

Project Manual for:

Greenfield 2024 CDBG Water Meter Replacement

PO: 16693
Bid# G-2025-1

City of Greenfield

Cindy McAdams, Mayor

Jeff Hansen, Alderman

Donald Ray High, Alderman

Leanna Stephenson, Alderman

Brad Borneman, Alderman

Mark Galey, Alderman

Rayann Ewing, Alderman

Jaye Massey, Alderman

PREPARED BY:



RYE
ENGINEERING PLC

City of Greenfield Approval

Cindy McAdams
Mayor - Cindy McAdams

Robert Rodriguez
Public Works Director - Robert Rodriguez

March 2026

Set Number _____

TRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

TO

CITY OF GREENFIELD

Greenfield 2024 CDBG Water Meter Replacement



03/19/2026

TO BID, CONTRACTOR MUST OBTAIN FROM ISSUING OFFICE

SPECIFICATIONS

The Work consists of a system-wide replacement of existing water meters within the City of Greenfield's service area with new Automated Meter Reading (AMR) water meters.

City of Greenfield

List of Contracts

Greenfield 2024 CDBG Water Meter Replacement
PO 16693

G-2025-1

Rye Engineering, PLC
4210 West Main Street
Erin, TN 37061

ADVERTISEMENT FOR BIDS

Project No. PO 16693 & G-2025-1

City of Greenfield, TN (Owner)

Separate sealed bids for Greenfield 2024 CDBG Water Meter Replacement for
a system-wide replacement of existing water meters within the City of Greenfield's service area
will be received by City of Greenfield
at the office of Greenfield City Hall 302 N Front St, Greenfield, TN 38230
until 1:00 o'clock P.M., C.S.T. April 23rd, 2026 and then at said
office publicly opened and read aloud.

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

Online at ryeengineering.com or at the Issuing Office, Monday through Friday between the hours of 8:30 am - 4:00 pm

and may obtain copies of the Bidding Documents as described below.

Copies may be obtained at the office of Rye Engineering, PLC
located at 4210 West Main Street, Erin, TN 37061 upon payment of \$ 100.00
for each set. Any unsuccessful bidder, upon returning each set promptly and in good
condition, will be refunded his payment, and any non-bidder upon so returning such a set
will be refunded \$ 100.00.

The owner reserves the right to waive any informalities or to reject any or all bids.

Each bidder must deposit with his bid, security in the amount, form and subject to the
conditions provided in the information for Bidders.

All bidders must be licensed General Contractors as required by the Contractor's
Licensing Act of 1994 of the General Assembly of the State of Tennessee, and qualified
for the type of construction being bid upon.

Attention of bidders is particularly called to the requirements as to conditions of
employment to be observed and minimum wage rates to be paid under the contract,
Section 3, Segregated Facility, Section 109 and E.O. 11246.

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

03/19/2026 (Date) Cindy McAdams, Mayor

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The City of Greenfield (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of

City of Greenfield until 1:00 o'clock P.M.,
C.S.T, April 23rd 20 26, and then at said office publicly
opened and read aloud. The envelopes containing the bids must be sealed,
addressed to Cindy Adams, Mayor at
302 N Front St, Greenfield, TN 38230 and designated as bid
for Greenfield 2024 CDBG Water Meter Replacement.

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 actual date of the opening thereof.

2. Preparation of Bid:

Each bid must be submitted on the prescribed form and accompanied by Certification of Bidder Regarding Equal Employment Opportunity, Acknowledgment Regarding Bidder SAM Registration, Certification of Bidder Regarding Section 3 and Segregated Facilities, and Drug-Free Workplace Affidavit. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, the name of the project for which the bid is submitted, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract, and for the electrical, plumbing, heating, ventilation, and air conditioning contracts, and all other information required by State law..

All bidders must be licensed General Contractors as required by the Contractor's Licensing Act of 1994 of the General Assembly of the State of Tennessee, and qualified for the type of construction being bid upon. Each bidder shall write on the outside of the envelope containing its bid: 1) its Contractor's license number; 2) that part of the classification applying to the bid. If this is not done, the bid will not be opened.

3. 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
- b. Must submit Certification by Proposed Subcontractor Regarding Equal Employment Opportunity, and Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities. Approval of the proposed subcontract award cannot be given by the owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the bidder is not required to attach such Certifications by proposed subcontractors to his/her bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification:

Any bidder may modify his/her bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic 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 not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding:

The Owner invites the following bid(s):

6. Qualification of Bidder:

The Owner may make such investigations as s/he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security:

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached thereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining 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 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.

8. Liquidated Damages for Failure to Enter into Contract:

The successful bidder, upon his/her failure to refuse to execute and deliver the contract and bonds required within 10 days after she/he has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.

9. 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 90 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$ 250,000 for each consecutive calendar day thereafter as hereinafter provided in the Supplemental General Conditions.

10. Condition of Work:

Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereof. 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 as will not cause any interruption of or interference with the work of any other contractor.

11. Addenda and Interpretations:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Seth W. Rye, P.E. and Micah Westerman, E.I. at srye@ryeengineering.com and mwesterman@ryeengineering.com and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested or emailed to all prospective bidders (at the respective addresses furnished for such purposes), not later than two days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

12. 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.

13. 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.

14. 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.

15. 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 out in full.

16. Method of Award - Lowest Qualified Bidder:

After receiving bids and determining the amount of funds estimated by the OWNER as available to finance the contract, the OWNER will award the contract to the lowest responsible bidder. The lowest responsible bidder will be determined upon the basis of the lowest base bid or lowest base bid combined with alternates (additive or deductive). If the contract is to be awarded based on the lowest base bid with alternates, alternates will be accepted in the numerical order in which they are listed in the Form of Bid.

17. Obligation of Bidder:

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.

18. 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. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, 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.
- (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 an 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 hand 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 (L.S.)

Surety
By: _____

SEAL

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

BID FOR UNIT PRICE CONTRACTS

Place _____

Date _____

Project No. PO 16693 & G-2025-1

Proposal of _____ (hereinafter called "Bidder")¹ a corporation, organized and existing under the laws of the State of _____, partnership, or an individual doing business as _____.

To the _____ (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a

Entire water meter replacement for the City of Greenfield's water meters _____, 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 proposed project including the availability of materials and labor, hereby proposes 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 90 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$ 250 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 3.c. of the Supplemental General Conditions.

¹ _____
Insert corporation, partnership or individual as applicable.

Bidder acknowledges receipt of the following addendum:

Bidder agrees to perform all the _____ work described in the specifications and shown on the plans, for the following unit prices:

| Item No. | Description | Quantity | Unit | Unit Price | Total Price |
|----------|--|----------|------|--------------------------------------|--------------------------------------|
| 1 | Furnish new ¾" Kamstrup FlowIQ (meter Only) or approved equivalent, according to the specifications. | 1,150 | EA | | |
| | | | | Dollars & Cents | Dollars & Cents |
| | | | | (\$) | (\$) |
| 2 | Furnish new 2" Kamstrup FlowIQ (meter only) or approved equivalent, according to the specifications. | 14 | EA | | |
| | | | | Dollars & Cents | Dollars & Cents |
| | | | | (\$) | (\$) |
| 3 | Replace existing ¾" Meters with new Kamstrup or approved equivalent, AMI Meters. (Any extra digging included) | 1,133 | EA | | |
| | | | | Dollars & Cents | Dollars & Cents |
| | | | | (\$) | (\$) |
| 4 | Replace existing 2" Meters with new Kamstrup or approved equivalent, AMI Meters. (Any extra digging included) | 12 | EA | | |
| | | | | Dollars & Cents | Dollars & Cents |
| | | | | (\$) | (\$) |
| 5 | Allowance for Software Hosting Subscription for first year, AMR Meter Reading Equipment, Miscellaneous Items, and software setup, integration to billing, implementation, training, etc. | 1 | LS | Fifty Thousand Dollars Zero Cents | Fifty Thousand Dollars Zero Cents |
| | | | | Dollars & Cents | Dollars & Cents |
| | | | | (\$ 50,000) | (\$ 50,000) |

(\$)

Total of All Unit Price Items Written (Dollars & Cents)

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

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

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days after the scheduled closing time for receiving bids.

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The bid security attached in the sum of

_____ (\$ _____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted,

By: _____
(Title)

(SEAL - if bid is by a corporation)

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE



Department of Economic and Community Development

Stuart McWhorter
Commissioner

Bill Lee
Governor

January 30, 2026

The Honorable Cindy McAdams
Mayor
302 North Front Street
Greenfield, Tennessee 38230

Re: 2024 Greenfield CDBG – Water Meter Replacement, PO 16693
Letter of Removal of Environmental Condition (LORREC)

Dear Mayor McAdams:

On December 22, 2025, the environmental review record was received in this office. Additional documentation was received through January 30, 2026. It was determined that the above referenced project was exempt under HUD regulations 24 CFR, Part 58, Section 34 (a)(12). There being no valid objections, the grant condition, requiring this project to be environmentally cleared, was removed on January 30, 2026.

You cannot proceed with your project until you have satisfied all contract conditions.

If you have any questions, please call me at (615) 306-0539.

Sincerely,

Allison Fox
CDBG Project Manager

cc: Shannon Cotter
Seth Rye
Allison Fox

CLEARANCE OF LOREC NOTATIONS for P&S APPROVAL

Project Name Greenfield 2024 CDBG Water Meter Replacement

Contract Number PO 16693

Agency, Date and Notation 1:

Response to Notation 1:

Agency, Date and Notation 2:

Response to Notation 2:

Agency, Date and Notation 3:

Response to Notation 3:

This form must accompany Plans and Specifications sent to ECD.

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

CLEARANCE OF LOREC NOTATIONS for P&S APPROVAL

Project Name Greenfield 2024 CDBG Water Meter Replacement

Contract Number PO 16693

Agency, Date and Notation 4:

Response to Notation 4:

Agency, Date and Notation 5:

Response to Notation 5:

Agency, Date and Notation 6:

Response to Notation 6:

This form must accompany Plans and Specifications sent to ECD.

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

CLEARANCE OF LOREC NOTATIONS for P&S APPROVAL

Project Name Greenfield 2024 CDBG Water Meter Replacement

Contract Number PO 16693

Agency, Date and Notation 7:


Response to Notation 7:

Agency, Date and Notation 8:

Response to Notation 8:

Agency, Date and Notation 9:

Response to Notation 9:



Signature, Title

02/17/2026
Date

This form must accompany Plans and Specifications sent to ECD.

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

ACKNOWLEDGEMENT REGARDING BIDDER SAM REGISTRATION

Pursuant to 2 CFR Parts 183 and 215 and the requirement of the U.S. Department of Housing and Urban Development (HUD), contractors procured directly by grantees, sub-grantees, and/or sub-recipients of HUD funds, including CDBG are required to have an active registration in the System of Award Management (SAM). This document shall be completed and submitted as part of the bid proposal.

1. By submitting this proposal, the prospective bidder acknowledges that it must have an active SAM UEI (Unique Entity ID) to be awarded this contract and that without an active SAM UEI the bidder's proposal may be disallowed.
2. By submitting this proposal, the prospective bidder certifies neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
4. Further, the prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the prospective bidder will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
6. It is further agreed that by submitting this proposal, the prospective bidder will include Certification of Subcontractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Provide the following information as detailed in the prospective bidder's SAM registration:

Entity Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SAM Entity ID: _____ Expiration Date: _____

Active Exclusions: Yes No

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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.

Certification by Bidder

Bidder/Firm: _____

Address: _____

City: _____ State _____ Zip _____

- | | | | |
|---|-----|----|-----------|
| 1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. | Yes | No | |
| 2. Compliance reports were required to be filed in connection with such contract or subcontract. | Yes | No | |
| 3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. | Yes | No | None Req. |
| 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? | Yes | No | |

Bidder Name: _____

Title: _____

Signature: _____

Date: _____

CERTIFICATION OF BIDDER REGARDING USE OF FEMALE/MINORITY SUBCONTRACTORS

This certification is required for the contractor to demonstrate that when subcontractors are to be used on this project, an attempt will be made to utilize female/minority owned firms.

Documentation must be on file to show who has been contacted.

Certification by Bidder

Bidder/Firm: _____

Address: _____

City: _____ State _____ Zip _____

I, _____, certify that every attempt was made to utilize female/minority contractors on this project.

Bidder Name: _____ Title: _____

Signature: _____ Date: _____

CERTIFICATION OF SUBCONTRACTOR REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND EXCLUSION

Pursuant to 2 CFR Parts 183, 215, and 2424, and the requirement of the U.S. Department of Housing and Urban Development (HUD), subcontractors for projects that are funded in whole or in part by HUD funds must provide information concerning the entity's debarment, suspension, ineligibility or exclusion status. This document shall be completed and provided to the prime contractor.

1. By signing and submitting this proposal, the prospective lower-tier participant certifies that neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Participant provides the certification set out below:
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
3. Further, the Participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. By submitting this document, it is agreed that should the proposed covered transaction be entered into, the Participant will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.

The subcontracting entity may satisfy the requirement of this document via one of the two options below:

Option 1: SAM.gov Active Registration

Entity Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SAM Entity ID: _____ Expiration Date: _____

Active Exclusions: Yes No

Option 2: Signed Certification

Entity Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Entity Representative: _____ Title: _____

Signature: _____

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

NAME OF PRIME CONTRACTOR: _____

PROJECT NUMBER: PO 16693

The undersigned hereby certifies that

- Section 3 provisions are included in the Contract.
- This grant project exceeds \$200,000 of CDBG assistance, and the contractor will comply with all Section 3 requirements detailed in the CDBG Manual, including:
 - reporting total labor hours worked,
 - reporting total labor hours worked by Section 3 workers,
 - reporting total labor hours worked by Targeted Section 3 workers,
 - Providing documentation of Section 3 worker status as required for all workers for the project under the covered contract.
- No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name & Title of Signer (Print or Type)

Signature

Date

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with _____ government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the Tennessee Code Annotated.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

My commission expires: _____

Notary Public

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: _____

PROJECT NUMBER: PO 16693

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

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

SUBCONTRACTOR'S CERTIFICATION

Subcontractor Name: _____

Address: _____

City: _____ State _____ Zip _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. Yes No None Req.
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? Yes No

Name: _____

Title: _____

Signature: _____

Date: _____

**CERTIFICATION OF PROPOSED SUBCONTRACTOR
REGARDING SECTION 3 AND SEGREGATED FACILITIES**

NAME OF SUBCONTRACTOR: _____

PROJECT NUMBER: PO 16693

The undersigned hereby certifies that

- Section 3 provisions are included in the Contract.
- If contract equals or exceeds \$200,000, the contractor will comply with all Section 3 requirements detailed in the CDBG Manual, including:
 - reporting total labor hours worked,
 - reporting total labor hours worked by Section 3 workers,
 - reporting total labor hours worked by Targeted Section 3 workers,
 - Providing documentation of Section 3 worker status as required for all workers for the project under the covered contract.
- No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.
-

Name & Title of Signer (Print or Type)

Signature

Date

STATEMENT OF COMPLIANCE CERTIFICATE ILLEGAL IMMIGRANT

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

Bidder Name: _____

Address: _____

City: _____ State _____ Zip _____

This is to certify that _____ have fully complied with all the requirements of T.C.A. § 12-3-309, stating:

- (1) No state governmental entity shall contract to acquire goods or services from any person who knowingly utilizes the services of illegal immigrants in the performance of a contract for goods or services entered into with a state governmental entity;
- (2) No person may contract to supply goods or services to a state governmental entity if that person knowingly utilizes the services of illegal immigrants in the performance of a contract to supply goods or services entered into with the state or a state entity.

All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid, that attests that such Bidder shall comply with requirements of T.C.A. § 12-3-309.

Name: _____

Title: _____

Signature: _____

Date: _____

CERTIFICATION OF NON-BOYCOTT OF ISRAEL

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

I certify this statement to be true and correct.

Bidder Name Printed

Date

Signature of Bidder

Company

**IRAN DIVESTMENT
ACT**

In compliance with the Iran Divestment Act (State of Tennessee 2016, Public Chapter No. 817), which became effective on July 1, 2016, certification is required of all bidders on contracts over \$1,000.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party hereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

I affirm, under the penalties of perjury, this statement to be true and correct.

| | |
|------|---------------------|
| Date | Signature of Bidder |
| | Company |

A bid shall not be considered for award nor shall award be made where the foregoing certification has been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. The **City of**

Greenfield may award a bid to a bidder who cannot make the certification, on case-by-case basis, if:

1. The investment activities in Iran were made before July 1, 2016, the investment activities in Iran have not been expanded or reviewed on or after July 1, 2016, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The **City of** Greenfield makes a determination that the goods or services are necessary for the **City of** Greenfield to perform its functions and that, absent such an exemption, the political subdivision will be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



NOTICE

Tenn. Code Ann. § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

For these purposes, the State intends to use the attached list of "Entities determined to be non-responsive bidders/offerers pursuant to the New York State War Divestment Act of 2012."

While inclusion on this list would make a person ineligible to contract with the state of Tennessee, if a person ceases its engagement in investment activities in Iran, it may be removed from the list.

If you feel as though you have been erroneously included on this list please contact the Central Procurement Office at CPO.Website@tn.gov.

List Date: May 4, 2022

Source: <https://www.ogs.ny.gov/iran-divestment-act-2012>

1. Ak Makina, Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat Iran
7. Bank Sepah
8. Bank Tejarat
9. China Precision Machinery Import- Export Corporation (CPMIEC)
10. ChinaOil (China National United Oil Corporation)
11. China National Offshore Oil Corporation (CNOOC)
12. China National Petroleum Corporation (CNPC)
13. Indian Oil Corporation
14. Kingdream PLC
15. Naftiran Intertrade Co. (NICO)
16. National Iranian Tanker Co. (NITC)
17. Oil and Natural Gas Corporation (ONGC)
18. Oil India, Ltd.
19. Persia International Bank
20. Petroleos de Venezuela (PDVSA Petróleo, SA)
21. PetroChina Co., Ltd.
22. Petronet LNG, Ltd.
23. Sameh Azar Tajak Co. (SATCO)
24. Shandong FIN CNC Machine Co., Ltd.
25. Sinohydro Co., Ltd.
26. Sinopec Corp. (China Petroleum & Chemical Corporation)
27. SKS Ventures
28. SK Energy Co., Ltd.
29. Som Petrol AS
30. Unipet (China International United Petroleum & Chemicals Co., Ltd.)
31. Zhuhai Zhenrong Co.

CERTIFICATION OF COMPLIANCE WITH THE BUILD AMERICA, BUY AMERICA ACT (BABA)

This document is used to certify that, as required by the Build America, Buy America (BABA) Act, all of the iron, steel, manufactured products, and construction materials incorporated into an infrastructure project are produced in the United States, unless exempted by a HUD general waiver or a project-/product-specific waiver approved by the Made in America Office (MIAO) at the Office of Management and Budget (OMB).

For covered materials not otherwise exempted from the Buy America Preference (BAP), the undersigned certifies the following:

- All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product;
- All construction materials used in the project are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

All BAP covered materials are noted within these plans and specifications. The signatory shall provide a list of all covered materials using the provided “BABA Covered Materials and Manufactured Goods List” document.

I hereby certify this information is complete and accurate and agree to provide documentation collected on the country of origin for all covered materials I caused to be incorporated into or affixed to an infrastructure project.

| | |
|---------------------|---------|
| Bidder Name Printed | Date |
| Signature of Bidder | Company |

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE



NOTICE

Tenn. Code Ann. § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

For these purposes, the State intends to use the attached list of "Entities determined to be non-responsive bidders/offerers pursuant to the New York State Iran Divestment Act of 2012."

While inclusion on this list would make a person ineligible to contract with the state of Tennessee, if a person ceases its engagement in investment activities in Iran, it may be removed from the list.

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List Date: May 4, 2022

Source: <https://www.ogs.ny.gov/iran-divestment-act-2012>

1. Ak Makina, Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat Iran
7. Bank Sepah
8. Bank Tejarat
9. China Precision Machinery Import- Export Corporation (CPMIEC)
10. ChinaOil (China National United Oil Corporation)
11. China National Offshore Oil Corporation (CNOOC)
12. China National Petroleum Corporation (CNPC)
13. Indian Oil Corporation
14. Kingdream PLC
15. Naftiran Intertrade Co. (NICO)
16. National Iranian Tanker Co. (NITC)
17. Oil and Natural Gas Corporation (ONGC)
18. Oil India, Ltd.
19. Persia International Bank
20. Petroleos de Venezuela (PDVSA Petróleo, SA)
21. PetroChina Co., Ltd.
22. Petronet LNG, Ltd.
23. Sameh Azar Tajak Co. (SATCO)
24. Shandong FIN CNC Machine Co., Ltd.
25. Sinohydro Co., Ltd.
26. Sinopec Corp. (China Petroleum & Chemical Corporation)
27. SKS Ventures
28. SK Energy Co., Ltd.
29. Som Petrol AS
30. Unipec (China International United Petroleum & Chemicals Co., Ltd.)
31. Zhuhai Zhenrong Co.

"General Decision Number: TN20260123 01/02/2026

Superseded General Decision Number: TN20250123

State: Tennessee

Construction Type: Heavy
Including Water and Sewer Line Construction

Counties: Decatur, Dyer, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Lauderdale, McNairy, Obion and Weakley Counties in Tennessee.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Modification Number 0 Publication Date 01/02/2026

ENGI0369-011 05/01/2023

| | Rates | Fringes |
|--------------------------|----------|---------|
| Operating Engineers: | | |
| Bulldozer and Crane..... | \$ 33.15 | 13.62 |

SUTN2009-122 12/02/2009

| | Rates | Fringes |
|---------------------------------|----------|---------|
| ELECTRICIAN..... | \$ 20.06 | 0.00 |
| LABORER: Common or General..... | \$ 9.05 | 1.57 |
| LABORER: Flagger..... | \$ 10.50 | 0.00 |
| LABORER: Pipelayer..... | \$ 12.59 | 0.00 |
| OPERATOR: | | |
| Backhoe/Excavator/Trackhoe..... | \$ 16.76 | 0.00 |
| TRUCK DRIVER: Dump Truck..... | \$ 11.61 | 0.81 |

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 <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classification, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

=====

END OF GENERAL DECISION

..

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Greenfield _____, herein called "Owner", acting herein through its _____, and _____,

STRIKE OUT (a corporation) (a partnership)
INAPPLICABLE (an individual doing business as _____)
TERMS

of _____, County of _____ and State of _____, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows: hereinafter called "the project", for the sum of _____

_____ Dollars (\$ _____) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at this (its or their) own property 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 _____, herein entitled "the Architect/Engineer", and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 90 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$ 250.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 3 of the Supplemental 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 3, "Payments to Contractor", of the Supplemental General Conditions.

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

(Seal)
ATTEST:

(Owner)

(Secretary)

By: _____

(Witness)

(Title)

(Seal)

(Contractor)

(Secretary)

By: _____

(Witness)

(Title)

(Address, City, State, and Zip Code)

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

BONDING AND INSURANCE

1. This Attachment sets forth bonding and insurance requirements for grants. No other bonding and insurance requirements shall be imposed other than those normally required by the grantee.
2. Except as otherwise required by law, a grant that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the grantee to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds \$150,000 (See 2 CFR 200.88). For those contracts or subcontracts exceeding \$150,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:
 - a. 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 bid, execute such contractual documents as may be required within the time specified.
 - b. A performance bond on the part of the contractor for 100 percent of the contract price. 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 the 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.
3. Where the Federal Government guarantees or insures the repayment of money borrowed by the grantee, the Federal agency, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the grantee are not deemed adequate to protect the interest of the Federal Government.
4. Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties (31 CFR 223).

NOTE: AIA Document A311 is acceptable for use as Performance and Payment Bonds.

CERTIFICATE OF OWNER'S ATTORNEY

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

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

Date: _____

**Certification
of
Compliance with Minimum Standards for Accessibility by the Physically Handicapped**

Contract No. PO 16693

Project Name: Greenfield 2024 CDBG Water Meter Replacement

Address: 302 N Front St, Greenfield, TN 38230

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for Making Buildings and Facilities Accessible To and Usable by the Physically Handicapped, Number A-117.1R-1971 (as modified by 41 CFR 101-19.603).

Professional Registrant for the Project:

Seth W. Rye

Legal Name and Address:

Seth W. Rye

4210 West Main Street

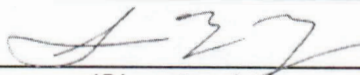
Erin TN 37061

Registration Number:

108804

Name:

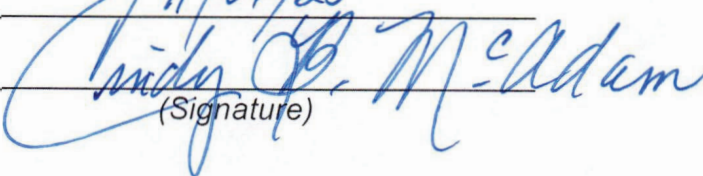
Seth W. Rye


(Signature)

Date:

11/04/25

Local Government Official:


(Signature)

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

Status of Land Acquisition

All permanent easements, land purchases, city/county/state right of ways, Department of Transportation, Corps of Engineers and railroad permits and any other land access agreements must be obtained and recorded (if applicable) with the appropriate agencies prior to ECD approval of plans and specifications.

Please check the following boxes and sign below:

Yes No N/A

 All permanent easements necessary for the construction of this project have been acquired and recorded with the appropriate agency.

 All land acquisition necessary for the construction of this project has been acquired and recorded with the appropriate agency.

 All right-of-ways, permits, and land access agreements necessary for the construction of this project have been acquired and recorded with the appropriate agency(s).

OR

 The construction of this project requires no acquisition of land, permanent easements, right-of-ways, permits or land access agreements.

Shannon S. Cotter Project Administrator

Signature of grantee, engineer/architect,
or project administrator

03/12/2026

Date

**This form must be sent to ECD before we
can approve plans and specifications.**

Community Development Block Grant Program GENERAL CONDITIONS

1. Contract and Contract Documents

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

The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions 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 are 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.

