
CITY OF NEWPORT



MONMOUTH STREET STAMPED CONCRETE PAVEMENT / PAVER REPLACEMENT

BID NOTICE AND SPECIFICATIONS

2017

Dated: November 21, 2017

Table of Contents

I.	General Information	3
II.	Invitation To Bidders	4
III.	Information for Bidders	6
IV.	Bid Bond Form.....	12
V.	Bid for Unit Price Contracts.....	13
VI.	Certification of Bidder Regarding Equal Employment Opportunity	16
VII.	Certification of Bidder Regarding Section 3	18
VIII.	Contractor Section 3 Plan.....	19
IX.	Certification by Proposed Subcontractor Regarding Equal Employment Opportunity	24
X.	Certification of Proposed Subcontractor Regarding Section 3.....	26
XI.	Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements	27
XII.	Contract Form	29
XIII.	Bonding Requirements	31
XIV.	Certificate of Owner's Attorney	32
XV.	General Conditions Table of Contents	33
XVI.	General Conditions Including Federal Labor Standards Provisions	34
XVII.	Supplemental General Conditions Including Equal Opportunity Provisions.....	62

*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:

The City of Newport, Kentucky, wishes to execute an enhancement to the current streetscape along the East and West sides of Monmouth Street from the intersections of 11th Street, northward two block to the intersection of 9th and Monmouth, and including a portion of 10th Street from Monmouth Street to Orchard Street to the west, in the City of Newport, Kentucky, Campbell County.

The entire project includes painting of all publicly owned amenities (lamp posts, benches, trash cans, rails, etc), LED lighting replacement, and replacement of brick pavers. This Bid Specification is specific to paver replacement portion of the project. Bid pricing should be provided for each section: 1. Along both sides of the Monmouth Street from 10th to 11th Streets; 2. The Red Bike area in the 900 block of Monmouth Street; and 3. Along both sides of Monmouth Street from Ninth Street to Tenth Street and along the north side Tenth to Orchard. Final scope of work will be based on cost and funding availability.

Location (Recipient)

Generally, Monmouth Street from 9th to 11th Street, and 10th Street from Monmouth Street to Orchard Street, Newport, Kentucky 41071

List of Contracts

Stamped Concrete Pavement / Paver Replacement

Grant No.

CDBG Program Income

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

Any and all questions dealing with this proposal should be reduced to writing and faxed to Amy Able, City Clerk at (859) 292-3669 or emailed to able@newportky.gov by no later than noon on Wednesday December 13, 2017. Attempts will be made to answer all inquiries within two business days of receipt. Potential bidders are responsible for checking back at www.newportky.gov or with the office of the City Clerk for any addendum or corrections that may be issued. Potential bidders may choose to register with the City Clerk to receive notification of such addenda or corrections.

II. INVITATION TO BIDDERS LEGAL NOTICE

SEALED PROPOSALS will be received by the City of Newport, Kentucky, in the Office of the City Clerk located at 998 Monmouth Street, 2nd Floor, Newport, Kentucky, 41071, until 10 o'clock (10:00) a.m. EDT, on Friday December 15, 2017 and then publicly opened and read aloud in the Multi-Purpose Room, 1st Floor of the Newport Municipal Building at 998 Monmouth for the:

“Monmouth Street Stamped Concrete/ Paver Replacement”

Copies of the text of the Bid Documents may be obtained or examined in the Office of the City Clerk, 998 Monmouth Street, 2nd Floor, Newport, Kentucky 41071 or at www.newportky.gov . Hard Copies of the Plan Sheets and Specifications for this work are available from James W. Berling Engineering, PLLC, 1671 Park Rd., Suite One, Ft. Wright KY 41011, at a cost of \$50 per set.

A Pre-Bid Conference will be held at the City of Newport, Kentucky, in the Multi-Purpose Room located at 998 Monmouth Street, 1st Floor, Newport, Kentucky, 41071 on Friday December 8, at 10:00 AM, EDT. All prospective Bidders should attend the Pre-Bid Conference for the purpose of discussing the project and the federal program requirements, however it is **not** mandatory.

Pursuant to specifications on file in the Office of the City Clerk of the City of Newport two copies of proposals are to be submitted in a sealed envelope labeled as follows:

“Monmouth Street Stamped Concrete / Paver Replacement”

Successful vendor must be an Equal Employment Opportunity Employer, which prohibits discrimination because of race, creed, color, national origin, sex, age, handicap, political affiliation or beliefs. The City of Newport is an Equal Employment Opportunity Employer. In addition, the successful vendor must obtain an Occupational License from the City Finance and Administration Department prior to commencing work.

Each bidder must deposit with his bids, security in the amount of ten (10%) percent in the form of bid bond or certified check, subject to the conditions provided in the information for bidder. Attention of bidder is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

The successful bidder will be required to comply with all E.E.O. requirements, the Davis-Bacon Act, the Copeland Act and Presidential Executive Orders 11246, 11063 and 11375.

The work to be performed under this contract is on a project assisted under a program and providing direct 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. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to the business concerns which are located in or owned in substantial part by persons residing in the project area.

The Contractor shall, to the extent practicable, maximize the immediate creation of new employment opportunities to individuals who are long-term unemployment and/or low income citizens. Additionally, to the extent practicable, the contractor will provide employment opportunities to minorities and women in proportion to their presence among the unemployed population of this area. The Contractor must maintain records which contain information of employment opportunities provided as a result of this contract, with separate identification by race, sex, and ethnicity and to report that information to the City.

