,000 YD ³	\$	\$
13.	Pipeline markers, for Dollars Cents			
	Per each	20 EA	\$	\$
14.	Test stations, for Dollars Cents			
	Per each	4 EA	\$	\$
15.	Pipe bedding, for Dollars Cents			
	Per ton	500 TONS	\$	\$
16.	Three anodes, two each per location, two locations Dollars			
	Cents Per lump sum	2 EA	\$	\$
17.	Insulators, for Dollars Cents			
	Per each	1 EA	\$	\$
18.	Field regulators, for Dollars Cents			
	Per each	10 EA	\$	\$

scription & Unit	Estimated		Extended		
Price in Words	Quantity		Unit Price	Bio	d Amount
Testing and purging, for Dollars Cents					
Per lump sum	1LS	\$_		\$	
Construction surveying allowance TEN THOUSAND & No/100 Dollars Per lump sum	1LS	\$	10,000.00	\$	10,000.00
Clarksville & Guthrie metering & telemetry allowance SIXTEEN THOUSAND & No /00 Dollars Per lump sum	1LS	\$	16,000.00	\$	16,000.00
TOTAL AMOUNT BID; ITEMS 1-21 INCLUSIV	Æ			\$	
unts are to be shown in both words and in words will govern.)	and figure	es.	In case of discre	pancy, t	the amount
	Testing and purging, for				

overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptan	•
contract attached within 10 days and delive	
Paragraph 29 of the General Conditions. The	e bid security attached in the sum of
(\$) is to be	come the property of the Owner in the event
the contract and bond are not executed with	hin the time above set forth, as liquidated
damages for the delay and additional expense	e to the Owner caused thereby.
F	Respectfully submitted:
Ву: _	
	(Title)
(SEAL – if bid is by a corporation)	
_	(Business Address and Zip Code)
	(Basilisss / taaless and Zip Gode)

VI. Bid for Lump Sum Contracts (N/A)

VII. Certification of Bidder Regarding Equal Employment Opportunity

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Instructions

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The Implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

For contracts over \$10,000, the Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract. Gender identity and Sexual Orientation have the meanings given by the Department of Labor's Office of Federal Contract Compliance Programs, and are found at www.dol.gov/ofccp/LGBT/LGBT_Faq's.html.

Certification by Bidder

Name and Address of Bidder (include zip code)

1.	Bidder has participated in a previous co Opportunity Clause.	ntract or subcontract subject to the Equal		
	Yes No			
2.	All required compliance reports were file subcontract.	ed in connection with such contract or		
	Yes No			
3.	Bidder has filed all compliance reports of Monthly Employment Utilization Report	due under applicable instructions, including (257)		
	Yes	lo None Required		
4.	Have you ever been or are you being confidence of the Executive Order 11246, as amended? Yes No			
5.	5. Bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.			
Name and Title of Signer (please type)				
Sig	gnature	Date		

VIII. Certification of Bidder Regarding Section 3

Name o	f Prime Contractor	
Project	Name	
Project	Number	
The unc	lersigned hereby certifies that:	
a)	Section 3 provisions are included	in the Contract.
b)	If bid exceeds \$100,000, a Contra submitted as part of the bid proced	ctor Section 3 Plan was prepared and edings.
Name a	nd Title of Signer (print or type)	
Signatu	re	Date

IX. Contractor Section 3 Plan (If bid exceeds \$100,000)

(Name of Contractor)	_ agrees to implement the following spe	ecific affirmative action
steps directed at increasing t	he utilization of lower income residents	and businesses within
the Town/City/County of		

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the Section 3 Plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower-income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 plan including utilization goals and the specific steps planned to accomplish these goals. *
- E. To insure that subcontract which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.*
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- J. To list on Table A, information related to subcontracts to be awarded.
- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

-

^{*}Loans, grants, contracts and subsidies for \$100,000 or less are exempt.

As officers and representatives of				
· —	(Name of Contractor)			
We the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.				
Signature	-			
Title	Date			
Oi maratama	-			
Signature				
Title	Date			

TABLE A

Proposed subcontracts breakdown for the period covering	_through	
(Duration of the CDBG-Assisted Project)		

Column 1	Column 2	Column 3	Column 4	Column 5
TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMT.	ESTIMATED NO. OF CONTRACTS TO SECTION 3 BUSINESSES*	ESTIMATE DOLLAR AMT. TO SECTION 3 BUSINESSES

^{*} A Section 3 business is: one that is owned by Section 3 residents (low and very low income residents of the project area, public housing residents or persons with disabilities); one that employs Section 3 residents; or one that subcontracts to businesses that provide opportunities for low and very low income residents.

The Project Area is coextensive with	's boundaries.	
Company		
Project Name	Project Number	
EEO Officer-Signature	 Date	

TABLE BEstimated Project Workforce Breakdown

Column 1	Column 2	Column 3	Column 4	Column 5
JOB CATEGORY	TOTAL ESTIMATED POSITIONS	NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS*
OFFICERS SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES RENTAL/MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				
TRADE:				
JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NO.				
TRAINEES				
OTHERS				
TRADE:				
JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NO.				
TRAINEES				
OTHERS				
TRADE:				
JOURNEYMEN				
HELPERS				

APPRENTICES		
MAXIMUM NO. TRAINEES		
OTHERS		

OTTILING				J	
* Section 3 residents include low and very low income persons who live in the project area, public housing residents and persons with disabilities.					
Company					
Project Name		Project	Number		
EEO Officer-Signature			Date		

X. Certification by Proposed Subcontractor Regarding Equal Employment Opportunity

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY Name of Prime Contractor Project Number

Instructions

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The Implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

For subcontracts over \$10,000, the Subcontractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. The Subcontractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract. The Subcontractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

Gender identity and Sexual Orientation have the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and are found at www.dol.gov/ofccp/LGBT/LGBT Faq's.html.

Subcontractor's Certification			
Name and Address of Subcontractor (include zip code)			
Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes No No			
All required compliance reports were filed in connection with such contract or subcontract. Yes No Yes No			
Subcontractor has filed all compliance reports due under applicable instructions, including Monthly Employment Utilization Report (257) Yes No None Required			
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? Yes No			
 Bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. 			
Name and Title of Signer (please type)			
Signature Date			

XI. Certification of Proposed Subcontractor Regarding Section 3

Name of	f Subcontractor	
Project N	Name	
Project N	Number	
The und	lersigned hereby certifies that:	
(a)	Section 3 provisions are inclu	ided in the Contract.
(b)	If bid exceeds \$100,000, a w submitted as part of the bid p	ritten Section 3 plan was prepared and proceedings.
Name &	Title of Signer (print or type)	
Signatur	re	Date

XII. Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

TO (Appropriate Recipient):	DATE	
C/O	PROJECT NUMBER (if any)	
	PROJECT NAME	

- 1. The undersigned, having executed a contract with ______ for the construction of the above identified project, acknowledges that:
 - (a) The Labor Standards provisions are included in the aforesaid contract;
 - (b) Prevailing wage requirements are followed, including paying the applicable Federal wage rate by labor classification.
 - (c) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.
- 2. He certifies that:
 - (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor., Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S. C. 276a-2(a)).
 - (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designed as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
- 3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.
- 4. He certifies that:
 - (a) The legal name and the business address of the undersigned are:

	The undersigned is:		
(1)	A SINGLE PROPRIETORSHIP	(3) A CORPOR	RATION ORGANIZED E OF:
(2)	A PARTNERSHIP	(4) OTHER OF (Describe)	RGANIZATION
	The name, title and address of th undersigned are:	e owner, partners, o	or officers of the
	NAME	TITLE	ADDRESS
	corporate, having a substantial in of the interest are (if none, so sta		signed, and the nature NATURE OF INTENT
	The names, addresses and trade construction contractors in which none, so state):		
	NAME	ADDRESS	TRADE CLASSIFICATION
٠.			

WARNING

(Contractor)

By: _____

U.S. Criminal Code, Section 1010, Title 18, U.S. C., provides in part: "Whoever makes, passes, utters, or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

General Decision Number: KY190061 01/04/2019 KY61

Superseded General Decision Number: KY20180140

State: Kentucky

Construction Type: Heavy

Counties: Breckinridge, Caldwell, Carlisle, Crittenden, Fulton, Grayson, Hickman, Hopkins, Livingston, Muhlenberg, Ohio

and Todd Counties in Kentucky.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number

Publication Date 01/04/2019

^{*} ENGI0181-009 07/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	\$ 32.88	15.75
GROUP 2	\$ 31.68	15.75
GROUP 3	\$ 28.41	15.75
GROUP 4	\$ 27.50	15.75

OPERATING ENGINEER CLASSIFICATIONS

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

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

GROUP 3 - Articulating Truck Operator

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

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

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

			-
IRON0782-010 05/01/2018			
	Rates	Fringes	
IRONWORKER (Reinforcing & Structural)			
Projects over			
\$20,000,000.00	\$ 28.79	24.17	
Projects under \$20,000,000.00	\$ 27.20	22.75	
\$20,000,000.00	27.20 		
* LAB00189-001 07/01/2018			
	Rates	Fringes	
LABORER			
Concrete Saw (Hand		44.54	
Held/Walk Behind)	\$ 23.32	14.21	
* LABO0561-003 07/01/2018			
	Rates	Fringes	
LABORER			
Form Worker	\$ 22.71	15.00	
* LAB01214-001 07/01/2018	3035000000000000		
	Rates	Fringes	
LABORER			
Backfiller, Carpenter	d.		
Tender, Common or Gener			
Concrete Worker, Dumpma Fence Erection		14.21	
Pipelayer & Tamper (Han	d		
Held/Walk Behind)	\$ 23.32	14.21	
* UAVG-KY-0001 01/01/2018			
	Rates	Fringes	
LABORER: Grade Checker	\$ 23.68	12.75	
SUKY2011-017 06/25/2014			1

Rates

Fringes

CEMENT MAS	SON/CONCRETE FINISHER\$	20.96	10.53
ELECTRICIA	AN\$	32.35	2.18
LABORER:	Flagger\$	18.31	8.89
OPERATOR:	Boring Machine\$	25.35	13.00

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

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

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

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

Union Rate Identifiers

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

2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination* a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
 - a wage determination matter a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

CONTRACTOR ELIGIBILITY CERTIFICATION REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY (Primary Transactions)

(1)	I hereby certify, to the best of my knowledge and belief, that I and my principals:	
	(a)	Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
	(b)	Have not within a three-year period preceding this certification been convicted of or had a civil judgement rendered for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
	(c)	Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
	(d)	Have not within a three-year period preceding this certification had one or more public transactions (Federal, State, or local) terminated for cause or default.
(2) I am unable to certify to any of the statements in this certification explanation is hereby attached.		unable to certify to any of the statements in this certification and an anation is hereby attached.
Typed or Pri	inted Na	ame of Principal
Title, Role o	r Capad	zity
Signature of	Princip	pal
Date		

XIII. Contract Form

THIS AGREEMENT, made thisday of, 20, by and between the City of Guthrie, Kentucky, Herein called "Owner," herein through its Engineer, McGhee Engineering, Inc., and			
STRIKE OUT (a corporation) (a partnership) INAPPLICABLE (an individual doing business as TERMS			
of, County of, and State of hereinafter called "Contractor"			
WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction as described as follows:			
Novalis Natural Gas Extension			
hereinafter called the project, for the sum of Dollars (\$) and all extra work in connection therewith, under the terms as stated in the General and Specia Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions Supplemental General Conditions and Special Conditions of the Contract, the plans, which include all maps, plats, blue prints and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Hussey Gay Bell — Nashville, LLC, herein entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.			

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 180 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$200 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

Contract Form 30

(Seal) ATTEST	
	Scott Marshall, Mayor
B (Secretary)	у
(Occidialy)	
(Witness)	(Title)
(Seal)	
	(Contractor)
B	V
(Secretary)	
(Witness)	(Title)
	(Address and Zip Code)

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.

Contract Form 31

XIV. Bonding Requirements

Construction project bids estimated to exceed \$25,000 must include bidder security. An acceptable form of bidder security is a bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

Construction contracts or subcontracts exceeding \$25,000 must include:

- (a) A performance bond on the part of the contractor for 100 percent of the contract price as it may be increased. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (b) A payment bond on part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XV. Certificate of Owner's Attorney

I, the undersigned,	, the duly authorized and acting legal
representative of the City of Guthrie,	do hereby certify as follows:
thereof, and I am of the opinion the executed by the proper parties representatives; that said representatives agreements on behalf of the respective.	act(s) and surety bonds and the manner of execution at each of the aforesaid agreements has been duly thereto acting through their duly authorized atives have full power and authority to execute said ctive parties named thereon; and that the foregoing ally binding obligations upon the parties executing the ditions and provisions thereof.
	Signature
	Date

XVI. General Conditions Table of Contents

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XVII. General Conditions Including Federal Labor Standards Provisions

1. Contract and Contractor Documents

The project to be constructed and pursuant to this Contract will be financed with assistance from the Kentucky Community Development Block Grant Program and is subject to all applicable Federal laws and regulations.

The plans, specifications and addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions on page 30, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents is solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

2. Definitions

The following terms as used in this contract are respectively defined as follows:

- (a) "Contractor": A person, firm or corporation with whom the contract is made by the Owner.
- (b) "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- (c) "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Prime Contractor and any Subcontractor.

3. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of show drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each

such schedule to be subjected to change from time to time in accordance with the progress of the work.

4. Shop or Setting Drawings

The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with two corrected copies. If requested by the Architect/Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

5. Materials, Services and Facilities

- (d) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- (e) Any work necessary to be performed after regular working hours, on Sunday or Legal Holidays, shall be performed without additional expense to the Owner.

6. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances

7. Inspection and Testing of Materials

(a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the Subcontract. (b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

8. "Or Equal" Clause

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any materials, article or equipment of other manufacturers and vendors which will perform adequately to the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

9. Copyrights and Patents

- (a) The Contractor shall hold and save the Owner and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
- (b) License or Royalty Fees: License and/or royalty fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.
- (c) If the contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. If is mutually agreed and understood, that without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any say involved in the work. The Contactor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.
- (d) Any copyrightable work resulting from this Agreement is available to the author for such, but the City and the Department of Local Government reserve the option for unlimited use and license to such work. Any discovery or invention shall be reported promptly to the City and the Department of Local Government for the determination as to whether

patent protection should be sought and how the rights of any patent shall be disposed of and administered in order to protect the public interest.

10. Surveys, Permits and Regulations

Unless otherwise expressly provided for in the specifications, the Owner will furnish the Contractor all surveys necessary for the execution of the work.

The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of this Subcontract.

The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work, the protection of adjacent property and the maintenance of passageways, guard fences or other protective facilities.

11. Contractor's Obligations

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said specifications and in accordance with the plans and drawings covered by this Contract any and all supplemental plans and drawings, and in accordance with the directions of the Contractor and/or Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and specifications, and shall do, carry on and complete the entire work to the satisfaction of the Contractor, Architect/Engineer and the Owner.

12. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the Contractor will, and will cause his Subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. Protection of Work and Property – Emergency

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or

make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the Owner, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval.

Where the Contractor has not taken action but has notified the Architect/Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

14. Inspection

The authorized representatives and agents of the Department of Local Government and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, and records of personnel, invoices of materials and other relevant data and records.

15. Reports, Records and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract.

16. Superintendence by Contractor

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

17. Changes in Work

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of

- 1. Labor, including foremen.
- 2. Materials entering permanently into the work.
- 3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work.
- 4. Power and consumable supplies for the operation of power equipment.
- 5. Insurance.
- 6. Social Security and old age and unemployment contributions.

18. Extras

Without invalidating the Contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Architect/Engineer, acting officially for the Owner, and the price is stated in such order.

19. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commended on a data to be specified in the "Notice to Proceed".

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contractor for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government.
- (b) To unforeseeable cause beyond the control and without fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather.
- (c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

<u>Provided</u>, <u>further</u>, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain in the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

20. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

21. Subsurface Conditions Found Different

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications he will at once make such changes in the plans and/or specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.

22. Claims for Extra Cost

No claim for extra work or associated cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

23. Right of Owner to Terminate Contract

In the event that any of the provisions of this Contract are violated by the Contractor. or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

The Owner may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the Contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If the Contract is terminated due to the fault of the Contractor, the above paragraph relative to termination shall apply.

24. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the

basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

25. Payments to the Contractor

- (a) Not later than the 15th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to insure the proper performance of this Contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this Contract; provided, that the Contractor shall submit his estimate not later than the 1st day of the month; provided, further, that on completion and acceptance of each separate building, public work, or other division of the Contract, on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
- (b) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- (c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.
- (d) Owner's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety .In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the Contract by the Owner to the Contractor and the Owner

shall not be liable to the Contractor for any such payments made in good faith.

26. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under this Contract or the performance and payment bond.

27. Payments by Contractor

The Contractor shall pay (a) for all transportation and utility services not later than the 15th day of the calendar month following that in which services are rendered, (b) for all materials, tools and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 15th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 15th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used, and (c) to each of his Subcontractors, not later than the 15th day following each payment to the Contractor, the respective amount allowed the Contractor on account of the work performed by his Subcontractors to the extent of each Subcontractor's interest therein.

28. Insurance

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on this subcontract until the insurance required of the Subcontractor has been so obtained and approved.

(a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this Contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

- (b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and maintain during the life of this Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in Supplemental General Conditions.
- (c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his Subcontractors to procure and to maintain during the life of his subcontract Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplemental General Conditions specified in subparagraph (B) hereof, or (2) insure the activities of his policy, specified in subparagraph (b) hereof.
- (d) Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in the Supplemental General Conditions.
- (e) Builder's Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by the Owner, the Owner or Contractor (at the Owner's option as indicated in the Supplemental General Conditions. Form HUD-4238-N) is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, and Subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance, however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the Contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.
- (f) Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

29. Contract Security

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this Contract and also a payment bond in an amount not less than one hundred

percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

30. Additional or Substitute Bond

If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety or Sureties, then upon the performance or payment bonds, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

31. Assignments

The Contractor shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the corporations of services rendered or materials supplied for the performance of the work called for in this contract.