TABLE OF CONTENTS OF GENERAL CONDITIONS

| <u>Article Number</u> | <u>Title</u> | <u>Page</u> |
|---------------------------|--|-------------|
| 1 | DEFINITIONS | 11 |
| 2 | PRELIMINARY MATTERS | 12 |
| 3 | CONTRACT DOCUMENTS; INTENT, AMENDING AND REUSE | 13 |
| 4 | AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS | 14 |
| 5 | BONDS AND INSURANCE | 15 |
| 6 | CONTRACTOR'S RESPONSIBILITIES | 19 |
| 7 | OTHER WORK | 24 |
| 8 | OWNER'S RESPONSIBILITIES | 22 |
| 9 | ENGINEER'S STATUS DURING CONSTRUCTION | 22 |
| 10 | CHANGES IN THE WORK | 25 |
| 11 | CHANGE OF CONTRACT PRICE | 25 |
| 12 | CHANGE OF CONTRACT TIMES | 30 |
| 13 | TESTS AND INSPECTIONS; CORRECTION; REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK | 30 |
| 14 | PAYMENTS TO CONTRACTOR AND COMPLETION | 32 |
| 15 | SUSPENSION OF WORK AND TERMINATION | 34 |
| 16 | DISPUTE RESOLUTION | 35 |
| 17 | MISCELLANEOUS | 35 |

| | | | | | |
|---------|---|----|-----------|---|----|
| 1. | DEFINITIONS | 53 | 3.6 | Supplementing Contract Documents | 56 |
| 1.1 | Addendum | 53 | 3.7 | Reuse of Documents | 57 |
| 1.2 | Agreement | 53 | 4. | AVAILABILITY OF LANDS; SUBSURFACE AND | |
| 1.3 | Application for Payment | 53 | | PHYSICAL CONDITIONS; REFERENCE POINTS | 57 |
| 1.4 | Asbestos | 53 | 4.1 | Availability of Lands | 57 |
| 1.5 | Bid | 53 | 4.2 | Subsurface and Physical Conditions | 57 |
| 1.6 | Bidding Documents | 53 | 4.2.1 | Reports and Drawings | 57 |
| 1.7 | Bidding Requirements | 53 | 4.2.2 | Limited Reliance by CONTRACTOR | |
| 1.8 | Bonds | 53 | | Authorized; Technical Data | 57 |
| 1.9 | Change Order | 53 | 4.2.3 | Notice of Differing Subsurface or | |
| 1.10 | Contract Documents | 53 | | Physical Conditions | 57 |
| 1.11 | Contract Price | 53 | 4.2.4 | ENGINEER's Review | 57 |
| 1.12 | Contract Times | 53 | 4.2.5 | Possible Contract Documents Change | 58 |
| 1.13 | CONTRACTOR | 53 | 4.2.6 | Possible Price and Times Adjustments | 58 |
| 1.14 | defective | 53 | 4.3 | Physical Conditions--Underground | |
| 1.15 | Drawings | 53 | | Facilities | 58 |
| 1.16 | Effective Date of the Agreement | 53 | 4.3.1 | Shown or Indicated | 58 |
| 1.17 | ENGINEER | 53 | 4.3.2 | Not Shown or Indicated | 58 |
| 1.18 | ENGINEER's Consultant | 53 | 4.4 | Reference Points | 58 |
| 1.19 | Field Order | 53 | 4.5 | Asbestos, PCB's, Petroleum, Hazardous | |
| 1.20 | General Requirements | 53 | | Waste or Radioactive Material | 59 |
| 1.21 | Hazardous Waste | 53 | 5. | BONDS AND INSURANCE | 59 |
| 1.22 | Laws and Regulations; Laws or | | 5.1-5.2 | Performance, Payment and Other Bonds... 59 | |
| | Regulations | 53 | 5.3 | Licensed Sureties and Insurers; | |
| 1.23 | Liens | 54 | | Certificates of Insurance | 59 |
| 1.24 | Milestone | 54 | 5.4 | CONTRACTOR's Liability Insurance | 60 |
| 1.25 | Notice of Award | 54 | 5.5 | OWNER's Liability Insurance | 60 |
| 1.26 | Notice to Proceed | 54 | 5.6 | Property Insurance | 60 |
| 1.27 | OWNER | 54 | 5.7 | Boiler and Machinery or Additional | |
| 1.28 | Partial Utilization | 54 | | Property Insurance | 61 |
| 1.29 | PCBs | 54 | 5.8 | Notice of Cancellation Provisions | 61 |
| 1.30 | Petroleum | 54 | 5.9 | CONTRACTOR's Responsibility for | |
| 1.31 | Project | 54 | | Deductible Amounts | 61 |
| 1.32 | Radioactive Material | 54 | 5.10 | Other Special Insurance | 61 |
| 1.33 | Resident Project Representative | 54 | 5.11 | Waiver of Rights | 61 |
| 1.34 | Samples | 54 | 5.12-5.13 | Receipt and Application of Insurance | |
| 1.35 | Shop Drawings | 54 | | Proceeds | 61 |
| 1.36 | Specifications | 54 | 5.14 | Acceptance of Bonds and Insurance; | |
| 1.37 | Subcontractor | 54 | | Option to Replace | 62 |
| 1.38 | Substantial Completion | 54 | 5.15 | Partial Utilization--Property | |
| 1.39 | Supplementary Conditions | 54 | | Insurance | 62 |
| 1.40 | Supplier | 54 | 6. | CONTRACTOR'S RESPONSIBILITIES | 62 |
| 1.41 | Underground Facilities | 54 | 6.1-6.2 | Supervision and Superintendence | 62 |
| 1.42 | Unit Price Work | 54 | 6.3-6.5 | Labor, Materials and Equipment | 62 |
| 1.43 | Work | 54 | 6.6 | Progress Schedule | 62 |
| 1.44 | Work Change Directive | 54 | 6.7 | Substitutes and "Or-Equal" Items; | |
| 1.45 | Written Amendment | 55 | | CONTRACTOR's Expense; | |
| 2. | PRELIMINARY MATTERS | 55 | | Substitute Construction | |
| 2.1 | Delivery of Bonds | 55 | | Methods or Procedures; | |
| 2.2 | Copies of Documents | 55 | | ENGINEER's Evaluation | 63 |
| 2.3 | Commencement of Contract Times; | | 6.8-6.11 | Concerning Subcontractors, Suppliers | |
| | Notice to Proceed | 55 | | and Others; Waiver of Rights | 63 |
| 2.4 | Starting the Work | 55 | 6.12 | Patent Fees and Royalties | 64 |
| 2.5-2.7 | Before Starting Construction; | | 6.13 | Permits | 64 |
| | CONTRACTOR's Responsibility to Report: | | 6.14 | Laws and Regulations | 64 |
| | Preliminary Schedules; | | 6.15 | Taxes | 64 |
| | Delivery of Certificates of | | 6.16 | Use of Premises | 65 |
| | Insurance | 55 | 6.17 | Site Cleanliness | 65 |
| 2.8 | Preconstruction Conference | 55 | 6.18 | Safe Structural Loading | 65 |
| 2.9 | Initially Acceptable Schedules | 55 | 6.19 | Record Documents | 65 |
| 3. | CONTRACT DOCUMENTS: INTENT, | | 6.20 | Safety and Protection | 65 |
| | AMENDING, REUSE | 56 | 6.21 | Safety Representative | 65 |
| 3.1-3.2 | Intent | 56 | 6.22 | Hazard Communication Programs | 65 |
| 3.3 | Reference to Standards and | | 6.23 | Emergencies | 65 |
| | Specifications of Technical Societies; | | 6.24 | Shop Drawings and Samples | 66 |
| | Reporting and Resolving | | 6.25 | Submittal Procedures; | |
| | Discrepancies | 56 | | CONTRACTOR's Review Prior to | |
| 3.4 | Intent of Certain Terms or Adjectives | 56 | | Shop Drawing or Sample Submittal..... | 66 |
| 3.5 | Amending Contract Documents | 56 | | | |

| | | | | | |
|-----------|---|----|-------------|--|----|
| 6.26 | Shop Drawing & Sample Submittals Review by ENGINEER | 66 | 12.4 | Delays Beyond OWNER's and CONTRACTOR's Control | 74 |
| 6.27 | Responsibility for Variation From Contract Documents | 66 | 13. | TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK | 74 |
| 6.28 | Related Work Performed Prior to ENGINEER's Review and Approval of Required Submittals | 66 | 13.1 | Notice of Defects | 74 |
| 6.29 | Continuing the Work | 66 | 13.2 | Access to the Work | 74 |
| 6.30 | CONTRACTOR's General Warranty and Guarantee | 67 | 13.3 | Tests and Inspections; Contractor's Cooperation | 74 |
| 6.31-6.33 | Indemnification | 67 | 13.4 | OWNER's Responsibilities: Independent Testing Laboratory | 74 |
| 6.34 | Survival of Obligations | 67 | 13.5 | CONTRACTOR'S Responsibilities | 74 |
| 7. | OTHER WORK | 67 | 13.6-13.7 | Covering Work Prior to Inspection, Testing or Approval | 74 |
| 7.1-7.3 | Related Work at Site | 67 | 13.8-13.9 | Uncovering Work at ENGINEER's Request | 74 |
| 7.4 | Coordination | 68 | 13.10 | OWNER May Stop the Work | 75 |
| 8. | OWNER'S RESPONSIBILITIES | 68 | 13.11 | Correction or Removal of Defective Work | 75 |
| 8.1 | Communications to Contractor | 68 | 13.12 | Correction Period | 75 |
| 8.2 | Replacement of ENGINEER | 68 | 13.13 | Acceptance of Defective Work | 75 |
| 8.3 | Furnish Data and Pay Promptly When Due | 68 | 13.14 | OWNER May Correct Defective Work | 75 |
| 8.4 | Lands and Easements; Reports and Tests | 68 | 14. | PAYMENTS TO CONTRACTOR AND COMPLETION | 76 |
| 8.5 | Insurance | 68 | 14.1 | Schedule of Values | 76 |
| 8.6 | Change Orders | 68 | 14.2 | Application for Progress Payment | 76 |
| 8.7 | Inspections, Tests and Approvals | 68 | 14.3 | CONTRACTOR'S Warranty of Title | 76 |
| 8.8 | Stop or Suspend Work; Terminate CONTRACTOR's Services | 68 | 14.4-14.7 | Review of Applications for Progress Payments | 76 |
| 8.9 | Limitations on OWNER's Responsibilities | 68 | 14.8-14.9 | Substantial Completion | 77 |
| 8.10 | Asbestos, PCB's, Petroleum, Hazardous Waste or Radioactive Material | 68 | 14.10 | Partial Utilization | 77 |
| 8.11 | Evidence of Financial Arrangements | 68 | 14.11 | Final Inspection | 77 |
| 9. | ENGINEER'S STATUS DURING CONSTRUCTION | 68 | 14.12 | Final Application for Payment | 78 |
| 9.1 | OWNER's Representative | 68 | 14.13-14.14 | Final Payment and Acceptance | 78 |
| 9.2 | Visits to Site | 68 | 14.15 | Waiver of Claims | 78 |
| 9.3 | Project Representative | 69 | 15. | SUSPENSION OF WORK AND TERMINATION | 78 |
| 9.4 | Clarifications and Interpretations | 69 | 15.1 | OWNER May Suspend Work | 78 |
| 9.5 | Authorized Variations in Work | 69 | 15.2-15.4 | OWNER May Terminate | 78 |
| 9.6 | Rejecting Defective Work | 69 | 15.5 | CONTRACTOR May Stop Work or Terminate | 79 |
| 9.7-9.9 | Shop Drawings, Change Orders and Payments | 69 | 16. | DISPUTE RESOLUTION | 79 |
| 9.10 | Determinations for Unit Prices | 69 | 17. | MISCELLANEOUS | 79 |
| 9.11-9.12 | Decisions on Disputes; ENGINEER as Initial Interpreter | 69 | 17.1 | Giving Notice | 79 |
| 9.13 | Limitations on ENGINEER's Authority and Responsibilities | 70 | 17.2 | Computation of Times | 79 |
| 10. | CHANGES IN THE WORK | 70 | 17.3 | Notice of Claim | 80 |
| 10.1 | OWNER Ordered Change | 70 | 17.4 | Cumulative Remedies | 80 |
| 10.2 | Claim for Adjustment | 70 | 17.5 | Professional Fees and Court Costs Included | 80 |
| 10.3 | Work Not Required by Contract Documents | 70 | | | |
| 10.4 | Change Orders | 70 | | | |
| 10.5 | Notification of Surety | 71 | | | |
| 11. | CHANGE OF CONTRACT PRICE | 71 | | | |
| 11.1-11.3 | Contract Price; Claim for Adjustment; Value of the Work | 71 | | | |
| 11.4 | Cost of the Work | 71 | | | |
| 11.5 | Exclusions to Cost of the Work | 72 | | | |
| 11.6 | CONTRACTOR's Fee | 73 | | | |
| 11.7 | Cost Records | 73 | | | |
| 11.8 | Cash Allowances | 73 | | | |
| 11.9 | Unit Price Work | 73 | | | |
| 12. | CHANGE OF CONTRACT TIMES | 73 | | | |
| 12.1 | Claim for Adjustment | 73 | | | |
| 12.2 | Time of the Essence | 74 | | | |
| 12.3 | Delays Beyond CONTRACTOR's Control | 74 | | | |

| <i>Article or Paragraph Number</i> | <i>Article or Paragraph Number</i> |
|--|--|
| Acceptance of-- | |
| Bonds and Insurance | 5.14 |
| defective Work | 10.4.1, 13.13, 13.15 |
| final payment | 9.12, 14.15 |
| insurance | 5.14 |
| other Work, by CONTRACTOR | 7.3 |
| Substitutes and "Or-Equal" Items | 6.7.1 |
| Work by OWNER | 2.5, 6.30, 6.34 |
| Access to the-- | |
| Lands, OWNER and CONTRACTOR | |
| responsibilities | 4.1 |
| site, related work | 7.2 |
| Work, | 13.2, 13.14, 14.9 |
| Acts or Omissions-- , Acts and Omissions-- | |
| CONTRACTOR | 6.9.1, 9.13.3 |
| ENGINEER | 6.20, 9.13.3 |
| OWNER | 6.20, 8.9 |
| Addenda--definition of (also see | |
| definition of Specifications) | (1.6, 1.10, 6.19) 1.1 |
| Additional Property Insurances | 5.7 |
| Adjustments | |
| Contract Price or Contract | |
| Times | 1.5, 3.5, 4.1, 4.3.2, 4.5.2, 4.5.3, 9.4, 9.5, 10.2-10.4, 11, 12, 14.8, 15.1 |
| progress schedule | 6.6 |
| Agreement-- | |
| definition of | 1.2 |
| All risk Insurance, policy form | 5.6.2 |
| Allowances, Cash | 11.8 |
| Amending Contract Documents | 3.5 |
| Amendment, Written-- | |
| in general | 1.10, 1.45, 3.5, 5.10, 5.12, 6.6.2, 6.8.2, 6.19, 10.1, 10.4, 11.2, 12.1, 13.12.2, 14.7.2 |
| Appeal, OWNER or CONTRACTOR | |
| intent to | 9.10, 9.11, 10.4, 16.2, 16.5 |
| Application for Payment-- | |
| definition of | 1.3 |
| ENGINEER's Responsibility | 8.9 |
| final payment | 9.13.4, 9.13.5, 14.12, 14.16 |
| in general | 2.8, 2.9, 5.6.4, 9.10, 15.5 |
| progress payment | 4.1, 14.7 |
| review of | 1.4, 14.7 |
| Arbitration (Optional) | 1.1-16.6 |
| Asbestos-- | |
| claims pursuant thereto | 4.5.2, 4.5.3 |
| CONTRACTOR authorized to stop Work | 4.5.2 |
| definition of | 1.4 |
| OWNER responsibility for | 4.5.1, 8.10 |
| possible price and times change | 4.5.2 |
| Authorized Variations in Work | 3.6, 6.25, 6.27, 9.5 |
| Availability of Lands | 4.1, 8.4 |
| Award, Notice of--defined | 1.25 |
| Before Starting Construction | 2.5-2.8 |
| Bid--definition of | 1.5 |
| (1.1, 1.10, 2.3, 3.3, 4.2.6.4, 6.15, 11.4.3, 11.9.1) | |
| Bidding Documents--definition of | 1.6 (6.8.2) |
| Bidding Requirements--definitions of | 1.7 (1.1, 4.2.6.2) |
| Bonds-- | |
| acceptance of | 5.14 |
| additional bonds | 10.5, 11.4.5.9 |
| Cost of the Work | 11.5.4 |
| definition of | 1.8 |
| delivery of | 2.1, 5.1 |
| final application for payment | 14.12-14.14 |
| general | 1.10, 5.1-5.3, 5.13, 9.13, 10.5, 14.7.6 |
| performance, Payment and Other | 5.1-5.2 |
| Bonds and Insurance--in general | 5 |
| Builder's risk "all risk" policy form | 5.6.2 |
| Cancellation Provisions, Insurance | 5.4.11, 5.8, 5.15 |
| Cash Allowances | 11.8 |
| Certificate of Substantial Completion | 1.38, 6.30.2.3, |
| Certificates of Inspection | 9.13.4, 13.13.4.12 |
| Certificates of Insurance | 2.7, 5.3, 5.4.11, 5.4.13, 5.6.5, 6.8 5.14, 9.13.4, 14.12 |
| Change in Contract Price-- | |
| Cash Allowances | 11.8 |
| claim for price adjustment | 4.1, 4.2.6, 4.5, 5.15, 6.8.2, 9.4, 9.5, 9.11, 10.2, 10.5, 11.2, 13.9, 13.13, 13.14, 15.1, 15.5 |
| CONTRACTOR's fee | 11.6 |
| Cost of the Work | |
| general | 11.4-11.7 |
| Exclusions to | 11.5 |
| Cost Records | 11.7 |
| in general | 1.19, 1.44, 9.11, 10.4.2, 10.4.3, 11 |
| Lump Sum Pricing | 11.3.2 |
| Notification of Surety | 10.5 |
| Scope of | 10.3-10.4 |
| Testing and Inspection, Uncovering the Work | 13.9 |
| Unit Price Work | 11.9 |
| Value of Work | 11.3 |
| Change in Contract Times-- | |
| Claim for times adjustment | 4.1, 4.2.6, 4.5, 5.15, 6.8.2, 9.4, 9.5, 9.11, 10.2, 10.5, 12.1, 13.9, 13.13, 13.14, 14.7, 15.1, 15.5 |
| Contractual time limits | 12.2 |
| Delays beyond CONTRACTOR's control | 12.3 |
| Delays beyond OWNER's and CONTRACTOR's | |
| control | 12.4 |
| Notification of surety | 10.5 |
| Scope of change | 10.3-10.4 |
| Change Orders-- | |
| Acceptance of Defective Work | 13.13 |
| Amending Contract Documents | 3.5 |
| Cash Allowances | 11.8 |
| Change of Contract Price | 11 |
| Change of Contract Times | 12 |
| Changes in the Work | 10 |
| CONTRACTOR's fee | 11.6 |
| Cost of the Work | 11.4-11.7 |
| Cost Records | 11.7 |
| definition of | 1.9 |
| emergencies | 6.23 |
| ENGINEER's responsibility | 9.8, 10.4, 11.2, 12.1 |
| execution of | 10.4 |
| Indemnification | 6.12, 6.16, 6.31, 6.33 |
| Insurance, Bonds and | 5.10, 5.13, 10.5 |
| OWNER may terminate | 15.2-15.4 |
| OWNER's Responsibility | 8.6, 10.4 |
| Physical Conditions-- | |
| Subsurface and, | 4.2 |
| Underground Facilities | 4.3.2 |
| Record Documents | 6.19 |
| Scope of Change | 10.3-10.4 |
| Substitutes | 6.7.3, 6.8.2 |
| Unit Price Work | 11.9 |
| value of Work, covered by | 11.3 |
| Changes in the Work | 10 |
| Notification of surety | 10.5 |
| OWNER's and CONTRACTOR's responsibilities | 10.4 |
| Right to an adjustment | 10.2 |
| Scope of change | 10.3-10.4 |
| Claims-- | |
| against CONTRACTOR | 6.16 |
| against ENGINEER | 6.32 |
| against OWNER | 6.32 |
| Change of Contract Price | 9.4, 11.2 |

*Article or Paragraph
Number*

| | | | |
|---|--|---|--|
| Change of Contract Times | 9.4,12.1 | Reference to Standards and Specifications | |
| CONTRACTOR's | 4, 7.1, 9.4, 9.5, 9.11, 10.2, 11.2, 11.9, 12.1, 14.8, 15.1, 15.5, 17.3 | of Technical Societies | 3.3 |
| CONTRACTOR's Fee | 11.6 | Related Work | 7.2 |
| CONTRACTOR's liability | 5.4, 6.12, 6.16, 6.31 | Reporting and Resolving Discrepancies | 2.5, 8.3 |
| Cost of the Work | 11.4, 11.5 | Reuse of | 3.7 |
| Decisions on Disputes | 9.11, 9.12 | Supplementing | 3.6 |
| Dispute Resolution | 16.1 | Termination of ENGINEER's Employment | 8.2 |
| Dispute Resolution Agreement | 16.1-16.6 | Unit Price Work | 11.9 |
| ENGINEER as initial interpreter | 9.11 | variations | 3.6, 6.23, 6.27 |
| Lump Sum Pricing | 11.3.2 | Visits to Site, ENGINEER's | 9.2 |
| Notice of | 17.3 | Contract Price-- | |
| OWNER's | 9.4, 9.5, 9.11, 10.2, 11.2, 11.9, 12.1, 13.9, 13.13, 13.14, 17.3 | adjustment of | 3.5, 4.1, 9.4, 10.3, 11.2-11.3 |
| OWNER's liability | 5.5 | Change of | 11 |
| OWNER may refuse to make payment | 14.7 | Decision on Disputes | 9.11 |
| Professional Fees and Court Costs Included | 17.5 | definition of | 1.11 |
| request for formal decision on | 9.11 | Contract Times-- | |
| Substitute items | 6.7.1.2 | adjustment of | 3.5, 4.1, 9.4, 10.3, 12 |
| Time Extension | 12.1 | Change of | 12.1-12.4 |
| Time requirements | 9.11, 12.1 | Commencement of | 2.3 |
| Unit Price Work | 11.9.3 | definition of | 1.12 |
| Value of | 11.3 | CONTRACTOR-- | |
| Waiver of--on Final Payment | 14.14, 14.15 | Acceptance of Insurance | 5.14 |
| Work Change Directive | 10.2 | Limited Reliance on Technical Data Authorized | 4.2.2 |
| written notice required | 9.11, 11.2, 12.1 | Communications | 6.2, 6.9.2 |
| Clarifications and Interpretations | 3.6.3, 9.4, 9.11 | Continue Work | 6.29, 10.4 |
| Clean Site | 6.17 | coordination and scheduling | 6.9.2 |
| Codes of Technical Society, Organization or Association | 3.3.3 | definition of | 1.13 |
| Commencement of Contract Times | 2.3 | May Stop Work or Terminate | 15.5 |
| Communications-- | | provide site access to others | 7.2, 13.2 |
| general | 6.2, 6.9.2, 8.1 | Safety and Protection | 4.3, 1.2, 6.16, 6.18, 6.21-6.23, 7.2, 13.2 |
| Hazard Communication Programs | 6.22 | Shop Drawing and Sample Review Prior to Submittal | 6.25 |
| Completion-- | | Stop Work requirements | 4.5.2 |
| Final Application for Payment | 14.12 | CONTRACTOR's-- | |
| Final Inspection | 14.11 | Compensation | 11.1-11.2 |
| Final Payment and Acceptance | 14.13-14.14 | Continuing Obligation | 14.15 |
| Partial Utilization | 14.10 | Defective Work | 9.6, 13.10-13.14 |
| Substantial Completion | 1.38, 14.8-14.9 | Duty to correct defective Work | 13.11 |
| Waiver of Claims | 14.15 | Duty to Report-- | |
| Computation of Times | 17.2.1, 17.2.2 | Changes in the Work caused by | |
| Concerning Subcontractors, | | Emergency | 6.23 |
| Suppliers and Other | 8.5.11 | Defects in Work of Others | 7.3 |
| Conferences-- | | Differing conditions | 4.2.3 |
| initially acceptable schedules | 2.9 | Discrepancy in Documents | 2.5, 3.3.2, 6.14.2 |
| preconstruction | 2.8 | Underground Facilities not indicated | 4.3.2 |
| Conflict, Error, Ambiguity, Discrepancy-- | | Emergencies | 6.23 |
| CONTRACTOR to Report | 2.5, 3.3.2 | Equipment and Machinery Rental, Cost | |
| Construction, before starting by CONTRACTOR | 2.5-2.7 | of the Work | 11.4.5.3 |
| Construction Machinery, Equipment, Etc. | 6.4 | Fee--Cost-Plus | 11.4.5.6, 11.5.1, 11.6 |
| Continuing the Work | 6.29, 10.4 | General Warranty and Guarantee | 6.30 |
| Contract Documents-- | | Hazard Communication Programs | 6.22 |
| Amending | 3.5 | Indemnification | 6.12, 6.16, 6.31-6.33 |
| Bonds | 5.1 | Inspection of the Work | 7.3, 13.4 |
| Cash Allowances | 11.8 | Labor, Materials and Equipment | 6.3-6.5 |
| Change of Contract Price | 11 | Laws and Regulations, Compliance by | 6.14.1 |
| Change of Contract Times | 12 | Liability Insurance | 5.4 |
| Changes in the Work | 10.4-10.5 | Notice of Intent to Appeal | 9.10, 10.4 |
| check and verify | 2.5 | obligation to perform and complete the Work | 6.30 |
| Clarifications and Interpretations | 3.2, 3.6, 9.4, 9.11 | Patent Fees and Royalties, paid for by | 6.12 |
| definition of | 1.10 | Performance and Other Bonds | 5.1 |
| ENGINEER as initial interpreter of | 9.11 | Permits, obtained and paid for by | 6.13 |
| ENGINEER as OWNER's representative | 9.1 | Progress Schedule | 2.6, 2.8, 2.9, 6.6, 6.29, 10.4, 15.2.1 |
| general | 3 | Request for formal decision on disputes | 9.11 |
| Insurance | 5.3 | Responsibilities-- | |
| Intent | 3.1-3.4 | Changes in the Work | 10.1 |
| minor variations in the Work | 3.6 | Concerning Subcontractors, Suppliers and Others | 6.8-6.11 |
| OWNER's responsibility to furnish data | 8.3 | Continuing the Work | 6.29, 10.4 |
| OWNER's responsibility to make | | CONTRACTOR's expense | 6.7.1 |
| prompt payment | 8.3, 14.4, 14.13 | CONTRACTOR's General Warranty and Guarantee | 6.30 |
| precedence | 3.1, 3.3.3 | CONTRACTOR's review prior to Shop Drawing or | |
| Record Documents | 6.19 | Sample Submittal | 6.25 |
| | | Coordination of Work | 6.9.2 |
| | | Emergencies | 6.23 |

ENGINEER's evaluation, Substitutes or "Or-Equal" Items 6.7.3

For Acts and Omissions of Others 6.9.1-6.9.2, 9.13

for deductible amounts, insurance 5.9

general 6, 7.2, 7.3, 8.9

Hazardous Communication Programs 6.22

Indemnification 6.31-6.33

Labor, Materials and Equipment 6.3-6.5

Laws and Regulations 6.14

Liability Insurance 5.4

Notice of variation from Contract Documents 6.27

Patent Fees and Royalties 6.12

Permits 6.13

Progress Schedule 6.6

Record Documents 6.19

related Work performed prior to ENGINEER's approval of required submittals 6.28

safe structural loading 6.18

Safety and Protection 6.20, 7.2, 13.2

Safety Representative 6.21

Scheduling the Work 6.9.2

Shop Drawings and Samples 6.24

Shop Drawings and Samples Review by ENGINEER 6.26

Site Cleanliness 6.17

Submittal Procedures 6.25

Substitute Construction Methods and Procedures 6.7.2

Substitutes and "Or-Equal" Items 6.7.1

Superintendence 6.2

Supervision 6.1

Survival of Obligations 6.34

Taxes 6.15

Tests and Inspections 13.5

To Report 2.5

Use of Premises 6.16-6.18, 6.30, 2.4

Review Prior to Shop Drawing or Sample Submittal 6.25

Right to adjustment for changes in the Work 10.2

right to claim 4, 7.1, 9.4, 9.5, 9.11, 10.2, 11.2, 11.9, 12.1, 13.9, 14.8, 15.1, 15.5, 17.3