The City of Newport will award the contract to the lowest responsible vendor. The City reserves the right to reject any or all proposal and to waive any informalities or irregularities in the proposals received.

Any and all questions dealing with this proposal should be reduced to writing and faxed to Amy Able, City Clerk at (859) 292-3669 or emailed to aable@newportky.gov by no later noon on Wednesday December 13, 2017. Attempts will be made to answer all inquiries within two business days of receipt. Potential bidders are responsible for checking back at www.newportky.gov or with the office of the City Clerk for any addendum or corrections that may be issued. Potential bidders may choose to register with the City Clerk to received notification of such addenda or corrections.

CITY OF NEWPORT, KENTUCKY
Amy Able, City Clerk

Published on November 30, 2017

III. Information for Bidders

The City of Newport, Kentucky, hereby requests bid proposals for the provision of Stamped Concrete Pavement to replace existing brick pavers by the City as indicated below. All supplies shall be delivered in accordance with the terms and conditions of this proposal.

1. All price quotations submitted by a vendor must include all associated costs. Such costs include, but are not limited to, the following:
 - a. Delivery to a location specified by the City.
 - b. Cost of the product.
 - c. Labor costs.
2. The City Reserves the right to reject any or all bids, or portions thereof, and to waive any informalities therein, when it is in the best interest of the City.
3. This bid proposal shall be governed in all respects by the procurement regulations of the City of Newport, the Commonwealth of Kentucky, and the U.S. Department of Housing and Urban Development. No term or condition of any vendor shall be effective if contrary to these regulations.
4. Each bidder must deposit with his bids, security in the amount of ten (10%) percent in the form of bid bond or certified check, subject to the conditions provided in the information for bidder. Attention of bidder is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.
5. The successful bidder will be required to comply with all E.E.O. requirements, the Davis-Bacon Act, the Copeland Act and Presidential Executive Orders 11246, 11063 and 11375. There will be no state prevailing wage requirements for this project.
6. The work to be performed under this contract is on a project assisted under a program and providing direct 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. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to the business concerns which are located in or owned in substantial part by persons residing in the project area.
7. The Contractor shall, to the extent practicable, maximize the immediate creation of new employment opportunities to individuals who are long-term unemployment and/or low income citizens. Additionally, to the extent practicable, the contractor will provide employment opportunities to minorities and women in proportion to their presence among the unemployed population of this area. The Contractor must maintain records which contain information of employment opportunities provided as a result of this contract, with separate identification by race, sex, and ethnicity and to report that information to the City.

8. All price proposals shall be valid for sixty (60) days from the date the sealed bids are opened.
9. It is the intent of the City to award supply contracts to vendors submitting the lowest and best unit price for each supply category for the period through June 30, 2018. No other vendor will be solicited unless:
 - a. The vendor cannot supply the requested supply item in accordance with the amount and/or time limit required by the City.
 - b. An emergency situation exists.
10. Estimated volumes of supplies are enclosed. These estimates are not firm, however, and the City may actually order more or less as necessary to meet its needs. Unit pricing shall be in accordance with the rate schedule provided below.
11. Vendor shall include in a bid a number of days from date order is placed that items will be delivered.
12. All supplies provided under this agreement are subject at all times to the final acceptance of the City, any supplies deemed not acceptable shall be removed/returned at no cost to the City.
13. No order shall be delivered unless:
 - a. A written purchase order has been submitted for the acquisition of supplies.
 - b. A verbal request has been made by the Community Services Department, or their designee.
14. The vendor shall indemnify and hold harmless the City of Newport from any and all claims that arise based on the actions of the vendor in its performance under this agreement. The vendor shall maintain insurance to protect itself from such claims during the period of this agreement, and also name the City as an additional insured.
15. All supplies provided under this agreement shall conform to minimum standards established by the Kentucky Department of Highways. Vendor hereby certifies the conformance of his supplies with these standards.
16. There shall be no "minimum load" or similar qualifying provision submitted on any vendor proposal. Any proposal so submitted may be eliminated at the discretion of the City.
17. All prices submitted shall stay in effect to the City for a period to expire on June 30, 2018.
18. All bids must include any delivery costs in quoted prices. (If a different price is being quoted for items picked up by the city this must be clearly noted on the bid sheet.)
19. Timely delivery of product. Note number of days to deliver and install on bid.
20. When submitting bids, the Bidder shall submit a price sheet with an original signature (not a photocopy), all prices must be printed clearly, no correction fluid or correction tape

shall be used, and no prices shall be marked out and re-written. PLEASE DO NOT SUBMIT A BID WITH "WHITE OUT" ON THE FORM OR YOUR BID WILL BE DISQUALIFIED.

21. Receipt and Opening of Bids:
SEALED PROPOSALS will be received by the City of Newport, Kentucky, in the Office of the City Clerk located at 998 Monmouth Street, 2nd Floor, Newport, Kentucky, 41071, until 10 o'clock (10:00) a.m. EDT, on Friday December 15, 2017 and then publicly opened and read aloud in the Multi-Purpose Room, 1st Floor of the Newport Municipal Building at 998 Monmouth for the Monmouth Street Stamped Concrete/ Paver Replacement Project
22. 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.
23. 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.
24. 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.
25. Subcontracts: 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.
26. Electronic/Facsimile Modification: 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.