32. Mutual Responsibility of Contracts

If, through acts of neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. Separate Contracts

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his Subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress of defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

34. Subcontracting

The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors.

The Contractor shall not award any work to any Subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor, which statement shall contain such information as the Owner may require.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

35. Architect/Engineer's Authority

The Architect/Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract and specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the Owner shall be adjusted and determined by the Architect/Engineer.

36. Stated Allowances

The Contractor shall include in his proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the Allowed Materials as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the contract price shall be adjusted

accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

37. Use of Premises and Removal of Debris

The Contractor expressly undertakes at his own expense:

- (a) To take every precaution against injuries to persons or damage to property.
- (b) To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors.
- (c) To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- (d) To clean up frequently all refuse, rubbish, scrap materials and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
- (e) Before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.
- (f) To affect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the work of any other Contractor.

38. Quantities of Estimate

Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

39. Lands and Rights-of-Way

Prior to the start of construction, the Owner shall obtain lands and rights-of-way necessary for the carrying out and completion of work to be performed under this Contract. All acquisitions of real property including temporary and permanent easements must follow the Uniform Relocation Act requirements.

40. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an

acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

41. Conflicting Conditions

Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

42. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address or delivered in person to the said Contractor or his authorized representative on the work.

43. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

44. Protection of Lives and Health

"The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No.75, Saturday, April 17, 1971. Title 29 - Labor shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Contracting Authority may determine to be reasonably necessary."

45. Subcontracts

"The Contractor will insert in any subcontracts the Federal Labor Standards Provision contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made."

46. Conflict of Interest

No person who is an employee, agent, consultant, officer or elected or appointed official of recipient or subrecipient who exercises or has exercised any functions or responsibilities with respect to KCDBG activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a financial interest or benefit from a KCDBG activity, have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect to a CDBG activity or its proceeds, for themselves or those with whom they have family or business ties. The prohibition applies during their tenure and for one year thereafter.

47. Interest of Member of or Delegate to Congress

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

48. Other Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to the project.

49. Use and Occupancy Prior to Acceptance by Owner

The Contractor agrees to use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

Secures written consent of the Contractor except in the event, in the opinion
of the Architect/Engineer, the Contractor is chargeable with unwarranted delay
in final cleanup of punch list items or other Contract requirements. Secures
endorsement from the insurance carrier and consent of the surety permitting
occupancy of the building or use of the project during the remaining period of
construction.

Or

 When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of Surety must also be obtained.

50. Photographs of the Project

If required by the Owner, the Contractor shall furnish photographs of the project, in the quantities and as described in the Supplemental General Conditions.

51. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

52. Access to Records

The Contractor shall maintain accounts and project records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City/County to assure proper accounting for all project funds, both CDBG and non-CDBG shares. These records will be made available to the City, the Department of Local Government, Commonwealth of Kentucky Finance & Administration Cabinet, Commonwealth of Kentucky Auditor of Public Audits, Commonwealth of Kentucky Legislative Research Commission, U.S. Department of Housing and Urban Development, the U. S. Department of Labor, and the Comptroller General of the United States, or any of their duly authorized representatives. These parties shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the project, for the purpose of making audit, examination, excerpts, and transcriptions. All records shall be maintained for five years after project closeout.

53. Federal Labor Standards Provisions (HUD-4010, 2-84)

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 29 CFR 5.5(a)(1)(iv); 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 29 CFR Part 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 29 CFR Part 5.5(a)(1)(ii) 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 easily be seen by the workers.

- (ii) (a) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - 1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - 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 HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of the paragraph, 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- 2. Withholding. HUD or its designee 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 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee 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 quarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project). 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)(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 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 the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under 0MB Control Numbers 1215-0140 and 1215-0017.)

- (ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under 0MB Control Number 1215-0149.)
 - (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 maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;
 - 2. That each laborer or mechanic (including each helper 1 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 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 and 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 HUD or its designee 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, HUD or its designee 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 20 CFR Part 5.12.
- 4. (i) Apprentices and Trainees. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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 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 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 will insert in any subcontracts the clause contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be 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 Part 5.5.

- 7. Contract Termination; Debarment. A breach of contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR Part 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 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 HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.
- 10. (i) Certification of Eligibility By entering into this contract, the contractor certified 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
 - (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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
 - (iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C.1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions," provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration ...makes, utters, or publishes any statement, knowing the same to be false ...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
- 11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under Contract to his employer.
- B. Contract Work Hours and Safety Standards Act (over \$100,000). 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 subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph.
- (3) Withholding For Unpaid Wages and Liquidated Damages. HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

54. Anti-Kickback Act

Attachment to Federal Labor Standards Provisions, So-Called "Anti-Kickback Act" and Regulations Promulgated Pursuant Thereto by the Secretary of Labor. United States Department of Labor. Title 18, U.S.C., Section 874 (HUD-4010, 2-76) (Replaces section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C., Section 276B) pursuant to the Act of June 25, 1948, 62 Stat. 862).

Kickbacks from Public Works Employees

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

Section 2 of the Act of June 13, 1934, as amended (48 Stat. 948, 62 Stat. 862,63 Stat. 108, Stat. 967, 40 U.S.C., section 276c).

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part", as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows.

Title 29 – Labor; Subtitle A – Office of the Secretary of Labor, Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by loans or grants from the United States.

Section 3.1 – Purpose and scope

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or

buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally- assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No.14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 – Definitions.

As used in the regulations in this part:

- (a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.
- (b) The terms "construction", "completion," or "repair' mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.
- (c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.
- (d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

- (e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of contractual relationship alleged to exist between him and the real employer.
- (f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.
- (g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies and instrumentalities.

Section 3.3 – Weekly statement with respect to payment of wages

- (a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
- (b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages and shall be on form WH 348, "Statement of Compliance," or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.
- (c) The requirements of this section shall not apply to any contract of \$2,000 or less.
- (d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4 1964, as amended at 33 FR 10186, July 17, 1968)

Section 3.4 – Submission of weekly statements and the preservation and inspection of weekly payroll records.

- (a) Each weekly statement required under SS 3.3 shall be delivered by the contractor or subcontractor within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.
- (b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 – Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor.

- (a) Any deduction made in compliance with the requirements of Federal, State or local law, such as Federal or State withholding income taxes and Federal social security taxes.
- (b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages'. is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
- (c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.
- (d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing. or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or

- subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.
- (e) Any deduction contribution toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
- (f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
- (g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
- (h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
- (i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
- (j) Any deduction not more than for the "reasonable cost' of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 431 of this title. When such a deduction is made the additional records required under SS 516.27(a) of this title shall be kept.

Section 3.6 – Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under SS 3.5. The Secretary may grant permissions whenever he finds that:

- (a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
- (b) The deduction is not otherwise prohibited by law;
- (c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work to be done, and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
- (d) The deduction serves the convenience and interest of the employee.

Section 3.7 – Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under SS 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

- (b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of SS 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 – Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of SS 3.6; and shall notify the applicant in writing of his decision.

Section 3.9 – Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under SS 3.6 are prohibited.

Section 3.10 – Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand. or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 – Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see SS 5.5(a) of this subtitle.

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XVIII. Supplemental General Conditions Including Equal Opportunity Provisions

- 1. Enumeration of Plans, Specifications and Addenda
- 2. Stated Allowances
- 3. Special Hazards
- 4. Contractor's and Subcontractor's Public Liability, Vehicle Liability and Property Damage Insurance
- 5. Photographs of Project
- 6. Schedule of Occupational Classifications and Minimum Hourly Wage Rates
- 7. Builder's Risk Insurance
- 8. Special Equal Opportunity Provisions
- 9. Certification of Compliance with Air and Water Acts
- 10. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention
- 11. Energy Efficiency
- 12. Access to Records
- 13. Wage Rate Determination(s)
- 14. Contract Work Hours and Safety Standards Act

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1. Enumeration of Plans, Specifications and Addenda

DRAWINGS

2.

Following are the Plans, Specifications and Addenda which form a part of this Contract, as set forth in paragraph 1 of the General Conditions, "Contract and Contract Documents":

General Construct	ion:		Nos	
Heating and Venti	lating:		Nos	
Plumbing:			Nos	
Electrical:			Nos	
			Nos	
			Nos	
SPECIFICATIONS	S:			
General Construct	ion:	Page_	to	, inclusive
Heating and Venti	lating:	Page_	to	, inclusive
Plumbing:		Page_	to	, inclusive
Electrical:		Page_	to	, inclusive
		Page_	to	, inclusive
		Page_	to	, inclusive
ADDENDA:				
No	Date	No		_ Date
No	Date	No		_ Date
Stated Allowances				
Pursuant to Paragraph 36 of the General Conditions, the Contractor shall include the following cash allowances in his proposal				
(a) For	(Page	_ of Specification	ons) \$	
(b) For	(Page	of Specification	ons) \$	

(c) For	(Page	of Specifications)	\$
(d) For	(Page	of Specifications)	\$
(e) For	(Page	of Specifications)	\$
(f) For	(Page	of Specifications)	\$

3. Special Hazards

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

4. Contractor's and Subcontractor's Public Liability, Vehicle Liability and

Property Damage Insurance

As required under paragraph 28 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Insurance shall be in an amount not less than \$500,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$2,000,000.

The Contractor shall either (1) require each of his Subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his Subcontractors in his own policy.

5. Photographs of Project

As provided in paragraph 50 of General Conditions, the Contractor will furnish photographs in the number, type and stage as enumerated below:

6. Schedule of Occupational Classifications and Minimum Hourly Wage Rate as required under paragraph 53 of the General Conditions.

Given on pages immediately following the Supplemental General Conditions.

7. Builder's Risk Insurance

As provided in the General Conditions, paragraph 28(e), the Contractor will not* maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent

completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor and all Subcontractors, as their interests may appear.

8. Special Equal Opportunity Provisions

A. 3-Paragraph Equal Opportunity Clause for Activities and Contracts Not subject to Executive Order 11246, as Amended (applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

During the performance of this Contract, the Contractor agrees as follows:

- 1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or sex or national origin.
- 3. Contractors shall incorporate forgoing requirements in all subcontracts.
- B. Executive Order 11246 (contracts/subcontracts above \$10,000)
 - 1. Section 202 Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

^{*} Strike out one.

- b. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

- 2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) (applicable to contract/subcontracts exceeding \$10,000)
 - a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the ""Affirmative Action Compliance Requirements for Construction clause", set forth herein.
 - b. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Goals for Female Participation Participation

12.0 6.9

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. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1)its implementation of the Equal Opportunity Clause, (2) specific affirmative action obligations required by the clause entitled Affirmative Action Compliance Requirements for Construction, and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. 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, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days following 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 of the subcontractor; 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.
- d. As used in this notice, and in any contract resulting from this solicitation, the "covered area" is The City of Guthrie; County of Todd; Commonwealth of Kentucky.
- 3. Affirmative Action Compliance Requirements for Construction (Executive Order 11246)
 - a. As used in these specifications:
 - (1) "Covered area" means the geographical area described in solicitation from which this Contract resulted.
 - (2) "Deputy Assistant Secretary" means the Deputy Assistant Secretary for the Office of Federal Contract Compliance Program, United States Department of Labor, or a designee.
 - (3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (4) Gender Identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT Faq's.html.
 - (5) Sexual Orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_Faq's.html.
 - (6) "Minority" includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
 - (c) 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.
 - (d) 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.
- (7) 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 this clause and the Notice containing the goals for minority and female participation which is stated in the solicitations from which this Contract resulted.
- (8) If the Contractor is participating (pursuant to 41 CFR 60-4) 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) shall comply 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 the plan. Each Contractor or Subcontractor participating in an approved plan is also 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 Contractor's or Subcontractor's failure to take good faith efforts to achieve the plan's goals.
- (9) The Contractor shall implement the specific affirmative action standards provided in paragraphs 10a through p of this clause. The goals stated 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 that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractorsperforming contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.
- (10) Neither the terms and conditions 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 this clause, Executive Order 11246, as amended, or the regulations thereunder.
- (11) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, 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.
- (12) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive 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, if possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that 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 these sites or facilities.
 - (b) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - (c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community

organizations and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

- (d) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority 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 obligations.
- (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph 10b of this clause.
- (f) Disseminate the Contractor's EEO policy by-
 - (i) Providing notice of the policy to unions and to training, recruitment and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its EEO obligations;
 - (ii) Including the policy in any policy manual and collective bargaining agreements;
 - (iii) Publicizing the policy in the company newspaper, annual report, etc.;
 - (iv) Review the policy with all management personnel at least once a year; and

- (v) Posting the policy on bulletin boards accessible to all employees at each location where construction work is performed
- (g) Review, at least annually, the contractor's Equal Employment Opportunity policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination or other employment decisions. Conduct review of this policy with all onsite supervisory personnel before initiating construction work at a 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. Provide written notification to and discuss the policy with other Contractors and Subcontractors with which the Contractor does or anticipates doing business.
- (i) Direct 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 before the date for the acceptance of applications for apprenticeship or training by any recruitment source, 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 minority persons and women. 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 work force.

- (k) Validate all tests and other selection requirements required under 41 CFR Part 60-3.
- (I) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.
- (m) Ensure that seniority practices, iob classifications, work assignments and other personnel practices, do not have a discriminatory effect continually bν monitoring all personnel and employment related activities to ensure that the obligations Contractor's under these specifications are being carried out.
- (n) Ensure that all facilities and company activities are non-segregated except that separate or single-use restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.
- (o) Maintain a record of solicitations for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's Equal Employment Opportunity policy and affirmative action obligations.
- (13) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained is subparagraphs10(a) through (p) of this clause. The efforts of a contractor association, joint contractor-union, contractor- community, or similar group of which the Contractor is a member and participant, may be asserted as fulfilling one or more of its obligations under 10(a) through (p) of this clause provided that the Contractor-

- (a) Actively participates in the group;
- (b) Makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry;
- (c) Ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;
- (d) Makes a good faith effort to meet its individual goals and timetables;
- (e) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.
- (14) A single goal for minorities and a separate single goal for women shall be established. The Contractor 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 nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.).
- (15) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (16) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.
- (17) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Employment Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any failure to carry out such sanctions and penalties shall be in violation of this clause and Executive Order 11246, as amended.

- (18) The Contractor, in fulfilling its obligations under this clause, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 10 of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246 as amended, the implementing regulations or these specifications, the Deputy Assistant Director shall proceed in accordance with 41 CFR 60-4.8.
- (19) The Contractor shall designate a responsible official to-
 - (a) monitor all employment related activity to ensure that the Contractor's Equal Employment policy is being carried out;
 - (b) to submit reports as may be required by the Government and:
 - (c) Keep records that shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number, 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, separate records are not required to be maintained.
- (20) 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).
- C. Certification of Nonsegregated Facilities (over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that s/he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that s/he does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. S/he certifies further that s/he will not maintain or provide for employees any segregated facilities at any of his/her establishments, and s/he will not permit employees to perform their

services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Employment Opportunity Clause of this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms. restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin, because of habit, local custom or otherwise. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. S/he further agrees that (except where he/she has obtained identical certifications. from proposed Subcontractors for specific time periods) he/she will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certifications for specific time periods).

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D. Title VI Clause, Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 Clause, Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities (Over \$100,000)

1. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given low and very low income residents of the project area (including public housing residents and persons with disabilities) and contracts for work in connection with the project be awarded to business concerns

- which are owned by or employee low and very low income residents of the project area.
- 2. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- 3. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract of understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 4. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- 5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified in 24 CFR Part 135.
- G. Rehabilitation Act of 1973, Section 503 Handicapped (if \$10,000 or over)

Affirmative Action for Handicapped Workers

 The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

- 2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- In the event of the Contractor's non-compliance with the requirements
 of this clause, actions for non-compliance may be taken in accordance
 with the rules, regulations, and relevant orders of the Secretary of Labor
 issued pursuant to the Act.
- 4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- 5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physical and mentally handicapped individuals.
- 6. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
- H. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; 41 CFR Part 60-250 (if \$100,000 or over)
 - 1. The contractor will not discriminate against any employee or applicant for employment because he or she is a special disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a special disabled veteran or veteran of the Vietnam era in all employment practices, including the following:

- i. recruitment, advertising, and job application procedures
- ii. hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. rates of pay or any other form of compensation and changes in compensation;
- iv. job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. leaves of absence, sick leave, or any other leave;
- vi. fringe benefits available by virtue of employment, whether or not administered by the contractor
- vii. selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. activities sponsored by the contractor including social or recreational programs; and
- ix. any other term, condition, or privilege of employment.
- 2. The contractor agrees to immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local employment service office of the state employment security agency wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
- 3. Listing of employment openings with the local employment service office pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- 4. Whenever the contractor becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the state employment security agency in each state where it has establishments of the name and location of each hiring location in the state, provided that this

requirement shall not apply to state and local governmental contractors. As long as the contractor is contractually bound to these provisions and has so advised the state agency, there is no need to advise the state agency of subsequent contracts. The contractor may advise the state agency when it is no longer bound by this contract clause.

5. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

6. As used in this clause:

- i. All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
- ii. Executive and top management means any employee:
 - a) Whose primary duty consists of the management of the enterprise in which he or she is employed or of a customarily recognized department or subdivision thereof; and
 - b) who customarily and regularly directs the work of two or more other employees therein; and
 - who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; and
 - d) who customarily and regularly exercises discretionary powers; and
 - e) who does not devote more than 20 percent, or, in the case of an employee of a retail or service establishment who does not devote as much as 40 percent, of his or her hours of work in the work week to activities which are not directly and closely related to the performance of the work described in (a) through (d) of this paragraph 6. ii.; Provided, that (e) of this paragraph 6.ii. shall not apply in the case of an employee who is in sole charge of an independent establishment or a physically separated branch establishment, or who owns at least a 20-percent interest in the enterprise in which he or she is employed.

- iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established `recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- 7. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 8. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 9. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans or veterans of the Vietnam era. The contractor must ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- 10. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and is committed to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era.
- 11. The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- I. Age Discrimination Act of 1975

During the performance of this Contract, the Contractor agrees as follows: the Contractor agrees not to exclude from participation, deny program benefits, or discriminate on the basis of age.

9. Certification of Compliance with Air and Water Acts (applicable to Federally-assisted construction contracts and related subcontracts exceeding (\$100,000)

During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Contract Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all "nonexempt" Contractors and Subcontractors shall furnish to the Owner, the following:

- A. A stipulation by the Contractor or Subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such actions as the Government may direct as a means of enforcing such provisions.

10. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention

A. Lead-Based Paint Hazards (applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be

responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosives (modify as required)

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, State and Federal laws in purchasing and handling of explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timer, steel or rope mats. The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done close to such property. Any supervision or direction of use of explosives by the Engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (modify as required)

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or Contract.

11. Energy Efficiency

The Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in Compliance with the Energy Policy and Conservation Act.

12. Access to Records

The Contractor shall maintain accounts and project records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both CDBG and non-CDBG shares. These records will be made available to the City, the Department of Local Government, Commonwealth of Kentucky Finance & Administration Cabinet, Commonwealth of Kentucky Auditor of Public Audits, Commonwealth of Kentucky Legislative Research Commission, U.S. Department of Housing and Urban Development, the U. S. Department of Labor, and the Comptroller General of the United States, or any of their duly authorized representatives. These parties shall have access to any books, documents, papers and records of the Contractor, which are directly pertinent to the project, for the purpose of making audit, examination, excerpts and transcriptions. All records shall be maintained for five years after project closeout.

13. Wage Rate Determination(s)

(Appropriate wage rates are shown on the following pages)

14. Contract Work Hours and Safety Standards Act

All grantees and subgrantee's contracts must contain provisions requiring compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5) where construction contracts are awarded by grantees or subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts involving the employment of mechanics and laborers.

SECTION 1 REGULATOR & METERING FACILITY NO. 1

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SECTION 1 REGULATOR & METERING FACILITY NO. 1

1.01 STEEL PIPE

Gas main shall be new steel pipe meeting American Petroleum Institute Standard Specifications, as follows:

The Gas piping shall be seamless at the mill and shall conform to API 5L X52, shall conform to API 5L X52, shall be Schedule 80.

Steel pipe for weld joints shall have double random length, plain end, beveled for welding.

Manufacturer's notarized affidavit of conformance to the applicable specifications herein shall be provided to the Owner. If requested by the Owner, the manufacturer shall furnish check records indicating the results of physical and chemical tests as required by the applicable specifications cited above. The Owner shall be permitted to inspect pipe to be delivered to the project at the mill, railhead, coating mill, or project site at his convenience.

1.02 COATINGS FOR STEEL PIPE

The steel main-line gas piping shall be furnished with factory applied coating. The coating shall be as follows:

A. <u>Epoxy Coating for Pipe</u>: Steel gas piping shall have a 12-mil fusion bonded epoxy coating. The coating is to be a one-part, heat curable, thermosetting powdered epoxy coating designed to provide corrosion protection of the pipe.

Pipe coating shall meet or exceed the following standards:

- (1) Impact ASTM G 14
- (2) Abrasion Resistance ASTM D 1044
- (3) Shear ASTM D 1002
- (4) Tensile Strength ASTM D 2370

Pipe and coating shall be subject to inspection by the Engineer at the storage yard or the site. Should the Engineer allow damaged pipe to be repaired by the Contractor, the repairs shall be to the Engineer's satisfaction without charge under this contract.

Coating for the steel pipe shall be Scotchkote 206 N fusion bonded epoxy or equal.

B. Field Coatings for Pipe, Joints, and Fittings: The contractor shall furnish and install all field coating and wrapping materials. Compensation will be included in the price of installing pipe, and NO separate payment will be made.

Field Joint coating sleeves shall be a one piece, heat shrinkable, wrap-around sleeve. Sleeve shall be composed of 80 mils (total sleeve thickness) with a one-piece welded clear closure seal attached to the backing, the width shall be 12 inches. Field joint coating sleeves shall be for below ground applications and designed for 135° F maximum operating temperature of the pipeline. Sleeve shall be the Canusa one-piece WindoWeld TM Wrapid Sleeve TM with a clear, weldable closure strip, product designation KTC-170-12" YE WW or equal.

All buried materials shall be coated. The field coating or repair shall be at least equal to the mill-applied coating in thickness, bond and electrical resistance.

All field coating and wrapping shall be done in the manner recommended by the manufacturer of the coating and wrapping materials, and as accepted by the Engineer. One copy of the approved instruction for coating and wrapping the pipe shall be at the job site at all times.

Before applying field coating and wrapping, remove from the surfaces to be coated and wrapped ALL dirt, mud, moisture, loose rust, scale, welding shag, oil, grease, scraping, wire brushing, or power buffing to remove encrusted or adhered foreign matter. Remove oil, grease, or other soluble materials by wiping or brushing with coal tar solvent or Xylol. Clean out corners, crevices, depressions, wrinkles, or other places which harbor foreign matter.

Prime the cleaned surfaces and apply tape in accordance with manufacturer's instructions. Overlap the field applied coating at least 3 inches over the applied coating.

Recoat or repair remaining flaws after holiday testing or damage incurred in the trench.

1.03 VALVES (BELOW GROUND)

Valves shall be full port, floating ball valves. The valves shall have weld-ends which are produced from ASTM A106 grade B, seamless carbon steel. Valves shall be ANSI 300. Valves shall be equipped with 2-inch square operating nut and gear operations to accommodate the operating nut.

End Preparation: Butt Weld ends shall conform to the requirements of ANSI B16.25 (1979 Edition) and B31.8 (1989 Edition).

<u>Welding:</u> Valve shall require no special welding precautions. It is recommended that valve be fully closed when welding it in-line.

 $\underline{\text{Testing:}}$ All valves shall be 100% seat leak tested and tested at no less than 150% of maximum rated pressure.

1.04 VALVES (ABOVE GROUND)

Valves shall incorporate metal-to-metal backseating for fire safety and blowout protection selective dual seating with thrust washer for higher pressure and o-ring for lower pressure, multi-seal seats, quarter turn and bolted body construction. Valves shall be constructed of cast carbon steel, flanges to be cast with body and not welded on. Valves shall be CL300 and

carry the API 6D stamp and all valves shall be pressure tested prior to shipment. Valves shall be manufactured by Kerotest or equal.

1.05 REGULATOR

Regulator shall be Fisher Type EZR 2-inch port meeting the following specifications:

2-inch body

ANSI 300 Steel

Main valve material 17E97 nitrile

Main valve o-ring material: nitrile

Main valve green (up to 500 psig inlet)

Pilot diaphragm material: nitrile

Pilot o-ring material: nitrile

Pilot valve plug material: nitrile

Pilot mounting: standard

Pilot type and outlet pressure range: provide 161 EB regulator pilot 116 - 210 psig to

Owner.

Relief valve shall be Fisher Type EZR 4-inch meeting the following specifications:

4-inch body

ANSI 300 Steel

Main valve material 17E97 nitrile

100 percent cage

Main valve o-ring material: nitrile

Main valve green (up to 500 psig inlet)

Pilot diaphragm material: nitrile

Pilot o-ring material: nitrile

Pilot valve plug material: nitrile

Pilot mounting: standard

Pilot type and outlet pressure range: 6358 EB (130 to 200 psig) Blue

1.06 PIPELINE MARKERS/TEST STATION

Contractor is to furnish and install pipeline markers as shown on the drawings. Markers will be flat top test post type, 5 feet tall, yellow with black letter printed with custom screen #167.

1.07 GAS ROTARY METER WITH CORRECTOR

Provide Roots 23M TD rotary gas meter with counter drive, which meets manufacturing standards as specified in ANSI/AMSE/AGA Report Number 7. The meter shall be Roots Series B3, 23M TD 175.

- Base rating 23,000 ACFH
- Maximum operating pressure 175 psig

- Drive rate 100 cf/rev
- Meter shall have an oil free counter design.
- Nominal pipe size 4-inch
- Corrector shall be Mercury EC-350 with 2 pressures and shall capture the upstream and downstream pressures.

1.08 PAINTING

All materials specified herein are manufactured by Wilko Paint, Wichita, KS 67219 Tel 800-658-3799 Fax 316-838-4288 and are approved for use on this project.

Equivalent materials of other manufacturers may be substituted on approval of the engineer. Requests for substitution shall include Manufacturer's literature for each product giving the name, generic type, descriptive information and evidence of satisfactory past performance.

- <u>Coating System</u>: A solvent-based inorganic zinc-rich primer, and one high solids epoxy mastic topcoat.
- <u>Surface Preparation</u>: Remove dirt, oil, grease and other surface contaminants. Round off sharp edges and remove weld splatter. Abrasive blast clean to N.A.C.E. #2 Near White Metal Blast. Use 16-40 mesh abrasive to produce 1.0 to 2.0 mil surface profile.

• Prime Coat:

Product 497.50 Primer HS CI Red Oxide.

No. Coats One

Application Conventional Air Spray with agitator pot.

Dry Film Thickness 2.0-3.0 mils above surface profile Wet Film Thickness 3.0-5.0 mils above surface profile

• Top Coat:

Wilkopon Gray No. Coats Brush, roller, or spray Application 6.0-8.0 mils Dry Film Thickness 8.0-10.0 mils Wet Film Thickness

1.09 CHAIN LINK ENCLOSURE

Gate frames shall be made of 2 inch outside diameter, 2.72 pound, hot-dipped galvanized pipe. Corner fittings shall be heavy malleable iron castings. Fabric shall be same as for the fence. Gates shall have malleable iron balol and socket hinges.

Install chain link fence in accordance with the directions of the manufacturer and these specifications. Install fence posts at not more than 10-foot centers, with posts set at least 36 inches into the ground in a Class B concrete base. Allow concrete to cure for at least seven days before erecting remainder of fence. Fasten fabric to line posts with wire tiers spaced about fourteen inches apart and to top rail spaced about 24 inches apart.

Use standard chain link fence stretching equipment for stretching the fabric before tying it to the rails and posts. Erect gates so they swing in the direction indicated. Secure bracing in gates so that gates will hang level.

1.10 INSULATOR

Install 4-inch weld end insulator at location shown on drawings. Insulator is to be Kerotest 4 WEI 7 720 WOG or equal.

END OF SECTION

SECTION 2 REGULATOR & METERING FACILITY NO. 2

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SECTION 2 STATION REQUIREMENTS & EQUIPMENT

2.01 STEEL PIPE

Gas main shall be new steel pipe meeting American Petroleum Institute Standard Specifications, as follows:

The Gas piping shall be seamless at the mill and shall conform to API 5L X52, shall conform to API 5L X52, 0.188 wall.

Steel pipe for weld joints shall have double random length, plain end, beveled for welding.

Manufacturer's notarized affidavit of conformance to the applicable specifications herein shall be provided to the Owner. If requested by the Owner, the manufacturer shall furnish check records indicating the results of physical and chemical tests as required by the applicable specifications cited above. The Owner shall be permitted to inspect pipe to be delivered to the project at the mill, railhead, coating mill, or project site at his convenience.

2.02 COATINGS FOR STEEL PIPE

The steel main-line gas piping shall be furnished with factory applied coating. The coating shall be as follows:

A. <u>Epoxy Coating for Pipe</u>: Steel gas piping shall have a 12-mil fusion bonded epoxy coating. The coating is to be a one-part, heat curable, thermosetting powdered epoxy coating designed to provide corrosion protection of the pipe.

Pipe coating shall meet or exceed the following standards:

- (1) Impact ASTM G 14
- (2) Abrasion Resistance ASTM D 1044
- (3) Shear ASTM D 1002
- (4) Tensile Strength ASTM D 2370

Pipe and coating shall be subject to inspection by the Engineer at the storage yard or the site. Should the Engineer allow damaged pipe to be repaired by the Contractor, the repairs shall be to the Engineer's satisfaction without charge under this contract.

Coating for the steel pipe shall be Scotchkote 206 N fusion bonded epoxy or equal.

B. Field Coatings for Pipe, Joints, and Fittings: The contractor shall furnish and install all field coating and wrapping materials. Compensation will be included in the price of installing pipe, and NO separate payment will be made.

Field Joint coating sleeves shall be a one piece, heat shrinkable, wrap-around sleeve. Sleeve shall be composed of 80 mils (total sleeve thickness) with a one-piece welded clear closure seal attached to the backing, the width shall be 12 inches. Field joint coating sleeves shall be for below ground applications and designed for 135° F maximum operating temperature of the pipeline. Sleeve shall be the Canusa one-piece WindoWeld TM Wrapid Sleeve TM with a clear, weldable closure strip, product designation KTC-170-12" YE WW or equal.

All buried materials shall be coated. The field coating or repair shall be at least equal to the mill-applied coating in thickness, bond and electrical resistance.

All field coating and wrapping shall be done in the manner recommended by the manufacturer of the coating and wrapping materials, and as accepted by the Engineer. One copy of the approved instruction for coating and wrapping the pipe shall be at the job site at all times.

Before applying field coating and wrapping, remove from the surfaces to be coated and wrapped ALL dirt, mud, moisture, loose rust, scale, welding shag, oil, grease, scraping, wire brushing, or power buffing to remove encrusted or adhered foreign matter. Remove oil, grease, or other soluble materials by wiping or brushing with coal tar solvent or Xylol. Clean out corners, crevices, depressions, wrinkles, or other places which harbor foreign matter.

Prime the cleaned surfaces and apply tape in accordance with manufacturer's instructions. Overlap the field applied coating at least 3 inches over the applied coating.

Recoat or repair remaining flaws after holiday testing or damage incurred in the trench.

2.03 VALVES (BELOW GROUND)

Valves shall be full port, floating ball valves. The valves shall have weld-ends which are produced from ASTM A106 grade B, seamless carbon steel. Valves shall be ANSI 300. Valves shall be equipped with 2-inch square operating nut and gear operations to accommodate the operating nut.

End Preparation: Butt Weld ends shall conform to the requirements of ANSI B16.25 (1979 Edition) and B31.8 (1989 Edition).

<u>Welding:</u> Valve shall require no special welding precautions. It is recommended that valve be fully closed when welding it in-line.

 $\underline{\text{Testing:}}$ All valves shall be 100% seat leak tested and tested at no less than 150% of maximum rated pressure.

2.04 BALL VALVES (ABOVE GROUND)

Valves shall incorporate metal-to-metal backseating for fire safety and blowout protection selective dual seating with thrust washer for higher pressure and o-ring for lower pressure, multi-seal seats, quarter turn and bolted body construction. Valves shall be constructed of cast carbon steel, flanges to be cast with body and not welded on. Valves shall be CL300 and

carry the API 6D stamp and all valves shall be pressure tested prior to shipment. Valves shall be manufactured by Balon or equal.

2.05 REGULATOR

Regulator shall be Fisher Type EZR or equal 2-inch port meeting the following specifications:

2-inch body ANSI 300 Steel

Main valve material 17E97 nitrile

60 percent cage

Main valve o-ring material: nitrile Main valve green (up to 500 psig inlet)

Pilot diaphragm material: nitrile Pilot o-ring material: nitrile Pilot valve plug material: nitrile Pilot mounting: standard

Pilot type and outlet pressure range: provide PRX 116 – 210 psig to Owner.

Relief valve shall be Fisher Type EZR or equal 3-inch meeting the following specifications:

3-inch body ANSI 300 Steel

Main valve material 17E97 nitrile

100 percent cage

Main valve o-ring material: nitrile Main valve green (up to 500 psig inlet)

Pilot diaphragm material: nitrile Pilot o-ring material: nitrile Pilot valve plug material: nitrile

Pilot mounting: standard

Pilot type and outlet pressure range: 6358 B (180 to 350 psig)

2.06 GAS ROTARY METER WITH CORRECTOR

Provide Roots 23M rotary gas meter with counter drive or equal, which meets manufacturing standards as specified in ANSI/AMSE/AGA Report Number 7. The meter shall be Roots Series B3, 23M 175 or equal.

- Base rating 23,000 ACFH
- Maximum operating pressure 175 psig
- Drive rate 100 cf/rev
- Meter shall have an oil free counter design.
- Nominal pipe size 4-inch
- Corrector shall be Honeywell Mercury Mini-max or equal

2.07 PAINTING

All materials specified herein are manufactured by Wilko Paint, Wichita, KS 67219 Tel 800-658-3799 Fax 316-838-4288 and are approved for use on this project.

Equivalent materials of other manufacturers may be substituted on approval of the engineer. Requests for substitution shall include Manufacturer's literature for each product giving the name, generic type, descriptive information and evidence of satisfactory past performance.

- <u>Coating System</u>: A solvent-based inorganic zinc-rich primer, and one high solids epoxy mastic topcoat.
- <u>Surface Preparation</u>: Remove dirt, oil, grease and other surface contaminants. Round off sharp edges and remove weld splatter. Abrasive blast clean to N.A.C.E. #2 Near White Metal Blast. Use 16-40 mesh abrasive to produce 1.0 to 2.0 mil surface profile.

• Prime Coat:

Product 497.50 Primer HS CI Red Oxide.

No. Coats One

Application Conventional Air Spray with agitator pot.

Dry Film Thickness 2.0-3.0 mils above surface profile Wet Film Thickness 3.0-5.0 mils above surface profile

• Top Coat:

Product 369.01 Phenolic Aluminum No. Coats Brush, roller, or spray Application 6.0-8.0 mils Dry Film Thickness 8.0-10.0 mils Wet Film Thickness

2.08 CHAIN LINK ENCLOSURE

Gate frames shall be made of 2 inch outside diameter, 2.72 pound, hot-dipped galvanized pipe. Corner fittings shall be heavy malleable iron castings. Fabric shall be same as for the fence. Gates shall have malleable iron balol and socket hinges.