Safety and Protection 6.20-6.22, 7.2, 13.2

Safety Representative 6.21

Shop Drawings and Samples Submittals 6.24-6.28

Special Consultants 11.4.4

Substitute Construction Methods and Procedures 6.7

Substitutes and "Or-Equal" Items, Expense 6.7.1, 6.7.2

Subcontractors, Suppliers and Others 6.8-6.11

Supervision and Superintendence 6.1, 6.2, 6.21

Taxes, Payment by 6.15

Use of Premises 6.16-6.18

Warranties and guarantees 6.30, 6.5

Warranty of Title 14.3

Written Notice Required--

CONTRACTOR stop Work or terminate 15.5

Reports of Differing Subsurface and Physical Conditions 4.2.3

Substantial Completion 14.8

CONTRACTORS--other 7

Contractual Liability Insurance 5.4.10

Contractual Times Limits 12.2

Coordination

CONTRACTOR's responsibility 6.9.2

Copies of Documents 2.2

Correction Period 13.12

Correction, Removal or Acceptance of Defective Work

in general 10.4.1, 13.10-13.14

Acceptance of Defective Work 13.13

Correction or Removal of Defective Work 6.30, 13.11

Correction Period 13.12

OWNER May Correct Defective Work 13.14

OWNER May Stop Work 13.10

Cost--

of Tests and Inspections 13.4

Records 11.7

Cost of the Work--

Bonds and insurance, additional 11.4.5.9

Cash Discounts 11.4.2

CONTRACTOR's Fee 11.6

Employee Expenses 11.4.5.1

Exclusions to

General 11.4-11.5

Home office and overhead expenses 11.5

Losses and damages 11.4.5.6

Materials and equipment 11.4.2

Minor expenses 11.4.5.8

Payroll costs on changes performed by Subcontractors 11.4.1

Records 11.7

Rentals of construction equipment and machinery 11.4.5.3

Royalty payments, permits and license fees 11.4.5.5

Site office and temporary facilities 11.4.5.2

Special Consultants, CONTRACTOR's 11.4.4

Supplemental 11.4.5

Taxes related to the Work 11.4.5.4

Tests and Inspection 13.4

Trade Discounts 11.4.2

Utilities, fuel and sanitary facilities 11.4.5.7

Work after regular hours 11.4.1

Covering Work 13.6-13.7

Cumulative Remedies 17.4-17.5

Cutting, fitting and patching 7.2

Data, to be furnished by OWNER 8.3

Day--definition of 17.2.2

Decisions on Disputes 9.11, 9.12

defective definition of 1.14

defective Work--

Acceptance of 10.4.1, 13.13

Correction or Removal of 10.4.1, 13.11

Correction Period 13.12

in general 13, 14.7, 14.11

Observation by ENGINEER 9.2

OWNER May Stop Work 13.10

Prompt Notice of Defects 13.1

Rejecting 9.6

Uncovering the Work 13.8

Definitions 1

Delays 4.1, 6.29, 12-3-12.4

Delivery of Bonds 2.1

Delivery of certificates of insurance 2.7

Determinations for Unit Prices 9.10

Differing Subsurface or Physical Conditions

Notice of 4.2.3

ENGINEER's Review 4.2.4

Possible Contract Documents Change 4.2.6

Possible Price and Times Adjustments 4.2.6

Discrepancies-Reporting and Resolving 2.5, 3.3.2, 6.14.2

Dispute Resolution--

Agreement 16.1-16.6

Arbitration 16.1-16.5

general 16

Mediation 16.6

Dispute Resolution Agreement 16.1-16.6

Disputes, Decisions by ENGINEER 9.11-9.12

Documents--

Copies of 2.2

Record 6.19

Reuse of 3.7

Drawings--definition of 1.15

Easements 4.1

Effective date of Agreement--definition of 1.16

Emergencies 6.23

ENGINEER--

as initial interpreter on disputes 9.11-9.12

definition of 1.17

Limitations on authority and responsibilities 9.13

| | | | |
|--|-------------------------|---|--|
| Replacement of | 8.2 | Special, required by ENGINEER | 9.6 |
| Resident Project Representative | 9.3 | Tests and Approval | 8.7, 13.3-13.4 |
| ENGINEER's Consultant--definition of | 1.18 | Insurance-- | |
| ENGINEER's-- | | Acceptance of, by OWNER | 5.14 |
| authority and responsibility, limitations on | 9.13 | Additional, required by changes | |
| Authorized Variations in the Work | 9.5 | in the Work | 11.4, 5.9 |
| Change Orders, responsibility for | 9.7, 10, 11, 12 | Before starting the Work | 2.7 |
| Clarifications and Interpretations | 3.6.3, 9.4 | Bonds and--in general | 5 |
| Decisions on Disputes | 9.11-9.12 | Cancellation Provisions | 5.8 |
| defective Work, notice of | 13.1 | Certificates of | 2.7, 5, 5.3, 5.4.11, 5.4.13, 5.6.5, 5.8, 5.14, 9.13.4, 14.12 |
| Evaluation of Substitute Items | 6.7.3 | completed operations | 5.4.13 |
| Liability | 6.32, 9.12 | CONTRACTOR's Liability | 5.4 |
| Notice Work is Acceptable | 14.13 | CONTRACTOR's objection to coverage | 5.14 |
| Observations | 6.30.2, 9.2 | Contractual Liability | 5.4.10 |
| OWNER's Representative | 9.1 | deductible amounts, CONTRACTOR's | |
| Payments to the CONTRACTOR, | | responsibility | 5.9 |
| Responsibility for | 9.9, 14 | Final Application for Payment | 14.12 |
| Recommendation of Payment | 14.4, 14.13 | Licensed Insurers | 5.3 |
| Responsibilities-- | | Notice requirements, material | |
| Limitations on | 9.11-9.13 | changes | 5.8, 10.50 |
| Review of Reports on Differing Subsurface | | Option to Replace | 5.14 |
| and Physical Conditions | 4.2.4 | other special insurances | 5.10 |
| Shop Drawings and Samples, review | | OWNER as fiduciary for insured | 5.12-5.13 |
| responsibility | 6.26 | OWNER's Liability | 5.5 |
| Status During Construction-- | | OWNER's Responsibility | 8.5 |
| authorized variations in the Work | 9.5 | Partial Utilization, Property Insurance | 5.15 |
| Clarifications and Interpretations | 9.4 | Property | 5.6-5.10 |
| Decisions on Disputes | 9.11-9.12 | Receipt and Application of Insurance Proceeds | 5.12-5.13 |
| Determination on Unit Price | 9.10 | Special Insurance | 5.10 |
| ENGINEER as Initial Interpreter | 9.11-9.12 | Waiver of Rights | 5.11 |
| ENGINEER's Responsibilities | 9.1-9.12 | Intent of Contract Documents | 3.1-3.4 |
| Limitations on ENGINEER's Authority and | | Interpretations and Clarifications | 3.6.3, 9.4 |
| Responsibilities | 9.13 | Investigations of physical conditions | 4.2 |
| OWNER's Representative | 9.1 | Labor, Materials and Equipment | 6.3-6.5 |
| Project Representative | 9.3 | Lands-- | |
| Rejecting Defective Work | 9.6 | and Easements | 8.4 |
| Shop Drawings, Change Orders and | | Availability of | 4.1, 8.4 |
| Payments | 9.7-9.9 | Reports & Tests | 8.4 |
| Visits to Site | 9.2 | Laws and Regulations--Laws or Regulations-- | |
| Unit Price Determinations | 9.10 | Bonds | 5.1-5.2 |
| Visits to Site | 9.9 | Changes in the Work | 10.4 |
| Written consent required | 7.2, 9.1 | Contract Documents | 3.1 |
| Equipment, Labor, Materials and | 3.3-6.5 | CONTRACTOR's Responsibilities | 6.14 |
| Equipment rental, Cost of the Work | 11.5.3 | Correction Period, defective Work | 13.12 |
| Equivalent Materials and Equipment | 6.7 | Cost of the Work, taxes | 11.4.5.4 |
| Errors or omissions | 6.33 | definition of | 1.22 |
| Evidence of Financial Arrangements | 8.11 | general | 6.14 |
| Explorations of physical conditions | 4.2.1 | Indemnification | 6.31-6.33 |
| Fee, CONTRACTOR's--Costs-Plus | 11.6 | Insurance | 5.3 |
| Field Order-- | | Precedence | 3.1, 3.3.3 |
| definition of | 1.19 | Reference to | 3.3.1 |
| issued by ENGINEER | 3.6.1, 9.5 | Safety and Protection | 6.20, 13.2 |
| Final Application for Payment | 14.12 | Subcontractors, Suppliers and Others | 6.8-6.11 |
| Final Inspection | 14.11 | Tests and Inspections | 13.5 |
| Final Payment-- | | Use of Premises | 6.16 |
| and Acceptance | 14.13-14.14 | Visits to Site | 9.2 |
| Prior to, for cash allowances | 11.8 | Liability Insurance-- | |
| General Provisions | 17.3-17.4 | CONTRACTOR's | 5.4 |
| General Requirements-- | | OWNER's | 5.5 |
| definition of | 1.20 | Licensed Sureties and Insurers | 5.3 |
| principal references to | 2.6, 6.4, 6.6-6.7, 6.24 | Liens-- | |
| Giving Notice | 17.1 | Application for Progress Payment | 14.2 |
| Guarantee of Work by | | Contractor's Warranty of Title | 14.3 |
| CONTRACTOR | 6.30, 14.12 | Final Application for Payment | 14.12 |
| Hazard Communication Programs | 6.22 | definition of | 1.23 |
| Hazardous Waste-- | | Waiver of Claims | 14.15 |
| definition of | 1.21 | Limitations on ENGINEER's authority and | |
| general | 4.5 | responsibilities | 9.13 |
| OWNER's responsibility for | 8.10 | Limited Reliance by CONTRACTOR Authorized | 4.2.2 |
| Indemnification | 6.12, 6.16, 6.31-6.33 | Maintenance and Operating Manuals-- | |
| Initially Acceptable Schedules | 2.9 | Final Application for Payment | 14.12 |
| Inspection-- | | Manuals (of others)-- | |
| Certificates of | 9.13.4, 13.5, 14.12 | Precedence | 3.3.3.1 |
| Final | 14.11 | | |

| | | | |
|---|-----------------------|--|--|
| Reference to in Contract Documents | 3.3.1 | lands and easements | 8.4 |
| Materials and equipment-- | | prompt payment by | 8.3 |
| furnished by CONTRACTOR | 6.3 | replacement of ENGINEER | 8.2 |
| not incorporated in Work | 14.2 | reports and tests | 8.4 |
| Materials or equipment--equivalent | 6.7 | stop or suspend Work | 8.8, 13.10, 15.1 |
| Mediation (Optional) | 16.7 | terminate CONTRACTOR's services | 8.8, 15.2 |
| Milestones--definition of | 1.24 | separate representative at site | 9.3 |
| Miscellaneous-- | | independent testing | 13.4 |
| Computation of Times | 17.2 | use or occupancy of the Work | 5.15, 14.10 |
| Cumulative Remedies | 17.4 | written consent or approval required | 9.1, 6.3, 11.4 |
| Giving Notice | 17.1 | written notice required | 7.1, 9.4, 9.11, 11.2, 11.9, 14.7, 15.4 |
| Notice of Claim | 17.3 | PCBs-- | |
| Professional Fees and Court Costs Included | 17.5 | definition of | 1.29 |
| Multi-prime contracts | 7 | general | 4.5 |
| Not Shown or Indicated | 4.3.2 | OWNER's responsibility for | 8.10 |
| Notice of-- | | Partial Utilization-- | |
| Acceptability of Project | 14.13 | definition of | 1.29 |
| Award, definition of | 1.25 | general | 6.30.2.4, 14.10 |
| Claim | 17.3 | Property Insurance | 5.15 |
| Defects | 13.1 | Patent Fees and Royalties | 6.12 |
| Differing Subsurface or Physical Conditions | 4.2.3 | Payment Bonds | 5.1-5.2 |
| Giving | 17.1 | Payments, Recommendation of | 14.4-14.7, 14.13 |
| Tests and Inspections | 13.3 | Payments to CONTRACTOR and Completion-- | |
| Variation, Shop Drawing and Sample | 6.27 | Application for Progress Payments | 14.2 |
| Notice to Proceed-- | | CONTRACTOR's Warranty of Title | 14.3 |
| definition of | 1.26 | Final Application for Payment | 14.12 |
| giving of | 2.3 | Final Inspection | 14.11 |
| Notification to Surety | 10.5 | Final Payment and Acceptance | 14.13-14.14 |
| Observations, by ENGINEER | 6.30, 9.2 | general | 8.3, 14 |
| Occupancy of the Work | 5.15, 6.30.2.4, 14.10 | Partial Utilization | 14.10 |
| Omissions or acts by CONTRACTOR | 6.9, 9.13 | Retainage | 14.2 |
| "Open peril" policy form, Insurance | 5.6.2 | Review of Applications for Progress | |
| Option to Replace | 5.14 | Payments | 14.4-14.7 |
| "Or Equal" Items | 6.7 | prompt payment | 8.3 |
| Other work | 7 | Schedule of Values | 14.1 |
| Overtime Work--prohibition of | 6.3 | Substantial Completion | 14.8-14.9 |
| OWNER-- | | Waiver of Claims | 14.15 |
| Acceptance of defective Work | 13.13 | when payments due | 14.4, 14.13 |
| appoint an ENGINEER | 8.2 | withholding payment | 14.7 |
| as fiduciary | 5.12-5.13 | Performance Bonds | 5.1-5.2 |
| Availability of Lands, responsibility | 4.1 | Permits | 6.13 |
| definition of | 1.2 | Petroleum-- | |
| data, furnish | 8.3 | definition of | 1.30 |
| May Correct Defective Work | 13.14 | general | 4.5 |
| May refuse to make payment | 14.7 | OWNER's responsibility for | 8.10 |
| May Stop the Work | 13.10 | Physical Conditions-- | |
| may suspend work, | | Drawings of, in or relating to | 4.2.1.2 |
| terminate | 8.3, 13.10, 15.1-15.4 | ENGINEER's review | 4.2.4 |
| Payment, make prompt | 8.3, 14.4, 14.13 | existing structures | 4.2.2 |
| performance of other Work | 7.1 | general | 4.2.1.2 |
| permits and licenses, requirements | 6.13 | Subsurface and, | 4.2 |
| purchased insurance requirements | 5.6-5.10 | Underground Facilities | 4.3 |
| OWNER's-- | | Possible Contract Documents Change | 4.2.5 |
| Acceptance of the Work | 6.30.2.5 | Possible Price and Times Adjustments | 4.2.6 |
| Change Orders, obligation to | | Reports and Drawings | 4.2.1 |
| execute | 8.6, 10.4 | Notice of Differing Subsurface or, | 4.2.3 |
| Communications | 8.1 | Subsurface and | 4.2 |
| Coordination of the Work | 7.4 | Subsurface Conditions | 4.2.1.1 |
| Disputes, request for decision | 9.11 | Technical Data, Limited Reliance by | |
| Inspections, tests and approvals | 8.7, 13.4 | CONTRACTOR Authorized | 4.2.2 |
| Liability Insurance | 5.5 | Underground Facilities-- | |
| Notice of Defects | 13.1 | general | 4.3 |
| Representative--During Construction, | | Not Shown or Indicated | 4.3.2 |
| ENGINEER's Status | 9.1 | Protection of | 4.3, 6.20 |
| Responsibilities-- | | Shown or Indicated | 4.3.1 |
| Asbestos, PCB's, Petroleum, Hazardous | | Technical Data | 4.2.2 |
| Waste or Radioactive Material | 8.10 | Preconstruction Conference | 2.8 |
| Change Orders | 8.6 | Preliminary Matters | 2 |
| Changes in the Work | 10.1 | Preliminary Schedules | 2.6 |
| communications | 8.1 | Premises, Use of | 6.16-6.18 |
| CONTRACTOR's responsibilities | 8.9 | Price, Change of Contract | 11 |
| evidence of financial arrangements | 8.11 | Price, Contract--definition of | 1.11 |
| inspections, tests and approvals | 8.7 | Progress Payment, Applications for | 14.2 |
| Insurance | 8.5 | Progress payment--retainage | 14.2 |

| | | | |
|--|---|--|-------------------------|
| Progress schedule, CONTRACTOR's | 2.6, 2.8, 2.9, 6.6, 6.29, 10.4, 15.2.1 | Schedule of Shop Drawing and Sample Submittals | 2.6, 2.8-2.9, 6.24-6.28 |
| Project--definition of | 1.31 | Schedule of Values | 2.6, 2.8-2.9, 14.1 |
| Project Representative--ENGINEER's Status During Construction | 9.3 | Schedules-- | |
| Project Representative, Resident | | Adherence to | 15.2.1 |
| --definition of | 1.33 | Adjusting | 6.6 |
| prompt payment by OWNER | 8.3 | Change of Contract Times | 10.4 |
| Property Insurance | | Initially Acceptable | 2.8-2.9 |
| Additional | 5.7 | Preliminary | 2.6 |
| general | 5.6-5.10 | Scope of Changes | 10.3-10.4 |
| Partial Utilization | 5.15, 14.10.2 | Subsurface Conditions | 4.2.1.1 |
| receipt and application of proceeds | 5.12-5.13 | Shop Drawings--and Samples, general | 6.24-6.28 |
| Protection, Safety and | 6.20-6.21, 13.2 | Change Orders & Applications for Payments, and | 9.7-9.9 |
| Punch list | 14.11 | definition of | 1.35 |
| Radioactive Material--definition | 1.32 | ENGINEER's approval of | 3.6.2 |
| general | 4.5 | ENGINEER's responsibility for review | 9.7, 6.24-6.28 |
| OWNER's responsibility for | 8.10 | related Work | 6.28 |
| Recommendation of Payment | 14.4, 14.5, 14.13 | review procedures | 2.8, 6.24-6.28 |
| Record Documents | 6.19, 14.12 | submittal required | 6.24.1 |
| Records, procedures for maintaining | 2.8 | Submittal Procedures | 6.25 |
| Reference Points | 4.4 | use to approve substitutions | 6.7.3 |
| Reference to Standards and Specifications of Technical Societies | 3.3 | Shown or Indicated | 4.3.1 |
| Regulations, Laws and (or) | 6.14 | Site Access | 7.2, 13.2 |
| Rejecting Defective Work | 9.6 | Site Cleanlines | 6.17 |
| Related Work--at Site | 7.1-7.3 | Site, Visits to | |
| Performed prior to Shop Drawings and Samples submittals review | 6.28 | by ENGINEER | 9.2, 13.2 |
| Remedies, cumulative | 17.4, 17.5 | by others | 13.2 |
| Removal or Correction of Defective Work | 13.11 | "Special causes of loss" policy form, insurance | 5.6.2 |
| rental agreements, OWNER approval required | 11.4.5.3 | Specifications--definition of | 1.36 |
| replacement of ENGINEER, by OWNER | 8.2 | of Technical Societies, reference to | 3.3.1 |
| Reporting and Resolving Discrepancies | 2.5, 3.3.2, 6.14.2 | precedence | 3.3.3 |
| Reports--and Drawings | 4.2.1 | Standards and Specifications of Technical Societies | 3.3 |
| and Tests, OWNER's responsibility | 8.4 | Starting Construction, Before | 2.5-2.8 |
| Resident Project Representative--definition of | 3.3 | Starting the Work | 2.4 |
| provision for | 9.3 | Stop or Suspend Work--by CONTRACTOR | 15.5 |
| Resident superintendent, CONTRACTOR's | 6.2 | by OWNER | 8.8, 13.10, 15.1 |
| Responsibilities--CONTRACTOR's-in general | 6 | Storage of materials and equipment | 4.1, 7.2 |
| ENGINEER's-in general | 9 | Structural Loading, Safety | 6.18 |
| Limitations on | 9.13 | Subcontractor--Concerning | 6.8-6.11 |
| OWNER's-in general | 8 | definition of | 1.37 |
| Retainage | 14.2 | delays | 12.3 |
| Reuse of Documents | 3.7 | waiver of rights | 6.11 |
| Review by CONTRACTOR: Shop Drawings and Samples Prior to Submittal | 6.25 | Subcontractors--in general | 6.8-6.11 |
| Review of Applications for Progress Payments | 14.4-14.7 | Subcontracts--required provisions | 5.11, 6.11, 11.4.3 |
| Right to an adjustment | 10.2 | Submittals--Applications for Payment | 14.2 |
| Rights of Way | 4.1 | Maintenance and Operation Manuals | 14.12 |
| Royalties, Patent Fees and | 6.12 | Procedures | 6.25 |
| Safe Structural Loading | 6.18 | Progress Schedules | 2.6, 2.9 |
| Safety--and Protection | 4.3.2, 6.16, 6.18, 6.20-6.21, 7.2, 13.2 | Samples | 6.24-6.28 |
| general | 6.20-6.23 | Schedule of Values | 2.6, 14.1 |
| Representative, CONTRACTOR's | 6.21 | Schedule of Shop Drawings and Samples Submissions | 2.6, 2.8-2.9 |
| Samples--definition of | 1.34 | Shop Drawings | 6.24-6.28 |
| general | 6.24-6.28 | Substantial Completion--certification of | 6.30.2.3, 14.8-14.9 |
| Review by CONTRACTOR | 6.25 | definition of | 1.38 |
| Review by ENGINEER | 6.26, 6.27 | Substitute Construction Methods or Procedures | 6.7.2 |
| related Work | 6.28 | Substitutes and "Or-Equal" Items | 6.7 |
| submittal of | 6.24.2 | CONTRACTOR's Expense | 6.7.1.3 |
| submittal procedures | 6.25 | ENGINEER's Evaluation | 6.7.3 |
| Schedule of progress | 2.6, 2.8-2.9, 6.6, 6.29, 10.4, 15.2.1 | "Or-Equal" | 6.7.1 |
| | | Substitute Construction Methods of Procedures | 6.7.2 |
| | | Substitute Items | 6.7.1.2 |
| | | Subsurface and Physical Conditions--Drawings of, in or relating to | 4.2.1.2 |
| | | ENGINEER's Review | 4.2.4 |

| | | | |
|---|---|---|--|
| general | 4.2 | Milestones | 12 |
| Limited Reliance by CONTRACTOR | | Requirements-- | |
| Authorized | 4.2.2 | appeals | 14 |
| Notice of Differing Subsurface or | | clarifications, claims and | |
| Physical Conditions | 4.2.3 | disputes | 9.11, 11.2, 12 |
| Physical Conditions | 4.2.1.2 | commencement of contract times | 2.3 |
| Possible Contract Documents Change | 4.2.5 | preconstruction conference | 2.8 |
| Possible Price and Times Adjustments | 4.2.6 | schedules | 2.6, 2.9, 6.6 |
| Reports and Drawings | 4.2.1 | starting the Work | 2.4 |
| Subsurface and | 4.2 | Title, Warranty of | 14.3 |
| Subsurface Conditions at the Site | 4.2.1.1 | Uncovering Work | 13.8-13.9 |
| Technical Data | 4.2.2 | Underground Facilities, Physical Conditions-- | |
| Supervision-- | | definition of | 1.41 |
| CONTRACTOR's responsibility | 6.1 | Not Shown or Indicated | 4.3.2 |
| OWNER shall not supervise | 8.9 | protection of | 4.3, 6.20 |
| ENGINEER shall not supervise | 9.2, 9.13.2 | Shown or Indicated | 4.3.1 |
| Superintendence | 6.2 | Unit Price Work-- | |
| Superintendent, CONTRACTOR's resident | 6.2 | claims | 11.9.3 |
| Supplementary costs | 11.4.5 | definitions of | 1.42 |
| Supplementary Conditions-- | | general | 11.9, 14.1, 14.5 |
| definition of | 1.39 | Unit Prices-- | |
| principal reference to | 1.10, 1.18, 2.2, 2.7, 4.2, 4.3, 5.1 | general | 11.3.1 |
| 5.3, 5.4, 5.6-5.9, 5.11 6.8, 6.13, 7.4, 8.11, 9.3, 9.10 | | Determination for | 9.10 |
| Supplementing Contract Documents | 3.6 | Use of Premises | 6.16, 6.18, 6.30.2.4 |
| Supplier-- | | Utility owners | 6.13, 6.20, 7.1-7.3, 13.2 |
| definition of | 1.40 | Utilization, Partial | 1.28, 5.15, 6.30, 2.4, 14.10 |
| principal references to | 3.7, 6.5, 6.8-6.11, 6.20, 6.24, 9.13, 14.12 | Value of the Work | 11.3 |
| Waiver of Rights | 6.11 | Values, Schedule of | 2.6, 2.8-2.9, 14.1 |
| Surety-- | | Variations in Work--Minor | |
| consent to final payment | 14.12, 14.14 | Authorized | 6.25, 6.27, 9.5 |
| ENGINEER has no duty to | 9.13 | Visits of Site--by ENGINEER | 9.2 |
| Notification of | 10.1, 10.5, 15.2 | Waiver of Claims--on Final | |
| qualification of | 5.1-5.3 | Payment | 14.15 |
| Survival of Obligations | 6.34 | waiver of Rights by insured parties | 5.11, 6.11 |
| Suspend Work, OWNER May | 13.10, 15.1 | Warranty and Guarantee, General--by | |
| Suspension of Work and Termination-- | 15 | CONTRACTOR | 6.30 |
| CONTRACTOR May Stop Work or | | Warranty of Title, CONTRACTOR's | 14.3 |
| Terminate | 15.5 | Work-- | |
| OWNER May Suspend Work | 15.1 | Access to | 13.2 |
| OWNER May Terminate | 15.2-15.4 | by others | 7 |
| Taxes--Payment by CONTRACTOR | 6.15 | Changes in the | 10 |
| Technical Data-- | | Continuing the, | 6.29 |
| Limited Reliance by CONTRACTOR | 4.2.2 | CONTRACTOR May Stop Work | |
| Possible Price and Times Adjustments | 4.2.6 | or Terminate | 15.5 |
| Reports of Differing Subsurface and | | Coordination of | 7.4 |
| Physical Conditions | 4.2.3 | Costs of the | 11.4-11.5 |
| Temporary construction facilities | 4.1 | definition of | 1.43 |
| Termination-- | | neglected by CONTRACTOR | 13.14 |
| by CONTRACTOR | 15.5 | other Work | 7 |
| by OWNER | 8.8, 15.1-15.4 | OWNER May Stop Work | 13.10 |
| of ENGINEER's employment | 8.2 | OWNER May Suspend Work | 13.10, 15.1 |
| Suspension of Work-in general | 15 | Related, Work at Site | 7.1-7.3 |
| Terms and Adjectives | 3.4 | Starting the | 2.4 |
| Tests and Inspections-- | | Stopping by CONTRACTOR | 15.5 |
| Access to the Work, by others | 13.2 | Stopping by OWNER | 15.1-15.4 |
| CONTRACTOR's responsibilities | 13.5 | Variation and deviation authorized, | |
| cost of | 13.4 | minor | 3.6 |
| covering Work prior to | 13.6-13.7 | Work Change Directive-- | |
| Laws and Regulations (or) | 13.5 | claims pursuant to | 10.2 |
| Notice of Defects | 13.1 | definition of | 1.44 |
| OWNER May Stop Work | 13.10 | principal references to | 3.5.3, 10.1-10.2 |
| OWNER's independent testing | 13.4 | Written Amendment-- | |
| special, required by ENGINEER | 9.6 | definition of | 1.45 |
| timely notice required | 13.4 | principal references to | 1.10, 3.5, 5.10, 5.12, 6.6.2, 6.8.2, 6.19, 10.1, 10.4, 11.2, 12.1, 13.12.2, 14.7.2 |
| Uncovering the Work, at ENGINEER's | | Written Clarifications and | |
| request | 13.8-13.9 | Interpretations | 3.6.3, 9.4, 9.11 |
| Times | | Written Notice Required-- | |
| Adjusting | 6.6 | by CONTRACTOR | 7.1, 9.10--9.11, 10.4, 11.2, 12.1 |
| Change of Contract | 12 | by OWNER | 9.10-9.11, 10.4, 11.2, 13.14 |
| Adjusting | 6.6 | | |
| Computation of | 17.2 | | |
| Contract Times--definition of | 1.12 | | |
| day | 17.2 | | |

GENERAL CONDITIONS

ARTICLE 1--DEFINITIONS

Wherever used in these General Conditions or in the other Contract

Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract Documents.

1.2. *Agreement*--The written contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3. *Application for Payment*--The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

1.5. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.6. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.7. *Bidding Requirements*--The advertisement or invitation to Bid, instructions to bidders, and the Bid form.

1.8. *Bonds*--Performance and Payment bonds and other instruments of security.

1.9. *Change Order*--A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

1.10. *Contract Documents*--The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and ENGINEER's written interpretations and classifications issued pursuant to paragraphs 3.5, 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 6.26 and 6.27 and the reports and drawings referred to in paragraphs 4.2.1.1 and 4.2.2.2 are not Contract Documents.

1.11. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

1.12. *Contract Times*--The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment, in accordance with paragraph 14.13.

1.13. *CONTRACTOR*--The person, firm or corporation with whom the OWNER has entered into the Agreement.

1.14. *defective*--An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

1.15. *Drawings*--The drawings which show the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

1.16. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. *ENGINEER*--The person, firm or corporation named as such in the Agreement.

1.18. *ENGINEER's Consultant*--A person, firm, or corporation having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

1.19. *Field Order*--A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Times.

1.20. *General Requirements*--Sections of Division 1 of the Specifications.

1.21. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.22. *Laws and Regulations: Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

1.23. *Liens*--Liens, charges, security interests or encumbrances upon real property or personal property.

1.24. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.25. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.26. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

1.27. *OWNER*--The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

1.28. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

1.29. *PCBs*--Polychlorinated biphenyls.

1.30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

1.31. *Project*--The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.32. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

1.33. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the site or any part thereof.

1.34. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.35. *Shop Drawings*--All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

1.36. *Specification*--Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.37. *Subcontractor*--An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.38. *Substantial Completion*--The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

1.39. *Supplementary Conditions*--The part of the Contract Documents which amends or supplements these General Conditions.

1.40. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

1.41. *Underground Facilities*--All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.42. *Unit Price Work*--Work to be paid for on the basis of unit prices.

1.43. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

1.44. *Work Change Directive*--A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 10.2.

1.45. *Written Amendment*--A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 2--PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds

as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Times; Notice to Proceed:

2.3. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

Starting the Work:

2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be able to OWNER or ENGINEER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

2.6. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

2.6.1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2.6.2. a preliminary schedule for Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;

2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.7. Before any Work at the site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with paragraphs 5.4, 5.6 and 5.7.

Preconstruction Conference:

2.8. Within twenty days after the Contract Times start to run, but before any Work at the site is started, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.6, procedures for handling Shop Drawings and other submittals, processing Applications for Payment and maintaining required records.

Initially Acceptable Schedules:

2.9. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.6. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to ENGINEER as provided below. The progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on ENGINEER responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefore. CONTRACTOR's schedule of Shop Drawing and Sample submissions will be acceptable to ENGINEER as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3--CONTRACT DOCUMENT: INTENT,
AMENDING, REUSE

Intent:

3.1. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

3.3. Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:

3.3.1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

3.3.2. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, CONTRACTOR shall report it to ENGINEER in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.23) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

3.3.3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

3.3.3.1. the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

3.3.3.2. the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, ENGINEER or any of ENGINEER's Consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.13 or any other provision of the Contract Documents.

3.4. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the

design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13 or any other provision of the Contract Documents.

Amending and Supplementing Contract Documents:

3.5. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.5.1. a formal Written Amendment.

3.5.2. a Change Order (pursuant to paragraph 10.4), or

3.5.3. a Work Change Directive (pursuant to paragraph 10.1).

3.6. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.6.1. a Field Order (pursuant to paragraph 9.5),

3.6.2. ENGINEER's approval of a Shop Drawing or Sample (pursuant to paragraphs 6.26 and 6.27), or

3.6.3. ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

3.7. CONTRACTOR, and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER.

ARTICLE 4--AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

Availability of Lands:

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands in accordance with applicable Laws and Regulations. OWNER shall identify any encumbrances or restrictions not of general application but

specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER's furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2. *Subsurface and Physical Conditions:*

4.2.1. *Reports and Drawings:* Reference is made to the Supplementary Conditions for identification of:

4.2.1.1. *Subsurface Conditions:* Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents; and

4.2.1.2. *Physical Conditions:* Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized by ENGINEER in preparing the Contract Documents.

4.2.2. *Limited Reliance by CONTRACTOR Authorized: Technical Data:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

4.2.2.1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or

4.2.2.2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.2.2.3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.2.3. *Notice of Differing Subsurface or Physical Conditions:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

4.2.3.1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.2.3.2. is of such a nature as to require a change in the Contract Documents, or

4.2.3.3. differs materially from that shown or indicated in the Contract Documents, or

4.2.3.4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then

CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected the site or performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.23), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.2.4. *ENGINEER's Review:* ENGINEER will promptly review the pertinent conditions, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

4.2.5. *Possible Contract Documents Change:* If ENGINEER concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

4.2.6. *Possible Price and Times Adjustments:* An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes an increase or decrease in CONTRACTOR's cost of, or time required for performance of, the Work; subject, however, to the following:

4.2.6.1. such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.4, inclusive;

4.2.6.2. a change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;

4.2.6.3. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.10 and 11.9; and

4.2.6.4. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if;

4.2.6.4.1. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a bid or becoming bound under a negotiated contract; or

4.2.6.4.2. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

4.2.6.4.3. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefore as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.3. Physical Conditions--Underground Facilities:

4.3.1. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

4.3.1.2. The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work.

4.3.2. *Not Shown or Indicated:* If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Times, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

Reference Points:

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

4.5. Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material:

4.5.1. OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, Subcontractors, Suppliers or anyone else for whom CONTRACTOR is responsible.

4.5.2. CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.23), and (ii) notify OWNER and ENGINEER (and thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefore as provided in Articles 11 and 12.

4.5.3. If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefore as provided in Articles 11 and 12. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

4.5.4. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all

claims, costs, losses and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, and (ii) nothing in this subparagraph 4.5.4 shall obligate OWNER to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

4.5.5. The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

ARTICLE 5--BONDS AND INSURANCE

Performance, Payment and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

5.2. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to OWNER.