27. Method of Bidding: The Owner invites the following bid(s):

Removal of existing brick pavers and installation of colored brick patterned stamped concrete along both sides of sidewalk on Monmouth Street, from 9rd Street to 11th Street and on 10th Street from Monmouth to Orchard Streets in Newport, Kentucky. Preservation of removed pavers in good condition is required. Bid pricing should be provided for each section: 1. Along both sides of the Monmouth Street from 10th to 11th Streets; 2. The Red Bike area in the 900 block of Monmouth Street; and 3. Along both sides of Monmouth Street from Ninth Street to Tenth Street and along the north side Tenth to Orchard. Final scope of work will be based on cost and funding availability.

28. 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.

29. Bid Security: 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 10% 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.

30. Liquidated Damages for Failure to Enter into Contract: 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.

31. Time of Completion and Liquidated Damages: 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 120 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$100 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

32. Conditions of Work: 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.

33. Addenda and Interpretations: No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.
34. Every request for such interpretation should be in writing addressed to Amy Able, City Clerk at (859) 292-3669 or emailed to aable@newportky.gov by no later than noon on Wednesday December 13, 2017. Attempts will be made to answer all inquiries within two business days of receipts. Potential bidders are responsible for checking back at www.newportky.gov or with the office of the City Clerk for any addendum or corrections that may be issued. Potential bidders may choose to register with the City Clerk to receive notification of such addenda or corrections.
35. Security for Faithful Performance: 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.
36. Power of Attorney: 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.
37. Notice of Special Conditions: 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.
38. Laws and Regulations: 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.
39. 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.

40. **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.
41. **Safety Standards and Accident Prevention:** 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, that we, the undersigned, _____
_____ as Principal, and _____ as Surety, are
hereby held and firmly bound unto _____ as owner in the penal sum of
_____ for the payment of which, well and truly to be made, we
hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and
assigns. Signed this _____ day of _____, 20__.

The Condition of the above obligation is such that whereas the Principal has submitted to _____
_____ a certain Bid, attached hereto and hereby made a part hereof to
enter into a contract in writing, for the _____

Now, THEREFORE,

- a. If said Bid shall be rejected, or in the alternate; or
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid...

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

Principal

Surety

SEAL

By: _____

V. Bid for Unit Price Contracts

Place _____

Date _____

Project No. _____

Proposal of _____ (hereinafter called "Bidder")* a corporation organized and existing under the laws of state of _____* a partnership, or an individual doing business as _____ to the City of Newport (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for removal of existing brick pavers and installation of colored brick patterned stamped concrete along both sides of sidewalk on Monmouth Street, from 9th Street to 11th Street and on 10th Street from Monmouth to Orchard Streets in Newport, Kentucky. Preservation of removed pavers in good condition is required. Bid pricing should be provided for each section: 1. Along both sides of the Monmouth Street from 10th to 11th Streets; 2. The Red Bike area in the 900 block of Monmouth Street; and 3. Along both sides of Monmouth Street from Ninth Street to Tenth Street and along the north side Tenth to Orchard. Final scope of work will be based on cost and funding availability.

Having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposal project including the availability of materials and labor, hereby processes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

Bidder 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 120 consecutive calendar day thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$100 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendums:

Notes:

1. Bids shall include sales tax, where required, and all other applicable taxes and fees.
2. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)
3. The displayed unit prices shall include all labor, mobilization, maintenance and traffic control, demolition, removal, materials, overhead, profit, insurance, associated electrical work, etc., to cover the finished work.
4. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.
5. 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.

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following unit prices to the specifications found in Paragraph G. of the Section XVII. Supplemental General Conditions Including Equal Opportunity Provisions:

Item No.	Description	Unit	Est. Quantity	Bid Unit Price	Bid Price
Monmouth Street: 10th to 11th Streets					
1	Removal of all material, including any existing brick pavers, one inch asphalt, four inches concrete and any soil to a depth of eight inches	SF	4,494		
2	Replace with four inches of compacted crushed stone and four inches of 4,000 psi Colored, Stamped Concrete	SF	4,494		
3	Remove existing header curb (three sides within existing brick pavers) around existing tree wells	EA	8		
4	Replace header curb around tree wells with 4,000 psi concrete header curb, six inches wide by eighteen inches deep	EA	8		
5	Remove and Replace Existing concrete sidewalk as determined by Community Services Director with 4,000 psi concrete to a depth of four inches	SF	100		
Alternate No. 1 - Red Bike Area near City Building					
1	Remove all material including any existing brick pavers, one inch asphalt, four inches concrete and any soil and other plant material to a total depth of eight inches and replace with four inches of compacted crushed stone and four inches of 4,000 psi concrete.	SF	104		
2	Remove existing header curb (three sides within existing brick pavers) around existing tree well	EA	1		
3	Replace with four inches of compacted crushed stone subgrade and four inches of 4,000 psi colored, stamped concrete	SF	29		
4	Install approximately three feet of ¾" electrical conduit to existing clock.	EA	1		
Alternate No. 2 - Monmouth Street: 9th to 10th Streets					
1	Removal of all material, including any existing brick pavers, one inch asphalt, four inches concrete and any soil to a depth of eight inches	SF	6,048		