Install chain link fence in accordance with the directions of the manufacturer and these specifications. Install fence posts at not more than 10-foot centers, with posts set at least 36 inches into the ground in a Class B concrete base. Allow concrete to cure for at least seven days before erecting remainder of fence. Fasten fabric to line posts with wire tiers spaced about fourteen inches apart and to top rail spaced about 24 inches apart.

Use standard chain link fence stretching equipment for stretching the fabric before tying it to the rails and posts. Erect gates so they swing in the direction indicated. Secure bracing in gates so that gates will hang level.

SECTION 3 GAS LINES

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SECTION 3 GAS LINES

3.01 SCOPE

The work required under this Section of the Specifications consists of furnishing and installing natural gas piping and related items. The contractor shall provide all necessary labor, materials, tools, equipment, and services for an installation complete in every detail and ready for use as required by the Contract Documents. The project shall consist generally of the following items:

- a. The construction of steel natural gas piping,
- b. The furnishing and installing of all other pipeline appurtenances,
- c. Excavation and backfill,
- d. Unencased road and driveway crossings,
- e. Testing, purging and jeeping,
- f. Installation of test stations,
- g. Erosion control devices,
- h. CSX Railroad crossing
- i. Regulation and metering facilities No. 1 & No. 2

3.02 GENERAL

All pipe, valves and appurtenances shall be manufactured in the United States of America.

3.03 OPERATING PRESSURES

The MAOP of the gas lines to be installed is as specified on the following page. As such, the piping must be constructed to operate continuously at below these pressures. Transmission gas line and appurtenances shall be manufactured and installed to function properly and safely under Code of Federal Regulations, Title 49, Part 192, Transportation of Natural and Other Gas by Pipeline Minimum Federal Safety Standards. Also, all requirements of the Tennessee Regulatory Authority must be met.

New 6-inch Line MAOP: 300 psi New 4-inch Line MAOP: 500 psi

3.04 STEEL PIPE

Gas main shall be new steel pipe meeting American Petroleum Institute Standard Specifications, as follows:

6-inch and 4-inch and diameter to be longitudinally electrically resistance welded (ERW) at the mill, having 0.188-inch wall thickness, API 5L, X52.

Manufacturer's notarized affidavit of conformance to the applicable specifications herein shall be provided to the Owner. If requested by the Owner, the manufacturer shall furnish check records indicating the results of physical and chemical tests as required by the applicable specifications cited above. The Owner shall be permitted to inspect pipe to be delivered to the project at the mill, railhead, coating mill, or project site at his convenience.

3.05 COATINGS FOR STEEL PIPE

The steel main-line gas piping shall be furnished with factory applied coating. The coating shall be as follows:

A. <u>Epoxy Coating for Pipe</u>: Steel gas piping shall have a 12 mil fusion bonded epoxy coating. The coating is to be a one-part, heat curable, thermosetting powdered epoxy coating designed to provide corrosion protection of the pipe.

Pipe coating shall meet or exceed the following standards:

(1) Impact	ASTM G 14
(2) Abrasion Resistance	ASTM D 1044
(3) Shear	ASTM D 1002
(4) Tensile Strength	ASTM D 2370

Pipe and coating shall be subject to inspection by the Engineer at the storage yard or the site. Should the Engineer allow damaged pipe to be repaired by the Contractor, the repairs shall be to the Engineer's satisfaction without charge under this contract.

Coating for the steel gas pipe shall be Scotchkote 206 N fusion bonded epoxy or equal.

B. Coating for Unencased Bores

Powercrete or approved equal coating shall be applied in accordance to manufacturer's recommendation and thickness shall be 30 mi. Hardness shall be a minimum reading on the Shore Hardness Scale of 70.

C. Field Coatings for Pipe, Joints, Fittings

The contractor shall furnish and install all field coating and wrapping materials. Compensation will be included in the price of installing pipe, and NO separate payment will be made.

Field joint coating sleeves shall be a one piece, heat shrinkable, wrap-around of 80 Mils (total sleeve thickness) with a one-piece welded clear closure seal attached to the backing, the width shall be 17 inches. Field joint coating sleeves shall be for below ground applications and designed for 135 degrees F maximum operating temperature of the pipeline. Sleeve shall be the Canusa one-piece WindoWeld TM Wrapid Sleeve

TM, or approved equal with a clear, weldable closure strip, product designation KTC-170-12" YE WW.

All buried materials shall be coated. The field coating or repair shall be at least equal to the mill-applied coating in thickness, bond, and electrical resistance.

All field coating and wrapping shall be done in the manner recommended by the manufacturer of the coating and wrapping materials, and as accepted by the Engineer. One copy of the approved instruction for coating and wrapping the pipe shall be at the job site at all times.

Before applying field coating and wrapping, remove from the surfaces to be coated and wrapped ALL dirt, mud, moisture, loose rust, scale, welding shag, oil, grease, and other foreign matter which may adversely affect the coating and wrapping. Use scraping, wire brushing, or power buffing to remove encrusted or adhered foreign matter. Remove oil, grease, or other soluble materials by wiping or brushing with coal tar solvent or Xylol. Clean out corners, crevices, depressions, wrinkles, or other places which harbor foreign matter.

Prime the cleaned surfaces and apply tape in accordance with manufacturer's instructions. Overlap the field applied coating at least 3 inches over the mill applied coating.

Recoat or repair remaining flaws after holiday testing or damage incurred in the trench.

3.06 VALVES (STEEL)

Valve shall be Kerotest or approved equal. The valve shall have weld-ends which are produced from ASTM A106 grade B, seamless carbon steel. Valves shall be Full Port, ANSI 300.

<u>Valve Boxes</u>: Valve boxes shall be white 6-inch PVC pipe with metal top painted yellow with a 8602 ring plasti-Iron cover.

Install a valve box over each underground valve. Tamp the backfill around the valve body firmly. Set bricks on tamped backfill such that the full weight of the valve box will be borne upon the brick and that no load is transferred to the valve or pipe from the box (see drawings). Center the box accurately and plumb above the valve operating nut. Tamp backfill firmly around valve box. In walkways, paved surfaces, or foot-traffic areas, tops of valve boxes shall be flush with grade. In grassy areas, woods, or fields, box tops shall be 1/2 inch above grade. When trench backfill is stable, a concrete collar shall be cast around the top of each valve box, except in otherwise paved areas.

<u>End Preparation:</u> Butt Weld ends shall conform to the requirements of ANSI B16.25 (1979 Edition) and B31.8 (1989 Edition).

<u>Welding:</u> Valve shall require no special welding precautions. It is recommended that valve be fully closed when welding it in-line.

<u>Testing:</u> All valves shall be 100% seat leak tested and tested at no less than 150% of maximum rated pressure.

3.07 FITTINGS (STEEL PIPE)

All welded fittings for steel piping shall be Tube Turn, Midwest or approved equal, forged steel welding neck for steel butt welding, standard strength (Schedule 40 fittings, conforming to ANSI/ASME 16.25, ASA B16.9 and MSS-SP-25. All welded steel pipe fittings such as elbows, tees, reducers, etc., shall be of the long radius type.

3.08 MARKING TAPE

The marking tape will be yellow and will be imprinted to read "CAUTION - GAS LINE BURIED BELOW."

3.09 INSULATING FLANGES AND COUPLINGS

Proposed gas main piping shall be electrically insulated from the existing system near the point of connection. All main line valves shall have insulating kits installed at their flanges. Insulating gaskets shall be neoprene faced, micarta, or equal suitable for natural gas duty at 400 psi working pressure. Electrical conductivity shall be established and maintained throughout the pipeline, and across each insulated valve and flange by the installation of jumper cable to transmit impressed current from the existing system throughout the length of this project.

Insulated weld fittings shall be Kerotest No. WE17 as manufactured by Kerotest Manufacturing Corporation or approved equal.

Insulated couplings shall be compression type, Dresser or approved equal.

3.10 CONNECTION TO EXISTING GAS SYSTEM

After the distribution system represented by this project has been cleaned and satisfactorily tested, and approved by the Engineer for gas service, the contractor will proceed to tie this project into the existing gas system at the location(s) indicated on the drawings.

The Cities of Clarksville, Tennessee and Guthrie, Kentucky shall be contacted by the contractor and notified of the scheduled tap work at least two days in advance of this work.

Follow all safety precautions including those of the Cities of Clarksville, Tennessee and Guthrie, Kentucky. Take fire prevention measures and notify the Cities of Clarksville, Tennessee and Guthrie, Kentucky Fire Departments of the scheduled tie-in. Pay all costs related to safety or emergency responses.

Maintain gas service to customers on the existing system. When pipework tie-in is complete, pressurize the pipe section in which the new joints are located and test for leaks in the presence of the Engineer. Notify the utility company when the tie-in is complete.

3.11 UNENCASED PIPE BORES

At all paved or concrete streets and driveways, it shall be mandatory for gas piping to be installed by boring under the affected surface without a cover pipe. Such installation shall be defined as an "unencased pipe bore." It shall also be mandatory to perform unencased pipe bores when outside authorities having jurisdiction require it.

Powercrete or approved equal coating shall be applied in accordance to manufacturer's recommendation and thickness shall be 30 mi. Hardness shall be a minimum reading on the Shore Hardness Scale of 70.

Further, on this project, it shall be required to bore under county roads, city streets, concrete or asphalt driveways, and parking lots. The balance of gravel surfaces encountered shall be open-cut and the surface restored.

3.12 CLEARING AND GRUBBING

Gas pipeline is to be installed on private properties as well as upon the rights-of-way of highways, railways, and other utilities. The contractor shall familiarize himself with all special requirements of the respective right-of-way holders before commencing work. No clearing shall be done until the Owner has secured proper authorization or permission from the holders of rights-of-way.

In addition, the contractor shall acquaint himself with all federal, state, and/or local regulations for preventing forest fires, and these regulations shall govern in all cases. Brush and undergrowth shall be piled and burned only at locations specified by the Engineer. Fire spreading beyond clearance limits causing property damage shall be the contractor's liability. Burning, to the extent that it will not conflict with such regulations, shall directly follow clearing work and shall be completed to the Owner's satisfaction before line materials are distributed along the pipe route.

Stumps in the way of the pipe trench ditch shall be grubbed or otherwise removed and the course of the line shall generally be grubbed and graded to allow passage of equipment and to allow the ditch to be excavated to the line and grade established by the Engineer.

3.13 GRADING

Slopes within highway rights-of-way that are cut down or notched to facilitate operation of construction equipment shall be rebuilt to original height and slope to the satisfaction of the Owner and the State Highway Division Maintenance Engineer. Spoil banks from grading operations shall not be placed where surface drainage will be affected.

3.14 EXCAVATION FOR PIPELINE TRENCHES

Excavation for gas mains shall be open trenches except where the drawings or specifications call for (or the Engineer requires) the contractor to underbore structures, improved surfaces, roads, or highways.

Excavate trenches to the lines and depth indicated and to provide uniform and continuous bearing and support for the installed pipe. Trenching shall include all excavation necessary to prepare the trench for the pipe to be installed regardless of what means or methods are necessary to produce such trench.

Excavation shall be unclassified. The term "unclassified" shall include ALL clearing, grubbing, and disposal of material (including all weeds, briars, trees, and stumps encountered, and the removal of earth, solid rock, roots, hardpan, boulders, street or road surfacing, clay, rubbish, unforeseen obstacles, underground conduits, pipe, drain tile, and other obstacles encountered).

Any blasting required for excavation operations shall be conducted in accordance with the requirements indicated in Section 1.

Trench depths shall be as required to provide the specified MINIMUM cover over the tops of the pipes; as required to permit pipes to pass under culverts, roads, driveways, existing pipelines, and other obstructions; and as required to accommodate valves and boxes.

MINIMUM cover over tops of pipes shall be:

- A. 30 inches.
- B. As herein specified for pipes under railroads, highways, creeks, and other special conditions.
- C. As required to maintain minimum cover under future excavation for highways or roadways when these circumstances are known or anticipated.

Trench widths shall be as required for the proper laying and joining of piping and the proper placing and compacting of backfill, but in NO case shall a trench be more than 24 inches wider than the inside diameter of the pipe to be laid therein. Wherever necessary to make joints in the trench, provide ample joint holes in the trench to facilitate this.

Machine or hand-cut trenches, except that in all cases prepare the final subgrade accurately with hand tools, and in special cases where required, cut the trenches entirely by hand. Where excavation is carried below proper subgrade, before laying pipe, bring the trench bottom up to proper subgrade by backfilling with approved material placed in 3-inch maximum thickness loose layers and thoroughly compact each layer as required to provide uniform and continuous bearing and support for the pipe.

Where the trench bottom at required subgrade is found to be unstable or to include ashes, cinders, or any type of refuse, vegetable or other organic material, or large pieces of fragments of inorganic material which in the Engineer's opinion should be removed, excavate and remove such unsuitable materials when ordered by the Engineer. Before laying pipe, bring the trench bottom up to proper subgrade by backfilling with approved backfill material placed in 3-inch maximum thickness loose layers,

and thoroughly compact each layer as required to provide uniform and continuous bearing and support for the pipe.

Where rock is encountered in pipe trenches, remove all rock from sides of trench to provide at least six inches horizontal clearance from the pipe on each side, and remove all rock from the trench.

Shore and brace trenches and excavations as required to protect personnel, adjacent structures, and adjacent property. Where required by the conditions encountered, brace trenches and excavations with suitable close sheathing or sheet piling. Do all necessary cribbing up required for the proper operation of trenching machines.

The contractor shall determine, as far as possible in advance and in accordance with the General Conditions, the location of all existing sewer, culvert, drain, water, electric, telephone conduits, and gas pipes, and other subsurface structures and avoid disturbing same in opening his trenches. The contractor shall furnish and keep a metal detector on the project for this purpose. In case of sewer, water, and gas services and other facilities easily damaged by machine trenching, same shall be uncovered without damage ahead of the trenching machine and left intact or removed without permanent damage ahead of trenching and restored immediately after the trenching machine has passed without extra cost to the Owner. The contractor shall protect such existing facilities, including power and telephone poles and guy wires, against danger or damage while pipeline is being constructed and backfilled, or from damage due to settlement of his backfill. It shall be the responsibility of the contractor to inform the customers of utilities of disruption of any utility service as soon as it is known that it has been or will be cut off.

Construction equipment will not be approved for use where treads are injurious to paving encountered. Curbs, sidewalks, and other structures shall be protected by the contractor from damage by his construction equipment.

In case of damage to any existing structures, repair and restoration shall be made at once and backfill shall not be replaced until this is done. In all cases, restoration and repair shall be such that the damaged structure will be in as good condition and serve its purpose as completely as before, and such restoration and repair shall be done without extra charge. Where there is the possibility of damage to existing utility lines by trenching machine, the contractor shall make hand search excavation ahead of machine trenching to uncover same.

All trenches must be dug neatly to lines and grades. Hand trenching shall be required at no extra payment where undue damage would be caused to existing structures and facilities by machine trenching.

Where trenching is cut through paving which does not crumble on edges, trench edge shall be cut to at least two inches deep to straight and neat edges before excavation is started, and care taken to preserve the edge to facilitate neat repaving.

The contractor shall not open more trench in advance of pipe laying than is necessary to expedite the work. The contractor shall not open more than 500 feet of trench ahead of pipe laying and shall not leave more than 500 feet of open ditch behind pipe laying before backfilling, except upon written consent of the Owner or the Engineer. No trench shall be left open or work stopped on same for a considerable length of time. In case of objectionable delay, the trench shall be refilled according to

backfill specifications. Trench openings that may be of particular danger to children shall be covered or filled in prior to periods when such openings are left unattended.

Dewatering of trenches shall be considered a part of trenching at no extra cost to the Owner. Dewatering of trenches shall include ground water and storm or sanitary sewage. Suitable pumping and other dewatering equipment is to be provided by the contractor to insure the installation of the pipeline structure in a dewatered trench and under the proper conditions. Dewatering shall include all practical means available for prevention of surface runoff into trenches and scouring against newly laid pipe. Precautions shall be taken to prevent flotation of the pipe should water enter the trench prior to putting the pipeline into operation.

Piles of excavated materials shall be trenched or temporarily piped to prevent, as far as practical, blockage of drainage ditches and gutters, and water carriage of excavated materials over street and highway surfaces.

3.15 PIPE BEDDING

All gas main pipe shall be supported on a bed of well compacted earth, dirt, or clay. Bedding material shall be acceptable to the Owner and free from rock, stones, bricks, concrete chunks, organic matter, frozen or other objectionable material. In no case shall pipe be supported directly on rock. When rock is encountered in the trench, bottom bedding shall consist of lime dust or sand only installed to provide uniform and continuous bearing for the pipe.

3.16 HANDLING, HAULING, AND STORAGE

The contractor shall receive the gas main piping and account for it as he takes it. He shall load, unload, haul, string along the route proposed for laying, and otherwise be responsible for the pipe after he receives it.

Care must be exercised in the handling and hauling of all materials and equipment, and the contractor will be held responsible for all breakage or damage to same caused by his workmen, agents, subcontractors, or equipment for handling and moving. Pipe or any other material shall in no case be thrown or dropped from cars, trucks, or wagons to the ground but same shall be lowered gently and not allowed to roll against or strike other objects violently. All materials shall be handled and placed so as not to interfere with public and private travel and so as not to be unnecessarily damaged. Pipe or other materials may be distributed at places that will not interfere with other construction operations as unloaded or may be yarded and distributed as required as the contractor may elect. Valves, valve boxes, joining materials, meter box covers, castings, reinforcing steel and other similar materials shall be yarded or housed in some convenient location by the contractor and delivered on the ground as required. In all cases, materials shall be handled and stored in a manner which will facilitate inspection by the Engineer.

Pipe shall be placed on skids so that it is raised above the ground a sufficient height to properly accommodate welding. Pipe with welded seams shall be laid with seams staggered in adjacent joints not less than two inches apart. For coated pipe, the skids shall be padded as required to prevent damage to the pipe coating and special care in handling shall be practiced.