5.3. Licensed Sureties and Insurers; Certificates of Insurance:

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

5.3.2. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain in accordance with paragraph 5.4. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is

required to purchase and maintain in accordance with paragraphs 5.6 and 5.7 hereof.

CONTRACTOR's Liability Insurance:

5.4. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

5.4.1. claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.4.2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.4.3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

5.4.4. claims for damages insured by customary personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5.4.5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from; and

5.4.6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The policies of insurance so required by this paragraph 5.4 to be purchased and maintained shall:

5.4.7. with respect to insurance required by paragraphs 5.4.3. through 5.4.6 inclusive, include as additional insured (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insured, and include coverage for the respective officers and employees of all such additional insured;

5.4.8. include the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

5.4.9. include completed operations insurance;

5.4.10. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.12, 6.16 and 6.31 through 6.33;

5.4.11. contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.3.2 will so provide);

5.4.12. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing *defective* Work in accordance with paragraph 13.12; and

5.4.13. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

OWNER's Liability Insurance:

5.5. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.4, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

5.6.1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

5.6.2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work and Work in transit and shall insure against at least the following perils fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions;

5.6.3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

5.6.4. cover materials and equipment stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

5.6.5. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

5.7. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

5.8. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.11.

5.9. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount, will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.10. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraphs 5.6 or 5.7, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.11. Waiver of Rights:

5.11.1. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraphs 5.6 and 5.7 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds under such policies for losses and damages so caused. None of the above waivers shall extend to the

rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2. In addition, OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER'S Consultants and the officers, directors, employees and agents of any of them, for:

5.11.2.1. loss due to business interruption, loss of use or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of or resulting from fire or other peril, whether or not insured by OWNER; and

5.11.2.2. loss or damage to the completed Project or part thereof caused by, arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.10, after substantial completion pursuant to paragraph 14.8 or after final payment pursuant to paragraph 14.13.

Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in this paragraph 5.11.2 shall contain provisions to the effect that in the event of payment of any such loss, damage or consequential loss the insurers will have no rights of recovery against any of CONTRACTOR, Subcontractors, ENGINEER, ENGINEER'S Consultants and the officers, directors, employees and agents of any of them.

Receipt and Application of Insurance Proceeds

5.12. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.13. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

Acceptance of Bonds and Insurance; Option to Replace;

5.14. If either party (OWNER or CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.7. OWNER and

CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization--Property Insurance:

5.15. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6--CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

Progress Schedule:

6.6. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

6.6.1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.6.2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 12.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.7. Substitutes and "Or-Equal" Items:

6.7.1. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be accepted by ENGINEER under the following circumstances:

6.7.1.1. *"Or-Equal"*: If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

6.7.1.2. *Substitute Items*: If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under

subparagraph 6.7.1.1., it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. The procedure for review by the ENGINEER will include the following as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute.

6.7.1.3. *CONTRACTOR's Expense*: All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR's expense.

6.7.2. *Substitute Construction Methods or Procedures*: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.7.1.2.

6.7.3. *Engineer's Evaluation*: ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.7.1.2 and 6.7.2. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in

evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 6.7.1.2 and 6.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER accepts a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute item.

Concerning Subcontractors, Suppliers and Others:

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organization (including those who are to furnish the principal items of materials or equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be removed on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be adjusted by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

6.9.1. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER and ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.9.2. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the ENGINEER through CONTRACTOR.

6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.6 or 5.7, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants and all other additional insureds for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

Patent Fees and Royalties:

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

Permits:

6.13. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

Laws and Regulations:

6.14.1. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.14.2. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting there from; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR or CONTRACTOR's obligations under paragraph 3.3.2.

Taxes:

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

Use of Premises:

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Record Documents:

6.19. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all

approved Samples and a counter part of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection:

6.20. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. all persons on the Work site or who may be affected by the Work;

6.20.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

Safety Representative:

6.21. CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

Hazard Communication Program:

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

Emergencies:

6.23. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or ENGINEER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

6.24. Shop Drawings and Samples:

6.24.1. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9). All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show ENGINEER the materials and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.26.

6.24.2. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

6.25. Submittal Procedures:

6.25.1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

6.25.1.1. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto.

6.25.1.2. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work, and

6.25.1.3. all information relative to CONTRACTOR's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

6.25.2. Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

6.25.3. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawings or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

6.26. ENGINEER will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by ENGINEER as required by paragraph 2.9. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents. ENGINEER's review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.27. ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.25.1.

6.28. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by ENGINEER as required by paragraph 2.9, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

6.29. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.30. CONTRACTOR's General Warranty and Guarantee

6.30.1. CONTRACTOR warrants and guarantees to OWNER, ENGINEER and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

6.30.1.1. abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

6.30.1.2. normal wear and tear under normal usage.

6.30.2. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

6.30.2.1. observations by ENGINEER;

6.30.2.2. recommendation of any progress or final payment by ENGINEER;

6.30.2.3. the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

6.30.2.4. use or occupancy of the Work or any part thereof by OWNER;

6.30.2.5. any acceptance by OWNER or any failure to do so;

6.30.2.6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13;

6.30.2.7. any inspection, test or approval by others; or

6.30.2.8. any correction of *defective* Work by OWNER.

Indemnification:

6.31. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

6.32. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them

to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.33. The indemnification obligations of CONTRACTOR under paragraph 6.31 shall not extend to the liability of ENGINEER and ENGINEER's Consultants, officers, directors, employees or agents caused by the professional negligence errors or omissions of any of them.

Survival of Obligations:

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

ARTICLE 7- OTHER WORK

Related Work at Site:

7.1. OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other direct contracts therefore which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim therefore as provided in Articles 11 and 12 if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent thereof.

7.2. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

7.3. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable

for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in such other work.

Coordination:

7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the following will be set forth in Supplementary Conditions:

7.4.1. the person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

7.4.2. the specific matters to be covered by such authority and responsibility will be itemized; and

7.4.3. the extent of such authority and responsibilities will be provided.

Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

ARTICLE 8--OWNER'S RESPONSIBILITIES

8.1. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.4 and 14.13.

8.4. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents.

8.5. OWNER's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.10.

8.6. OWNER is obligated to execute Change Orders as indicated in paragraph 13.4.

8.7. OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8. In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

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

8.10. OWNER's responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

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

ARTICLE 9--ENGINEER'S STATUS DURING CONSTRUCTION

OWNER's Representative:

9.1. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site:

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. ENGINEER's visits and on-site observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.13, and particularly, but without limitation, during or as a result of ENGINEER's on-site visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

Project Representative:

9.3. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.13 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be as provided in the Supplementary Conditions.

Clarifications and Interpretations:

9.4. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefore as provided in Article 11 or Article 12.

Authorized Variations in Work:

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefore as provided in Article 11 or 12.

Rejecting Defective Work:

9.6. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be *defective* or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.7. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.28 inclusive.

9.8. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

9.9. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

Determinations for Unit Price:

9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other and to ENGINEER written notice of intention to appeal from ENGINEER's decision and: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in Exhibit GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to ENGINEER's decision, unless otherwise agreed in writing by OWNER and CONTRACTOR. Such appeal will not be subject to the procedures of paragraph 9.11.

Decisions on Disputes:

9.11. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to ENGINEER and the claimant within thirty days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. ENGINEER's written decision on such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR unless: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in EXHIBIT GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within thirty days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty days of the date of such decision, unless otherwise agreed in writing by OWNER and CONTRACTOR.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 or

9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter pursuant to Article 16.

9.13. Limitations on ENGINEER's Authority and Responsibilities:

9.13.1. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

9.13.2. ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.13.3. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9.13.4. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered by paragraph 14.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

9.13.5. The limitations upon authority and responsibility set forth in this paragraph 9.13 shall also apply to ENGINEER's Consultants, Resident Project Representative and assistants.

ARTICLE 10--CHANGES IN THE WORK

10.1. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2. If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work

Change Directive, a claim may be made therefore as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of any emergency as provided in paragraph 6.23 or in the case of uncovering Work as provided in paragraph 13.9.

10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

10.4.1. changes in the Work which are (i) ordered by OWNER pursuant to paragraph 10.1, (ii) required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14 or (iii) agreed to by the parties;

10.4.2. changes in the Contract Price or Contract Times which are agreed to by the parties; and

10.4.3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11;

provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11--CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise

agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

11.3.1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1 through 11.9.3, inclusive);

11.3.2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2);

11.3.3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amount no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen and other personnel employed full-time at the site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed or furnished by Subcontractors. If required by OWNER, CONTRACTOR shall

obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids, if any, will be accepted. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in paragraphs 11.4, 11.5, 11.6 and 11.7. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is

placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1. or specifically covered by paragraph 11.4.4--all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

11.5.5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6. The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. a mutually acceptable fixed fee

11.7. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

Cash Allowance:

11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

11.8.1. The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2. CONTRACTOR's cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.9. Unit Price Work:

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with paragraph 9.10.

11.9.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.9.3. OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if:

11.9.3.1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

11.9.3.2. there is no corresponding adjustment with respect to any other item of Work; and

11.9.3.3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12--CHANGE OF CONTRACT TIMES

12.1. The Contract Times (or Milestones) may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Times (or Milestones) shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. All time limits stated in the Contract Document, are of the essence of the Agreement.

12.3. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefore as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.4. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods,

epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

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

13.1. *Notice of Defects:* Prompt notice of all defective Work of which OWNER or ENGINEER have actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdiction interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

13.4. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

13.4.1. for inspections, tests or approvals covered by paragraph 13.5 below;

13.4.2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.9 below shall be paid as provided in said paragraph 13.9; and

13.4.3. as otherwise specifically provided in the Contract Documents.

13.5. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

13.6. If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

13.7. Uncovering Work as provided in paragraph 13.6 shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

Uncovering Work:

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

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is *defective*, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Article 11. If, however, such Work is not found to be *defective*, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

OWNER May Stop the Work:

13.10. If the Work is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all *defective* Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with Work that is not *defective*. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.12. Correction Period:

13.12.1. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be *defective*, CONTRACTOR shall promptly, without cost to

OWNER and in accordance with OWNER's written instructions: (i) correct such *defective* Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not *defective*, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the *defective* Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

13.12.2. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

13.12.3. Where *defective* Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 13.12, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Acceptance of Defective Work:

13.1. If, instead of requiring correction or removal and replacement of *defective* Work OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such *defective* Work (such costs to be approved by ENGINEER as to reasonableness). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct *defective* Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors and ENGINEER and ENGINEER's Consultants access to the site to enable OWNER to

exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's *defective* Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14--PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment

14.2. At least twenty days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

CONTRACTOR's Warranty of Title

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

Review of Applications for Progress Payment:

14.5. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

14.5.1. the Work has progressed to the point indicated.

14.5.2. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation), and

14.5.3. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

14.6. ENGINEER's recommendation of any payment, including final payment, shall not mean that ENGINEER is responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.5. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.7.1. the Work is *defective*, or completed Work has been damaged requiring correction or replacement,

14.7.2. the Contract Price has been reduced by Written Amendment or Change Order,

14.7.3. OWNER has been required to correct *defective* Work or complete Work in accordance with paragraph 13.14, or

14.7.4. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.4 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

14.7.5. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work,

14.7.6. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens.

14.7.7. there are other items entitling OWNER to a set-off against the amount recommended, or

14.7.8. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.7.1. through 14.7.3 or paragraphs 15.2.1 through 15.2.4 inclusive;

but OWNER must have CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

Substantial Completion:

14.8. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER

and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

14.9. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

14.10. Use by OWNER at OWNER's option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

Final Inspection:

14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or *defective*. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

Final Application for Payment:

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by paragraph 5.4, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.4.13, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.13. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

14.14. If, through no fault of CONTRACTOR final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Waiver of Claims:

14.15. The making and acceptance of final payment will constitute:

14.15.1. a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to

paragraph 14.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

14.15.2. a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15--SUSPENSION OF WORK AND TERMINATION

OWNER May Suspend Work:

15.1. At any time and without cause, OWNER may suspend the Work, or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefore as provided in Articles 11 and 12.

OWNER May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 6.6);

15.2.2. if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.3. if CONTRACTOR disregards the authority of ENGINEER; or

15.2.4. if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which Owner has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses and damages incurred by

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

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven day's written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items);

15.4.1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

15.4.2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

15.4.3. for all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and

15.4.4. for reasonable expenses directly attributable to termination.

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application of Payment within thirty days after it is submitted or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, and provided OWNER and ENGINEER do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within thirty days after it is submitted, or OWNER has failed for thirty days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven day's written notice to OWNER and ENGINEER stop the Work until payment of all such amount due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.5 are not intended to preclude CONTRACTOR from making claim under Articles 11 and 12 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

ARTICLE 16--DISPUTE RESOLUTION

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedure, if any, shall be as set forth in Exhibit CC-A, "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, and subject to the provisions of paragraphs 9.10, 9.11, and 9.12, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17--MISCELLANEOUS

Giving Notice:

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

Computation of Times:

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

17.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight will constitute a day.

Notice of Claim:

17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

Cumulative Remedies:

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.12, 6.16, 6.30, 6.31, 6.32, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

Professional Fees and Court Costs Included:

17.5. Whenever reference is made to "claims, costs, losses and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.

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INDEX TO SUPPLEMENTAL GENERAL CONDITIONS

| | |
|--|----|
| 1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA | 38 |
| 2. STATED ALLOWANCES | 38 |
| 3. PAYMENTS TO CONTRACTOR | 39 |
| 4. FEDERAL LABOR STANDARDS PROVISIONS | 42 |
| 5. SPECIAL HAZARDS | 53 |
| 6. CONTRACTOR'S LIABILITY AND SUBCONTRACTORS LIABILITY | 53 |
| 7. PHOTOGRAPHS OF PROJECT | 53 |
| 8. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM WAGE RATES | 53 |
| 9. BUILDER'S RISK INSURANCE | 54 |
| 10. SPECIAL EQUAL OPPORTUNITY PROVISIONS | 54 |
| 11. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS | 66 |
| 12. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY AND ACCIDENT PREVENTION | 67 |
| 13. FLOOD DISASTER PROTECTION | 68 |
| 14. ACCESS TO RECORDS/MAINTENANCE OF RECORDS | 68 |
| 15. CONFLICTS OF INTEREST | 68 |
| 16. DRUG-FREE WORKPLACE | 69 |
| 17. PROJECT SIGN | 69 |

1. **ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA**

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":

DRAWINGS

| | | |
|--------------------------|------|-------------------------|
| General Construction: | Nos. | <u>N/A - Specs Only</u> |
| Heating and Ventilating: | " | _____ |
| Plumbing: | " | _____ |
| Electrical: | " | _____ |
| _____ | " | _____ |
| _____ | " | _____ |

SPECIFICATIONS:

| | | | | | |
|--------------------------|------|------------|----|--------------|-------|
| General Construction | Page | <u>113</u> | to | <u>172</u> , | incl. |
| | Page | _____ | to | _____, | incl. |
| Heating and Ventilating: | Page | _____ | to | _____, | incl. |
| Plumbing: | Page | _____ | to | _____, | incl. |
| Electrical: | Page | _____ | to | _____, | incl. |
| _____ | Page | _____ | to | _____, | incl. |
| _____ | Page | _____ | to | _____, | incl. |

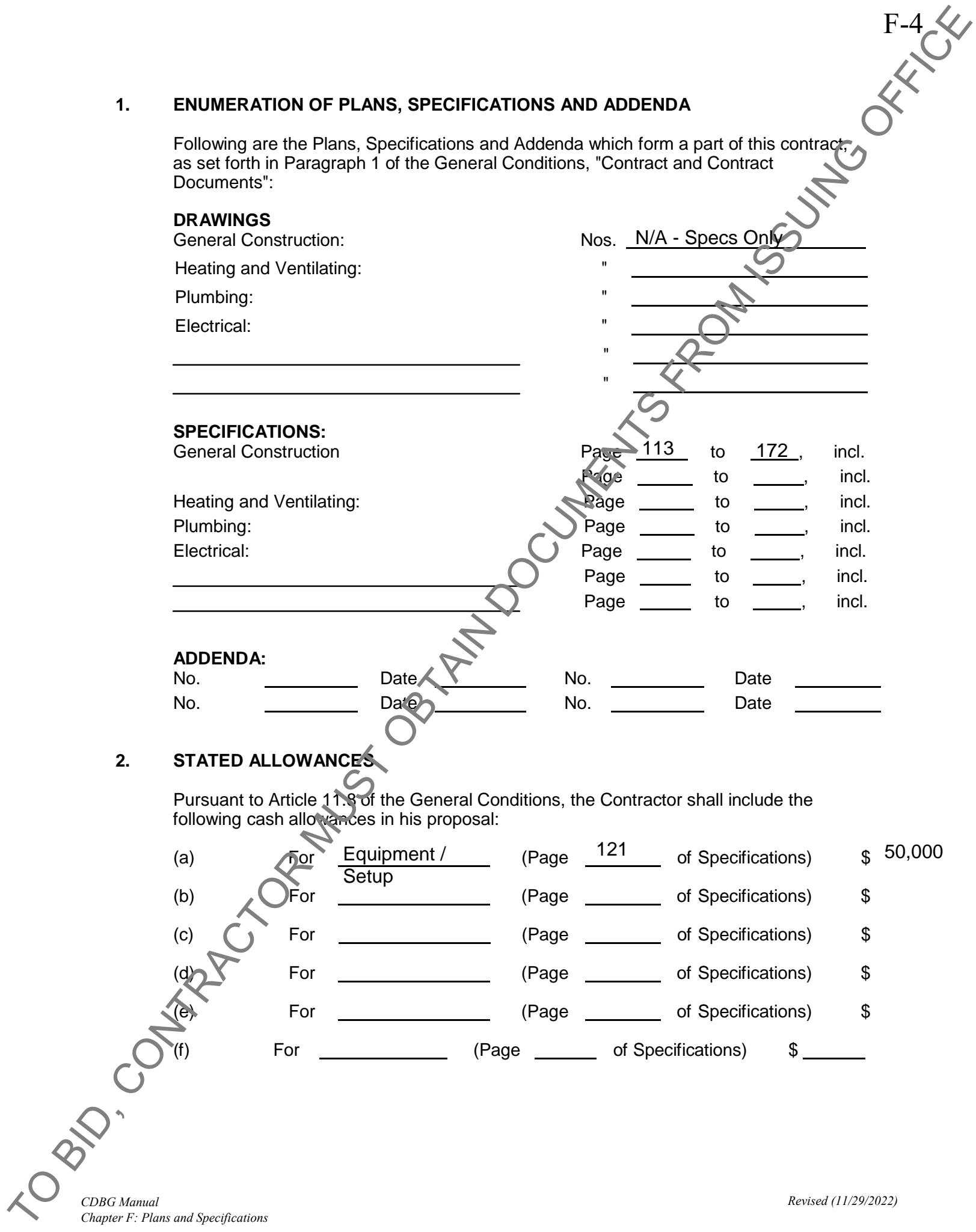
ADDENDA:

| | | | | | | | |
|-----|-------|------|-------|-----|-------|------|-------|
| No. | _____ | Date | _____ | No. | _____ | Date | _____ |
| No. | _____ | Date | _____ | No. | _____ | Date | _____ |

2. **STATED ALLOWANCES**

Pursuant to Article 11.8 of the General Conditions, the Contractor shall include the following cash allowances in his proposal:

- (a) For Equipment / Setup (Page 121 of Specifications) \$ 50,000
- (b) For _____ (Page _____ of Specifications) \$ _____
- (c) For _____ (Page _____ of Specifications) \$ _____
- (d) For _____ (Page _____ of Specifications) \$ _____
- (e) For _____ (Page _____ of Specifications) \$ _____
- (f) For _____ (Page _____ of Specifications) \$ _____



3. A. Payments to Contractor

1. To insure the proper performance of this contract, the Owner shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by this contract: Provided that the Contractor shall submit his estimate not later than the first day of the month: Provided further that on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
2. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
3. 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.
4. 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, workers, 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 so to do, 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.

B. Payments by Contractor

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

C. 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 commenced on a date 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 a 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 contract 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 the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- (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 delay and notify the Contractor within a reasonable time of its decision in the matter.

D. 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."

E. Subcontracts

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

F. 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.

G. 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 hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall 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.

H. Use and Occupancy Prior to Acceptance by Owner

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

- (a) Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in final clean-up of punch list items or other contract requirements.
- (b) 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,
- (c) 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 the surety must also be obtained.

I. 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.

J. 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.

4. FEDERAL LABOR STANDARDS PROVISIONS

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 than 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)(iv). 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 FR 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 be easily 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; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and 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 representative, 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 the fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this 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 persons, 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 and trainees, 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 or trainee, 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 sure disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records.

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)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (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 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 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representative of HUD or its designee or the Department of Labor, and shall permit such representative 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 to 29 CFR Part 5.12.
4. (i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, 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, 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 journeyman under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts.

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

7. Contract termination; debarment.

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

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) 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 any 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 this Contract to his employer.

B. Contract Work Hours and Safety Standards Act

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.

5. SPECIAL HAZARDS

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

6. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE

As required under Article 5 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$1,000,000.

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

7. PHOTOGRAPHS OF PROJECT

As provided in Paragraph 3.1 of the Supplemental General Conditions, the Contractor will furnish photographs in the number, type, and stage as enumerated below:

8. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES AS REQUIRED UNDER PARAGRAPH 4.B OF THE SUPPLEMENTAL GENERAL CONDITIONS

Given on Pages 33, 34, 35, and 36

9. BUILDER'S RISK INSURANCE

As provided in the General Conditions, Article 5.6, the Contractor will/~~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.

** Strike out one.

10. SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. 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, sex, or national origin.
3. Contractors shall incorporate foregoing 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, 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, 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 setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- c. 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 Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of the sentence immediately preceding paragraph a. and the provisions of paragraphs a. through g. in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 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 the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246).
(Applicable to contracts/subcontracts exceeding \$10,000.)

- a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" 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 participation | Goals for female participation |
|----------------------------------|--------------------------------|
| Insert Goals | Insert Goals |
| 26.5 | 6.9 |

NOTE: THESE GOALS MUST BE PROVIDED. Also, list State Geographic Area to be covered on following page.

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. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

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

- c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- d. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Weakley County, TN.
3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- a. As used in these specifications:
- (1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - (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) "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 America 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).
- b. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- c. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- d. The Contractor shall implement the specific affirmative action standards provided in paragraphs g.(1) through (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. 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. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- e. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- g. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- (1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and maintain a record of the organization's responses.
- (3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- (4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (5) 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 g.(2) above.

- (6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- (9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date of the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (13) 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 EEO policy and the Contractor's obligations under these specifications are being carried out.
- (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations g.(1) through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under g.(1) through (16) of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

- i. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- j. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- k. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- l. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- m. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps at least as extensive as those standards prescribed in paragraph g. of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

- n. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location 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, contractor shall not be required to maintain separate records.
- o. 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 he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she 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 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, ***transportation and housing facilities provided for employees which are segregated on the basis of race, color, religion, or are in fact segregated on the basis of race, color, religion, or otherwise. He/She 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. 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 of the 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. "The Section 3 Clause"

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 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 area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.
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 Part 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 or 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 thereunder 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, 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 by 24 CFR Part 135.

G. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

H. Section 504 Handicapped

Non-Discrimination for Handicapped Workers

No otherwise qualified handicapped individual in the U.S., as defined in Section 7, Paragraph 6 of the Rehabilitation Act of 1973 shall, solely by reason of this handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

11. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

Compliance with Air and Water Acts

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 Control 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:

1. 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.

2. 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.
3. 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.
4. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

12. 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-base 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 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 timber, 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.

13. FLOOD DISASTER PROTECTION

This Contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this Contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Contract for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under the Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973.

14. ACCESS TO RECORDS/MAINTENANCE OF RECORDS

The Contractor shall maintain accounts and 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 locality to assure proper accounting for all funds. These records will be available for audit purposes to the locality or the State or any other authorized representative, and will be retained for three years after contract completion unless permission to destroy them is granted by the locality. Moreover, the locality, State, or any authorized representative shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

15. CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

16. DRUG-FREE WORKPLACE

Under the provisions of Tennessee Code Annotate § 50-9-113 enacted by the General Assembly effective 2001, a) employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities. The statute, imposes other requirements on the contractor, but the grantee's responsibility is specifically limited in section (b) of the state as follows:

(b) A written affidavit by the principal officer of a covered employer provided to a local government at the time such bid or contract is submitted stating that the employer is in compliance with this section shall absolve the local government of all further responsibility under this section and any liability arising from the employer's compliance or failure of compliance with the provisions of this section.

17. PROJECT SIGN

A project sign is required for this project. Please see section 01 00 00 - General Requirements for information on its construction

Governor (Name)
Department of Economic and Community Development
Commissioner (Name)
CDBG Grant (Amount)

City of Greenfield

2024 Greenfield CDBG Water Meter Replacement
Technical Specifications



03/19/2026

TO BID, CONTRACTOR MUST OBTAIN FROM ISSUING OFFICE

**2024 GREENFIELD CDBG WATER METER REPLACEMENT
TECHNICAL SPECIFICATIONS**

TABLE OF CONTENTS

DIVISION 01 – GENERAL REQUIREMENTS

| | PAGES |
|---|--------------|
| 01 00 00 — General Requirements..... | 2 |
| 01 29 00 — Measurement and Payment..... | 2 |
| 01 66 00 — Product Storage and Handling Requirements..... | 4 |
| 01 71 33 — Protection of Property and Work..... | 2 |

DIVISION 33 – UTILITIES

| | |
|---|----|
| 33 10 00.01 — Water Service Connection..... | 10 |
| 33 11 13 — Water Pipe and Fittings..... | 4 |
| 33 19 26 — Ultrasonic Water Meters..... | 7 |

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

SECTION 01 00 00
GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 GENERAL SCOPE AND SPECIAL PROVISIONS

- A. The Work consists of the replacement of all existing water meters within the City of Greenfield's service area with new Automatic Meter Reading (AMR/AMI) technology water meters.
- B. The Contractor shall be responsible for all costs associated with the materials, equipment, and labor necessary to construct, and test all proposed items shown on the Drawings or in Contract. Contractor shall also be responsible for the traffic control, worker protection, environmental pollution control, waste disposal and all other ancillary actions required to complete the work as shown on the Drawings.
- C. The contractor shall visit the site prior to submitting a bid and include in their bid any incidental items necessary to complete the work, according to the contract documents. No additional payments will be made if lay lengths are different from the existing meter to the new meter. Contractor shall include in their bid any fittings necessary to make the connection work with as few fittings as possible. There will be no additional payment for extra digging to access the meter, if the meter is covered.
- D. The City of Greenfield will retain ownership of all old meters removed during the project, and the contractor shall be responsible for transportation of the old meters to a location within the City of Greenfield for storage, as determined by the City.
- E. Submittals

All project submittals shall be submitted to the Engineer (Seth W. Rye, P.E., Rye Engineering PLC, 4210 West Main Street, Erin, Tennessee 37061).

- 1. Unless otherwise specified, the Contractor shall provide five sets of submittals and/or shop drawings for Engineer review.
- 2. Submittals shall be clear and legible, and of sufficient size for legibility and clarity of the presented data.
- 3. The submittal transmittal page shall include at a minimum the following information:
 - a. Contractor identification:

- i. Contractor
 - ii. Supplier
 - iii. Manufacturer
 - iv. Supplier or Manufacturer Representative
- b. Date of submission
 - c. Project number
 - d. Project name
 - e. Description/identification of the product
 - f. Reference to Contract drawing(s), if applicable
 - g. Specification section number, page and paragraph(s), if applicable
 - h. Reference to applicable standards, such as ASTM or Federal Standards numbers
 - i. Contractor's approval and certification statement
 - j. Reference to previous submittal (for resubmittals)

D. Contractor shall schedule all work in close coordination with Owner and Engineer. Due to the criticality of the pump station down time, timely work is crucial.

E. Existing Utilities, Underground Pipelines and Electric Conduit

From investigations during the design surveys, at least the following existing utilities were found to be present in the area:

Water Lines..... City of Greenfield, Weakley County, TN
 Sewer Lines..... City of Greenfield, Weakley County, TN
 Power Lines Weakley County Municipal Electric System, TN
 Telephone Lines..... Spectrum & AT&T

Precautions shall be taken by the Contractor to avoid damage to existing overhead and underground utilities.

F. Project Sign

1. The General Contractor shall erect a sign at the Project site identifying the Project. The sign shall be erected within twenty-one (21) days after the Notice to Proceed and shall be in accordance with the Specifications and details included in this Section. The project sign and sign panel shall be installed by the Contractor at the location designated by the Owner's Representative. Wording and colors shall be as shown on the detail at the end of this Section.

2. The project sign shall be furnished, erected, and maintained by the Contractor in accordance with the following specifications:

- a. Sign Panel: The sign panel shall be constructed of 3/4-inch minimum thickness marine plywood rabbited into a 2-inch x 4-inch wood frame. All fasteners used in the construction of the sign shall be of a rustproof nature.
- b. Painting: All supports, trim and back of the sign panel shall be painted with at least two (2) coats of the same paint used for the sign face. All paint used shall be exterior grade paint, suitable for use on wood signs.
- c. Sign Supports: The supports for the project sign shall be at least two 4" by 4" treated wood posts. The sign panel shall be securely fastened to the sign supports with at least six (6) 3/8" galvanized bolts, nuts and washers. The positioning and alignment of the sign shall be as determined by the Owner's Representative.
- d. Maintenance: The project sign shall be maintained by the Contractor, in good condition, at all times, for the duration of construction.
- e. Removal of Sign from Project Site: The removal of the project sign from the construction site by the Contractor shall be at the completion of construction, when ordered by the Owner's Representative.
- f. Payment: The cost of the fabrication, erection, maintenance, and removal of the project sign, including all labor and materials, shall be included in the General Contractor's Bid. No extra payment will be made for obliterating certain names and offices and replacement thereof of others because of administrative changes during the course of this Contract.
- g. Identification Plate – NOT USED

G. Progress Pictures

1. The Contractor shall furnish progress pictures to the Engineer at the end of each month at the time the estimate is submitted. The pictures shall be submitted in digital and print format, with descriptions. These pictures shall be approximately 3" x 5" and clearly show the work performed. The name of the project, Contractor's name, and the date shall be shown on the progress pictures. Twenty pictures minimum shall be required per month.