2	Replace with four inches of compacted crushed stone and four inches of 4,000 psi Colored, Stamped Concrete	SF	6,048		
3	Remove existing header curb (three sides within existing brick pavers) around existing tree wells	EA	14		
4	Replace header curb around tree wells with 4,000 psi concrete header curb, six inches wide by eighteen inches deep	EA	14		
5	Remove and Replace Existing concrete sidewalk as determined by Community Services Director with 4,000 psi concrete to a depth of four inches	SF	100		
6	Remove all material including any existing brick pavers, one inch asphalt, four inches concrete, and any soil to a depth of eight Inches within the courtyard area at the entrance to the City Building at the west corner of Monmouth Street and Tenth Street.	SF	1,512		
7	Replace with four inches of compacted crushed stone subgrade and four inches of 4,000 psi colored, stamped concrete including twelve foot by twelve foot tan square section with black "N" per the plan with specified patterns and colors.	EA	1		

NAME OF AUTHORIZED OFFICIAL*

TITLE

SIGNATURE*

DATE

COMPANY FEDERAL ID#

COMPANY NAME

ADDRESS

CITY/STATE/ZIP CODE

PHONE NUMBER

EMAIL ADDRESS

VI. 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 contract or subcontract subject to the Equal Opportunity Clause.		
Yes	No	
2. All required compliance reports were filed in connection with such contract or subcontract.		
Yes	No	
3. Bidder has filed all compliance reports due under applicable instructions, including Monthly Employment Utilization Report (257)		
Yes	No	None Required
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?		
Yes	No	
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)		
Signature	Date	

VII. Certification of Bidder Regarding Section 3

Name of Prime Contractor

Project Name

Project Number

The undersigned hereby certifies that:

- a) Section 3 provisions are included in the Contract.
- b) If bid exceeds \$100,000, a Contractor Section 3 Plan was prepared and submitted as part of the bid proceedings.

Name and Title of Signer (print or type)

Signature

Date

VIII. Contractor Section 3 Plan

(If bid exceeds \$100,000)

_____(Name of Contractor)_ agrees to implement the following specific affirmative action steps directed at increasing the 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

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 the City/County of _____'s boundaries.

 Company

 Project Name

 Project Number

 EEO Officer-Signature

 Date

TABLE B
Estimated 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				

* 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

IX. Certification by Proposed Subcontractor Regarding Equal Employment Opportunity

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY	
Name of Prime Contractor	Project Number
Instructions	
<p>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.</p> <p>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.</p> <p>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.</p> <p><i>Gender identity</i> and <i>Sexual Orientation</i> have the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and are found at www.dol.gov/ofcccp/LGBT/LGBT_Faq's.html.</p>	

Subcontractor's Certification	
Name and Address of Subcontractor (include zip code)	
1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes___ No___	
2. All required compliance reports were filed in connection with such contract or subcontract. Yes___ No___	
3. Subcontractor has filed all compliance reports due under applicable instructions, including Monthly Employment Utilization Report (257) Yes___ No___ None Required___	
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? Yes___ No___	
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)	
Signature	Date

X. Certification of Proposed Subcontractor Regarding Section 3

Name of Subcontractor

Project Name

Project Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) If bid exceeds \$100,000, a written Section 3 plan was prepared and submitted as part of the bid proceedings.

Name & Title of Signer (print or type)

Signature

Date

XI. 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:

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF:
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners, or officers of the undersigned are:

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state)

NAME	ADDRESS	NATURE OF INTENT
_____	_____	_____
_____	_____	_____
_____	_____	_____

(e) The names, addresses and trade classifications of all other building construction contractors in which undersigned ha a substantial interest (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
_____	_____	_____
_____	_____	_____
_____	_____	_____

Date _____ (Contractor)

By: _____

WARNING

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."

XII. Contract Form

THIS AGREEMENT, made this ____ day of _____, by and between the City of Newport, Kentucky, Herein called "Owner," through Commissioners' Order _____, and _____, a corporation 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:

Removal of existing brick pavers and installation of colored brick patterned stamped concrete along both sides of sidewalk on Monmouth Street from the intersections of 11th Street to the south, to the intersection of 3^d Street to the north, and along the south side of 10th Street from Monmouth Street to the east and Orchard Street to the west, in the City of Newport, Kentucky, Campbell County.

hereinafter called the project, for the sum of _____ and all extra work in connection therewith, under the terms as stated in the General Conditions, Supplemental Conditions and Special Conditions of the Contract attached hereto and incorporated herein by reference as Attachment A; 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 the City's the Community Services Director, 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 Bid Specifications are attached hereto and incorporated herein by reference as Attachments A and B.

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 120 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$100 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.

The CONTRACTOR shall defend, indemnify and hold harmless the OWNER and the OWNER'S commissioners, officers, agents and employees from and against any and all claims, demands, investigations, suits, actions, damages, and liabilities of every kind or nature which in any way arise from or are related to (1) the negligence, gross negligence or willful misconduct of the CONTRACTOR or the CONTRACTOR'S employees or subcontractors or assignees in performing under the Contract; (2) the failure of the CONTRACTOR or the CONTRACTOR'S employees or subcontractors or assignees to comply with federal, state or local laws,

ordinances, regulations, orders or other requirements in performing under the Contract or (3) the breach of or failure to comply with the Contract by the CONTRACTOR or the CONTRACTOR'S employees or subcontractors or assignees. This indemnity shall survive the termination of the Contract.