3.17 STRINGING, LOWERING, AND LAYING PIPE

Pipe shall not be lowered into the trench before the joint protective coating has hardened, and the coating has successfully passed the electrical holiday detection test. In case of accidental damage to the protective coating, the damaged coating shall be replaced and the covering left in equal condition to that of the undamaged portion, in the opinion of the Engineer.

If the use of powered equipment is required to lower the pipe, belt pipe slings or appropriately sized padded calipers shall be used to lower the pipe into the trench. Otherwise, pipe shall be laid directly into an open trench with manpower. Do not <u>under any circumstances</u> drop or dump piping materials either from transportation vehicles or into trenches. Inspection of the trench shall be made by the contractor prior to lowering to see that no rocks or sharp objects are in the ditch which might damage the pipe or the pipe coating.

To permit thermal expansion and contraction of the pipe in the trench and to avoid unnecessary stress, the pipe shall be placed to "weave" from side to side in the trench, and weighted with select backfill material to maintain a pattern of "slack" in the pipeline.

Sections of coated pipe shall not be dragged or pulled into position without adequate protection for the protective coating and allowance made for pipeline slack in the ditch.

The pipe shall be lowered into the trench prior to repair of any broken tile or other damaged existing service lines. A minimum distance of 12 inches shall be provided between the gas mains or services and other service or utility lines; or other obstructions which might reduce the quality of construction or damage such obstructions. Such lines and obstructions shall be exposed for a sufficient length of time to allow the Engineer to make adequate investigations on which to base his decision. If controlling authorities require a greater clearance than 12 inches, this greater distance shall be provided by the contractor. The Engineer may order such further precautions as necessary to protect the pipe, including increasing clearances and the furnishing and installation of insulation.

Before an open pipe end is lowered into the trench, it shall be tightly capped with a line cap, a plastic end cap, a mental cone, or some similar form of protection. Where work is suspended at night or for any reason, the open ends of the pipeline shall be securely plugged or closed to prevent entrance of water and other foreign materials. All foreign materials shall be kept from entering the pipe at all times. If foreign material does enter the pipe, it shall be removed before the laying procedures continue.

Where a directional change is required in the pipeline, either vertical or horizontal, which does not require fabricated fittings, permission may be granted to bend the pipe. Pipe bends shall be made before the pipe is placed in the pipeline.

All bends in steel pipe shall be made by a smooth bending method. They shall be made with a bending shoe as approved by the Engineer.

Bends in steel pipe shall be free of wrinkles, buckles, cracks, or other evidence of damage or characteristics which will reduce the quality of the pipe or construction of the finished pipeline. Miter bends are NOT permitted. In no case shall a bend section contain a pipe joint. The longitudinal weld of steel pipe should be near the neutral axis of the bend. If the pipe coating is damaged during bending, it

shall be repaired as outlined in Paragraph 2.05. The maximum allowable bend will be a 30-degree departure from the normal straight pipe.

3.18 JOINTS AND JOINING (STEEL PIPE)

A. General

Principal joining methods for this project shall be:

- Steel gas mains shall be welded.
- Fittings shall be fabricated fittings manufactured for welding and joined by welding.
- Insulated compression couplings shall be used on service lines and as otherwise indicated.

Other types of joints shall be extraordinary and shall require the prior approval by the Engineer on a case by case basis.

B. <u>Steel Pipe Joining</u>: Any and all welding on the gas mains or appurtenances thereto, the testing and qualifications of welders, and destructive or non-destructive inspection, shall be in accordance with Part 192, Title 49 of the Code of Federal Regulations, latest revision, and the terms of API Standard 1104, "Standard for Welding Pipe Lines and Related Facilities," which are hereby incorporated by reference and made a part of these Specifications.

All welding, welds, and welded connections shall conform to ANSI/AWS D10.12, ANSI/AWS C5.6, ANSI/AWS D10./11, NFPA 51, NFPA 51B, API 1104, Section 11A of the ASME Boiler and Pressure Vessel Code and/or Section IX of the ASME Boiler and Pressure Vessel Code.

The contractor shall use only competent and skilled workmen on welding. Welders shall obtain their certification six months prior to the commencement of work on this project. Welding test certificate from an independent testing laboratory will be supplied to the OWNER by contractor before construction begins for any welder that will perform any work on the project. Each welding operator shall identify his welds with an approved stamp. Welders tested and certified by major gas operating companies may be approved upon application to the Engineer, provided they meet the above regulations. No welding shall be done on any piping, fittings, or other equipment until the welders have been fully qualified in accordance with the test requirements set forth herein. The expense of making all tests of welding operators shall be assumed by the contractor.

Steel gas mains shall be fusion welded by the electric weld process. Steel pipe and fittings shall be butt welded by the shielded metal-arc welding process using a manual welding technique, unless other welding methods are submitted to, and approved by, the Engineer. All welded joints shall be of the single "v" type tapered to 1/16 inch of inside pipe wall. Only direct current shall be used in field welding. No arc welding shall be permitted on pipe with less than two-inch nominal diameter.

In instances where pipe other than seamless is used, the longitudinal seams of such pipe shall be staggered by not more than twenty degrees and welded sections or single joints shall be assembled and lowered into trench so that the longitudinal seams remain on the top half of pipe.

Welding shall not be performed when the quality of the completed weld may be impaired by prevailing weather conditions. The Engineer's decision shall govern whether conditions are suitable or unsuitable for welding.

The contractor shall protect filler metals and fluxes from deterioration and excessive moisture changes prior to use. Welding rods or other material which show signs of damage or deterioration shall not be used. During windy weather, suitable windguards shall be provided to protect the work. The contractor shall temporarily suspend work whenever, in his own opinion or in the opinion of the Engineer, conditions are not conducive to doing good work.

Gas pipe shall be welded prior to lowering into the trench except where the Engineer permits the pipe to be welded after placement. The adjoining ends of pipe to be welded shall be rigidly supported in true alignment with proper separation throughout the welding process.

All surfaces to be welded shall be bright, clean, and free of foreign material that may enter or be detrimental to the weld. The ends of pipe at all welded joints shall be properly beveled, and field bevels shall be made by the use of a pipe beveling machine, or other method approved by the Engineer.

All welds on piping of two-inch nominal diameter and larger shall be made with no less than three beads. The size of electrode for each pass on each size of pipe shall be as approved by the Engineer. Each bead shall be applied completely around the pipe, and shall be thoroughly cleaned of all scale, slag, or other foreign materials before the next bead is started. The filler bead and final bead shall be applied as soon as practical behind the stringer bead.

The completed weld shall project a minimum of 1/16 of an inch above the surface of the pipe at all points and shall have a width of not less than one-half inch or 1/16 of an inch over the shoulder of the pipe bevel. The welds shall be at least two and one-half times as wide as the pipe thickness, and shall be at least 125 percent as thick as the pipe being welded. Cooling of welds by using any other substance than air shall NOT be permitted.

Each completed weld shall be free of overlaps, undercuts, excessive convexity, scale, oxides, pin holes, non-metallic inclusions, air pockets, de-burred prior to applying joint wrap. All welds which are rough or sweat or leak shall be cut out and pipe ends cleaned and beveled and new welds made before lowering into trench.

Before placing in trench, all pipe, joints, fittings, and valves shall be field tested with an "electric holiday" detector in the presence of the Engineer. Use proper test voltage as recommended by the coating manufacturer for the type of coating involved. Joints made in the trench and other miscellaneous units which are impractical to test on the ditch bank, shall be tested for holidays in the trench.

Repair all "holidays" which may be found by the tests, and repeat the Tests as required for approval. Coating tests shall conform with ANSI/ASTM G62.

At the request of the Engineer, any weld designated by him may be subjected to radiogram inspection. Should the weld prove to be defective, the contractor will assume ALL costs for cutting out and replacing the weld.

When required by the Owner or Engineer, sample welds will be removed and sent to an independent testing laboratory to be destructively tested. If more than two welds, or ten percent, of such welds fail, the welder will not be allowed to weld on this job until sufficient proof that the welder has re-qualified along with a retest is submitted to the Owner and Engineer for their approval.

When re-welding the line where test welds have been cut out, one weld shall be used if it is practical to pull line back into position without damage to the pipe or coating. If it is not practical to pull the line into position, two welds shall be made by installing a nipple having a minimum length of 30 inches into the line.

Gas main fittings shall be of the butt-weld type. Use fittings at intersections and directional changes greater than 30 degrees. Welding specifications and techniques shall be the same as for welding main line pipe.

Threaded joints shall be used only above ground land upon approval by the Engineer. Where used, pipe shall be forged steel, 2000 psi WOG, with NPT threads. Threads shall be coated with thread compound or tape suitable for natural gas threaded connections.

3.19 BACKFILLING TRENCHES

The work required under this subsection includes the furnishing of all labor, materials, equipment, and services necessary for the backfilling of all trenching over the length of the pipeline.

Trenches shall be backfilled as soon as possible after approval of any leakage tests and electric holiday tests if applicable. Backfilling shall not commence until the Engineer or the Owner's Representative is satisfied that the pipe has proper depth and is firmly supported on approved bedding material. Where the trench crosses driveways, roads, streets, or other places used for the travel of vehicles or pedestrians, proper care should be taken so as NOT to impede the flow of traffic unnecessarily. In no case shall a street, road, or private driveway be left unusable overnight.

Backfill around and immediately over the top of the pipe with stable stone-free earth having a maximum particle size of 1/2 inch placed to a minimum level of six inches above the top of the pipe and compacted by "walking in." Wherever it is deemed necessary by the Engineer, hand labor shall be used in starting the backfill.

Machine backfilling, using excavated trench materials, may be permitted when all the following conditions are met:

- In non-paved or non-improved areas only.
- Only in the remainder of the trench after six inches of rock-free earth gas been placed uniformly above the pipe, as specified above.

- The amount of backfill dumped or dozed into the ditch must not be excessive or placed in such a manner as to displace or disturb the pipe.
- Backfill shall be spread uniformly.
- Hard objects must not exceed six inches in any dimension, and in no case be allowed to come in contact with the pipe.
- Small rock in the backfill must be mixed with earth.
- Truck or rubber-tired equipment shall not be "walked" in the ditch until it is completely full of backfill material.

Backfill pipe under paved areas or vehicular traffic areas from the level of six inches above the pipe to the paving subgrade with No. 9 crushed stone. Machine tamp using compacting roller to obtain at least the density of the adjacent undisturbed soil.

Where grass plots or sod are destroyed on state highway rights-of-way, the surface shall be prepared and restored according to the requirements of the state highway department.

Waste materials and excavated materials from trenches, in excess of the quantity required for trench backfill, shall be disposed of by the contractor. It shall be the responsibility of the contractor to obtain a location or permits for its disposal. Such materials shall be disposed of at an approved landfill or as otherwise directed by the Engineer. All rock, including crushed rock or gravel from construction, must be removed from lands and fields.

Should a period of time exist between the time of backfill and surfacing or property restoration, the contractor shall maintain the area so that a satisfactory condition exists. Before completion of the contract all backfills shall be reshaped, holes filled, and surplus materials hauled away and the restoration of permanent walks, streets, driveways, highway paving, and reseeding performed. If backfilling of the trench or surface restoration is not properly completed, a proportionate part of the price for pipe laying shall be retained from payment estimates.

The contractor shall refill and lightly grade all sunken areas as required or as requested by the Owner throughout the guarantee period and prior to expiration of the guarantee period correct all such unsatisfactory areas to the satisfaction of the Owner.

3.20 ASPHALT, HIGHWAY, AND STREET REPLACEMENT

Should the open-cut method be used to install the gas piping across asphalt highways, streets, or driveways in lieu of using unencased bores, the contractor shall do the work in accordance with the specifications hereinafter.

Prior to trenching the pavement shall be scored or cut to straight edges at least 12 inches outside each edge of the proposed trench to avoid unnecessary damage to the remainder of the paving. Edges of the existing pavement shall be recut and trimmed to square straight edges after the pipeline has been installed and prior to placing the new base and pavement.

The contractor shall replace those sections of existing highways, streets, and driveways required to be removed to install the pipeline. He shall construct same to the original lines and grades and

in such manner as to leave all such surfaces in fully as good, or better, condition than that which existed prior to his operations.

Base course for the paving shall be dense graded crushed limestone furnished and placed in accordance with the current requirements of the Standard specifications for Road and Bridge Construction of the State Department of Transportation, to a depth of six inches in roads and streets and four inches in driveways.

The wearing surface of roads, streets, and driveways shall be plant mix bituminous concrete, furnished and placed in accordance with the current requirements of the Standard Specifications for Road and Bridge Construction of the State Department of Transportation to a depth of two inches in roads and streets and 1-1/2 inches in driveways.

3.21 UNPAVED DRIVEWAYS

Where unpaved driveways and parking areas are disturbed during the construction work, they shall be replaced in fully as good, or better condition than that which existed prior to the contractor's operations.

Backfilling of the pipeline trench shall be in accordance with the requirements of the specifications and shall be topped to grade with six inches compacted thickness #9 crushed stone surface course.

3.22 PROPERTY RESTORATION

The contractor shall be required to restore all areas disturbed by his operations to a condition equal to, or better than, the condition prevailing prior to construction.

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.

All graded areas and pipeline trenches shall be left smooth and thickly sown with Kentucky #31 Fescue at a rate of not less than four pounds of seed per 1,000 square feet.

Areas to be seeded shall be rough graded to four inches below the finished grade. Topsoil shall then be spread and final grades established. Fine grade the entire area by discing or tilling to a depth of four inches. Then drag, or rake, the area with a plank float or by other means to develop a smooth even surface.

When the final grading has been completed, the entire area to be seeded shall be fertilized with ammonium nitrate at the rate of five pounds per 1,000 square feet and an approved commercial fertilizer at the rate of ten pounds per 1,000 square feet.

After the fertilizer has been distributed, the contractor shall disc or harrow the ground to thoroughly work the fertilizer into the soil. The seed shall then be broadcast either by hand or by approved sowing equipment at the rate specified. After the seed has been distributed, the contractor then shall lightly cover the seed by use of a drag or other approved device.

The seeded area then shall be covered with straw to a depth of approximately 1-1/2 inches. Any necessary reseeding or repairing shall be accomplished by the contractor prior to the final acceptance. If the construction work is brought to completion when the season is not favorable for the seeding of the grounds, then the contractor shall delay this time of work until the proper season for such seeding as directed by the Engineer.

3.23 JEEPING

After the pipeline has been welded and the joints coated, the complete pipeline shall be jeeped above ground. All holidays shall be repaired before lowering-in and backfilling. Only low-voltage jeeps shall be used and voltage shall be set to manufacturer's specifications but not higher than 125 volts per mil of coating thickness.

3.24 TESTING

Gas lines and appurtenances shall be tested at 450 PSIG. The Contractor shall furnish to Owner a written outline of procedure to be used for testing. All charts, graphs and records of testing shall be turned over to Owner. The minimum duration of the pressure test shall be 24 hours and test medium shall be nitrogen.

3.25 CLEANING AND PIGGING

Contractor shall ensure the inside of all mains have been thoroughly cleaned of all foreign materials, water and loose rust. Mains may be pigged or swabbed during construction and ends sealed to prevent reentry of foreign material; but, after testing and prior to purging and filling, all mains shall be pigged with a minimum of two runs. Contractor shall submit, in writing, to the Owner an outline of procedure to be followed for Cleaning and Pigging. Procedure shall include name, type and/or stock number of pigs to be used. If water has been used for testing, each lateral line shall be cleared of water by blowing compressed air back to main line. If lateral line cannot be adequately cleared by this method, Contractor shall drain and/or re-pig until lateral has been cleared of water.

3.26 PURGING

When it is necessary to blow down a pipeline or fill a pipeline with natural gas that has contained air or oxygen, the following procedures shall be followed and shall be applicable to all pipelines regardless of the operating pressures. (192.629)

- a. When a pipeline full of air or nitgrogen is placed in service the air or nitgrogen may be safely displaced with gas by introducing a moderately rapid rate of flow through the pipeline and out of a vent at the opposite end. The flow should be continued without interruption until the vented gas is free from air. The vent should then be closed. Whenever possible, a "squeegee" type pig or a slug of inert gas should be used to separate the gas and air to minimize the possibility of an explosive mixture.
- b. In cases where gas in a pipeline is to be displaced with air, a procedure similar to, but the reverse of, that described in (a) should not be used. If the rate of air that can be supplied is not sufficient to create a turbulent flow of air, then a "squeegee" pig ore slug or inert gas must be used. If there is a reason to suspect the presence of volatile inflammable liquid precautions should be taken to minimize the possibility of striking static sparks within the pipeline.
- c. Before any cutting or welding is done on a pipeline that contains gas, it must be disconnected from all sources of gas and then purged with air or inert gas. If it is not possible to disconnect and purge the line per foregoing, the operation may be carried out in accordance with the following procedure after approval by the Engineer.
 - (1) Keep the pipeline full of gas and maintain a slight flow of gas toward the point where cutting or welding is being done.
 - (2) Control the gas pressure at the point of cutting and welding with a blow-off valve or other suitable means.
 - (3) Close all slots or open ends immediately after they are cut with mud, tape, or other suitable material. If mud is used, it shall be replaced with tape or a tight-fitting canvas bag immediately after the cut has been completed.
 - (4) Do not permit two openings to remain uncovered at the same time.
- d. No welding or cutting will be done on a pipeline that contains air and is connected to a source of gas, unless a suitable means has been provided to assure that an explosive mixture does not exist.

3.27 FIRE PREVENTION

Maintain suitable approved fire extinguishing equipment near the locations where work involving natural gas or other combustible material is in progress, and especially in the vicinity of "hot connection" and purging operations.

Use every possible safety precaution to prevent fire and explosions and comply with all applicable safety and fire prevention codes.

Portable fire extinguishing equipment shall conform to National Fire Protection Association's Standard Section 10.

The storage and use of flammable and explosive liquids, solids, and devices shall be in accordance with the applicable sections of the National Fire Protection Association's Codes, Standards, and Recommended Practices.