H. Documents at Site

2. Contractor shall maintain an approved original set of Drawings and Specifications on Site at all times. Said Drawings, Specifications and permits shall be available for inspection by Engineer, Owner and SFM officials at all times.

END OF SECTION

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

SECTION 01 29 00
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 THE REQUIREMENT

- A. The Bid Form lists each item of the Project for which payment will be made. No payment will be made for any items other than those listed in the Bid Form.
- B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid Form, and which are not specified in this Section, shall be considered incidental to the work. All costs thereof shall be considered as included in the lump sum or unit prices bid for the various Bid items. The Contractor shall prepare the Bid accordingly.
- C. Contractor shall include in the prices provided for the items listed herein adequate amounts considered by Contractor to cover all costs associated with furnishing all tools, equipment, supplies, manufactured articles and for all labor, operations, taxes, commissions, transportation and handling, bonds, permit fees, insurance, overhead and profit for each item.

1.02 BID ITEMS – UNIT PRICE ITEMS

- A. Unit prices bid by Contractor are deemed to be full compensation for all required labor, products, tools, equipment, plant, transportation, testing, inspection, services, incidentals, administrative, procedures, applicable taxes, permit fees, overhead, profit, and other miscellaneous expenses, unless specified otherwise.
- B. Furnish new ¾" Kamstrup FlowIQ (Meter only), or approved equivalent,, according to the specifications.

1. MEASUREMENT

- a. Measurement for the furnishment of new ¾" Meters (meter only) will be measured as a unit price bid item for each ¾" meter furnished in the project. The unit price shall include only the price to furnish the material, and no installation or replacement costs incurred.

2. PAYMENT

- a. Payment will be made at the unit price listed on the bid form.

C. Furnish new 2" Kamstrup FlowIQ (Meter only), or approved equivalent, according to the specifications.

1. MEASUREMENT

- a. Measurement for the furnishment of new 2" Meters (meter only) will be measured as a unit price bid item for each 2" meter furnished in the project. The unit price shall include only the price to furnish the material, and no installation or replacement costs incurred.

2. PAYMENT

- a. Payment will be made at the unit price listed on the bid form.

D. Replace existing ¾" Meters with new Kamstrup or approved equivalent, AMI meters. (Any extra digging included).

1. MEASUREMENT

- a. Measurement for the replacement of the existing ¾" meters will be measured as a unit price bid item for each meter replaced in the project. The unit price shall include all labor, materials, equipment, and any extra digging or fittings necessary to complete the work, per the construction drawings and specifications.

2. PAYMENT

- a. Payment will be made at the unit price listed on the bid form.

E. Replace existing 2" Meters with new Kamstrup or approved equivalent, AMI Meters. (Any extra digging included).

1. MEASUREMENT

- a. Measurement for the replacement of the existing 2" meters will be measured as a unit price bid item for each 2" meter replaced in the project. The unit price shall include all labor, materials, equipment, and any extra digging or fittings necessary to complete the work, per the construction drawings and specifications

2. PAYMENT

- a. Payment will be made at the unit price listed on the bid form.

F. Allowance for Software Hosting Subscription for first year, AMR Meter Reading Equipment, Miscellaneous Items, Software Setup and Implementation, integration to billing, implementation, training, etc.

1. MEASUREMENT

- a. Measurement for the Allowance described above will be measured as a Lump Sum bid item. This allowance shall be utilized at the Owner's discretion for costs associated with these items and services. This allowance is intended to allow the City to have their meters ready to use and training on how to use the meters and have it paid for under this contract. These items should be dealt with directly between the Owner and meter manufacturer, with very little involvement from the general contractor.

2. PAYMENT

- a. Payment will be made in an amount determined by the actual costs incurred for the items listed above and in the bid form, up to the allowance amount shown in the Lump Sum bid item. All payments shall be made at the Owner's discretion.

END OF SECTION

SECTION 01 66 00

PRODUCT STORAGE AND HANDLING REQUIREMENTS

PART 1 GENERAL

1.01 DESCRIPTION

- A. This Section includes General Requirements for storing and protecting materials and equipment.
- B. The Contractor shall be responsible for storage and handling of Owner furnished equipment.

1.02 STORAGE

- A. Store and protect materials and equipment in accordance with manufacturer's recommendations and the Contract Documents.
- B. Contractor shall make all arrangements and provisions necessary for, and pay all costs for, storing materials and equipment. Excavated materials, construction equipment, and materials and equipment to be incorporated into the Work shall be placed to avoid damaging the Work and existing facilities and property, and so that free access is maintained at all times to all parts of the Work and to public utility installations in vicinity of the Work. Store materials and equipment neatly and compactly in locations that cause minimum inconvenience to Owner, other contractors, public travel, and owners, tenants, and occupants of adjoining property. Arrange storage in manner to provide easy access for inspection.
- C. Areas available at the Site for storing materials and equipment will be discussed with the Owner at the Pre-Bid Meeting and Kick-off Meeting of the project.
- D. Contractor shall be fully responsible for loss or damage (including theft) to stored materials and equipment.
- E. Do not open manufacturer's containers until time of installation, unless recommended by the manufacturer, required to verify all contents or otherwise specified in the Contract Documents.
- F. Do not store materials or equipment in structures being constructed unless approved by Engineer in writing.
- G. Do not use lawns or other private property for storage without written permission of the owner or other person in possession or control of such premises. Prior to use written permission must be submitted to Engineer for record purposes.

1.03 PROTECTION

- A. Equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipping, handling, and storage, in accordance with Section 01 65 00, Product Delivery Requirements.

- B. Store all materials and equipment off the ground or floor on raised supports such as skids or pallets.
- C. Protect painted surfaces against impact, abrasion, discoloration, and other damage. Painted equipment surfaces that are damaged or marred shall be repainted in their entirety in accordance with equipment manufacturer and paint manufacturer requirements, to the satisfaction of Engineer.
- D. Protect electrical equipment, controls, and instrumentation against moisture, water damage, heat, cold, and dust. Space heaters provided in equipment shall be connected and operating at all times until equipment is placed in operation and permanently connected.

1.04 UNCOVERED STORAGE

- A. The following types of materials may be stored outdoors without cover on supports so there is no contact with the ground:
 - 1. Reinforcing steel.
 - 2. Structural steel.
 - 3. Piping.
 - 4. Precast concrete materials.
 - 5. Castings.
 - 6. Handrails and railings.
 - 7. Grating.
 - 8. Checker plate.
 - 9. Metal stairs.
 - 10. Metal access hatches.
 - 11. Fiberglass products.
 - 12. Rigid electrical conduit.
 - 13. Loose granular material.
 - 14. Others as directed by Owner.

1.05 COVERED STORAGE

- A. The following materials and equipment may be stored outdoors on supports and completely covered with covering impervious to water:
 - 1. Rough lumber.
 - 2. Filter media.
 - 3. Masonry units.
 - 4. Grout and mortar materials.
 - 5. Others as directed by Owner.
- B. Tie down covers with rope, and slope covering to prevent accumulation of water.

1.06 FULLY PROTECTED STORAGE

- A. Store all material and equipment not named in Articles 1.4 and 1.5 of this Section in on supports in buildings or trailers that have concrete or wooden flooring, roof, and fully closed walls on all

sides. Covering with durable plastic sheeting or similar material in space without floor, roof, and walls is not acceptable. Comply with the following:

1. Provide heated storage for materials and equipment that could be damaged by low temperatures or freezing.
2. Provide air-conditioned storage for materials and equipment that could be damaged by high temperatures.
3. Protect mechanical and electrical equipment from being contaminated by dust, dirt, and moisture.
4. Maintain humidity at levels recommended by manufacturers for electrical and electronic equipment.

1.07 HAZARDOUS PRODUCTS

- A. Prevent contamination of personnel, storage area, and the Site. Comply with Laws and Regulations and manufacturer's instructions.

1.08 MAINTENANCE OF STORAGE

- A. On scheduled basis, periodically inspect stored materials and equipment to ensure that:
 1. State of storage facilities is adequate to provide required conditions.
 2. Required environmental conditions are maintained on continuing basis.
 3. Materials and equipment exposed to elements are not adversely affected.
- B. Mechanical and electrical equipment, requiring long-term storage shall have complete manufacturer's instructions for servicing each item, with notice of enclosed instructions shown on exterior of container or package.
 1. Comply with manufacturer's instructions on scheduled basis.
 2. Space heaters that are part of electrical equipment, shall be connected and operated continuously until equipment is placed in service and permanently connected.

1.09 MICROPROCESSORS, PANELS, AND INSTRUMENTATION STORAGE

- A. Microprocessor-based equipment, store panels, electronics, and other devices subject to damage or decreased useful life because of temperatures below 40 degrees F or above 100 degrees F, relative humidity above 90 percent, or exposure to rain or exposure to blowing dust in climate-controlled storage space.
- B. Requirements:
 1. Owner and Engineer have the right to inspect materials and equipment during normal working hours.

2. Placed inside each panel or device a desiccant, volatile corrosion inhibitor blocks (VCI) moisture indicator, and maximum-minimum indicating thermometer.
 3. Check panels and equipment at least once per month. Replace desiccant, VCI, and moisture indicator as often as required, or every six months, whichever occurs first.
 4. Certified record of daily maximum and minimum temperature and humidity in storage facility shall be available for inspection by Owner and Engineer. Certified record of monthly inspection, noting maximum and minimum temperature for month, condition of desiccant, VCI, and moisture indicator, shall be available for inspection by Owner and Engineer.
- C. Costs for storing climate-sensitive materials and equipment shall be paid by Contractor. Replace panels and devices damaged during storage, or for which storage temperatures or humidity range has been exceeded, at no additional cost to Owner. Delays resulting from such replacement are causes within Contractor's control.
- D. Do not ship panels and equipment to the Site until conditions at the Site are suitable for installation, including slabs and floors, walls, roofs, and environmental controls. Failure to have the Site ready for installation shall not relieve Contractor from complying with the Contract Documents.

1.10 RECORDS

- A. Keep up-to-date account of materials and equipment in storage to facilitate preparation of Applications for Payment, if the Contract Documents provide for payment for materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing.

END OF SECTION

SECTION 01 71 33

PROTECTION OF PROPERTY AND WORK

PART 1 GENERAL

1.01 THE REQUIREMENT

- A. Contractor shall be responsible for the preservation and protection of property adjacent to the work site against damage or injury as a result of his operations under this Contract. Any damage or injury occurring on account of any act, omission or neglect on the part of the Contractor shall be restored in a proper and satisfactory manner or replaced by and at the expense of the Contractor to an equal or superior condition than previously existed.
- B. Contractor shall comply promptly with such safety regulations as may be prescribed by the Owner or the local authorities having jurisdiction and shall, when so directed, properly correct any unsafe conditions created by, or unsafe practices on the part of his employees. In the event of the Contractor's failure to comply, the Owner may take the necessary measures to correct the conditions or practices complained of, and all costs therefor will be deducted from any monies due the Contractor. Failure of the Engineer to direct the correction of unsafe conditions or practices shall not relieve the Contractor of his responsibility hereunder.
- C. In the event of any claims for damage or alleged damage to property as a result of work under this Contract, the Contractor shall be responsible for all costs in connection with the settlement of or defense against such claims. Prior to commencement of work in the vicinity of property adjacent to the work site, the Contractor, at his own expense, shall take such surveys as may be necessary to establish the existing condition of the property. Before final payment can be made, the Contractor shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

1.02 PROTECTION OF WORK AND MATERIAL

- A. During the progress of the work and up to the date of final payment, the Contractor shall be solely responsible for the care and protection of all work and materials covered by the Contract.
- B. All work and materials shall be protected against damage, injury or loss from any cause whatsoever, and the Contractor shall make good any such damage or loss at his own expense. Protection measures shall be subject to the approval of the Engineer.

1.03 BARRICADES, WARNING SIGNS AND LIGHTS

- A. The General Contractor shall provide, erect and maintain as necessary, strong and suitable barricades, danger signs and warning lights along all roads accessible to the public, as required by the authority having jurisdiction, to ensure safety to the public. All barricades and obstructions along public roads shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise.

- B. Each Contractor shall provide and maintain such other warning signs and barricades in areas of and around their respective work as may be required for the safety of all those employed in the work, the Owner's operating personnel, or those visiting the site.

1.04 EXISTING UTILITIES AND STRUCTURES

- A. The term existing utilities shall be deemed to refer to both publicly-owned and privately-owned utilities such as electric power and lighting, telephone, water, gas, storm drains, process lines, sanitary sewers and all appurtenant structures.
- B. Where existing utilities and structures are indicated on the Drawings, it shall be understood that all of the existing utilities and structures affecting the work may not be shown and that the locations of those shown are approximate only. It shall be the responsibility of the Contractor to ascertain the actual extent and exact location of existing utilities and structures. In every instance, the Contractor shall notify the proper authority having jurisdiction and obtain all necessary directions and approvals before performing any work in the vicinity of existing utilities.
- C. Prior to beginning any excavation work, the Contractor shall, through field investigations, determine any conflicts or interferences between existing utilities and new utilities to be constructed under this project. This determination shall be based on the actual locations, elevations, slopes, etc., of existing utilities as determined in the field investigations, and locations, elevation, slope, etc. of new utilities as shown on the Drawings. If an interference exists, the Contractor shall bring it to the attention of the Engineer as soon as possible. If the Engineer agrees that an interference exists, he shall modify the design as required. Additional costs to the Contractor for this change shall be processed through a Change Order as detailed elsewhere in these Contract Documents. In the event the Contractor fails to bring a potential conflict or interference to the attention of the Engineer prior to beginning excavation work, any actual conflict or interference which does arise during the Project shall be corrected by the Contractor, as directed by the Engineer, at no additional expense to the Owner.
- D. The work shall be carried out in a manner to prevent disruption of existing services and to avoid damage to the existing utilities. Temporary connections shall be provided, as required, to ensure the non-interruption of existing services. Any damage resulting from the work of this Contract shall be promptly repaired by the Contractor at his own expense in a manner approved by the Engineer and further subject to the requirements of any authority having jurisdiction. Where it is required by the authority having jurisdiction that they perform their own repairs or have them done by others, the Contractor shall be responsible for all costs thereof.
- E. Where excavations by the Contractor require any utility lines or appurtenant structures to be temporarily supported and otherwise protected during the construction work, such support and protection shall be provided by the Contractor. All such work shall be performed in a manner satisfactory to the Engineer and the respective authority having jurisdiction over such work. In the event the Contractor fails to provide proper support or protection to any existing utility, the Engineer may, at his discretion, have the respective authority to provide such support or protection as may be necessary to ensure the safety of such utility, and the costs of such measures shall be paid by the Contractor.

END OF SECTION

SECTION 33 10 00.01
WATER SERVICE CONNECTIONS

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section.
1. American Association of State Highway and Transportation Officials (AASHTO).
 2. American Water Works Association (AWWA): C800, Underground Service Line Valves and Fittings.
 3. ASTM International (ASTM):
 - a. B88, Standard Specification for Seamless Copper Water Tube.
 - b. D3350, Standard Specification for Polyethylene Plastics Pipe and Fittings Material.
 4. NSF International (NSF):
 - a. NSF/ANSI 61, Drinking Water System Components – Health Effects.
 - b. NSF/ANSI 372, Drinking Water System Components – Lead Content.

1.02 SUBMITTALS

- A. Action Submittals:
1. Shop Drawings:
 - a. Product Data:
 - i. Ripe material data.
 - ii. Materials of construction for corporation stops, curb stops, and meter stops.
 - iii. Fitting types.
 - b. Details with dimensions and fabricating tolerances for component ends.
 - c. Drawing showing how components of water service connection will fit together.
 - d. Operating pressure and allowable test pressure for components making up the service connection.

- e. Allowable test pressure for connected components.
- f. Proposed thrust restraint data for restraining joints including drawing details materials, assembly ratings, and pipe attachment methods.
- g. Factory test results of components.

B. Informational Submittals:

- 1. Manufacturer's Certificate of Compliance, in accordance with AWWA C800.
- 2. Manufacturer's Certificate of Compliance, in accordance with NSF/ANSI 61.
- 3. Statement of Qualifications:
 - a. Piping manufacturer.
 - b. Fitting and specials manufacturer.
- 4. Procedure for field testing water mains and service connections, including disinfection.

PART 2 PRODUCTS

2.01 GENERAL

- A. Components and Materials in Contact with Water for Human Consumption: Comply with the requirements of the Safe Drinking Water Act and other applicable federal, state, and local requirements. Provide certification by manufacturer or an accredited certification organization recognized by the AHJ that components and materials comply with the maximum lead content standard in accordance with NSF/ANSI 61 and NSF/ANSI 372.
 - 1. Use or reuse of components and materials without a traceable certification is prohibited.

2.02 SERVICE CONNECTION

- A. Furnish components same size as nominal designation of service pipe. For example, 1-inch connection consists of:
 - 1. 1-inch corporation stop.
 - 2. 1-inch curb stop.
 - 3. 1-inch meter coupling.
- B. Refer to Standard Details in Drawings and coordinate product names and requirements with these Specifications.

2.03 SERVICE SADDLES

A. Provide in accordance with the following:

1. Choose model number for each manufacturer based on pipe being saddled and corrosivity of surrounding soils.
2. Style: Two-piece hinged.
3. Material: Bronze.
4. Manufacturers and Products:
 - a. Mueller Co: Model No. S-13000 or approved equivalent.

2.04 CORPORATION STOPS

A. Characteristics:

1. Accommodate piping being connected.
2. Meet criteria promulgated by Owner.
3. Resistant to soil corrosivity.
4. Inlet: AWWA taper (Mueller "CC") thread, or approved equivalent.
5. Outlet: Mueller 110 Conductive Compression Connection for CTS O.D. tubing, or approved equivalent.

B. Manufacturers and Products:

1. Mueller; Model B-25008N, or approved equivalent.

2.05 MISCELLANEOUS FITTINGS

A. Provide as required to be compatible with mainline and service pipe and fittings.

B. Manufacturers and Products:

1. Straight coupling with multi-purpose thread by Mueller 110 Conductive Compression Connection for CTS O.D. tubing or approved equivalent:
 - a. Mueller; Model H-14227N or approved equivalent.
2. Straight coupling with multi-purpose thread by copper flare or F.I.P.
 - a. Mueller; Model H-14222N, or approved equivalent.

2.06 METER BOXES, VAULTS, AND COVERS

A. Meter Boxes – 3/4" to 1 1/2" meters

1. Water meters shall be located in a landscaped area near the property line unless otherwise approved by the Owner.
2. The depth of the meter yoke inlet for 5/8"-1" meters shall be 18" to 24".
3. The depth of the meter yoke inlet for 1-1/2"-6" meters shall be 24" to 36".
4. Meter box to be of sufficient size to facilitate easy installation and removal of the water meter.
5. Where the service assemblies include a pressure reducing valve, sufficiently size box for installation of the pressure reducing valve in the meter box.
6. Characteristics:
 - a. Heavy wall plastic, rectangular body.
 - b. Ductile iron lid, removable for meter reading.
7. Manufacturers and Products:
 - a. Meter Box:
 - i. Mid-States Plastics, Inc.; BCF Series or approved equivalent
 - b. Cover:
 - i. Mid-States Plastics, Inc.; MSP Ductile Iron Covers for BCF Series Meter Boxes or approved equivalent.

B. Vaults – 2" and larger

1. Characteristics:
 - a. Precast reinforced concrete vault with aluminum cover having the following features:
 - i. 1/4" aluminum trend plate cover;
 - ii. T 316 stainless steel hardware;
 - iii. Hold open arm;
 - iv. Recessed lift handle;
 - v. Padlock bar.

2. Manufacturers and Products:

- a. Vault: Consolidated Pipe and Supply, precast meter vaults or or approved equivalent.
- b. Cover: Halliday, S1, S2 and H2W Series (for traffic areas); with padlock bar and removable continuous concrete anchor or approved equivalent.

| Meter | Vault Dimensions (LxWxH) | Opening Dimensions (LxW) |
|-------|--------------------------|--------------------------|
| 2" | 57" x 27" x 32" | 45" x 21" |
| 3" | 78" x 49" x 42" | 45" x 27" |
| 4" | 78" x 49" x 42" | 70.5" x 34.5" |
| 6"+ | 108" x 84" x 86" | 72" x 48" |

2.07 WATER SERVICE ASSEMBLIES

- A. Water Meters – See Specification 33 19 26 – Ultrasonic Water Meters

2.08 METER YOKES

A. Characteristics:

- 1. Size to match associated service.
- 2. Connections to match adjacent piping.
- 3. Materials to resist soil corrosivity (if any).
- 4. Meet criteria promulgated by governing agency.
- 5. Rated for working pressure of adjacent piping.
- 6. Equipped with angle dual check valve.
- 7. Equipped with lock wing angle ball valve.
- 8. Includes by-pass with lock wing ball valve and check valve for 2" yokes.

B. Manufacturers and Products:

- 1. Mueller (or approved equivalent); Model:
 - a. 1 inch and 3/4-inch horizontal inlet and outlet: B2404N-2 or approved equivalent.
 - b. 1 inch and 3/4-inch straight line inlet and outlet: B-2418N-2 or approved equivalent.

- b. 2" flanged meters with horizontal inlet and outlet: B-2423-2N or approved equivalent.

2.09 COPPER TUBING

A. Characteristics:

1. Size: Matching that of service connection and meter.
 - a. Single-set residential water lines shall be 1-inch copper to the meter yoke.
 - b. Double-set residential water lines shall be 1-inch copper to the service tee, then reduced to ¾-inch copper to the meter yoke.
2. Type K, soft, seamless.
3. Conform to ASTM B88.
4. Compression fittings.

B. Use copper service lines only as noted on the plans.

2.10 CROSS-LINKED POLYETHYLENE (PEX) PLASTIC PIPE

A. Characteristics:

1. Manufactured using high pressure peroxide method for cross-linked polyethylene (Engel method, PEX).
2. Conforming to ASTM F876, F877, CSAB 137.5, and PPI TR-3.
3. Certified to NSF standards 14/61.
4. Working Pressure equal to or greater than rated working pressure of the service connection.
5. Color: Blue.
6. Compatible with compression sleeve fittings certified to ASTM F2080 and CSA B 137.5.
7. Meets the requirements of NSF P171 and ASTM F 2023 for chlorine resistance.

B. Manufacturer and Product: Rehau, Incorporated; RAUPEX UV Shield Pipe, or approved equivalent.

C. PEX shall be installed on all water service lines 2" and smaller.

PART 3 EXECUTION

3.01 GENERAL

- A. Install service connections, excluding meters, during or after construction of the main
- B. Water Meters: Installed by contractor.
- C. Depth of cover over the pipe shall be minimum 18 inches.
- D. Install service connection in accordance with Standard Practices of the City of Greenfield

3.02 TRENCH EXCAVATION AND BACKFILL

- A. In accordance with Section 31 23 00, Excavation and Fill

3.03 CONNECTION TO MAIN

- A. Clean exterior of main of dirt and other foreign matter that may impair the quality of the completed connection.
- B. Place service clamp (saddle) at desired location.
- C. Clamp by tightening alternate nuts progressively.
- D. Do not place service clamp within 1 foot of pipe joint, or another clamp.
- E. Make taps with adapters for the size main being tapped.

3.04 CROSSING OF HARD SURFACE ROADS

- A. Bore or jack under road crossings.
- B. Do not open-cut asphalt or concrete roads.

3.05 COPPER TUBING

- A. Cut square ends, ream clean, and make up tightly.
- B. Prevent the tube from kinking or buckling on short radius bends. If tube should kink or buckle, cut out kinked or buckled sections and splice with brass fitting.

3.06 CROSS-LINKED POLYETHYLENE (PEX) PLASTIC PIPE

- A. Install in conformance with manufacturer's recommendations.

3.07 METER BOXES

A. Installation:

1. Construct enclosures plumb, and flush with existing ground surface unless shown otherwise.
2. Use standard extension sections to adjust to grade..
3. Place lightly compacted earth backfill inside meter box to depth shown.
4. Backfill around meter vaults as specified in Section 31 23 00, Excavation and Fill.
5. Corporation Stops: OPEN position.
6. Angle Stops: CLOSED position.

3.08 TESTING

- A. Test service connection and piping with connecting main at the main's test pressure.
- B. Inspect service connections for leakage under normal system pressure. Joints shall be watertight before acceptance.
- C. Test Duration: At least 15 minutes.
- D. Inspect for leaks and repair before backfilling.
- E. Flushing: piping, meter, and connections shall be flushed of debris before any system checks and being placed into service. Any debris that cause issues with metering shall require the contractor to come back to the site to flush and reinstate into service.

3.09 DISINFECTION OF SERVICE CONNECTIONS

- A. Make connection to the main, which has been pressure tested, and disinfected as specified in Section 33 01 13, Disinfection & Testing of Water Utilities.
- B. Extra chlorine will be put into the system by Owner during service connection transfers to provide adequate disinfection capacity when above procedures are executed.

END OF SECTION

SECTION 33 11 13
WATER PIPE AND FITTINGS

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. American Water Works Association (AWWA):
 - a. C105, Polyethylene Encasement for Ductile Iron Pipe Systems.
 - b. C110, Ductile-Iron and Gray-Iron Fittings.
 - c. C111, Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
 - d. C153, Ductile-Iron Compact Fittings.
 - e. C205, Cement-Mortar Protective Lining and Coating for Steel Water Pipe - 4 in. (100 mm) and Larger - Shop Applied.
 - f. C208, Dimensions for Fabricated Steel Water Pipe Fittings.
 - g. C605, Underground Installation of Polyvinyl Chloride (PVC) and Molecularly Oriented Polyvinyl Chloride (PVCO) Pressure Pipe and Fittings.
 2. ASTM International (ASTM):
 - a. A615/A615M, Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
 - b. C150/C150M, Standard Specification for Portland Cement.
 - c. C151/C151M, Standard Test Method for Autoclave Expansion of Hydraulic Cement.
 - d. C361, Standard Specification for Reinforced Concrete Low-Head Pressure Pipe.
 - e. C596, Standard Test Method for Drying Shrinkage of Mortar Containing Hydraulic Cement.
 - f. D16, Standard Terminology for Paint, Related Coatings, Materials, and Applications.
 - g. D1248, Standard Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable.

- h. D2241, Standard Specification for Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series).
 - i. D2321, Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
 - j. D2412, Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading.
 - k. E329, Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection.
 - l. F477, Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
3. NSF International (NSF).
- a. NSF/ANSI 61, Drinking Water System Components — Health Effects.
 - b. NSF/ANSI 372, Drinking Water System Components – Lead Content.

1.02 DEFINITIONS

- A. SDR: Standard Dimension Ratio.

1.03 SUBMITTALS

A. Action Submittals:

- 1. Drawings showing pipe diameter, dimensions, pipe class, pipe joints, fitting details, fitting pressure rating, and coating and lining data.

B. Informational Submittals:

- 1. Hydrostatic Testing Plan: Submit at least 15 days prior to testing and at minimum, include the following:
 - a. Testing dates.
 - b. Piping systems and section(s) to be tested.
 - c. Method of isolation.
 - d. Method of conveying water from source to system being tested.
 - e. Leakage test results.

2. Certification of Calibration: Approved testing laboratory certificate if pressure gauge for hydrostatic test has been previously used. If pressure gauge is new, no certificate is required.
3. Test report documentation.
4. Manufacturer's written recommendations for pipe handling and installation.
5. For high density polyethylene (HDPE) pipe, provide Informational Submittals consistent with requirements of Section 40 05 33 - High-Density Polyethylene (HDPE) Pressure Pipe and Fittings.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Polyvinyl Chloride (PVC) Pipe shall only be allowed on water mains 10-inches in diameter and smaller. Pipe, joints, fittings, and appurtenances shall be provided in accordance with Section 33 05 33, PVC Pressure Pipe and Fittings.
- B. High Density Polyethylene (HDPE) Pipe shall only be allowed in horizontal directional drilling and bridge crossings on a case-by-case basis with the Owner. Pipe, joints, fittings, and appurtenances shall be provided in accordance with Section 40 05 33, High-Density Polyethylene (HDPE) Pressure Pipe and Fittings.
- C. Ductile Iron Pipe (DIP) shall be required on water mains 12-inches in diameter and larger. Pipe, joints, linings, coatings, fittings, and appurtenances shall be provided in accordance with Section 33 05 19 Ductile Iron Pipe and Fittings.
- D. Service connection pipe and fitting materials shall be as provided in Section 33 10 00.01, Water Service Connections.

2.02 SOURCE QUALITY CONTROL

- A. As required for PVC, HDPE, or DIP based on respective Division 33 Section's requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Notify Owner immediately of manufacturing imperfections or damage caused by improper handling.
- B. Verify size, pipe condition, and pipe class prior to installation of pipe.