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.

(Seal)
ATTEST

(Owner)

(Secretary)

By _____

(Witness)

(Title)

(Seal)

(Contractor)

(Secretary)

By _____

(Witness)

(Title)

(Address and Zip Code)

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

XIII. Bonding Requirements

Construction project bids estimated to exceed \$20,000 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 \$20,000 must include:

- (a) **A Bid Bond from each bidder equivalent to ten percent of the bid price.** Each bidder must deposit with his bids, security in the amount of ten (10%) percent in the form of bid bond or certified check.
- (b) **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.
- (c) **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.

XIV. Certificate of Owner's Attorney

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

I have examined the attached Agreement and surety bonds and the manner of execution thereof, and I am of the opinion that the aforesaid Agreement has been duly executed by a proper party thereto, being the City of Newport, Kentucky, acting through its duly authorized representative, being the City Manager, a authorized by appropriate Order of the Board of Commissioners, thus such representative has the full power and authority to execute said Agreement on behalf of such respective party so named, and that the foregoing Agreement constitutes valid and legally binding obligations upon the City executing the same in accordance with the terms, conditions and provisions thereof.

Signature

Date

XV. General Conditions Table of Contents

1. Contract and Contract Documents
2. Definitions
3. Additional Instructions and Details Drawings
4. Shop or Setting Drawings
5. Materials, Services and Facilities
6. Contractor's Title to Materials
7. Inspection and Testing of Materials
8. "Or Equal" Clause
9. Copyrights and Patents
10. Surveys, Permits and Regulations
11. Contractor's Obligations
12. Weather Conditions
13. Protection of Work and Property- Emergency
14. Inspection
15. Reports, Records and Data
16. Superintendence by Contractor
17. Changes in Work
18. Extras
19. Time for Completion and Liquidated Damages
20. Correction of Work
21. Subsurface Conditions Found Different
22. Claims for Extra Cost
23. Right of Owner to Terminate Contract
24. Construction Schedule and Periodic Estimates
25. Payments to Contractor
26. Acceptance of Final Payment Constitutes Release
27. Payments by Contractor
28. Insurance
29. Contract Security
30. Additional or Substitute Bond
31. Assignments
32. Mutual Responsibility of Contractors
33. Separate Contracts
34. Subcontracting
35. Community Services Director's Authority
36. Stated Allowances
37. Use of Premises and Removal of Debris
38. Quantities of Estimate
39. Lands and Rights-of-Way
40. General Guaranty
41. Conflicting Conditions
42. Notice and Service Thereof
43. Provisions Required by Law Deemed Inserted
44. Protection of Lives and Health
45. Subcontracts
46. Conflict of Interest
47. Interest of Member of Congress
48. Other Prohibited Interests
49. Use Prior to Owner's Acceptance
50. Photographs of the Project
51. Suspension of Work
52. Access to Records
53. Federal Labor Standards
54. Anti-Kickback Act

XVI. 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 the Supplemental General Conditions, 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 Community Services Director 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 Community Services Director 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

If appropriate, the Contractor shall submit promptly to the Community Services Director two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Community Services Director and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Community Services Director with two corrected copies. If requested by the Community Services Director the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Community Services Director, 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 Community Services Director in writing of any deviations at the time he furnishes such drawings.

5. Materials, Services and Facilities

- (a) 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.
- (b) 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 Community Services Director, of equal substance and function. It shall not be purchased or installed by the Contractor without the Community Services Director'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 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 way involved in the work. The Contractor 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 Community Services Director 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, Community Services Director and the Owner.

12. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Community Services Director 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 Community Services Director, 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 Community Services Director, in a diligent manner. He shall notify the Community Services Director immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Community Services Director for approval.

Where the Contractor has not taken action but has notified the Community Services Director 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 Community Services Director.

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 Community Services Director 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 Community Services Director, 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.

Provided, further, 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 Community Services Director 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 Community Services Director, 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 Community Services Director 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 Community Services Director of such conditions before they are disturbed. The Community Services Director 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 Community Services Director 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) The Owner shall make progress payments to the Contractor on the basis of a following schedule:
 - i. 30 day progress payments (10% retainage)
 - ii. Final payment following installation inspection and affidavit of payment to any subcontractors.
- (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 15 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 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 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 15 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. The City will require lien release documentation to any subcontractors and vendors before payment shall be made. The project shall be fully bonded.

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 Community Services Director 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 or 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. Community Services Director's Authority

The Community Services Director shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Community Services Director 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 Community Services Director'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 Community Services Director 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 Community Services Director 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 Community Services Director.

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 Community Services Director, 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 Community Services Director, 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 guarantee 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 OMB 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 OMB 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.

XVII. Supplemental General Conditions Including Equal Opportunity Provisions

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

1. Enumeration of Plans, Procedures, Specifications and Addenda

A. Access To Site

- 1) Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- 2) Contractor shall have limited use of Project site for installation. Monmouth Street is a State Roadway and all applicable KYTC Encroachment Permits must be obtained before project start.
- 3) Use of Site: Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - a) Driveways, Walkways and Entrances: Keep driveways, parking garage, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, general public, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - i) Schedule deliveries to minimize use of driveways and entrances by installation operations.
 - ii) Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B. Coordination With Occupants

- 1) Full Owner Occupancy: Owner and general public will occupy site and existing building(s) during entire construction period. Cooperate with Owner, private property owners, and general public during installation operations to minimize conflicts. Perform the Work so as not to interfere with day-to-day operations of businesses. Maintain existing exits unless otherwise indicated.
- 2) Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
- 3) Notify Owner not less than two weeks in advance of activities that will affect operations of businesses.