Section 1 of the NFPA standards shall be followed at all times.

3.28 PAINTING

All metallic piping, valves, hangers, supports, vents, control boxes, etc., exposed above ground shall be painted as follows:

Remove pipe coating material (except galvanizing), rust, dirt, grease, scale, slag, and foreign matter by sandblasting and/or wire brush cleaning. Preparation of the surface shall conform with SSPC-SP-1 and SSPC-SP-6. Surfaces to be painted shall be dry and free from moisture.

Apply one prime coat of Rust-O-Leum, Krylon, or De Rusto or approved equal gray, white or red rust inhibitive primer. Allow proper drying between coats.

Apply two finish coats of Rust-O-Leum, Krylon, or De Rusto or approved equal heavy duty paint. Allow proper drying time between coats.

Valves shall be bright red. Casing vents shall be white with bright red returns. Valve box tops shall be painted yellow. All guard posts shall be painted with yellow and black stripes to meet OSHA standards. All other exposed times shall be painted as specified by the Owner.

3.29 DRUG & ALCOHOL MISUSE PREVENTION PLAN PROGRAM

Contractor shall have a drug and alcohol misuse prevention plan in place in accordance with D.O.T. Pipeline Safety Regulation 49 CFR Part 192. Plan shall be submitted to the Clarksville Tennessee and Guthrie Kentucky Natural Gas Systems prior to commencement of work.

3.30 CLEAN UP

The contractor shall not allow the site of the work to become littered with trash and waste material but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is, or is not, waste material or rubbish and the place and manner of disposal.

On or before completion of the work, the contractor shall thoroughly clean all sites of the work or premises which he has entered upon. He shall tear down and remove all temporary structures built by him, remove rubbish of all kinds from any of the areas he has worked in or occupied, and leave them in a neat and clean condition.

3.31 MARKING TAPE

2-inch wide underground marking will be installed 12 inches below the ground with all pipe installed. The marking tape will be yellow and will be imprinted to read "CAUTION - GAS LINE BURIED BELOW."

3.32 MAGNESIUM ANODES

Provided three, seventeen-pound magnesium anodes per location as field located by the Engineer.

END OF SECTION

SECTION 4

CSX RAILROAD CROSSING

Table of Contents

<u>Paragraph</u>		<u>Page</u>
4.01	CSX Railroad Crossing	2
4.02	CSX Additional Insurance Requirements	2
4.03	CGL Sample	4

SECTION 4

CSX RAILROAD CROSSING

4.01 CSX RAILROAD CROSSING:

The CSX Railroad crossing is to include 12-inch casing pipe, 6-inch steel carrier pipe, vents and all labor and material to perform the bore including carrier pipe and the additional insurance coverage.

4.02 CSX ADDITIONAL INSURANCE REQUIREMENTS:

- A. Insurance Policies: Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:
 - 1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
 - 2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
 - 3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
 - 4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.

- e. Authorized endorsements must include the Pollution Exclusion Amendment CG 28 31, unless using form CG 00 35 version 96 and later.
- f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion IL 00 21
 - (ii). 30-day Advance Notice of Non-renewal or cancellation
 - (iii). Required State Cancellation Endorsement
 - (iv). Quick Reference or Index CL/IL 240
- g. Authorized endorsements may not include:
 - (i). A Pollution Exclusion Endorsement except CG 28 31
 - (ii). A Punitive or Exemplary Damages Exclusion
 - (iii). A "Common Policy Conditions" Endorsement
 - (iv). Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v). Policies that contain any type of deductible
- 5. All insurance companies must be A. M. Best rated A- and Class VII or better.
- 6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
- 7. Such additional or different insurance as CSXT may require.

B. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department CSX Transportation, Inc. 500 Water Street, C-907 Jacksonville, FL 32202 insurancedocuments@csx.com

4.03 CGL SAMPLE

A CGL sample is shown on the following page.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS JSSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

cerunca	tte noider in neu or such endorsement(s).			
PRODUCER		CONTACT NAME:		
	144	PHONE (A/C, No. Ext):	FAX (A/C, No):	
		E-MAIL ADDRESS DATTY. MUNCY@read		
		INSURER(S) AFF	ORDING COVERAGE	NAIC #
		INSURER A:		-
INSURED	The Licensee/Lessee/Industry identified in	INSURER B:		
	the agreement must be the named insured.	MAURER C:		
	CSXT will not accept the contractor's CGL	Naurer o		
	certificate.	Maurer E:		
-76	continuoto.			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

MAR LTR	TYPE OF INSURANCE	ADEX. INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	8
A.	GENERAL LIABILITY		6	The amount in this Each (ALCO CONTRACTOR OF THE PARTY OF		EACH OCCURRENCE	\$
	A COMMERCIAL GENERAL LIABILITY			must be at least five n			PREMISES (Es occurrence)	5
	CLAIMS-MADE X OCCUR	W		(\$5,000,000); or the amo	unt in the b	0X	MED EXP (Any one person)	2
		A		combined with the "Eac	Occurenc	e"	PERSONAL & ADVINJURY	5
			I	coverage of any Excess L	aiblity must	be at	GENERAL AGGREGATE	5
	GENL AGGREGATE LIMIT APPLIES PER:		1	least five million dollars	\$5,000,000	1)	PRODUCTS - COMP/OP AGG	5
- 0.3	POLICY PRO-				Name of Street			5
	AUTOMOBILE LIABILITY						Co. (BINED SINGLE LIMIT (Ea 3) dent)	5
	ANY AUTO			Combined single limit	of	E TH	BODILY) JURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS	1/		not less than one mill	on I		BODILY INJUNY (Per accident)	5
	HIRED AUTOS NON-OWNED	٨		dollars (\$1,000,000.0	0)		PROPERTY DAMAGE	\$
				V (* :)				5
	UMBRELLA LIAB OCCUR				(0)-161		EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	5
	DED RETENTIONS							5
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY VIN			Standard limits of li	ability.		INC STATU- OTH-	
	ANY PROPRIETOR PARTNER EXECUTIVE		-	Must contain a wa	4.	ALL STATES	EIL EACH ACCIDENT	\$
	(Mandatory In NH)		X				E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below			subrogation in favor	II COAI		E.L. DISEASE - POLICY LIMIT	\$
1 5				The same and the same and the same and				
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	LES U	Attach .	ACORD 101, Additional Remarks Schedul	, if more space is	required)		

This box should contain the following: CSX Transportation, Inc., is included as additional insured. This certificate applies to all contracts/agreements between the named Insured and CSXT.

CERTIFICATE HOLDER

CANCELLATION

CSX Transportation, Inc. 6737 Southpoint Drive, J180 Jacksonville, FL 32216 Per the terms of the agreement this should state.

Should any of the above described policies be modified cancelled, or not renewed, the issuing insurer shall mail 30 days written notice to the certificate holder named herein

SECTION 5

BASIS OF MEASUREMENT AND PAYMENT

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5.04	Gas Main – Open Cut	2
5.05	Horizontal Directional Bore	3
5.06	Valves and Boxes	3
5.07	Gravel Surface Replacement	3
5.08	CSX Railroad Crossing	3
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5.10	Erosion Control Measures	3
5.11	Pipeline Markers	3
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SECTION 5 BASIS OF MEASUREMENT AND PAYMENT

5.01 SCOPE

The purpose of this Section is to further explain or clarify the specifications with respect to measurement and payment. Units of measure shall be as given in the Bid Schedule. Details of how measurements are to be made are given below. It is further the intent of this Section to set or repeat limits of measurements, to establish under which heading certain items are to be paid for, and to emphasize that other items are NON-PAY items.

5.02 PAY ITEMS

The numbered items listed in the BID SCHEDULE (which are made a part of the Contract) constitute ALL of the pay items of this contract unless the contract is further amended or modified to change the pay items.

Any other items of work listed in the General or Technical Specifications, or shown on the Drawings, including (but not limited to) mobilization, bonds, insurance, testing, cleaning and clean-up, purging, painting, property restoration, traffic maintenance, fire protection, and other items involved in the project construction shall NOT be pay items but shall be incidental to the pay items listed in the BID SCHEDULE.

5.03 METERING & REGULATOR STATIONS

Payments for the metering and regulator stations will be made at the contract lump sum price. This item includes connection to City of Clarksville line, regulators, radiography, testing, fencing, site, grading work, cover for regulator run and other items shown on drawings and specified herein.

5.04 GAS MAIN – OPEN CUT

Gas main under this item shall be considered to be "ordinary" gas main installed by open-cut method. Payment shall be at the contract unit price, by size, per linear foot, complete and in place.

Price shall include furnishing the pipe, installing pipe and fittings, excavating (including rock), filling, backfilling, ordinary bedding, joining, laying, testing, repair, surface maintenance, and clean-up. The quantity of gas main to be paid for shall be the length of the completed main measured along the centerline without any deduction for lengths of fittings or valves or encasements, or other appurtenances.

5.05 HORIZONTAL DIRECTIONAL BORE

Payment for horizontal directional bores will be made at the contract unit price for the various sizes of unencased bore. This item includes all labor and equipment required to perform the unencased bore. This pay item does NOT include the gas carrier pipe.

5.06 VALVES AND BOXES

Payment for furnishing and installing valves and valve boxes will be made at the contract unit price per each, by size, complete and in place. The price shall include compensation for furnishing, hauling, excavation, bedding, laying, jointing, backfilling, testing, and clean-up.

5.07 GRAVEL SURFACE REPLACEMENT

Payment for gravel surface replacement will be made at the contract unit price per linear foot. This item includes furnishing and placement of gravel to properly replace all gravel surfaces cut during construction.

5.08 CSX RAILROAD CROSSINGS

The payment for the railroad crossings shall be at the lump sum price. This includes scheduling crossing with CSX and all labor and materials for the jack and bored steel casing per the drawings including the vent. All construction items inside the railroad right-of-way are to be included in this bid item with the exception of the carrier pipe which will be paid at the open cut price.

5.09 UNENCASED PIPE BORES

Payment for unencased pipe bores will be made at the contract unit price for the various sizes of unencased bore. This item includes all labor and equipment required to perform the unencased bore. This pay item does NOT include the gas carrier pipe.

5.10 EROSION CONTROL MEASURES

Erosion control measures will be utilized at the contract unit price which includes material and installation of the measure in locations directed by the engineer.

5.11 PIPELINE MARKERS

Payment for pipeline markers will be made at the contract unit price per each and shall include furnishing and installing the pipeline marker in locations as designated by the owner.

5.12 TEST STATIONS

Payment for test stations will be made at the contract unit price per each, complete and in place.

5.13 PIPE BEDDING

Payment for pipe bedding will be made at the contract unit price per ton.

5.14 ANODES

Payment for anodes will be made at the contract unit price, complete and in place which consists of three, 17 pound magnesium anodes per location.

5.15 INSULATORS

Payment for insulators will be made at the contract lump sum price, complete and in place.

5.16 CONSTRUCTION SURVEYING ALLOWANCE

Construction surveying is to include the surveying cost associated with establishing the right-of-way, proposed pipe location and to establish proper depth of bores as shown on the cross sections in the plans.

5.17 METERING TELEMETRY

Payment for metering telemetry allowance will be made at the contract lump sum price, complete and in place.

END OF SECTION

2018

NATURAL GAS SYSTEM IMPROVEMENTS

NOVELIS NATURAL GAS LINE EXTENSION

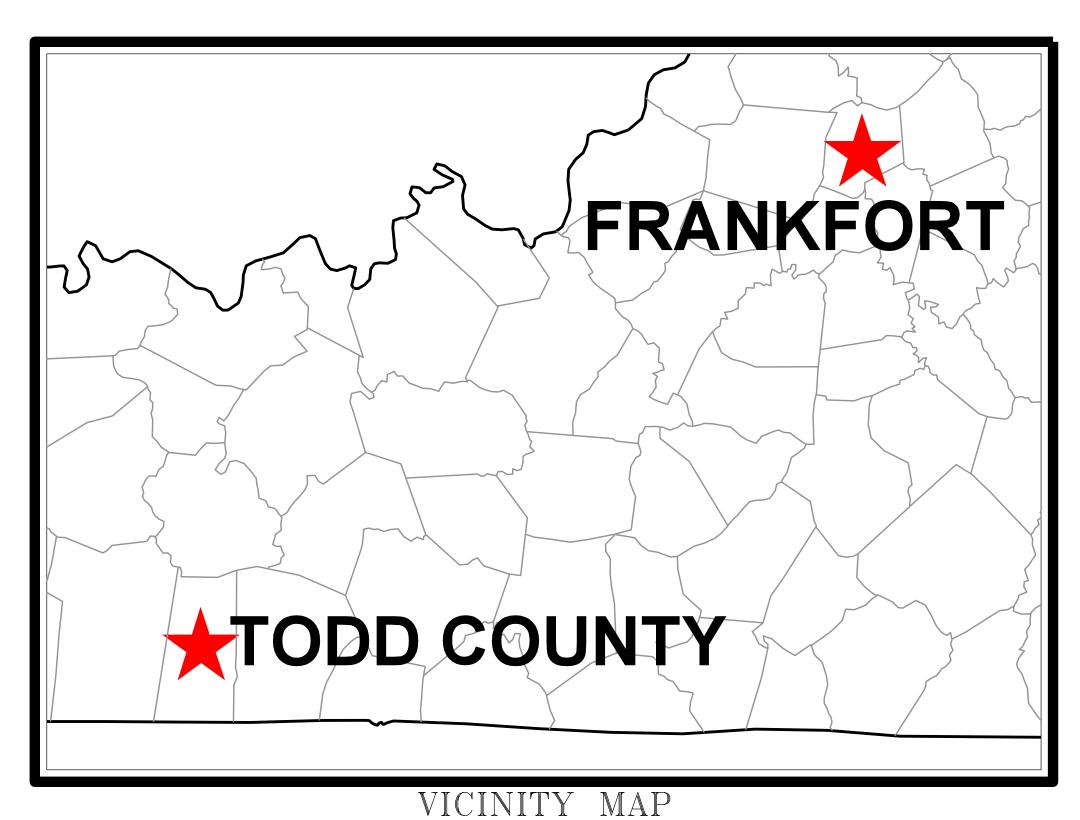
GUTHRIE, KENTUCKY

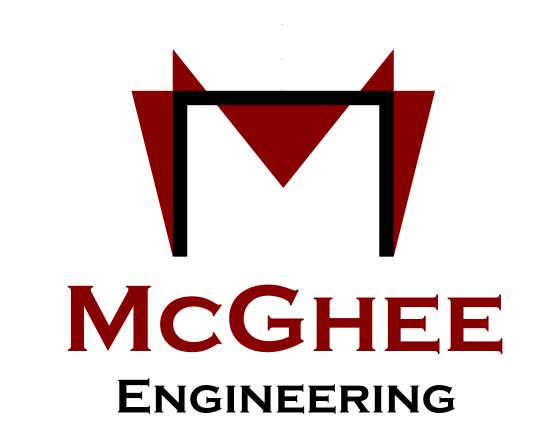
FOR

THE CITY OF GUTHRIE, KENTUCKY

110 KENDALL STREET GUTHRIE, KENTUCKY 42234

AUGUST 2018





HUSSEY GAY BELL

— Established 1958 —

SHEET NO.