3.02 PREPARATION

- A. Pipe Distribution: Do not distribute more than 1 week's supply of materials in advance of laying, unless otherwise approved by Owner.
- B. Inspect pipe and fittings prior to lowering into trench to ensure no cracked, broken, or otherwise defective materials are being used.
- C. Remove foreign matter and dirt from inside of pipe and fittings and keep clean during and after laying. Wash ends of section clean with wet brush prior to joining sections of pipe.
- D. Specific requirements for PVC, HDPE, or DIP based on respective Division 33 requirements for Preparation.

3.03 INSTALLATION

A. PVC Pipe

- 1. AWWA Standard C605, AWWA Manual 23, and related AWWA Standards.
- 2. Installation, Testing, and Reporting as required by Section 33 05 33, Polyvinyl Chloride (PVC) Pressure Pipe and Fittings and Section 33 01 13, Disinfection & Testing of Water Utilities

B. DI Pipe

- 1. AWWA Standard C600, AWWA Manual M-41, and related AWWA Standards.
- 2. Installation, Testing, and Reporting as required by Section 33 05 19 - Ductile Iron Pipe and Fittings and Section 33 01 13, Disinfection & Testing of Water Utilities

C. Service Connection

- 1. AWWA Standard C800 and related AWWA Standards.
- 2. Installation, Testing, and Reporting as required by Section 33 10 00.01, Water Service Connections.

D. Disinfection of Mains and Services

Reference Section 33 01 13, Disinfection & Testing of Water Utilities

END OF SECTION

SECTION 33 19 26
ULTRASONIC WATER METERS

PART 1 GENERAL

1.01 SUBMITTAL REQUIREMENTS

- A. Conformance to Specifications: The material and performance specifications described herein are intended to establish a desired standard of quality. The inability to meet all requirements does not constitute an automatic rejection of a proposal. Proposer shall submit a list of all deviations from this specification as part of his Proposal.
- B. Include Specification Certification packet with bid. This document shall include acknowledgment of meeting or exceeding each individual specification section and exceptions to each individual specification section. Document shall also include Billing integration, and Operation & Maintenance manuals. This document shall be signed by manufacture and/or manufacture representative.
- C. Billing Integration: A description of proposed software and guarantee of compatibility with Owner's existing billing software shall also be provided.
- D. Operation and Maintenance Manuals: The Bidder shall provide operation and maintenance manuals for the complete system as a part of their proposal.

1.02 DELIVERY, STORAGE AND HANDLING

- A. All equipment shall be delivered, stored and handled in strict accordance with the manufacturer's recommendations.

PART 2 PRODUCTS

2.01 METER REQUIREMENTS

- A. Quality Assurance
 - 1. The equipment shall be manufactured by a reputable company with at least ten (10) years of experience in the manufacture of water meters and AMR/AMI systems.
 - 2. The equipment shall be manufactured by a reputable company with at least thirty (30) years of experience in the manufacture of ultrasonic water meters.
 - 3. All materials and equipment supplied under this Section shall be new, of good quality, and in good condition.
- B. Meter Construction
 - 1. All water meters shall use ultrasonic measuring technology with no moving parts. Mechanical / PD type meters will NOT be accepted.

2. All sensors and electronics shall be designed so that they are fully protected against internal and external penetration of fluid.
3. The meters shall be hermetically and vacuum-sealed to prevent humidity from entering the electronics and avoid condensation between the glass and display.
- C. Materials: Meters shall be made available in both 40% fiberglass reinforced Polyphenylene sulfide (PPS) or 316L Stainless Steel meter bodies.
- D. Battery
1. The battery in 6" and larger meters shall be field replaceable with no need to take the meter out of service.
2. The meter shall provide a low battery warning on the display in accordance with AWWA C715 operating guidelines and be transmitted as an alert to the AMR/AMI system.
- E. Measurement
1. Maximum permissible error shall fall in accordance to AWWA C715-18 operating guidelines $\pm 1.5\%$ in normal flow range and $\pm 3\%$ for low flow ranges.
2. Starting flows on 5/8" meters shall start measuring as low as 0.008 GPM.
3. Water meters shall have the ability to measure, log, and transmit the temperature of the water and ambient temperature over the AMR or AMI network.
- F. Flow Validation: All meters shall have the ability to log a total of historic volumes by flow rate range to conduct a consumption profile for the installation.
- G. Approvals, Certifications, Standards, and Ratings.
1. The meter shall be approved according to Drinking Water Standards in multiple countries and certified to NSF/ANSI 61.
2. The meter shall fully comply with AWWA C715-18 guidelines.
3. The meter shall be IP68 type tested and able to operate fully submerged.
4. All radio communications shall comply with relevant FCC rules, including Part 15. Meters shall have been tested by FCC to ensure that they meet requirements regarding EMC emissions and FCC ID shall be laser printed or permanently engraved on each meter.
- H. Verification and Calibration: 100% of the meters shall be flow bench tested, verified, and calibrated by an accredited laboratory during production before shipping to the jobsite.
- I. Distribution Acoustic Leak Detection
1. Meters up to 2" shall have the capability to monitor and record acoustic noise to enable distribution side leak detection.

2. The acoustic leak detection sensor and electronics shall be integral to the meter, requiring no external hardware or wired connections.
 3. The acoustic data shall be captured and communicated regardless of reading method (AMR or AMI).
 4. The acoustic functionality may be activated immediately at time of purchase or offered as an upgrade without requiring a field visit or reprogramming of the meter or affecting the warranty or battery life.
- J. RF Communications Module
1. The meter and RF communication module shall be one single integrated unit hermetically sealed.
 2. The meter shall be capable of communicating in both AMR and AMI modes.
 3. AMR communications shall utilize an unlicensed 912.5-918.5 MHz frequency range.
 4. AMI communications shall utilize an FCC assigned frequency within the licensed 450-470 MHz frequency range.
- K. Data Logging
1. The meter shall store data logs in the internal memory. These logs shall be easily retrievable via a mobile app and displayed graphically in the headend system.
 2. Data logs shall provide at least 460 days of daily interval readings, 100 days of hourly interval readings and the last 50 alarm info codes.
- L. Data Options
1. To support configuration changes to leak, burst, temperature thresholds and transmission intervals, the meter shall allow reprogramming over the AMR/AMI network.
 2. Firmware updates shall be permissible over RF without having to gain physical access to the meter and allow deployment in groups.
 3. Standard data communication intervals shall be at least every three hours (eight times per day) delivering true hourly, time-synced, register values.
 4. The meter shall be capable of delivering near real time events such as:
 - a. Continuous flow leak
 - b. Burst/ High Flow
 - c. Dry pipe
 - d. Reverse Flow
 - e. Tamper
 - f. Low Battery
 - g. Overflow: Indicating flow exceeded the rated maximum flow rate for the meter size.

M. Display

1. The meter shall include an easily readable LCD display including nine-digit resolution, unit of measure, billable digits, all active alarm codes (leak, burst, dry, reverse, tamper, low battery) radio off, and visual flow rate indicator.
 2. Display resolution shall be configurable upon order and may be changed after shipment.
 3. Meter serial number shall be barcoded and numerically visible on the register face, as well as meter size, FCC identification, NSF compliance, production year, and maximum operating pressure.
- N. Security: All Data communicated over a radio network, AMR or AMI, shall always be encrypted.
- O. Operation: The meter shall be able to operate accurately under a maximum pressure of 250 PSI for PPS meters and 300 PSI for Stainless Steel meters.
- P. Check Valve: As an option, each 5/8" x 3/4" water meter may be supplied and installed with a spring-loaded check valve within the lay length of the meter body.
- Q. Meter Warranties
1. Materials And Workmanship: The Manufacturer warrants that the Products shall be free from defects in Materials and Workmanship during the Warranty Period defined as follows:
 - a. 5/8"x1/2" – 1", the Warranty Period is a full twenty (20) years from the date of delivery to Buyer.
 - b. 1 1/2" and larger, the Warranty Period is a full ten (10) years from date of delivery to Buyer.
 2. Accuracy: The Manufacturer warrants that the Meters will perform to the accuracy as defined in AWWA C715-18 and to AWWA M6 manual. In case the Meters do not comply with the warranties the Seller shall repair or replace any defective Meter at no cost or refund the purchase price of such defective Meters:

For Meters:

 - a. 5/8"x1/2" – 1", the Warranty Period is a full twenty (20) years from the date of delivery to Buyer
 - b. 1 1/2" and larger, the Warranty Period is a full ten (10) years from date of delivery to Buyer.
 3. Battery Life: Based on the operation of the Meters at an ambient operating temperature not higher than stated in the technical documentation, the warranty on the system battery in the Meter shall be for a period as follows:
 - a. 5/8"x1/2" – 1", the Warranty Period is twenty (20) years (10 full/ 10 prorated) from the date of delivery to Buyer. Seller shall replace any Meters that contain defective batteries at a cost to Buyer equal to the price set out in the price list valid at the time of return of the Meter, minus the discount according to the following schedule:

| Year | Discount | Year | Discount |
|------|----------|------|----------|
| 11 | 75% | 16 | 40% |
| 12 | 75% | 17 | 30% |

| | | | |
|----|-----|----|-----|
| 13 | 50% | 18 | 20% |
| 14 | 50% | 19 | 10% |
| 15 | 50% | 20 | 10% |

- b. 1½" and larger, the Warranty Period is a full ten (10) years from date of delivery to Buyer.

2.02 DATA COLLECTOR REQUIREMENTS

- A. Configuration: Data collectors shall consist of a base box and top box. The base box shall allow up to four top box connections if the collector site installation requires.
- B. Built-In Network Intelligence: The AMR/AMI system shall automatically monitor and adjust the output power of the meter to allow the optimal radio performance of the system. The system shall select the optimal collector to read the meter, but in the event the collector is taken out of operation, other collectors shall provide network coverage redundancy.
- C. Data Storage: The collector onboard data storage shall support up to 25,000 meters and be able to store up to 30 days of hourly data.
- D. Communication: Data backhaul communication options shall include either cellular modem or ethernet network.
- E. Security: The data collector shall follow TLS 1.2 protocol with AES 256-bit encryption to the head end system.
- F. Physical: Collector shall be housed in a rugged NEMA 4, (IP66) enclosure class with built-in lightning protection.
- G. Operation: Collector shall operate from -22° F to 149° F. Power input 110 VAC 50/60 Hz.
- H. Solar Power Option: Collector shall offer an optional solar power input, available for an additional fee, to ensure functionality in locations where mains power is unavailable.

2.03 AMI NETWORK REQUIREMENTS **[NOT USED]**

2.04 AMI SOFTWARE REQUIREMENTS **[NOT USED]**

2.05 AMR METER READING

- 1. AMR reading software shall include availability to read meters via AMR mobile drive by without installing additional PC software or add on module components.
- 2. The mobile drive by application shall support Android devices (smart phones or tablets). Data may be synchronized from the mobile app and host software at any time via Wi-Fi or cellular network without the loss of captured data.
- 3. In addition, if readings were missed by the fixed network system, it shall allow a data log of the meter to be sent back to the head end system so that it may be viewed in the software.

- A. Mapping Visualization: The software shall have the ability to import GIS coordinates or be able to geocode by address, city and zip code via Google Maps. The meter may be viewed graphically in the host software and in the mobile application when in the field.
- B. Performance Reporting: The software shall provide performance analytics to recognize data collection success of all meters or meter groups on user defined parameters such as daily or hourly reads as a percentage or number to monitor the health of the system.
- C. Data Security and Integrity
1. Hosted data shall be stored in a SOC 2 or ISO 27001 certified environment including firewalls, antimalware systems and encryption for data protection.
 2. Meter encryption keys are assigned to the utility to prevent unauthorized access to meter reading data. Data sent to the host software shall use TLS 1.2 protocol with AES 256-bit encryption.
 3. The import of meter data shall prevent human data entry errors, prevent duplication of meter serial numbers, and distinguish between meters with integrated or separate endpoints.
 4. The system shall enable the utility to assign and customize user access and permissions based on each user's role within the organization.
- D. Acoustic Leak Detection Analysis
1. The software shall support the collection of acoustic noise data from integrated acoustic smart meters and automatically prioritize them based on customer defined levels.
 2. The software shall be accessible via a web or mobile browser such as Google Chrome, Microsoft Edge, Internet Explorer and supported on mobile platforms (iOS, Android and Windows.)
 3. The software shall graph acoustic noise trends over time and allow the user to select the desired date range.
 4. The software shall visually display meters by noise level geographically in map view and allow customization of which meters are displayed or hidden.
 5. The software shall support meter event tracking, leak type categorization, commenting, and final resolution reporting after field leak investigations.
 6. The software shall provide auto-generated reports configurable by custom noise level and number of days.
 7. The software shall provide a list view of meters with corresponding data including latest acoustic noise value, maximum value, average value, customer side meter alarms such as leaks, and bursts and latest reading date.
 8. The software shall have the ability to assess meter flow conditions to determine if the leak may be before or after the meter.

9. The software shall provide the option to integrate a distribution pipe layer network to aid in visualization of meter locations in relation to distribution main lines and utility service lines.
10. The software shall be able to export data in CSV and PDF formats.

PART 3 EXECUTION

3.01 INSTALLATION REQUIREMENTS

- A. All equipment, hardware, and software shall be installed in accordance with the manufacturer's recommendations.
- B. Meters
 1. All meter install locations shall be collected with high resolution GPS (3-foot minimum horizontal accuracy) along with all pertinent information including but not limited to service address, meter size, meter/radio identification numbers, and all other collectible attributes determined during project kickoff meeting(s). This data shall be transmitted to the Utility in shapefile and .xlsx file formats, at minimum. Proposed methodology for this data collection should be discussed in the proposal.
 2. The meter may be installed at any angle and position with no minimum straight pipe and meet applicable AWWA accuracy standards.
 3. When the meter is installed, the use of a mobile application shall confirm that the meters signal is being received by one or more AMR/AMI data collector and verify the signal strength to determine whether the installation is good before leaving the installation site.
- C. Data Collectors: The collector shall be plug-and-play without requiring programming. The collector's assigned radio frequency shall be automatically configured over the network without the need for user intervention.

3.02 QUALITY CONTROL AND FIELD TESTING

- A. Field Testing: The Proposer and the manufacturer's representative shall demonstrate to the Owner that the equipment operates as designed and specified.
- B. Training: The Proposer shall provide technical training and supporting documentation to the Owner.

3.03 SYSTEM SUPPORT

- A. The meter system supplier shall provide hardware/software support for any active software subscription.

END OF SECTION

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

2024 Greenfield CDBG Water Meter Replacement

PO 16693

Appendix A

City of Greenfield
Meter Tabulation

Legend:

| | |
|--|---|
| | Meter needs replacement but do not activate |
| | Supply Meter, but no Labor for replacement |

Meter Count

| | |
|-------------|-----|
| 3/4" Meters | 113 |
| 2" Meters | 14 |

| ID | Address | Meter # | Size |
|----|-------------|-----------|------|
| 1 | 101 W Main | 9834949 | 3/4" |
| 2 | 103 W Main | 95426548 | 3/4" |
| 3 | 106 W Main | 11220942 | 3/4" |
| 4 | 197 W Main | 97819253 | 3/4" |
| 5 | 201 W Main | 9313531 | 3/4" |
| 6 | 202 W Main | 9834952 | 3/4" |
| 7 | 203 W Main | 58196630 | 3/4" |
| 8 | 204 W Main | 65175677 | 3/4" |
| 9 | 205 W Main | 9585159 | 3/4" |
| 10 | 206 W Main | 20356987 | 3/4" |
| 11 | 207 W Main | 60149976 | 3/4" |
| 12 | 208 W Main | 58704665 | 3/4" |
| 13 | 209 W Main | 11220945 | 3/4" |
| 14 | 301 W Main | 10357369 | 3/4" |
| 15 | 302 W Main | 212204578 | 3/4" |
| 16 | 303 W Main | 645126 | 3/4" |
| 17 | 304 W Main | 8550836 | 3/4" |
| 18 | 305 W Main | 81712336 | 3/4" |
| 19 | 306 W Main | 10626793 | 3/4" |
| 20 | 307 W Main | 112200967 | 3/4" |
| 21 | 308 W Main | 8635567 | 3/4" |
| 22 | 309 W Main | 97807237 | 3/4" |
| 23 | 310 W Main | 95327978 | 3/4" |
| 24 | 312 W Main | 9313533 | 3/4" |
| 25 | 314 W Main | 63035359 | 3/4" |
| 26 | 318a W Main | 7842836 | 3/4" |
| 27 | 318b W Main | 10626761 | 3/4" |
| 28 | 405 W Main | 96412388 | 2" |
| 29 | 397 W Main | 5959 | 3/4" |
| 30 | 401 W Main | 99491922 | 3/4" |
| 31 | 402 W Main | 11220900 | 3/4" |
| 32 | 403 W Main | 94645183 | 3/4" |
| 33 | 404 W Main | 9441070 | 3/4" |
| 34 | 405 W Main | 9313536 | 3/4" |
| 35 | 406 W Main | 10357857 | 2" |
| 36 | 407 W Main | 9920557 | 3/4" |
| 37 | 409 W Main | 20249460 | 3/4" |
| 38 | 411 W Main | 61904952 | 3/4" |
| 39 | 596 W Main | 96363630 | 3/4" |
| 40 | 603 W Main | 10057764 | 3/4" |
| 41 | 610 W Main | 10627046 | 3/4" |
| 42 | 611 W Main | 31057616 | 2" |

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

City of Greenfield
Meter Tabulation

| | | | |
|----|-------------------|-----------|------|
| 43 | 612 W Main | 97413569 | 3/4" |
| 44 | 614 W Main | 13961 | 3/4" |
| 45 | 615 W Main | 10057807 | 3/4" |
| 46 | 616 W Main | 5478002 | 3/4" |
| 47 | 617 W Main | 81561724 | 3/4" |
| 48 | 619 W Main | 20356983 | 3/4" |
| 49 | 625 W Main | 2976496 | 3/4" |
| 50 | 101 Rosewood | 8550835 | 3/4" |
| 51 | 103 Rosewood | 6597223 | 3/4" |
| 52 | 104 Rosewood | 58196632 | 3/4" |
| 53 | 106 Rosewood | 99492006 | 3/4" |
| 54 | 107 Rosewood | 9944916 | 3/4" |
| 55 | 108 Rosewood | 11220947 | 3/4" |
| 56 | 109 Rosewood | 3972 | 3/4" |
| 57 | 110 Rosewood | 56638830 | 3/4" |
| 58 | 111 Rosewood | 5478000 | 3/4" |
| 59 | 112 Rosewood | 22646818 | 3/4" |
| 60 | 113 Rosewood | 57359355 | 3/4" |
| 61 | 114 Rosewood | 77202983 | 3/4" |
| 62 | 115 Rosewood | 212466160 | 3/4" |
| 63 | 116 Rosewood | 59083411 | 3/4" |
| 64 | 106 Saddle Club | 20356978 | 3/4" |
| 65 | 130 Saddle Club | 9944914 | 3/4" |
| 66 | 146 Saddle Club | 9485092 | 3/4" |
| 67 | 150 Saddle Club | 97807204 | 3/4" |
| 68 | 156 Saddle Club | 8635625 | 3/4" |
| 69 | 178 Saddle Club | 9568249 | 3/4" |
| 70 | 179 Saddle Club | 99504488 | 3/4" |
| 71 | 188 Saddle Club | 97819275 | 3/4" |
| 72 | 198 Saddle Club | 9963182 | 3/4" |
| 73 | 212 Saddle Club | 8635565 | 3/4" |
| 74 | 224 Saddle Club | 99453460 | 3/4" |
| 75 | 240 Saddle Club | 10627047 | 3/4" |
| 76 | 242 Saddle Club | 60150012 | 3/4" |
| 77 | 246 Saddle Club | 93728407 | 3/4" |
| 78 | 252 Saddle Club | 80169031 | 3/4" |
| 79 | 256 Saddle Club | 11096169 | 3/4" |
| 80 | 260 Saddle Club | 19144161 | 3/4" |
| 81 | 264 Saddle Club | 64096536 | 3/4" |
| 82 | 268 Saddle Club | 5876630 | 3/4" |
| 83 | 284 Saddle Club | 97807240 | 3/4" |
| 84 | 297 Saddle Club | 56638792 | 3/4" |
| 85 | 297 Saddle Club | 212204720 | 3/4" |
| 86 | 351 Saddle Club | 9441072 | 3/4" |
| 87 | 386 Saddle Club | 8635666 | 3/4" |
| 88 | 386 Saddle Club | 58196639 | 3/4" |
| 89 | 510 Beech Springs | 212204696 | 3/4" |

TO BID, CONTRACTORS MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

City of Greenfield
Meter Tabulation

| | | | |
|-----|---------------------|-----------|------|
| 90 | 510 Beech Springs | 212204694 | 3/4" |
| 91 | 568 Beech Springs | 7638 | 3/4" |
| 92 | 590 Beech Springs | 8635566 | 3/4" |
| 93 | 610 Beech Springs | 98498163 | 3/4" |
| 94 | 611 Beech Springs | 2993 | 3/4" |
| 95 | 623 Beech Springs | 63971788 | 3/4" |
| 96 | 649 Beech Springs | 5560351 | 3/4" |
| 97 | 101 Chester | 9431967 | 3/4" |
| 98 | 102 Chester | 22646814 | 3/4" |
| 99 | 103 Chester | 94513957 | 3/4" |
| 100 | 104 Chester | 9568250 | 3/4" |
| 101 | 119 Chester | 99453461 | 3/4" |
| 102 | 134 Chester | 9485089 | 3/4" |
| 103 | 202 Chester | 10635574 | 3/4" |
| 104 | 303 Chester | 212466187 | 3/4" |
| 105 | 305 Chester | 58196623 | 3/4" |
| 106 | 314 Chester | 99492009 | 3/4" |
| 107 | 315 Chester | 81015901 | 3/4" |
| 108 | 404 Chester | 19144517 | 3/4" |
| 109 | 405 Chester | 96363619 | 3/4" |
| 110 | 415 Chester | 99429936 | 3/4" |
| 111 | 416 Chester | 5478001 | 3/4" |
| 112 | 429 Chester | 9834997 | 3/4" |
| 113 | 436 Chester | 5587327 | 3/4" |
| 114 | 444 Chester | 10635406 | 3/4" |
| 115 | 445 Chester | 212204693 | 3/4" |
| 116 | 513 Chester | 5429584 | 3/4" |
| 117 | 520 Chester | 60542902 | 3/4" |
| 118 | 116 Griffin | 9431970 | 3/4" |
| 119 | 120 Griffin | 65175672 | 3/4" |
| 120 | 130 Griffin | 242466198 | 3/4" |
| 121 | 132 Griffin | 60667039 | 3/4" |
| 122 | 135 Griffin | 95327980 | 3/4" |
| 123 | 136 Griffin | 63971789 | 3/4" |
| 124 | 143 Griffin | 7842833 | 3/4" |
| 125 | 144 Griffin | 99504489 | 3/4" |
| 126 | 151 Griffin | 9835004 | 3/4" |
| 127 | 155 Griffin | 22646822 | 3/4" |
| 128 | 215 Woodlawn | 64096774 | 3/4" |
| 129 | 305 Woodlawn | 94655900 | 3/4" |
| 130 | 317 Woodlawn | 11220970 | 3/4" |
| 131 | Woodlawn (Gym) | 15040697 | 2" |
| 132 | Woodlawn (Football) | 19154237 | 2" |
| 133 | 435 Woodlawn | 9431989 | 3/4" |
| 134 | 456 Woodlawn | 97354406 | 3/4" |
| 135 | 464 Woodlawn | 8550890 | 3/4" |
| 136 | 477 Woodlawn | 8550892 | 3/4" |

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

City of Greenfield
Meter Tabulation

| | | | |
|-----|-----------------------|-----------|------|
| 137 | 478 Woodlawn | 10635429 | 3/4" |
| 138 | 498 Woodlawn | 60413560 | 3/4" |
| 139 | 585 Woodlawn | 7302708 | 3/4" |
| 140 | 615 Woodlawn | 9944882 | 3/4" |
| 141 | 721 Woodlawn | 97819260 | 3/4" |
| 142 | 124 Boaz | 96363633 | 3/4" |
| 143 | 130 Boaz | 7433 | 3/4" |
| 144 | 123 Boaz | 7842826 | 3/4" |
| 145 | Boaz | 7302710 | 3/4" |
| 146 | 123a Wilson | 97807268 | 3/4" |
| 147 | 123b Wilson | 99504492 | 3/4" |
| 148 | 141 Wilson | 22646819 | 3/4" |
| 149 | 149a Wilson | 10357822 | 3/4" |
| 150 | 149b Wilson | 67168468 | 3/4" |
| 151 | 101 N Faxon | 5587326 | 3/4" |
| 152 | 105 N Faxon | 8635622 | 3/4" |
| 153 | 107 N Faxon | 57359357 | 3/4" |
| 154 | 209 N Faxon | 5560352 | 3/4" |
| 155 | 302 N Faxon | 97807334 | 3/4" |
| 156 | N Faxon (old HS) | 45514505 | 3/4" |
| 157 | S Faxon (Field House) | 369201 | 2" |
| 158 | 104 S Faxon | 10635569 | 3/4" |
| 159 | 106 S Faxon | 9431987 | 3/4" |
| 160 | 108 S Faxon | 60149975 | 3/4" |
| 161 | 102 Acklen | 11096173 | 3/4" |
| 162 | 201 Acklen | 60542892 | 3/4" |
| 163 | 202 Acklen | 97402449 | 3/4" |
| 164 | 203 Acklen | 58704611 | 3/4" |
| 165 | 204 Acklen | 6597317 | 3/4" |
| 166 | 205 Acklen | 8635568 | 3/4" |
| 167 | 206 Acklen | 99491921 | 3/4" |
| 168 | 208c Acklen | 8770915 | 3/4" |
| 169 | 210 Acklen | 5739356 | 3/4" |
| 170 | 212 Acklen | 645129 | 3/4" |
| 171 | 214 Acklen | 58972419 | 3/4" |
| 172 | 218 Acklen | 9920553 | 3/4" |
| 173 | 301 Acklen | 212466157 | 3/4" |
| 174 | 302 Acklen | 63971785 | 3/4" |
| 175 | 303 Acklen | 60150010 | 3/4" |
| 176 | 304 Acklen | 8770919 | 3/4" |
| 177 | 305 Acklen | 10627049 | 3/4" |
| 178 | 306 Acklen | 212466203 | 3/4" |
| 179 | 310 Acklen | 58196627 | 3/4" |
| 180 | 312 Acklen | 97354317 | 3/4" |
| 181 | 401 Acklen | 21246656 | 3/4" |
| 182 | 101 Forest | 8878971 | 3/4" |
| 183 | 101 Forest | 9012103 | 2" |

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

City of Greenfield
Meter Tabulation

| | | | |
|-----|---------------|-----------|------|
| 184 | 102 Forest | 11220965 | 3/4" |
| 185 | 104 Forest | 97807266 | 3/4" |
| 186 | 105 Forest | 11220909 | 3/4" |
| 187 | 107 Forest | 97354312 | 3/4" |
| 188 | 201 Forest | 8550896 | 3/4" |
| 189 | 202 Forest | 23501 | 3/4" |
| 190 | 206 Forest | 97501743 | 3/4" |
| 191 | 301 Forest | 6597313 | 3/4" |
| 192 | 302 Forest | 8550897 | 3/4" |
| 193 | 303 Forest | 66416636 | 3/4" |
| 194 | 304 Forest | 8635569 | 3/4" |
| 195 | 305 Forest | 99429934 | 3/4" |
| 196 | 307 Forest | 97554341 | 3/4" |
| 197 | 202 Peachtree | 8770911 | 3/4" |
| 198 | 204 Peachtree | 10357877 | 3/4" |
| 199 | 203 Peachtree | 212466190 | 3/4" |
| 200 | Lake | 10635401 | 3/4" |
| 201 | 300 Lake | 60542888 | 3/4" |
| 202 | 302 Lake | 8550899 | 3/4" |
| 203 | 303 Lake | 20249529 | 3/4" |
| 204 | 304 Lake | 8635570 | 3/4" |
| 205 | 108 Beale | 10626794 | 3/4" |
| 206 | 109 Beale | 11220949 | 3/4" |
| 207 | 102 College | 10635405 | 3/4" |
| 208 | 103 College | 9431969 | 3/4" |
| 209 | 104 College | 10057809 | 3/4" |
| 210 | 105 College | 96363612 | 3/4" |
| 211 | 106 College | 9485124 | 3/4" |
| 212 | 107 College | 20249525 | 3/4" |
| 213 | 202 College | 95426593 | 3/4" |
| 214 | 203 College | 81015903 | 3/4" |
| 215 | 205 College | 8635626 | 3/4" |
| 216 | 207 College | 8770920 | 3/4" |
| 217 | 302 College | 9313534 | 3/4" |
| 218 | 303 College | 9313532 | 3/4" |
| 219 | 304 College | 20249462 | 3/4" |
| 220 | 306 College | 96363611 | 3/4" |
| 221 | 104 Church | 97807264 | 3/4" |
| 222 | 105 N Church | 10626792 | 3/4" |
| 223 | 106 Church | 63035368 | 3/4" |
| 224 | 201 Church | 95426552 | 3/4" |
| 225 | 202 Church | 10353708 | 3/4" |
| 226 | 205 Church | 1528 | 3/4" |
| 227 | 206 Church | 8533585 | 3/4" |
| 228 | 101 Delmar | 61904916 | 3/4" |
| 229 | 103 Delmar | 93728402 | 3/4" |
| 230 | 104 Delmar | 97501790 | 3/4" |