C. Work Restrictions

- 1) Work Restrictions, General: Comply with restrictions on construction operations.
 - a) Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
 - (1) On-Site Work Hours: Limit work in the existing building to normal business working hours, Monday through Friday, unless otherwise indicated.

- (2) Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
- b) Notify building owner not less than two weeks in advance of proposed utility interruptions.
 - c) Contractor shall cooperate with building owner/occupant with regard to utility interruptions and shall make efforts to accommodate owner/occupants' preferred schedule for utility interruptions.

D. General Warranty

- 1) The Contractor warrants to City of Newport that materials and equipment furnished by the Contractor under the contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by City of Newport the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
 - a) The Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the work in accordance with the Contract Documents:
 - 1. Observations by the Project Manager
 - 2. Payment by City of Newport
 - 3. Use or occupancy of any part of the work by the City of Newport
 - 4. Any inspection, test or approval by others; or
 - 5. Any correction of defective Work by City of Newport
 - b) Failure on the part of the City of Newport to insist on strict performance by the Contractor of any provision of this Contract is not a waiver of City of Newport's rights and/or remedies, nor shall it relieve the contractor from performing any subsequent obligations strictly in accordance with the terms of this Contract.
 - c) The City of Newport may, at its option, waive compliance with any particular Contract requirement. No waiver shall be effective unless in writing and signed by both City of Newport and the Contractor. Written waivers shall be limited to the specified provisions of this Contract specifically referred to herein, and shall not be deemed a waiver of any other provisions. The written waiver shall not constitute a continuing waiver unless it states otherwise.
 - d) Warranty Time All work shall be warranted for one (1) year from the date of Final completion unless specified otherwise.

E. Contract Modification Procedures

- 1) Minor Changes In The Work: Owner will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

- 2) Proposal Requests: Owner-Initiated Proposal Requests: Owner will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - a) Work Change Proposal Requests issued by Owner are not instructions either to stop work in progress or to execute the proposed change.
 - b) Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - i) Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - ii) Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - iii) Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- 3) Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Owner.
 - a) Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - b) Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - c) Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - d) Include costs of labor and supervision directly attributable to the change.
 - e) Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

F. Traffic Control

- 1) GENERAL
 - a) CONTRACTOR shall prevent interference with traffic operations on existing roads. He shall indemnify and save harmless the OWNER from any expenses caused by CONTRACTOR'S operations over these roads.
 - b) Roadways damaged by CONTRACTOR shall be restored to their original condition by the CONTRACTOR subject to approval of the OWNER.
 - c) Temporary roads, walks and parking areas shall be removed by the CONTRACTOR prior to final acceptance and the ground returned to its original condition, unless otherwise required by the Contract Documents or the OWNER.

2) TRAFFIC CONTROLS

- a) All traffic controls shall be in accordance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD). The Contractor's Name and phone number shall be affixed to any devices in the public right-of-way.
- b) Contractor is responsible for development of a temporary traffic control plan. The plan shall contain a location plan or street level map indicating the location of the work zone and include specific information related to the duration and time of work, lane closures, traffic pattern modifications, detours, signage, temporary road plates, etc.
- c) Heavy steel plates used to cover excavated areas in streets shall be secured in an appropriate manner to prevent movement. Use of road plates shall be kept to a minimum.
- d) All streets and trafficways shall be kept open for the passage of traffic and pedestrians during the construction period unless otherwise approved by the Owner or authority having jurisdiction over same.
- e) When required to cross, obstruct or temporarily close a street or trafficway, Contractor shall provide and maintain suitable bridges, detours or other approved temporary measures expedient for the accommodation of traffic. Work may be installed by the open cut method; however, the traffic flow shall be maintained. A minimum of two lanes of traffic shall be kept flowing. Closings shall be for the shortest time practical, and passage shall be restored immediately after completion of backfill and temporary paving or bridging.
- f) Contractor shall give the required advance notice to the fire and police departments of his proposed operations.
- g) Contractor shall give reasonable notice to owners or tenants of private property who may be affected by his operations.
- h) Contractor shall provide signs, signals, barricades, flares, lights and all other equipment, service and personnel required to regulate and protect all traffic, and warn of hazards. All such work shall conform to requirements of the OWNER or authority having jurisdiction. Remove temporary equipment and facilities when no longer required. Restore grounds to original or to specified conditions.
- i) Pavement: When backfill is stabilized in accordance with Kentucky Department of Highways requirements and these Specifications, CONTRACTOR shall replace the street pavement and base with pavement of similar type and equal thickness to the pavement which was removed. The pavement and base shall be constructed in complete accordance with the requirements of the Kentucky Department of Highways and Section 321216.
- j) Contractor shall provide a designated traffic control coordinator for the project who can be contracted 24 hours a day, 7 days a week.