1 COVER SHEET, VICINITY MAP AND SCHEDULE OF DRAWINGS

2 LOCATION MAP

3-5 GAS LINE EXTENSION

6 CSX RAILROAD CROSSING

7 GAS METERING/REGULATOR FACILITY NO. 1

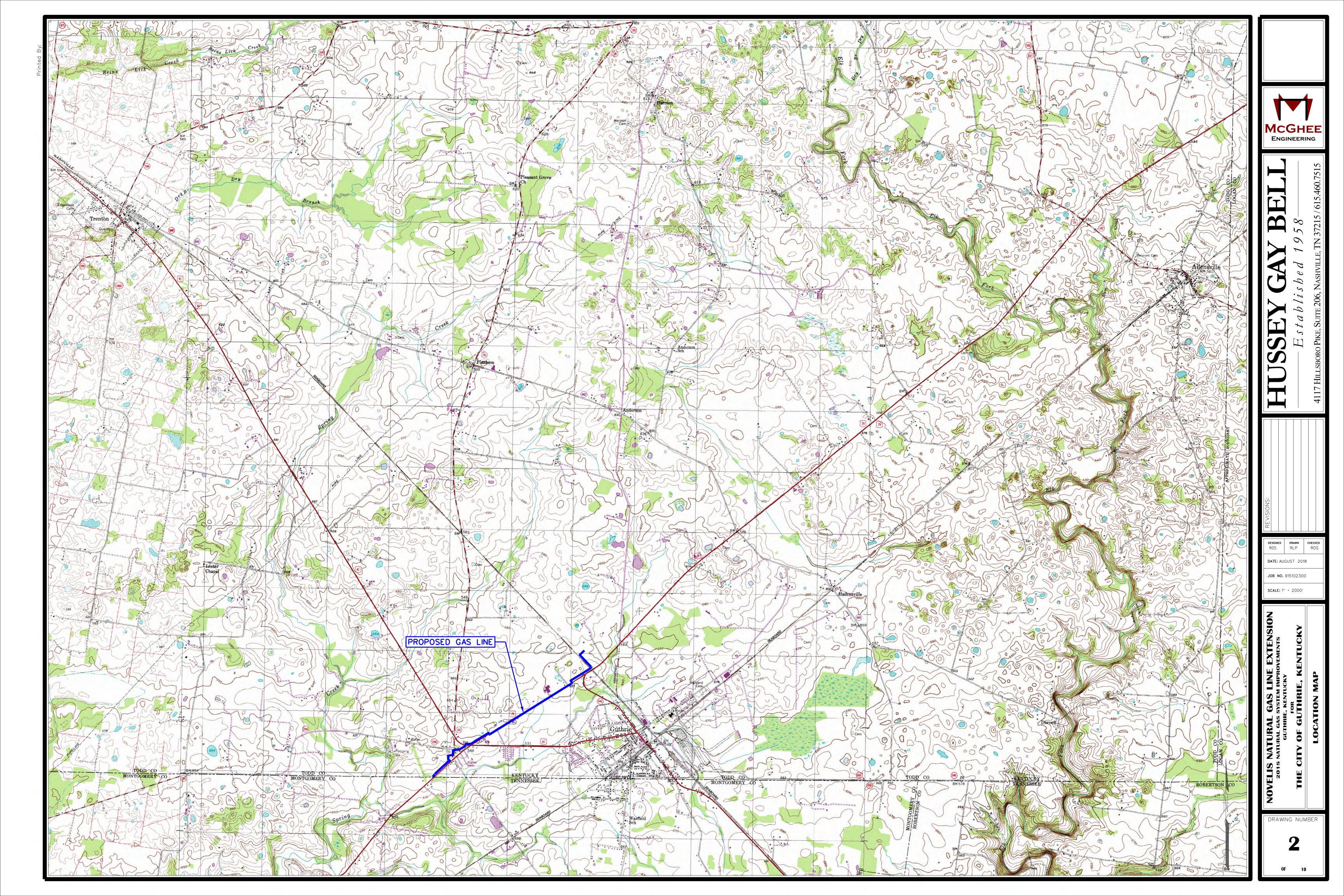
8 GAS METERING/REGULATOR SITE LAYOUT

9 GAS REGULATOR FACILITY NO. 2

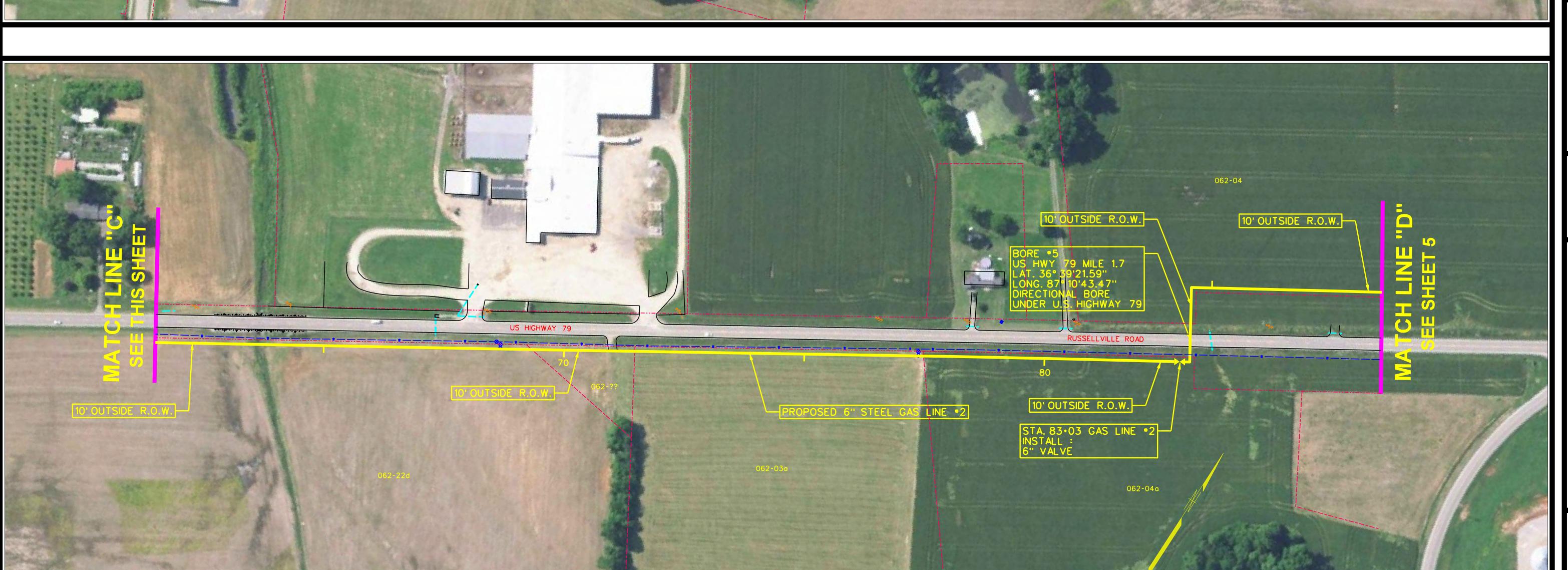
10 GAS LINE DETAILS

SCHEDULE OF DRAWINGS

4117 HILLSBORO PIKE, SUITE 206, NASHVILLE, TENNESSEE 37215 / 615.460.7515 SAVANNAH • ATLANTA • STATESBORO • CHARLESTON • COLUMBIA • NASHVILLE www.husseygaybell.com



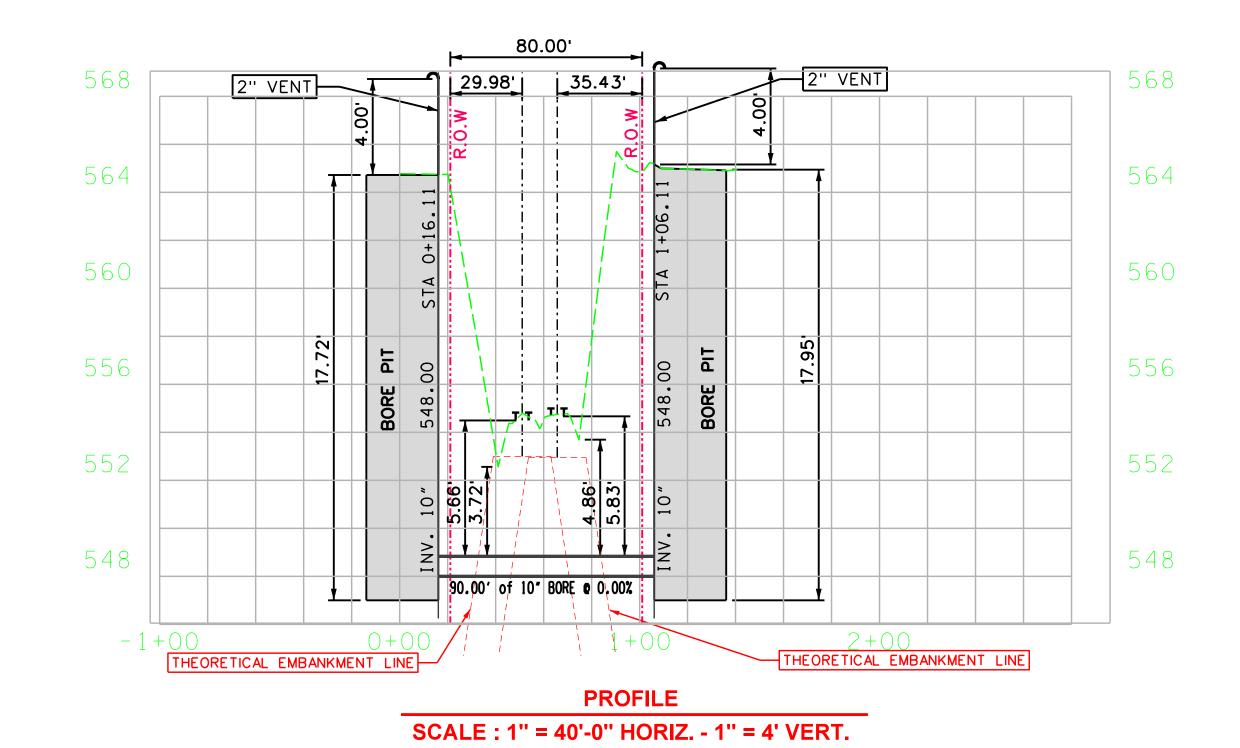
MCGHEE ENGINEERING

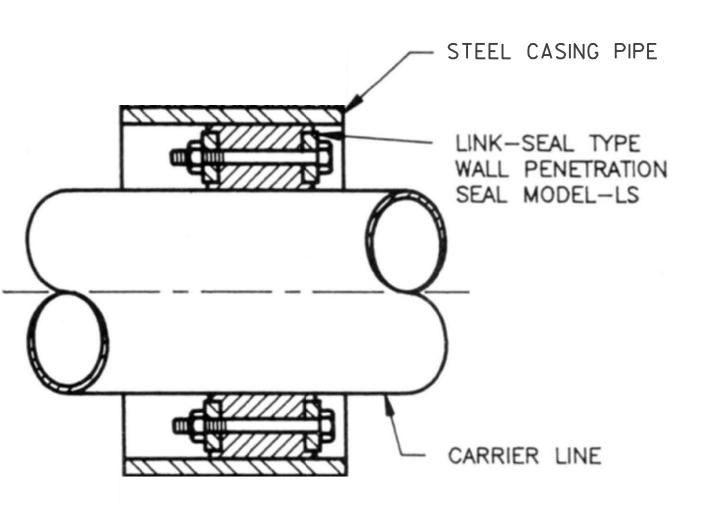


MCGHEE ENGINEERING

DATE: AUGUST 2018 JOB NO. 918102300

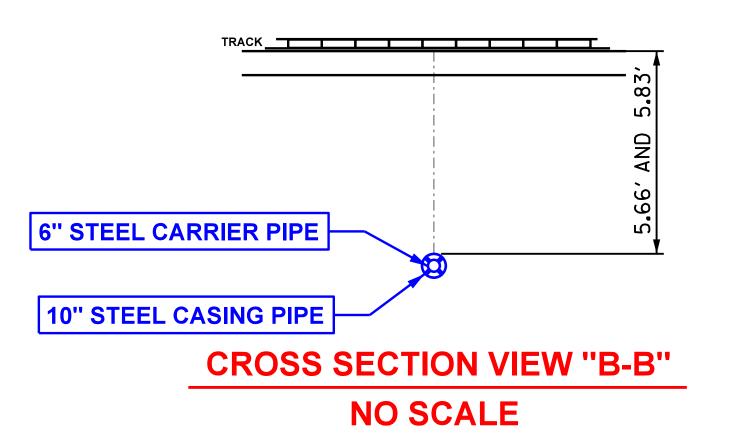
PLAN
SCALE: 1" = 40'-0"





CASING END SEAL DETAIL

NO SCALE



72-20-

OVELIS NATURAL GAS LINE EXTEN
2018 NATURAL GAS SYSTEM IMPROVEMENTS
GUTHRIE, KENTUCKY
FOR
THE CITY OF GUTHRIE, KENTUC
CSX RAILROAD CROSSING

DATE: AUGUST 2018

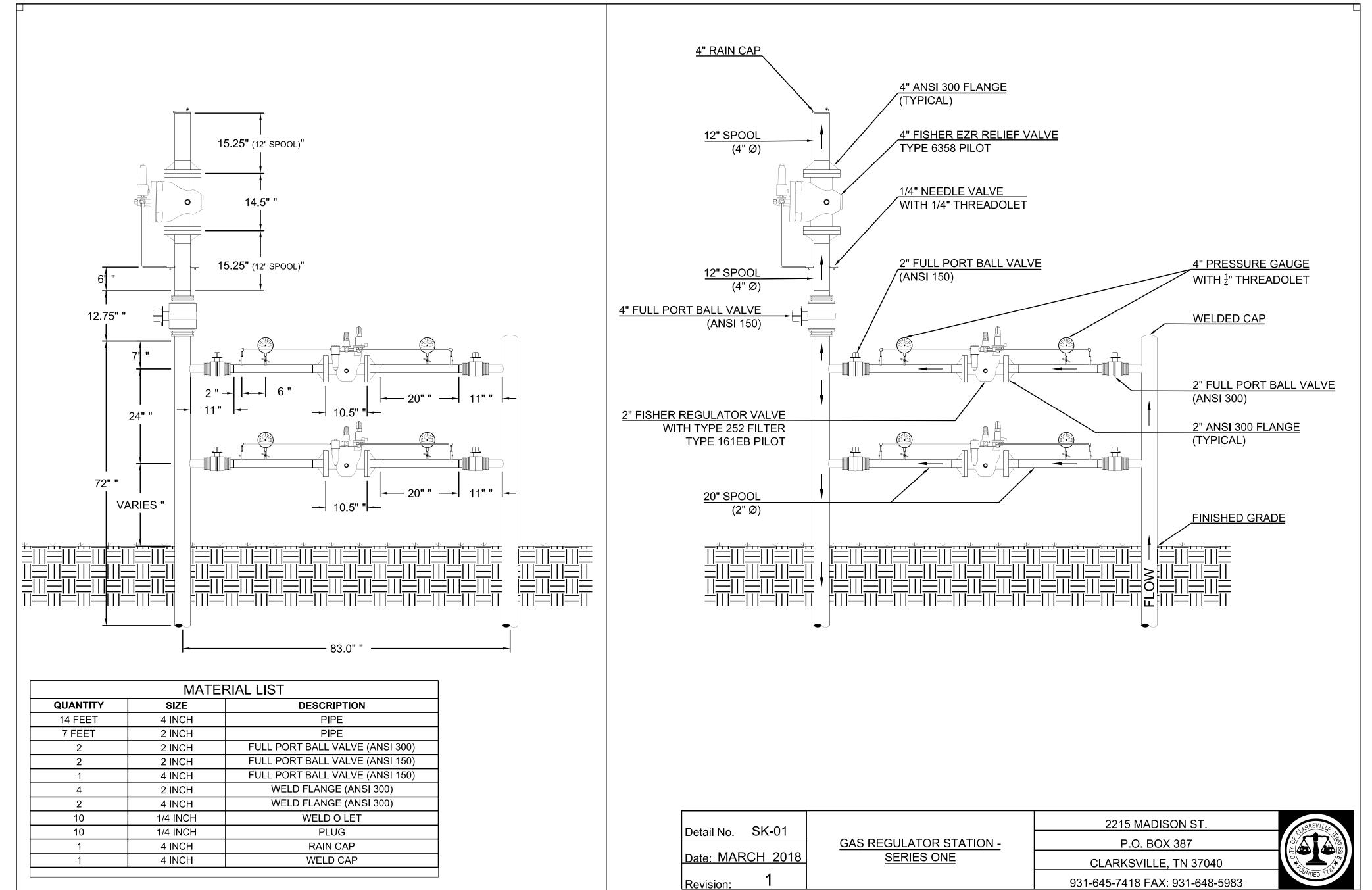
JOB NO. 915102300

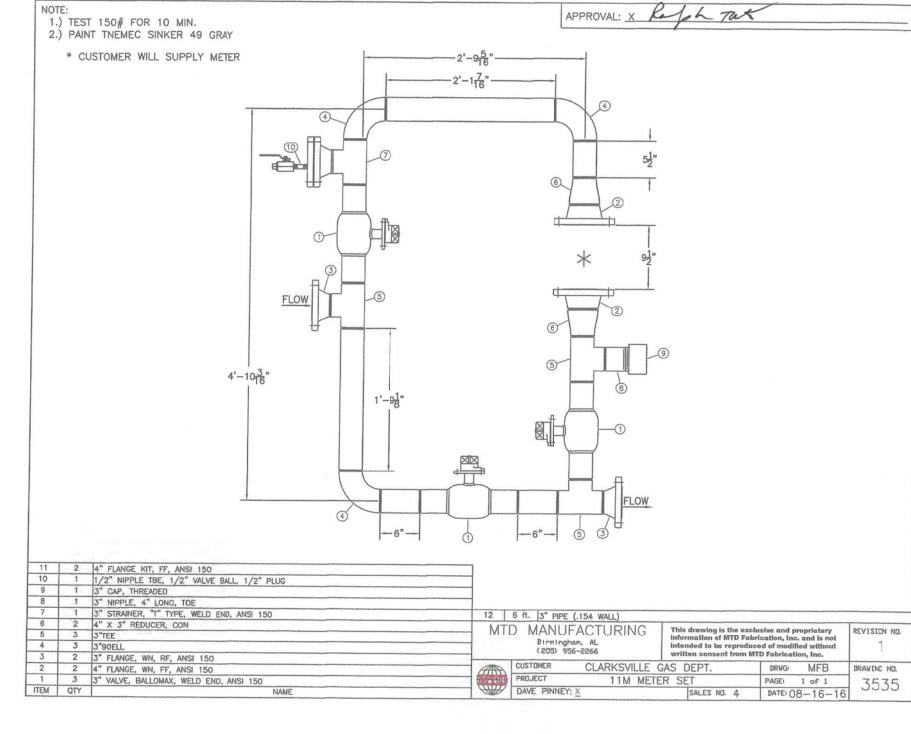
SCALE: AS SHOWN

DRAWING NUMBER









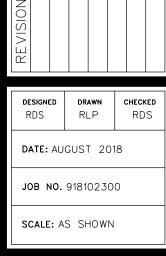
GAS METER RUN DETAIL **NO SCALE**

REGULATOR RUN SCALE : 3/4" = 1'-0"