TO BID, CONTRACTORS MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

City of Greenfield
Meter Tabulation

| | | | |
|-----|-----------------|----------|------|
| 231 | 105 Delmar | 97501797 | 3/4" |
| 232 | 107 Delmar | 99453465 | 3/4" |
| 233 | 108 Delmar | 57359407 | 3/4" |
| 234 | 112 Delmar | 19361000 | 3/4" |
| 235 | 113 Delmar | 20249464 | 3/4" |
| 236 | 114 Delmar | 60149972 | 3/4" |
| 237 | 115 Delmar | 57359354 | 3/4" |
| 238 | 116 Delmar | 10057808 | 3/4" |
| 239 | 200 Delmar | 94586600 | 3/4" |
| 240 | 201 Delmar | 94655955 | 3/4" |
| 241 | 204 Delmar | 9441074 | 3/4" |
| 242 | 205 Delmar | 97807208 | 3/4" |
| 243 | 207 Delmar | 8635578 | 3/4" |
| 244 | 209 Delmar | 61904938 | 3/4" |
| 245 | 503 S Meridian | 58196628 | 3/4" |
| 246 | 503 S Meridian | 96392004 | 3/4" |
| 247 | 801 S Meridian | 20249455 | 3/4" |
| 248 | 918 S Meridian | 3432 | 3/4" |
| 249 | 1048 S Meridian | 19144158 | 3/4" |
| 250 | 1198 S Meridian | 97554344 | 3/4" |
| 251 | 1209 S Meridian | 99491914 | 3/4" |
| 252 | 1254 S Meridian | 97354316 | 3/4" |
| 253 | 1270 S Meridian | 56638831 | 3/4" |
| 254 | 1298 S Meridian | 96392006 | 3/4" |
| 255 | 1299 S Meridian | 97554336 | 3/4" |
| 256 | 1401 S Meridian | 22646815 | 3/4" |
| 257 | 1517 S Meridian | 19079840 | 3/4" |
| 258 | 1731 S Meridian | 97807241 | 3/4" |
| 259 | 1751 S Meridian | 61904950 | 3/4" |
| 260 | 1715 S Meridian | 19079836 | 3/4" |
| 261 | 1845 S Meridian | 99491920 | 3/4" |
| 262 | 123 Meridian | 81015907 | 3/4" |
| 263 | 130 Meridian | 60542901 | 3/4" |
| 264 | 150 Meridian | 93728405 | 3/4" |
| 265 | 135 Meridian | 99453453 | 3/4" |
| 266 | 145 Meridian | 3906 | 3/4" |
| 267 | 208 Meridian | 3205 | 3/4" |
| 268 | 211 Meridian | 9485090 | 3/4" |
| 269 | 218 Meridian | 97402448 | 3/4" |
| 270 | 226 Meridian | 8635710 | 3/4" |
| 271 | 228 Meridian | 20356986 | 3/4" |
| 272 | 230 Meridian | 5876584 | 3/4" |
| 273 | 231 Meridian | 65175673 | 3/4" |
| 274 | 201 Brooks Dr | 93200472 | 3/4" |
| 275 | 205 | 37435 | 3/4" |
| 276 | Linen | 3005 | 3/4" |
| 277 | 104 Hillsboro | 97354401 | 3/4" |

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

City of Greenfield
Meter Tabulation

| | | | |
|-----|-------------------------|----------|------|
| 278 | 107 Hillsboro | 6597225 | 3/4" |
| 279 | 108 Hillsboro | 11096179 | 3/4" |
| 280 | 206 Hillsboro | 77370020 | 3/4" |
| 281 | 207 Hillsboro | 97819278 | 3/4" |
| 282 | 208 Hillsboro | 9835005 | 3/4" |
| 283 | 209 Hillsboro | 97819259 | 3/4" |
| 284 | 210 Hillsboro | 58196633 | 3/4" |
| 285 | 211 Hillsboro | 58972423 | 3/4" |
| 286 | 301 Hillsboro | 11096177 | 3/4" |
| 287 | 303a Hillsboro | 7842827 | 3/4" |
| 288 | 303b Hillsboro | 98498167 | 3/4" |
| 289 | 304 Hillsboro | 7575746 | 3/4" |
| 290 | 306 Hillsboro | 655920 | 3/4" |
| 291 | 308 Hillsboro | 66416639 | 3/4" |
| 292 | 310 Hillsboro | 96391994 | 3/4" |
| 293 | 315 Hillsboro | 99453447 | 3/4" |
| 294 | 316 Hillsboro | 61904935 | 3/4" |
| 295 | 317 Hillsboro | 3915 | 3/4" |
| 296 | 318 Hillsboro | 11220943 | 3/4" |
| 297 | 319 Hillsboro | 200456 | 3/4" |
| 298 | 321 Hillsboro | 61904953 | 3/4" |
| 299 | 323 Hillsboro (ag shop) | 63485222 | 3/4" |
| 300 | 402 Hillsboro | 22646816 | 3/4" |
| 301 | 404 Hillsboro | 645180 | 3/4" |
| 302 | 405 Hillsboro | 77207510 | 3/4" |
| 303 | 407 Hillsboro | 57359406 | 3/4" |
| 304 | 409 Hillsboro | 9944920 | 3/4" |
| 305 | 410 Hillsboro | 63971790 | 3/4" |
| 306 | 411 Hillsboro | 8770910 | 3/4" |
| 307 | 414 Hillsboro | 8550837 | 3/4" |
| 308 | 501 Hillsboro | 655934 | 3/4" |
| 309 | 502 Hillsboro | 96310585 | 3/4" |
| 310 | 503 Hillsboro | 7575745 | 3/4" |
| 311 | 506 Hillsboro | 8635707 | 3/4" |
| 312 | 512 Hillsboro | 10357861 | 3/4" |
| 313 | 534 Hillsboro | 5876628 | 3/4" |
| 314 | 535 Hillsboro | 8635564 | 3/4" |
| 315 | 605 Hillsboro | 10357364 | 3/4" |
| 316 | 675 Hillsboro | 96391996 | 3/4" |
| 317 | 680 Hillsboro | 96310600 | 3/4" |
| 318 | 684 Hillsboro | 58196635 | 3/4" |
| 319 | 724 Stagecoach | 5876579 | 3/4" |
| 320 | 772 Stagecoach | 8635562 | 3/4" |
| 321 | 790 Stagecoach | 8635561 | 3/4" |
| 322 | 804 Stagecoach | 8635572 | 3/4" |
| 323 | 113 Lynn Point Rd | 9944924 | 3/4" |
| 324 | 146 Lynn Point Rd | 60150013 | 3/4" |

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

City of Greenfield
Meter Tabulation

| | | | |
|-----|-------------------|-----------|------|
| 325 | 224 Lynn Point Rd | 8770912 | 3/4" |
| 326 | 251 Lynn Point Rd | 9684339 | 3/4" |
| 327 | 291 Lynn Point Rd | 67168470 | 3/4" |
| 328 | 303 Lynn Point Rd | 9944918 | 3/4" |
| 329 | 100 S Shelby | 5429582 | 3/4" |
| 330 | 101 S Shelby | 7302705 | 3/4" |
| 331 | 102 S Shelby | 63485220 | 3/4" |
| 332 | 104 S Shelby | 65175671 | 3/4" |
| 333 | 106 S Shelby | 7913877 | 3/4" |
| 334 | 108 S Shelby | 10626756 | 3/4" |
| 335 | 102 N Shelby | 77207638 | 3/4" |
| 336 | 106 N Shelby | 81015906 | 3/4" |
| 337 | 108 N Shelby | 99429929 | 3/4" |
| 338 | 101 Warsaw | 11220907 | 3/4" |
| 339 | 103 Warsaw | 8635705 | 3/4" |
| 340 | 104 Warsaw | 99429938 | 3/4" |
| 341 | 105 Warsaw | 21220471 | 3/4" |
| 342 | 106 Warsaw | 22646817 | 3/4" |
| 343 | 109 Warsaw | 60667044 | 3/4" |
| 344 | 201 Williams | 20356979 | 3/4" |
| 345 | 302 Williams | 81015902 | 3/4" |
| 346 | 304 Williams | 95327949 | 3/4" |
| 347 | 131 N Williams | 9568261 | 3/4" |
| 348 | 135 N Williams | 20357007 | 3/4" |
| 349 | 102 Elam | 8550893 | 3/4" |
| 350 | 104 Elam | 212466000 | 3/4" |
| 351 | 106a Elam | 8550821 | 3/4" |
| 352 | 106b Elam | 7575749 | 3/4" |
| 353 | 201 Hatcher | 61904940 | 3/4" |
| 354 | 202 Hatcher | 5876629 | 3/4" |
| 355 | 206 Hatcher | 20357004 | 3/4" |
| 356 | 207 Hatcher | 98398434 | 3/4" |
| 357 | 209 Hatcher | 98498235 | 3/4" |
| 358 | 211 Hatcher | 56638828 | 3/4" |
| 359 | 215 Hatcher | 8635621 | 3/4" |
| 360 | 304 Hatcher | 23498 | 3/4" |
| 361 | 306 Hatcher | 8550891 | 3/4" |
| 362 | 308 Hatcher | 94513870 | 3/4" |
| 363 | 450 Hatcher | 8770914 | 3/4" |
| 364 | 138 Holly Lane | 11220908 | 3/4" |
| 365 | 158 Holly Lane | 10353709 | 3/4" |
| 366 | 162 Holly Lane | 8635571 | 3/4" |
| 367 | 163 Holly Lane | 20356984 | 3/4" |
| 368 | 164 Holly Lane | 96363628 | 3/4" |
| 369 | 167 Holly Lane | 9485160 | 3/4" |
| 370 | 2065 Puckett Rd | 20249530 | 3/4" |
| 371 | 306 Highland | 98498237 | 3/4" |

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

City of Greenfield
Meter Tabulation

| | | | |
|-----|------------------|-----------|------|
| 372 | 352 Highland | 212466202 | 3/4" |
| 373 | 430 Highland | 8635584 | 3/4" |
| 374 | 462 Highland | 5429579 | 3/4" |
| 375 | 472 Highland | 19144160 | 3/4" |
| 376 | 482 Highland | 58704665 | 3/4" |
| 377 | 101 Somerset | 80169035 | 3/4" |
| 378 | 103 Somerset | 56638785 | 3/4" |
| 379 | 105 Somerset | 58196636 | 3/4" |
| 380 | 107 Somerset | 9441069 | 3/4" |
| 381 | 109 Somerset | 57359344 | 3/4" |
| 382 | 111 Somerset | 81712337 | 3/4" |
| 383 | 113 Somerset | 97554338 | 3/4" |
| 384 | 120 Somerset | 7302703 | 3/4" |
| 385 | 122 Somerset | 7487 | 3/4" |
| 386 | 128 Somerset | 77207527 | 3/4" |
| 387 | 102 Pecan | 99453443 | 3/4" |
| 388 | 104 Pecan | 97554340 | 3/4" |
| 389 | 100 Melrose | 212466109 | 3/4" |
| 390 | 101 Melrose | 9405121 | 3/4" |
| 391 | 103 Melrose | 7649 | 3/4" |
| 392 | 104 Melrose | 11221003 | 3/4" |
| 393 | 106 Melrose | 96310602 | 3/4" |
| 394 | 108 Melrose | 9835018 | 3/4" |
| 395 | 110 Melrose | 63035362 | 3/4" |
| 396 | 111 Melrose | 9835017 | 3/4" |
| 397 | 112 Melrose | 97402505 | 3/4" |
| 398 | 114 Melrose | 98498238 | 3/4" |
| 399 | 116 Melrose | 63035358 | 3/4" |
| 400 | 303 Melrose | 58704612 | 3/4" |
| 401 | 306 Melrose | 97402455 | 3/4" |
| 402 | 308 Melrose | 97402442 | 3/4" |
| 403 | 310 Melrose | 97554343 | 3/4" |
| 404 | 312 Melrose | 7639 | 3/4" |
| 405 | 313 Melrose | 9441073 | 3/4" |
| 406 | 401 Melrose | 8550839 | 3/4" |
| 407 | 402 Melrose | 99492012 | 3/4" |
| 408 | 404 Melrose | 98498239 | 3/4" |
| 409 | 405 Melrose | 8635664 | 3/4" |
| 410 | 406 Melrose | 8550888 | 3/4" |
| 411 | 407 Melrose | 23500 | 3/4" |
| 412 | 408 Melrose | 8550889 | 3/4" |
| 413 | 409 Melrose | 9313535 | 3/4" |
| 414 | 1907a N Meridian | 15020305 | 2" |
| 415 | 1907b N Meridian | 10357365 | 3/4" |
| 416 | 2001 N Meridian | 22646820 | 3/4" |
| 417 | 2129 N Meridian | 64096531 | 3/4" |
| 418 | 2161 N Meridian | 9944923 | 3/4" |

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

City of Greenfield
Meter Tabulation

| | | | |
|-----|-----------------|-----------|------|
| 419 | 2183 N Meridian | 11221004 | 3/4" |
| 420 | 2197 N Meridian | 10353705 | 3/4" |
| 421 | 2209 N Meridian | 7460 | 2" |
| 422 | 2209 N Meridian | 9684344 | 3/4" |
| 423 | 2253 N Meridian | 97807235 | 3/4" |
| 424 | 2275 N Meridian | 10626796 | 3/4" |
| 425 | 2286 N Meridian | 9963188 | 3/4" |
| 426 | 2287 N Meridian | 7842828 | 3/4" |
| 427 | 2299 N Meridian | 97554395 | 3/4" |
| 428 | 2300 N Meridian | 60149973 | 3/4" |
| 429 | 2306 N Meridian | 97807243 | 3/4" |
| 430 | 2307 N Meridian | 645101 | 3/4" |
| 431 | 2321 N Meridian | 97501791 | 3/4" |
| 432 | 2322 N Meridian | 951990 | 3/4" |
| 433 | 2336 N Meridian | 77203984 | 3/4" |
| 434 | 2342 N Meridian | 9834998 | 3/4" |
| 435 | 2352 N Meridian | 6518 | 3/4" |
| 436 | 2359 N Meridian | 97819258 | 3/4" |
| 437 | 2376 N Meridian | 5560354 | 3/4" |
| 438 | 2371 N Meridian | 97807269 | 3/4" |
| 439 | 2380 N Meridian | 11096178 | 3/4" |
| 440 | 2385 N Meridian | 573549409 | 3/4" |
| 441 | 2390 N Meridian | 513866 | 3/4" |
| 442 | 2402 N Meridian | 10635428 | 3/4" |
| 443 | 2420 N Meridian | 99504487 | 3/4" |
| 444 | 2425 N Meridian | 66416638 | 3/4" |
| 445 | 2504 N Meridian | 58972418 | 3/4" |
| 446 | 2524 N Meridian | 22646823 | 3/4" |
| 447 | 2534 N Meridian | 94523499 | 3/4" |
| 448 | 2526 N Meridian | 99453450 | 3/4" |
| 449 | 2544 N Meridian | 77202960 | 3/4" |
| 450 | 2554 N Meridian | 81712333 | 3/4" |
| 451 | 2564 N Meridian | 97807206 | 3/4" |
| 452 | 2576 N Meridian | 212204697 | 3/4" |
| 453 | 2535 N Meridian | 58196622 | 3/4" |
| 454 | 2610 N Meridian | 20357006 | 3/4" |
| 455 | 2669 N Meridian | 11096170 | 3/4" |
| 456 | 2700 N Meridian | 7913875 | 3/4" |
| 457 | 2700 N Meridian | 8550895 | 3/4" |
| 458 | 2718 N Meridian | 212204583 | 3/4" |
| 459 | 2719 N Meridian | 9835011 | 3/4" |
| 460 | 2728 N Meridian | 88033975 | 3/4" |
| 461 | 2752 N Meridian | 212204575 | 3/4" |
| 462 | 2779 N Meridian | 98498168 | 3/4" |
| 463 | 2780 N Meridian | 10636792 | 3/4" |
| 464 | 2780 N Meridian | 10357860 | 3/4" |
| 465 | 2828 N Meridian | 8635582 | 3/4" |

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

City of Greenfield
Meter Tabulation

| | | | |
|-----|------------------|----------|------|
| 466 | 2828 N Meridian | 16271390 | 2" |
| 467 | 2863 N Meridian | 19144152 | 3/4" |
| 468 | 3048 N Meridian | 58972380 | 3/4" |
| 469 | 3066 N Meridian | 2864 | 3/4" |
| 470 | 3070 N Meridian | 90769 | 3/4" |
| 471 | 3082 N Meridian | 96310601 | 3/4" |
| 472 | 3088 N Meridian | 19361035 | 3/4" |
| 473 | 3127 N Meridian | 99429933 | 3/4" |
| 474 | 3128 N Meridian | 61904914 | 3/4" |
| 475 | 3235 N Meridian | 99430197 | 3/4" |
| 476 | 3452 Hwy 45N | 9920551 | 3/4" |
| 477 | 3472 Hwy 45N | 9835008 | 3/4" |
| 478 | 3526 Hwy 45N | 98639099 | 3/4" |
| 479 | 3530 Hwy 45N | 67033566 | 3/4" |
| 480 | 1 Technology Dr | 10635626 | 3/4" |
| 481 | 2 Technology Dr | 99430181 | 3/4" |
| 482 | 100 Parker Dr | 55468715 | 2" |
| 483 | 239 Parker Dr | 3545 | 2" |
| 484 | 141 Fairview | 60150008 | 3/4" |
| 485 | 146 Fairview | 97501745 | 3/4" |
| 486 | 155 Fairview | 58704662 | 3/4" |
| 487 | 158 Fairview | 98498233 | 3/4" |
| 488 | 163 Fairview | 60150009 | 3/4" |
| 489 | 168 Fairview | 97510746 | 3/4" |
| 490 | 173 Fairview | 96310586 | 3/4" |
| 491 | 178 Fairview | 60413561 | 3/4" |
| 492 | 183 Fairview | 58972381 | 3/4" |
| 493 | 188 Fairview | 60413564 | 3/4" |
| 494 | 193 Fairview | 94513873 | 3/4" |
| 495 | 198 Fairview | 3963 | 3/4" |
| 496 | 203 Fairview | 98398438 | 3/4" |
| 497 | 207 Fairview | 10357363 | 3/4" |
| 498 | 212 Fairview | 95308041 | 3/4" |
| 499 | 130 Kimery Store | 9963189 | 3/4" |
| 500 | 157 Kimery Store | 8665 | 3/4" |
| 501 | 162 Kimery Store | 63035357 | 3/4" |
| 502 | 170 Kimery Store | 61904951 | 3/4" |
| 503 | 219 Kimery Store | 586604 | 3/4" |
| 504 | 103 E Main | 8533583 | 3/4" |
| 505 | 104 E Main | 85258400 | 3/4" |
| 506 | 110 E Main | 58704607 | 3/4" |
| 507 | 201 E Main | 58196629 | 3/4" |
| 508 | 205 E Main | 10057806 | 3/4" |
| 509 | 209 E Main | 9963187 | 3/4" |
| 510 | 211 E Main | 9963179 | 3/4" |
| 511 | 213 E Main | 11220905 | 3/4" |
| 512 | 221 E Main | 97554404 | 3/4" |

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

City of Greenfield
Meter Tabulation

| | | | |
|-----|--------------|-----------|------|
| 513 | 231 E Main | 19144135 | 3/4" |
| 514 | 235 E Main | 19079841 | 3/4" |
| 515 | 239 E Main | 9835012 | 3/4" |
| 516 | 304 E Main | 9963178 | 3/4" |
| 517 | 306 E Main | 58972379 | 3/4" |
| 518 | 308 E Main | 20249463 | 3/4" |
| 519 | 314 E Main | 97501686 | 3/4" |
| 520 | 318 E Main | 64096773 | 3/4" |
| 521 | 320 E Main | 212204579 | 3/4" |
| 522 | 601 E Main | 22646831 | 3/4" |
| 523 | 615 E Main | 81015904 | 3/4" |
| 524 | 629 E Main | 212466002 | 3/4" |
| 525 | 641 E Main | 9313528 | 3/4" |
| 526 | 657 E Main | 77201454 | 3/4" |
| 527 | 718 E Main | 97413571 | 3/4" |
| 528 | 769 E Main | 97402454 | 3/4" |
| 529 | 791 E Main | 9920560 | 3/4" |
| 530 | 839 E Main | 11220944 | 3/4" |
| 531 | 865 E Main | 9568262 | 3/4" |
| 532 | 865 E Main | 6602 | 3/4" |
| 533 | 120 Hwy 124 | 5953 | 3/4" |
| 534 | 147 Hwy 124 | 10627048 | 3/4" |
| 535 | 169 Hwy 124 | 3105 | 3/4" |
| 536 | 193 Hwy 124 | 8635577 | 3/4" |
| 537 | 206 Hwy 124 | 60413499 | 3/4" |
| 538 | 227 Hwy 124 | 78428229 | 3/4" |
| 539 | 256 Hwy 124 | 81015905 | 3/4" |
| 540 | 267 Hwy 124 | 22646827 | 3/4" |
| 541 | 298 Hwy 124 | 7575740 | 3/4" |
| 542 | 299 Hwy 124 | 9944881 | 3/4" |
| 543 | 313 Hwy 124 | 9944878 | 3/4" |
| 544 | 396 Hwy 124 | 6647 | 3/4" |
| 545 | 180 Adams Rd | 92740463 | 3/4" |
| 546 | 251 Adams Rd | 4532 | 3/4" |
| 547 | 265 Adams Rd | 9835019 | 3/4" |
| 548 | 295 Adams Rd | 9944917 | 3/4" |
| 549 | 335 Adams Rd | 81712347 | 3/4" |
| 550 | 302 Lane | 94534354 | 3/4" |
| 551 | 303 Lane | 94534436 | 3/4" |
| 552 | 304 Lane | 10635425 | 3/4" |
| 553 | 305 Lane | 534355 | 3/4" |
| 554 | 306 Lane | 97402503 | 3/4" |
| 555 | 307 Lane | 95426596 | 3/4" |
| 556 | 308 Lane | 9920558 | 3/4" |
| 557 | 309 Lane | 9920559 | 3/4" |
| 558 | 201 Akin | 9677409 | 3/4" |
| 559 | 203 Akin | 10353706 | 3/4" |

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

City of Greenfield
Meter Tabulation

| | | | |
|-----|---------------|-----------|------|
| 560 | 201 Vance | 6597314 | 3/4" |
| 561 | 203 Vance | 95308044 | 3/4" |
| 562 | 206 Vance | 8770913 | 3/4" |
| 563 | 208 Vance | 999430194 | 3/4" |
| 564 | 118 Tucker Cv | 66416635 | 3/4" |
| 565 | 218 Elm | 99491950 | 3/4" |
| 566 | 230 Elm | 7575739 | 3/4" |
| 567 | 101 Greenlawn | 65175678 | 3/4" |
| 568 | 102 Greenlawn | 22646832 | 3/4" |
| 569 | 104 Greenlawn | 5657026 | 3/4" |
| 570 | 106 Greenlawn | 89436211 | 3/4" |
| 571 | 107 Greenlawn | 66416637 | 3/4" |
| 572 | 108 Greenlawn | 11221006 | 3/4" |
| 573 | 109 Greenlawn | 7484 | 3/4" |
| 574 | 110 Greenlawn | 426566 | 3/4" |
| 575 | 111 Greenlawn | 61904955 | 3/4" |
| 576 | 115 Greenlawn | 95426567 | 3/4" |
| 577 | 116 Greenlawn | 22646838 | 3/4" |
| 578 | 117 Greenlawn | 9481971 | 3/4" |
| 579 | 118 Greenlawn | 9485091 | 3/4" |
| 580 | 119 Greenlawn | 98398443 | 3/4" |
| 581 | 120 Greenlawn | 212204573 | 3/4" |
| 582 | 121 Greenlawn | 9485094 | 3/4" |
| 583 | 122 Greenlawn | 9485093 | 3/4" |
| 584 | 123 Greenlawn | 95426568 | 3/4" |
| 585 | 124 Greenlawn | 99491913 | 3/4" |
| 586 | 125 Greenlawn | 8550834 | 3/4" |
| 587 | 126 Greenlawn | 91657464 | 3/4" |
| 588 | 127 Greenlawn | 99491947 | 3/4" |
| 589 | 129 Greenlawn | 99491916 | 3/4" |
| 590 | 421 Greenlawn | 11220951 | 3/4" |
| 591 | 420 Greenlawn | 98398435 | 3/4" |
| 592 | 427 Greenlawn | 10357371 | 3/4" |
| 593 | 428 Greenlawn | 10357858 | 3/4" |
| 594 | 436 Greenlawn | 10627045 | 3/4" |
| 595 | 437 Greenlawn | 97402499 | 3/4" |
| 596 | 447 Greenlawn | 9920552 | 3/4" |
| 597 | 201 Poplar | 6597316 | 3/4" |
| 598 | 202 Poplar | 5657021 | 3/4" |
| 599 | 204 Poplar | 5587328 | 3/4" |
| 600 | 205 Poplar | 97819250 | 3/4" |
| 601 | 207 Poplar | 81712335 | 3/4" |
| 602 | 206 Poplar | 21246605 | 3/4" |
| 603 | 209 Poplar | 8550838 | 3/4" |
| 604 | 210 Poplar | 10357367 | 3/4" |
| 605 | 211 Poplar | 8635574 | 3/4" |
| 606 | 212 Poplar | 7575760 | 3/4" |

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

City of Greenfield
Meter Tabulation

| | | | |
|-----|------------------|-----------|------|
| 607 | 213 Poplar | 82298666 | 3/4" |
| 608 | 214 Poplar | 9481520 | 3/4" |
| 609 | 215 Poplar | 9635663 | 3/4" |
| 610 | 218 Poplar | 40461 | 3/4" |
| 611 | 301 Poplar | 97554400 | 3/4" |
| 612 | 302 Poplar | 10357859 | 3/4" |
| 613 | 303 Poplar | 97501687 | 3/4" |
| 614 | 304 Poplar | 4250 | 3/4" |
| 615 | 305 Poplar | 86601 | 3/4" |
| 616 | 306 Poplar | 212204721 | 3/4" |
| 617 | 307 Poplar | 8635574 | 3/4" |
| 618 | 308 Poplar | 11096175 | 3/4" |
| 619 | 310 Poplar | 97501793 | 3/4" |
| 620 | 201 Harvard | 81712340 | 3/4" |
| 621 | 202 Harvard | 63035361 | 3/4" |
| 622 | 203 Harvard | 67168476 | 3/4" |
| 623 | 204 Harvard | 7575747 | 3/4" |
| 624 | 205a Harvard | 7575748 | 3/4" |
| 625 | 205b Harvard | 7575748 | 3/4" |
| 626 | 206 Harvard | 8550818 | 3/4" |
| 627 | 207 Harvard | 34440 | 3/4" |
| 628 | 208 Harvard | 61904919 | 3/4" |
| 629 | 209 Harvard | 8550838 | 3/4" |
| 630 | 210 Harvard | 212466001 | 3/4" |
| 631 | 212 Harvard | 90943101 | 3/4" |
| 632 | 104 Jackson | 90774 | 3/4" |
| 633 | 115 Jackson | 40460 | 3/4" |
| 634 | 116 Jackson | 3976 | 3/4" |
| 635 | 163 Jackson | 645128 | 3/4" |
| 636 | 221 Jackson | 22646826 | 3/4" |
| 637 | 235 Jackson | 5876582 | 3/4" |
| 638 | 255 Jackson | 7842834 | 3/4" |
| 639 | 264 Jackson | 92697650 | 3/4" |
| 640 | 302 Jackson | 212466200 | 3/4" |
| 641 | 101 South Second | 20356988 | 3/4" |
| 642 | 202 South Second | 207635 | 3/4" |
| 643 | 208 South Second | 81712342 | 3/4" |
| 644 | 301 South Second | 59083385 | 3/4" |
| 645 | 306 South Second | 37545 | 3/4" |
| 646 | 308 South Second | 57359402 | 3/4" |
| 647 | 401 South Second | 56638791 | 3/4" |
| 648 | 403 South Second | 8635575 | 3/4" |
| 649 | 405 South Second | 99430183 | 3/4" |
| 650 | 501 South Second | 60542891 | 3/4" |
| 651 | 503 South Second | 67168475 | 3/4" |
| 652 | 603 South Second | 81712334 | 3/4" |
| 653 | 604 South Second | 8533714 | 3/4" |