- 3) FLAGMEN
 - a) Provide qualified and suitably equipped flagman when construction operations encroach on traffic lanes, as required for regulation of traffic and in accordance with the requirements of the authority having jurisdiction.
- 4) FLARES AND LIGHTS
 - a) Provide flares and lights during periods of low visibility:
 1. To clearly delineate traffic lanes, to guide traffic and to warn of hazardous areas.
 2. For use by flagmen in directing traffic.
 - b) Provide illumination of critical traffic and parking areas.
- 5) PARKING CONTROL
 - a) Control all CONTRACTOR related vehicular parking within the limits of the Work to preclude interference with public traffic or parking, access by emergency vehicles, OWNERS' operations, or construction operations. Provide temporary parking facilities for the public as may be required because of construction or operations.
 - b) Monitor parking of all construction and private vehicles:
 1. Maintain free vehicular access to and through parking areas.
 2. Prohibit parking on or adjacent to access roads, or in non-designated areas.
- 6) CONTRACTOR'S ACCESS TO THE SITE
 - a) All access to the site for CONTRACTOR'S employees, material, tools, and equipment shall only be through the designated construction entrance approved by the OWNER.
- 7) DESIGNATED PARKING
 - a) No CONTRACTOR employee's personal vehicle shall be allowed to park anywhere other than the areas approved by the OWNER. The CONTRACTOR shall prepare and maintain this area as required
- 8) MAINTENANCE OF ROADS
 - a) CONTRACTOR shall at all times maintain approved access for trucks to loading areas of the construction site and parking facilities. All parking of construction vehicles shall be in approved parking areas.
 - b) CONTRACTOR shall sweep all paved roads, daily if necessary, that are utilized in the execution of the Work.
 - c) CONTRACTOR shall keep the above roads clean and serviceable at all times.
 - d) Dust resulting from construction operations shall be controlled by the CONTRACTOR to prevent a nuisance on the site or in adjacent areas.

G. Specifications:

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"

Copies of the test of the Bid Documents may be obtained or examined in the Office of the City Clerk, 998 Monmouth Street, 2nd Floor, Newport, Kentucky 41071 or at www.newportky.gov. Hard Copies of the Associated Design Plan Sheets and Specifications for this work are available from James W. Berling Engineering, PLLC, 1671 Park Rd., Suite One, Ft. Wright KY 41011, at a cost of \$50 per set.

1. Remove existing sidewalk pavers and replace with poured in place stamped colored concrete on Monmouth Street from Tenth Street to Eleventh Street, proposed Red Bike area as Alternate 1 and from Ninth Street to Tenth Street and along Tenth to Orchard, as Alternate 2.
 - (a) The specification and bid documents are all contained in this booklet. The associated Plans may be obtained from James W. Berling Engineering, PLLC, 1671 Park Rd., Suite One, Ft. Wright KY 41011, at a cost of \$50 per set
 - (b) Remove all material including existing brick pavers, one inch asphalt, four inches of concrete, and any soil to a total depth of eight inches and haul away to contractor's waste area.
 - (c) Inspect subgrade to assure no soft spots exist.
 - (d) Compact subgrade with tamp or vibratory plate to assure good compaction
 - (e) Have subgrade inspected by Community Services Director or representative.
 - (f) Set one-half inch expansion joint of "Ceremar" material flush with surface along existing concrete curb and across concrete sidewalk at approximately 100 foot intervals.
 - (g) Place four inches of compacted crushed stone (dense graded aggregate) to top off at four inches below top of curb.
 - (h) Have crushed stone subgrade inspected by Community Services Director or representative
 - (i) Pour 4,000 psi concrete to a depth of four inches to match the surface of the top of existing curb. Concrete to be colored with ColorFlo Liquid Color 417 Brick Red with a Dark Gray release agent or equal. Twelve foot square at City Building entrance to be colored with ColorFlo Liquid Color 750 Desert Tan with a Walnut release agent) or equal. The "N" with the twelve foot square to be colored with ColorFlo Liquid Color 920 Charcoal or equal.
 - (j) Stamp the wet concrete surface with "Brickform" Pattern FM-5100 including "Soldier Course" Pattern FM-3500 along planters or equal. Twelve foot square at City Building entrance to be stamped with "Regal Ashlar Slate Skin" Pattern or equal.
 - (k) Apply curing compound "super Diamond Clear" or equal as recommended by manufacturer.
 - (l) Protect newly poured for twenty four hours.
 - (m) The Work Area includes all of the sidewalks on both sides of Monmouth Street from Tenth Street to Eleventh Street, proposed Red Bike area as Alternate 1 and from Ninth Street to Tenth Street and along Tenth to Orchard, as Alternate 2.
 - (n) The Contractor must begin work the first week of April and complete all work by June 1, 2018.

The required work and construction includes all of the items described in the above and all other services necessary to complete the reconstruction of the sidewalks along both sides of Monmouth Street from Tenth Street to Eleventh Street, proposed Red Bike area as Alternate 1 and from Ninth Street to Tenth Street and along Tenth to Orchard, as Alternate 2.

ADDENDA:

No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____

2. Special Hazards

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

3. Contractor's and Subcontractor's Public Liability, Vehicle Liability and Property

CONTRACTOR, at its sole cost and expense, shall obtain, and cause any subcontractor to obtain, and shall keep in effect at all time, until the final acceptance of the work by the OWNER, the following policies of insurance and endorsements. Prior to the start of work, CONTRACTOR must provide a certificate of insurance evidencing such coverage.