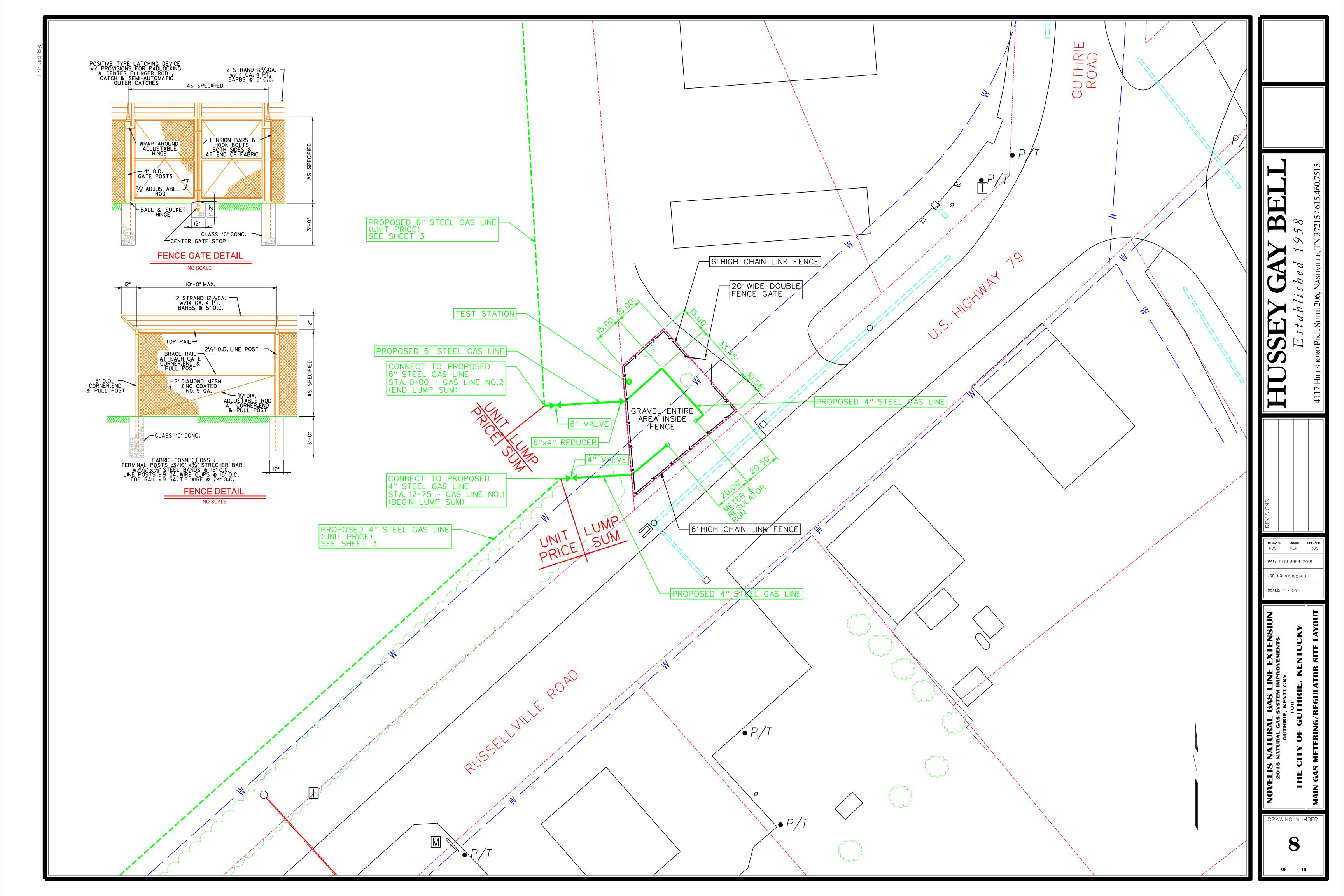
PIPING NOTES

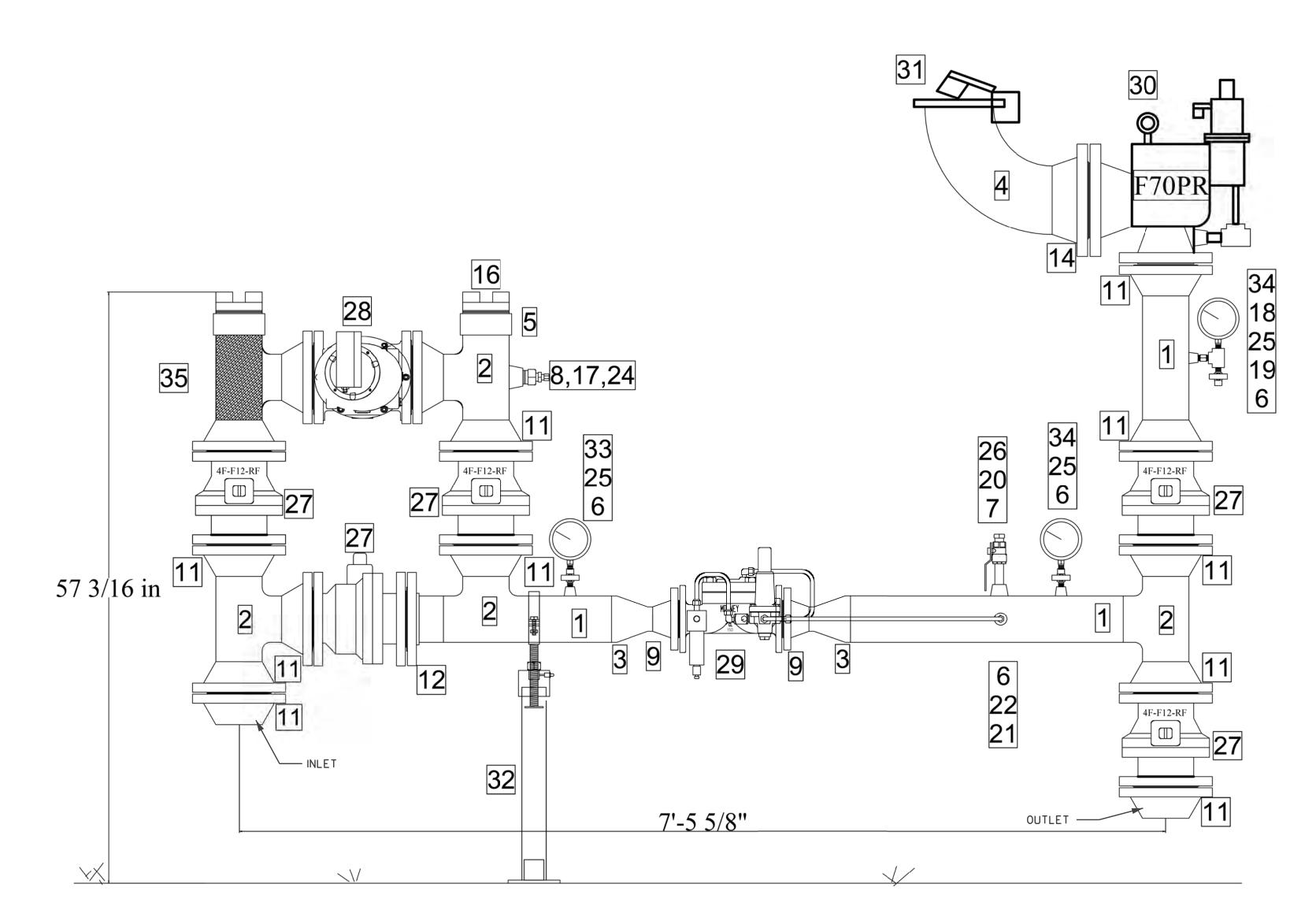
ALL GAS PIPING, VALVES, FITTINGS, IN PROJECT TO MEET REQUIREMENTS OF ANSI 600 4" STEEL LINE SHALL BE 4.500" O.D. x 0.337" W.T. 3" STEEL LINE SHALL BE 0.350" O.D. x 0.300" W.T. 2" STEEL LINE SHALL BE 2.375" O.D. x 0.218" W.T. THREAD-O-LETS SIZES AND LOCATIONS AS REQUIDED FOR REGULATOR SENSING LINES

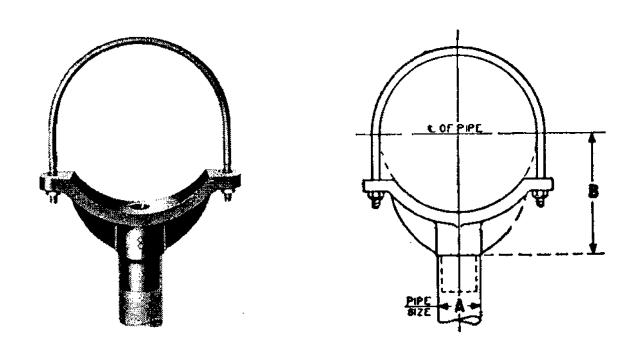
> **ALL PIPING SHALL BE** SEAMLESS API 5L X42, **SCHEDULE 80**



MCGHEE **ENGINEERING**





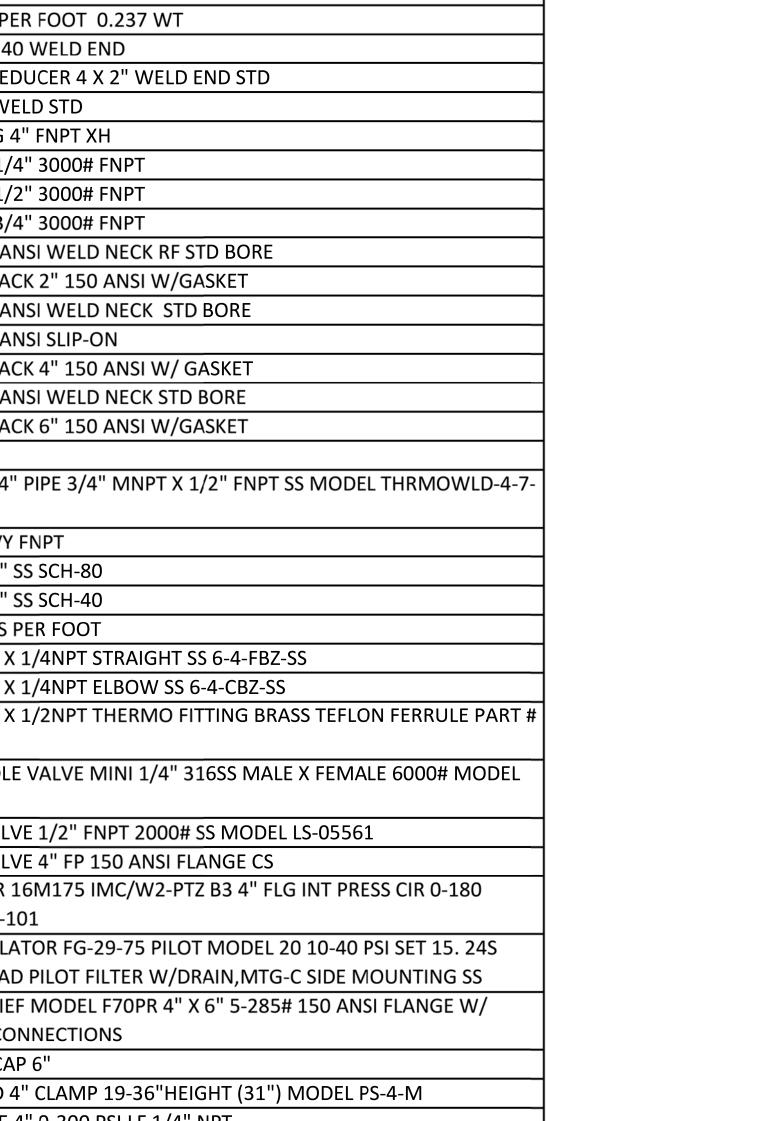


REGULATOR & METER (FACILITY NO. 2 BID SCHEDULE) NO SCALE

	pipe size	wgt (approx) Ibs each	A	В
•	4	10.8	3	4 ³ / ₁₆
	5	12.1	3	413/16
	6	12.7	3	5 ⁷ / ₁₆
-	8	21.3	3	6 ¹⁵ / ₁₆
	10	25.7	3	8 ⁷ / ₁₆
	12	31.2	3	915/16

PIPE SUPPORT NO SCALE

ltem	Description
1	PIPE 4" SCH-40 PER FOOT 0.237 WT
2	TEE 4" STD SCD 40 WELD END
3	CONCENTRIC REDUCER 4 X 2" WELD END STD
4	ELBOW 6" 90° WELD STD
5	HALF COUPLING 4" FNPT XH
6	THREAD O LET 1/4" 3000# FNPT
7	THREAD O LET 1/2" 3000# FNPT
8	THREAD O LET 3/4" 3000# FNPT
9	FLANGE 2" 150 ANSI WELD NECK RF STD BORE
10	BOLT FLANGE PACK 2" 150 ANSI W/GASKET
11	FLANGE 4" 150 ANSI WELD NECK STD BORE
12	FLANGE 4" 150 ANSI SLIP-ON
13	BOLT FLANGE PACK 4" 150 ANSI W/ GASKET
14	FLANGE 6" 150 ANSI WELD NECK STD BORE
15	BOLT FLANGE PACK 6" 150 ANSI W/GASKET
16	PLUG 4" STD
	THERMOWELD 4" PIPE 3/4" MNPT X 1/2" FNPT SS MODEL THRMOWLD-4-7-
17	5
18	TEE 1/4" XHEAVY FNPT
19	NIPPLE 1/4" X 3" SS SCH-80
20	NIPPLE 1/2" X 4" SS SCH-40
21	TUBING 3/8in SS PER FOOT
22	PARKER 3/8TBE X 1/4NPT STRAIGHT SS 6-4-FBZ-SS
23	PARKER 3/8TBE X 1/4NPT ELBOW SS 6-4-CBZ-SS
	PARKER 1/4TBE X 1/2NPT THERMO FITTING BRASS TEFLON FERRULE PART #
24	4-8-FH4BZ-B-TF
	BELL GAS NEEDLE VALVE MINI 1/4" 316SS MALE X FEMALE 6000# MODEL
25	MHS-MFG-14
26	BALON BALL VALVE 1/2" FNPT 2000# SS MODEL LS-05561
27	BALON BALL VALVE 4" FP 150 ANSI FLANGE CS
	ROOTS DRESSER 16M175 IMC/W2-PTZ B3 4" FLG INT PRESS CIR 0-180
28	MODEL 057483-101
	MOONEY REGULATOR FG-29-75 PILOT MODEL 20 10-40 PSI SET 15. 24S
29	RESTRICTOR,30AD PILOT FILTER W/DRAIN,MTG-C SIDE MOUNTING SS
	FLOW SAFE RELIEF MODEL F70PR 4" X 6" 5-285# 150 ANSI FLANGE W/
30	FILTER & TEST CONNECTIONS
31	E-G WEATHER CAP 6"
32	TRI- PIPE STAND 4" CLAMP 19-36"HEIGHT (31") MODEL PS-4-M
33	NOSHOK GAUGE 4" 0-300 PSI LF 1/4" NPT
34	NOSHOK GAUGE 4" 0-30 PSI LF 1/4" NPT
35	TRI-STATE METER TEST STRAINER SL-4 4" 150 ANSI FLANGED





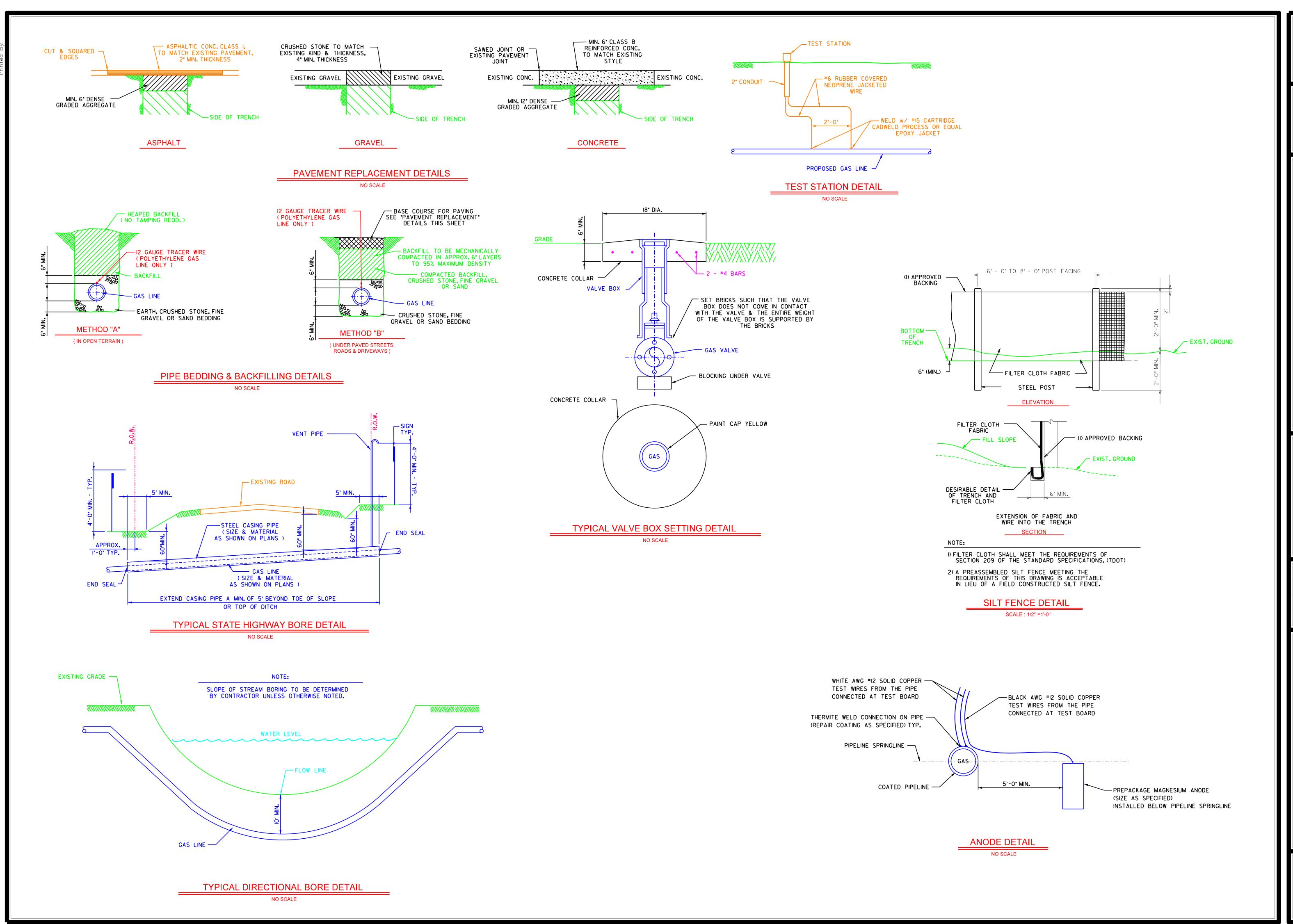
DATE: AUGUST 2018

JOB NO. 918102300

SCALE: AS SHOWN

PRAWING NUMBER





MCGHEE **ENGINEERING**

DATE: AUGUST 2018 JOB NO. 918102300

SCALE: AS SHOWN

PRAWING NUMBER