- (a) Commercial general liability insurance on ISO form CG00011001 (or its equivalent). The limit shall not be less than \$1,000,000 per occurrence, \$ \$2,000,000 aggregate and contain a "per project aggregate" provision.
- (b) Comprehensive owned, non-owned and hired automobile liability insurance with a combined single limit of \$1,000,000.
- (c) A \$1,000,000 umbrella policy if the aggregate contract price exceeds \$50,000. A \$2,000,000 umbrella if the aggregate contract price exceeds \$250,000.
- (d) If the work directly or indirectly involves the storage, transportation, removal or disposal of pollutants, a \$1,000,000 per occurrence Contractors Pollution Liability policy.
- (e) If the work involves any Engineering or design services, a \$1,000,000 professional liability policy.
- (f) A builder's risk policy or installation coverage sufficient to cover the materials at risk on the jobsite.
- (g) The City of Newport (OWNER) must be named as an additional insured via ISO forms CG20100704 and CG20370704 (or their equivalent). The coverage afforded must be primary and non-contributory with respect to any other insurance available to the OWNER.

(h) Workers compensation coverage applicable to the state of Kentucky (Ohio Bureau of Workers Compensation coverage is not acceptable).

(i) Thirty (30) days' notice of cancellation.

4. 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:

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

See Attachment 2

6. 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.

7. 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.
- (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 <u>Participation</u> 11%	Goals for Female <u>Participation</u> 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 along both sides of sidewalk on Monmouth Street, from 9th Street to 11th Street and on 10th Street from Monmouth to Orchard Streets in Newport, Kentucky. Preservation of removed pavers in good condition is required. Bid pricing should be provided for each section: 1. Along both sides of the Monmouth Street from 10th to 11th Streets; 2. The Red Bike area in the 900 block of Monmouth Street; and 3. Along both sides of Monmouth Street from Ninth Street to Tenth Street and along the north side Tenth to Orchard. Final scope of work will be based on cost and funding availability.

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 Contractors- performing 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.
- (l) 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, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the Contractor's obligations under these specifications are being carried out.

(n) Ensure that all facilities and company activities are non-segregated except that separate or single-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 in subparagraphs 10(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 non-minority. 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).

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

1. 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.
3. 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:
 - a. recruitment, advertising, and job application procedures
 - b. hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - c. rates of pay or any other form of compensation and changes in compensation;
 - d. job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - e. leaves of absence, sick leave, or any other leave;
 - f. fringe benefits available by virtue of employment, whether or not administered by the contractor
 - g. 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;
 - h. activities sponsored by the contractor including social or recreational programs; and
 - i. 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:
 - i. 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
 - ii. who customarily and regularly directs the work of two or more other employees therein; and
 - iii. 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
 - iv. who customarily and regularly exercises discretionary powers; and
 - v. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. Wage Rate Determination(s)

See Attached

13. 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.

KY144 Mod 6 (2)

General Decision Number: KY170144 09/29/2017 KY144

Superseded General Decision Number: KY20160144

State: Kentucky

Construction Type: Heavy

County: Campbell County in Kentucky.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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 \$10.20 (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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	05/19/2017
2	07/14/2017
3	08/04/2017
4	08/11/2017
5	09/08/2017
6	09/29/2017

ASBE0008-007 07/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 29.50	16.72

* ELEC0369-008 05/31/2017

	Rates	Fringes
ELECTRICIAN.....	\$ 31.07	16.60

KY144 Mod 6 (2)

ENGI0018-016 05/01/2015

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Backhoe/Excavator/Trackhoe).....	\$ 33.34	14.25

ENGI0181-016 07/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR GROUP 1.....	\$ 31.05	14.65

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Crane; Forklift

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

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

ENGI0181-019 07/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR GROUP 1.....	\$ 31.05	14.65
GROUP 2.....	\$ 28.28	14.65
GROUP 3.....	\$ 28.71	14.65
GROUP 4.....	\$ 27.97	14.65

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Drill; Pumpcrete; Roller (Bituminous)

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

GROUP 3 - Articulating Truck Operator

KY144 Mod 6 (2)

GROUP 4 - Pump; Roller (Earth)

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

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

IRON0044-005 06/01/2017

	Rates	Fringes
IRONWORKER (STRUCTURAL AND REINFORCING).....	\$ 27.60	20.10

IRON0070-011 06/01/2017

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.30	21.85

LAB00189-016 07/01/2015

	Rates	Fringes
LABORER		
Concrete Worker & Grade Checker.....	\$ 22.30	12.46
Tamper(Hand Held/Walk Behind).....	\$ 22.55	12.46

LAB00265-005 05/01/2015

	Rates	Fringes
LABORER		
Concrete Saw (Hand Held/Walk Behind) & Pipelayer.....	\$ 28.89	9.85
Flagger & Landscape.....	\$ 28.72	9.85

KY144 Mod 6 (2)

SUKY2011-021 06/25/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 24.80	8.76
LABORER: Common or General.....	\$ 22.24	9.63
LABORER: Concrete Finishing.....	\$ 25.75	8.60
OPERATOR: Bulldozer.....	\$ 28.04	13.00
OPERATOR: Loader.....	\$ 26.68	13.00
OPERATOR: Mechanic.....	\$ 28.60	11.83
OPERATOR: Oiler.....	\$ 24.34	13.00
OPERATOR: Trencher.....	\$ 26.27	12.37
TRUCK DRIVER: Dump Truck.....	\$ 17.82	3.26

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

KY144 Mod 6 (2)

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

KY144 Mod 6 (2)

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