TO BID, CONTRACTORS MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

City of Greenfield
Meter Tabulation

| | | | |
|-----|-------------------|-----------|------|
| 654 | 605 South Second | 10635405 | 3/4" |
| 655 | 606 South Second | 93200470 | 3/4" |
| 656 | 640 South Second | 9920554 | 3/4" |
| 657 | 1 East Main Cove | 201124444 | 3/4" |
| 658 | 2 East Main Cove | 201124434 | 3/4" |
| 659 | 24 East Main Cove | 201124443 | 3/4" |
| 660 | 25 East Main Cove | 201124441 | 3/4" |
| 661 | 6 East Main Cove | 201124430 | 3/4" |
| 662 | 5 East Main Cove | 201124429 | 3/4" |
| 663 | 3 East Main Cove | 201124433 | 3/4" |
| 664 | 4 East Main Cove | 201124432 | 3/4" |
| 665 | 9 East Main Cove | 201124431 | 3/4" |
| 666 | 8 East Main Cove | 201124461 | 3/4" |
| 667 | 13 East Main Cove | 201124418 | 3/4" |
| 668 | 7 East Main Cove | 201124420 | 3/4" |
| 669 | 23 East Main Cove | 201124405 | 3/4" |
| 670 | 22 East Main Cove | 201124455 | 3/4" |
| 671 | 14 East Main Cove | 201124410 | 3/4" |
| 672 | 21 East Main Cove | 201124464 | 3/4" |
| 673 | 15 East Main Cove | 201124406 | 3/4" |
| 674 | 20 East Main Cove | 201124455 | 3/4" |
| 675 | 16 East Main Cove | 201124459 | 3/4" |
| 676 | 19 East Main Cove | 201124422 | 3/4" |
| 677 | 18 East Main Cove | 20824256 | 3/4" |
| 678 | 17 East Main Cove | 18249123 | 3/4" |
| 679 | 12 East Main Cove | 19306330 | 3/4" |
| 680 | 11 East Main Cove | 201124463 | 3/4" |
| 681 | 3-Office | 201124407 | 3/4" |
| 682 | 310a | 201124445 | 3/4" |
| 683 | 310b | 201124446 | 3/4" |
| 684 | 312a | 31046718 | 3/4" |
| 685 | 312b | 201124442 | 3/4" |
| 686 | 116 N Second | 20356981 | 3/4" |
| 687 | 206 N Second | 99430198 | 3/4" |
| 688 | 209 N Second | 11220952 | 3/4" |
| 689 | 212 N Second | 77207455 | 3/4" |
| 690 | 304a N Second | 83420260 | 3/4" |
| 691 | 304b N Second | 99453456 | 3/4" |
| 692 | 306 N Second | 58972422 | 3/4" |
| 693 | 308 N Second | 97354400 | 3/4" |
| 694 | 308b N Second | 10635404 | 3/4" |
| 695 | 102 Garland | 80169026 | 3/4" |
| 696 | 103 Garland | 90943113 | 3/4" |
| 697 | 105 Garland | 94645106 | 3/4" |
| 698 | 201 Garland | 19361002 | 3/4" |
| 699 | 203 Garland | 3907 | 3/4" |
| 700 | 204 Garland | 212466188 | 3/4" |

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

City of Greenfield
Meter Tabulation

| | | | |
|-----|--------------|-----------|------|
| 701 | 205 Garland | 1350 | 3/4" |
| 702 | 206 Garland | 207484 | 3/4" |
| 703 | 301 Garland | 8635709 | 3/4" |
| 704 | 303 Garland | 45178 | 3/4" |
| 705 | 304 Garland | 655919 | 3/4" |
| 706 | 305 Garland | 97354403 | 3/4" |
| 707 | 306 Garland | 9963186 | 3/4" |
| 708 | 307 Garland | 96392008 | 3/4" |
| 709 | 308 Garland | 10057810 | 3/4" |
| 710 | 309 Garland | 645125 | 3/4" |
| 711 | 310 Garland | 99453454 | 3/4" |
| 712 | 311 Garland | 20357087 | 3/4" |
| 713 | 312 Garland | 96392009 | 3/4" |
| 714 | 313 Garland | 9485156 | 3/4" |
| 715 | 314 Garland | 63485221 | 3/4" |
| 716 | 315 Garland | 9485155 | 3/4" |
| 717 | 318 Garland | 58704610 | 3/4" |
| 718 | 319 Garland | 10626757 | 3/4" |
| 719 | 321 Garland | 645104 | 3/4" |
| 720 | 325 Garland | 59083380 | 3/4" |
| 721 | 402a Garland | 8635688 | 3/4" |
| 722 | 402b Garland | 8635692 | 3/4" |
| 723 | 403 Garland | 58704600 | 3/4" |
| 724 | 404 Garland | 77207587 | 3/4" |
| 725 | 405 Garland | 207582 | 3/4" |
| 726 | 407 Garland | 8635691 | 3/4" |
| 727 | 409 Garland | 60542903 | 3/4" |
| 728 | 415a Garland | 11096168 | 3/4" |
| 729 | 415b Garland | 11096171 | 3/4" |
| 730 | 411 Garland | 237507 | 3/4" |
| 731 | 201a Avalon | 9431966 | 3/4" |
| 732 | 201b Avalon | 58196625 | 3/4" |
| 733 | 203 Avalon | 98398442 | 3/4" |
| 734 | 204 Avalon | 7302702 | 3/4" |
| 735 | 205 Avalon | 99453438 | 3/4" |
| 736 | 206 Avalon | 10357368 | 3/4" |
| 737 | 207 Avalon | 97402450 | 3/4" |
| 738 | 208 Avalon | 97554399 | 3/4" |
| 739 | 209 Avalon | 97413563 | 3/4" |
| 740 | 210 Avalon | 212466201 | 3/4" |
| 741 | 212a Avalon | 7575741 | 3/4" |
| 742 | 212b Avalon | 96310598 | 3/4" |
| 743 | 204 Walnut | 60542904 | 3/4" |
| 744 | 206 Walnut | 77207584 | 3/4" |
| 745 | 208 Walnut | 8550894 | 3/4" |
| 746 | 210 Walnut | 61904942 | 3/4" |
| 747 | 301 Walnut | 94586650 | 3/4" |

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

City of Greenfield
Meter Tabulation

| | | | |
|-----|-------------------------|-----------|------|
| 748 | 306 Walnut | 13875 | 3/4" |
| 749 | 308 Walnut | 63485218 | 3/4" |
| 750 | 402 Walnut | 10635572 | 3/4" |
| 751 | 403 Walnut | 19361005 | 3/4" |
| 752 | 404 Walnut | 96391993 | 3/4" |
| 753 | 405 Walnut | 96392007 | 3/4" |
| 754 | 406 Walnut | 97501748 | 3/4" |
| 755 | 407 Walnut | 10357933 | 3/4" |
| 756 | 408 Walnut | 95308042 | 3/4" |
| 757 | 409 Walnut | 10357932 | 3/4" |
| 758 | 101 Terrace | 9313526 | 3/4" |
| 759 | 102 Terrace | 57359350 | 3/4" |
| 760 | 103 Terrace | 8635573 | 3/4" |
| 761 | Terrace (Nelson garage) | 10635625 | 3/4" |
| 762 | 104 Terrace | 9920555 | 3/4" |
| 763 | 105 Broad | 5657028 | 3/4" |
| 764 | 106 Broad | 4032 | 3/4" |
| 765 | 107 Broad | 655953 | 3/4" |
| 766 | 109 Broad | 94055033 | 3/4" |
| 767 | 110 Broad | 19144162 | 3/4" |
| 768 | 112 Broad | 19144163 | 3/4" |
| 769 | 205 Broad | 110969172 | 3/4" |
| 770 | 206 Broad | 59083383 | 3/4" |
| 771 | 301 Broad | 655882 | 3/4" |
| 772 | 302 Broad | 63971779 | 3/4" |
| 773 | 303 Broad | 624895 | 3/4" |
| 774 | 304 Broad | 9834950 | 3/4" |
| 775 | 305 Broad | 657465 | 3/4" |
| 776 | 306 Broad | 20357002 | 3/4" |
| 777 | 307 Broad | 81712343 | 3/4" |
| 778 | 308 Broad | 402501 | 3/4" |
| 779 | 309 Broad | 9944922 | 3/4" |
| 780 | 310 Broad | 10635624 | 3/4" |
| 781 | 311 Broad | 212204719 | 3/4" |
| 782 | 312 Broad | 201339 | 3/4" |
| 783 | 314 Broad | 63991 | 3/4" |
| 784 | 316 Broad | 96391992 | 3/4" |
| 785 | 317a Broad | 8635690 | 3/4" |
| 786 | 317b Broad | 65672240 | 3/4" |
| 787 | 318 Broad | 5657025 | 3/4" |
| 788 | 322 Broad | 11220950 | 3/4" |
| 789 | 401 Broad | 65672239 | 3/4" |
| 790 | 502 Broad | 5560348 | 3/4" |
| 791 | 503 Broad | 97807267 | 3/4" |
| 792 | 505 Broad | 81015900 | 3/4" |
| 793 | 507 Broad | 77207622 | 3/4" |
| 794 | 512 Broad | 77207555 | 3/4" |

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

City of Greenfield
Meter Tabulation

| | | | |
|-----|----------------------|-----------|------|
| 795 | 563 Broad | 943102 | 3/4" |
| 796 | 570 Broad | 80169028 | 3/4" |
| 797 | 601 Broad | 66416634 | 3/4" |
| 798 | 711 Broad | 7842832 | 3/4" |
| 799 | 725 Broad | 10353710 | 3/4" |
| 800 | 803 Broad | 58972377 | 3/4" |
| 801 | 813 Broad | 60666986 | 3/4" |
| 802 | 827 Broad | 96310603 | 3/4" |
| 803 | 860 Broad | 9313529 | 3/4" |
| 804 | 863 Broad | 20357090 | 3/4" |
| 805 | 875 Broad | 7531 | 3/4" |
| 806 | 883 Broad | 212466186 | 3/4" |
| 807 | 885 Broad | 7842831 | 3/4" |
| 808 | 903 Broad | 5478008 | 3/4" |
| 809 | 910 Broad | 10353707 | 3/4" |
| 810 | 915 Broad | 8635667 | 3/4" |
| 811 | 920 Broad | 21220458 | 3/4" |
| 812 | 121 Bob House Drive | | 3/4" |
| 813 | 141 Bob House Drive | 20357003 | 3/4" |
| 814 | 181 Bob House Drive | 5429580 | 3/4" |
| 815 | 195 Bob House Drive | 11221005 | 3/4" |
| 816 | 201 Woodside | 97807236 | 3/4" |
| 817 | 203 Woodside | 9568251 | 3/4" |
| 818 | 204 Woodside | 8635668 | 3/4" |
| 819 | 205 Woodside | 90943100 | 3/4" |
| 820 | 207 Woodside | 5478005 | 3/4" |
| 821 | 211 Woodside | 80169027 | 3/4" |
| 822 | 212 Woodside | 8635665 | 3/4" |
| 823 | 301 Woodside | 5560347 | 3/4" |
| 824 | 302 Woodside | 5429583 | 3/4" |
| 825 | 303 Woodside | 10635427 | 3/4" |
| 826 | 305 Woodside | 11220901 | 3/4" |
| 827 | 102 Littleton | 5560356 | 3/4" |
| 828 | 104 Littleton | 9835001 | 3/4" |
| 829 | 109 Littleton | 97807207 | 3/4" |
| 830 | 196 Littleton | 212204718 | 3/4" |
| 831 | 112 Woodvale | 212204577 | 3/4" |
| 832 | 114 Woodvale | 7575752 | 3/4" |
| 833 | 115 Woodvale | 11220966 | 3/4" |
| 834 | 116 Woodvale | 81712338 | 3/4" |
| 835 | 202 Woodvale | 212466161 | 3/4" |
| 836 | 120 White Oaks Drive | 212204574 | 3/4" |
| 837 | 130 White Oaks Drive | 9835014 | 3/4" |
| 838 | 204 White Oaks Drive | 56638814 | 3/4" |
| 839 | 211 White Oaks Drive | 9835013 | 3/4" |
| 840 | 202 Ridgecrest | 9835002 | 3/4" |
| 841 | 204 Ridgecrest | 60667040 | 3/4" |

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

City of Greenfield
Meter Tabulation

| | | | |
|-----|------------------|-----------|------|
| 842 | 302 Ridgecrest | 5560353 | 3/4" |
| 843 | 305 Ridgecrest | 10635430 | 3/4" |
| 844 | 306 Ridgecrest | 9431986 | 3/4" |
| 845 | 307 Ridgecrest | 99453464 | 3/4" |
| 846 | 309 Ridgecrest | 64096534 | 3/4" |
| 847 | 310 Ridgecrest | 8635580 | 3/4" |
| 848 | 311 Ridgecrest | 57359341 | 3/4" |
| 849 | 312 Ridgecrest | 19079839 | 3/4" |
| 850 | 314 Ridgecrest | 99492008 | 3/4" |
| 851 | 316 Ridgecrest | 8770917 | 3/4" |
| 852 | 320 Ridgecrest | 20357005 | 3/4" |
| 853 | 420 Ridgecrest | 212466003 | 3/4" |
| 854 | 460 Ridgecrest | 60666985 | 3/4" |
| 855 | 480 Ridgecrest | 97807238 | 3/4" |
| 856 | 101 Crestview | 11220910 | 3/4" |
| 857 | 706 Crestview | 96391999 | 3/4" |
| 858 | 710 Crestview | 9568252 | 3/4" |
| 859 | 714 Crestview | 9684342 | 3/4" |
| 860 | 716 Crestview | 40481 | 3/4" |
| 861 | 718 Crestview | 81712344 | 3/4" |
| 862 | 720 Crestview | 5876580 | 3/4" |
| 863 | 799 Crestview | 10357370 | 3/4" |
| 864 | 801 Crestview | 58704666 | 3/4" |
| 865 | 803 Crestview | 97819256 | 3/4" |
| 866 | 805 Crestview | 81712348 | 3/4" |
| 867 | 807 Crestview | 19144155 | 3/4" |
| 868 | 901 Crestview | 1463 | 3/4" |
| 869 | 903 Crestview | 9684341 | 3/4" |
| 870 | 400 Jefferson | 20357086 | 3/4" |
| 871 | 401 Jefferson | 94645174 | 3/4" |
| 872 | 402 Jefferson | 9568259 | 3/4" |
| 873 | 403 Jefferson | 60413497 | 3/4" |
| 874 | 404 Jefferson | 57359408 | 3/4" |
| 875 | 406 Jefferson | 243170 | 3/4" |
| 876 | 412 Jefferson | 19361031 | 3/4" |
| 877 | 414 Jefferson | 20249461 | 3/4" |
| 878 | 416 Jefferson | 11221002 | 3/4" |
| 879 | 418 Jefferson | 99491919 | 3/4" |
| 880 | 420 Jefferson | 10626797 | 3/4" |
| 881 | 501 Jefferson | 60413562 | 3/4" |
| 882 | 503 Jefferson | 97819276 | 3/4" |
| 883 | 505 Jefferson | 8568264 | 3/4" |
| 884 | 601 Jefferson | 19361030 | 3/4" |
| 885 | 603 Jefferson | 94586648 | 3/4" |
| 886 | 100a E Crestview | 9677403 | 3/4" |
| 887 | 100b E Crestview | 9677402 | 3/4" |
| 888 | 100c E Crestview | 9677404 | 3/4" |

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

City of Greenfield
Meter Tabulation

| | | | |
|-----|-----------------|-----------|------|
| 889 | 102 E Crestview | 19361033 | 3/4" |
| 890 | 103 E Crestview | 9944877 | 3/4" |
| 891 | 104 E Crestview | 97819279 | 3/4" |
| 892 | 105 E Crestview | 9944880 | 3/4" |
| 893 | 106 E Crestview | 5478009 | 3/4" |
| 894 | 107 E Crestview | 8550820 | 3/4" |
| 895 | 108 E Crestview | 10357362 | 3/4" |
| 896 | 109 E Crestview | 9568248 | 3/4" |
| 897 | 110 E Crestview | 655929 | 3/4" |
| 898 | 111 E Crestview | 63035367 | 3/4" |
| 899 | 112 E Crestview | 9835003 | 3/4" |
| 900 | 113 E Crestview | 60667043 | 3/4" |
| 901 | 114 E Crestview | 10635426 | 3/4" |
| 902 | 115 E Crestview | 97354398 | 3/4" |
| 903 | 116 E Crestview | 29764965 | 3/4" |
| 904 | 117 E Crestview | 94319883 | 3/4" |
| 905 | 118 E Crestview | 5560350 | 3/4" |
| 906 | 119 E Crestview | 212204716 | 3/4" |
| 907 | 101 Glendale | 99430180 | 3/4" |
| 908 | 102 Glendale | 10357934 | 3/4" |
| 909 | 104 Glendale | 99430196 | 3/4" |
| 910 | 105 Glendale | 9485122 | 3/4" |
| 911 | 106 Glendale | 212204580 | 3/4" |
| 912 | 107 Glendale | 310584 | 3/4" |
| 913 | 108 Glendale | 212204582 | 3/4" |
| 914 | 109 Glendale | 22646830 | 3/4" |
| 915 | 111 Glendale | 20357091 | 3/4" |
| 916 | 201 Glendale | 20356989 | 3/4" |
| 917 | 205 Glendale | 9944913 | 3/4" |
| 918 | 101 Fairlane Dr | 10057 | 3/4" |
| 919 | 104 Fairlane Dr | 98398439 | 3/4" |
| 920 | 301 Fairlane Dr | 60542889 | 3/4" |
| 921 | 302 Fairlane Dr | 9963184 | 3/4" |
| 922 | 303 Fairlane Dr | 81712332 | 3/4" |
| 923 | 304 Fairlane Dr | 65175669 | 3/4" |
| 924 | 305 Fairlane Dr | 60667042 | 3/4" |
| 925 | 307 Fairlane Dr | 67168474 | 3/4" |
| 926 | 308 Fairlane Dr | 19144154 | 3/4" |
| 927 | 309 Fairlane Dr | 9835015 | 3/4" |
| 928 | 310 Fairlane Dr | 63035363 | 3/4" |
| 929 | 311 Fairlane Dr | 13846 | 3/4" |
| 930 | 313 Fairlane Dr | 413568 | 3/4" |
| 931 | 314 Fairlane Dr | 97413566 | 3/4" |
| 932 | 315 Fairlane Dr | 20356985 | 3/4" |
| 933 | 316 Fairlane Dr | 817285 | 3/4" |
| 934 | 317 Fairlane Dr | 65175676 | 3/4" |
| 935 | 318 Fairlane Dr | 20356982 | 3/4" |

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

City of Greenfield
Meter Tabulation

| | | | |
|-----|--------------------|-----------|------|
| 936 | 401 Fairlane Dr | 8770909 | 3/4" |
| 937 | 402 Fairlane Dr | 97501684 | 3/4" |
| 938 | 403 Fairlane Dr | 67168477 | 3/4" |
| 939 | 404 Fairlane Dr | 8550816 | 3/4" |
| 940 | 405 Fairlane Dr | 58196638 | 3/4" |
| 941 | 406 Fairlane Dr | 943104 | 3/4" |
| 942 | 407 Fairlane Dr | 81712351 | 3/4" |
| 943 | 409 Fairlane Dr | 9835016 | 3/4" |
| 944 | 410* Fairlane Dr | | 3/4" |
| 945 | 411 Fairlane Dr | 97500909 | 3/4" |
| 946 | 413 Fairlane Dr | 65672236 | 3/4" |
| 947 | 500 Fairlane Dr | 20249526 | 3/4" |
| 948 | 501 Fairlane Dr | 63971782 | 3/4" |
| 949 | 502 Fairlane Dr | 5478006 | 3/4" |
| 950 | 503 Fairlane Dr | 5429581 | 3/4" |
| 951 | 504 Fairlane Dr | 8635579 | 3/4" |
| 952 | 505 Fairlane Dr | 7575751 | 3/4" |
| 953 | 507 Fairlane Dr | 65672238 | 3/4" |
| 954 | 509 Fairlane Dr | 7842880 | 3/4" |
| 955 | 510 Fairlane Dr | 95327945 | 3/4" |
| 956 | 511 Fairlane Dr | 60413495 | 3/4" |
| 957 | 512 Fairlane Dr | 11096176 | 3/4" |
| 958 | 513 Fairlane Dr | 11220904 | 3/4" |
| 959 | 514 Fairlane Dr | 212466004 | 3/4" |
| 960 | 516 Fairlane Dr | 56638822 | 3/4" |
| 961 | 301 W Fairlane Dr | 11220968 | 3/4" |
| 962 | 303 W Fairlane Dr | 19361032 | 3/4" |
| 963 | 406 Vine | 9835000 | 3/4" |
| 964 | 411 Vine | 64096772 | 3/4" |
| 965 | 412 Vine | 81712341 | 3/4" |
| 966 | 415 Vine | 97354310 | 3/4" |
| 967 | 417 Vine | 5560345 | 3/4" |
| 968 | 301 Falcon | 212466158 | 3/4" |
| 969 | 303 Falcon | 7913880 | 3/4" |
| 970 | 304 Falcon | 93663987 | 3/4" |
| 971 | 305 Falcon | 7913876 | 3/4" |
| 972 | 307 Falcon | 96391991 | 3/4" |
| 973 | 309 Falcon | 98498236 | 3/4" |
| 974 | 310 Falcon | 63994 | 3/4" |
| 975 | 311 Falcon | 1496 | 3/4" |
| 976 | 312 Falcon | 97819252 | 3/4" |
| 977 | 300 Old Dresden Rd | 63485223 | 3/4" |
| 978 | 302 Old Dresden Rd | 237497 | 3/4" |
| 979 | 306 Old Dresden Rd | 45177 | 3/4" |
| 980 | 301 Belair Dr | 92697643 | 3/4" |
| 981 | 303 Belair Dr | 697637 | 3/4" |
| 982 | 304 Belair Dr | 63035365 | 3/4" |

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

City of Greenfield
Meter Tabulation

| | | | |
|------|---------------|-----------|------|
| 983 | 305 Belair Dr | 80169029 | 3/4" |
| 984 | 307 Belair Dr | 67168473 | 3/4" |
| 985 | 308 Belair Dr | 99491917 | 3/4" |
| 986 | 309 Belair Dr | 9834999 | 3/4" |
| 987 | 310 Belair Dr | 7842837 | 3/4" |
| 988 | 311 Belair Dr | 94655918 | 3/4" |
| 989 | 312 Belair Dr | 9834951 | 3/4" |
| 990 | 313 Belair Dr | 57359342 | 3/4" |
| 991 | 314 Belair Dr | 59083412 | 3/4" |
| 992 | 316 Belair Dr | 81015899 | 3/4" |
| 993 | 401 Belair Dr | 10635403 | 3/4" |
| 994 | 402 Belair Dr | 65175675 | 3/4" |
| 995 | 403 Belair Dr | 99453451 | 3/4" |
| 996 | 404 Belair Dr | 212204576 | 3/4" |
| 997 | 405 Belair Dr | 11220899 | 3/4" |
| 998 | 406 Belair Dr | 99491949 | 3/4" |
| 999 | 408 Belair Dr | 65175674 | 3/4" |
| 1000 | 201 Evergreen | 90771 | 3/4" |
| 1001 | 202 Evergreen | 9401985 | 3/4" |
| 1002 | 203 Evergreen | 94655885 | 3/4" |
| 1003 | 204 Evergreen | 95327950 | 3/4" |
| 1004 | 205 Evergreen | 99504485 | 3/4" |
| 1005 | 206 Evergreen | 7913879 | 3/4" |
| 1006 | 207 Evergreen | 10057767 | 3/4" |
| 1007 | 208 Evergreen | 645103 | 3/4" |
| 1008 | 209 Evergreen | 6597227 | 3/4" |
| 1009 | 210 Evergreen | 60413498 | 3/4" |
| 1010 | 303 Evergreen | 19361032 | 3/4" |
| 1011 | 305 Evergreen | 11220946 | 3/4" |
| 1012 | 308 Evergreen | 11220902 | 3/4" |
| 1013 | 309 Evergreen | 10626795 | 3/4" |
| 1014 | 310 Evergreen | 97402453 | 3/4" |
| 1015 | 313 Evergreen | 97510740 | 3/4" |
| 1016 | 315 Evergreen | 10357372 | 3/4" |
| 1017 | 316 Evergreen | 5657030 | 3/4" |
| 1018 | 317 Evergreen | 97354311 | 3/4" |
| 1019 | 318 Evergreen | 11221001 | 3/4" |
| 1020 | 401 Evergreen | 212466191 | 3/4" |
| 1021 | 403 Evergreen | 95426549 | 3/4" |
| 1022 | 404 Evergreen | 10057769 | 3/4" |
| 1023 | 405 Evergreen | 98498240 | 3/4" |
| 1024 | 407 Evergreen | 3904 | 3/4" |
| 1025 | 408 Evergreen | 99453455 | 3/4" |
| 1026 | 409 Evergreen | 97819261 | 3/4" |
| 1027 | 410 Evergreen | 60542900 | 3/4" |
| 1028 | 411 Evergreen | 99504491 | 3/4" |
| 1029 | 412 Evergreen | 9431968 | 3/4" |

TO BID, CONTRACTORS MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

City of Greenfield
Meter Tabulation

| | | | |
|------|-------------------------|-----------|------|
| 1030 | 413 Evergreen | 93663996 | 3/4" |
| 1031 | 414a Evergreen | 56638818 | 3/4" |
| 1032 | 414b Evergreen | 97819255 | 3/4" |
| 1033 | 415 Evergreen | 9949144 | 3/4" |
| 1034 | 416 Evergreen | 67168469 | 3/4" |
| 1035 | 417 Evergreen | 9313530 | 3/4" |
| 1036 | 418 Evergreen | 11220948 | 3/4" |
| 1037 | 420 Evergreen | 83450731 | 3/4" |
| 1038 | 422 Evergreen | 97819254 | 3/4" |
| 1039 | 424 Evergreen | 98498234 | 3/4" |
| 1040 | 426 Evergreen | 5657020 | 3/4" |
| 1041 | 502 Evergreen | 22646821 | 3/4" |
| 1042 | 636 Evergreen | 60150011 | 3/4" |
| 1043 | 639 Evergreen | 11220903 | 3/4" |
| 1044 | 684 Evergreen | 19079838 | 3/4" |
| 1045 | 695 Evergreen | 60413496 | 3/4" |
| 1046 | 1268 Old Bean Switch Rd | 20356980 | 3/4" |
| 1047 | 1278 Old Bean Switch Rd | 212466159 | 3/4" |
| 1048 | 124 GPC Rd | 67168478 | 3/4" |
| 1049 | 134 GPC Rd | 8635687 | 3/4" |
| 1050 | 140 GPC Rd | 6597228 | 3/4" |
| 1051 | 221 GPC Rd | 20249528 | 3/4" |
| 1052 | 149 GPC Rd | 10635627 | 3/4" |
| 1053 | 116 Callins | 212466189 | 3/4" |
| 1054 | 200 McCumber Rd | 19361003 | 3/4" |
| 1055 | 230 McCumber Rd | 19361034 | 3/4" |
| 1056 | 260 McCumber Rd | 81712346 | 3/4" |
| 1057 | 294 McCumber Rd | 207520 | 3/4" |
| 1058 | 102 S Front | 10626759 | 3/4" |
| 1059 | 108 S Front | 3431 | 3/4" |
| 1060 | 110 S Front | 19361004 | 3/4" |
| 1061 | 116 S Front | 10357935 | 3/4" |
| 1062 | 114 S Front | 60413563 | 3/4" |
| 1063 | 120 S Front | 8770916 | 3/4" |
| 1064 | 202 S Front | 77201443 | 3/4" |
| 1065 | 204 S Front | 97354308 | 3/4" |
| 1066 | 206 S Front | 99430189 | 3/4" |
| 1067 | 212 S Front | 22646825 | 3/4" |
| 1068 | 112 N Front | 904617 | 2" |
| 1069 | 202 N Front | 97354402 | 3/4" |
| 1070 | 206 N Front | 9568263 | 3/4" |
| 1071 | 208 N Front | 60149977 | 3/4" |
| 1072 | 212 N Front | 10357865 | 3/4" |
| 1073 | 214 N Front | 207563 | 3/4" |
| 1074 | 216 N Front | 9835007 | 3/4" |
| 1075 | 218 N Front | 9485158 | 3/4" |
| 1076 | 226 N Front | 56638786 | 3/4" |

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

City of Greenfield
Meter Tabulation

| | | | |
|------------------------------------|---------------------|----------|------|
| 1077 | 301 N Front | 60666987 | 3/4" |
| 1078 | 303 N Front | 9835009 | 3/4" |
| 1079 | 305 N Front | 40491 | 3/4" |
| 1080 | 405 N Front | 97501741 | 3/4" |
| 1081 | 407 N Front | 5739359 | 3/4" |
| 1082 | 407 N Front | 99430193 | 3/4" |
| 1083 | 101 Factory | 67168467 | 3/4" |
| 1084 | | 1 | 3/4" |
| 1085 | 208 Peachtree | 58196631 | 3/4" |
| 1086 | 3398 Hwy 45N | 96727795 | 3/4" |
| 1087 | 412 Greenlawn | 97819274 | 3/4" |
| 1088 | N. Second-Bellsouth | 10357373 | 3/4" |
| 1089 | 708 Crestview Dr | 57359347 | 3/4" |
| 1090 | 404 Vine | 9835010 | 3/4" |
| 1091 | 419 Vine | 10057811 | 3/4" |
| 1092 | 314 Falcon | 90943110 | 3/4" |
| 1093 | 204 Glendale | 9485119 | 3/4" |
| 1094 | 306 Fairlane | 81712349 | 3/4" |
| 1095 | 312 Fairlane | 8533582 | 3/4" |
| 1096 | 553 McCumber Rd | 45176 | 3/4" |
| City Properties-Not metered | | | |
| 1097 | Pitt Field | 97554335 | 3/4" |
| 1098 | Callins Field | 10357861 | 3/4" |
| 1099 | Police Dept | 56638786 | 3/4" |
| 1100 | Library | 90943096 | 3/4" |
| 1101 | City Hall | 57359410 | 3/4" |
| 1102 | Senior Center | no meter | 3/4" |
| 1103 | Community Room | no meter | 3/4" |
| 1104 | Old City Hall | no meter | 3/4" |
| 1105 | Shop | no meter | 3/4" |
| Inactive Meters | | | |
| 1106 | 104 W Main | 77207561 | 3/4" |
| 1107 | 210 W Main | 57359401 | 3/4" |
| 1108 | 301c W Main | 95426592 | 3/4" |
| 1109 | 316 W Main | 7302700 | 3/4" |
| 1110 | 320 W Main | 99491918 | 3/4" |
| 1111 | 434 W Main | 9160 | 2" |
| 1112 | 102 S Faxon | 63971786 | 3/4" |
| 1113 | 108 Griffin | 98498127 | 3/4" |
| 1114 | 423 Woodlawn | 77203867 | 3/4" |
| 1115 | 425 Woodlawn | 93728399 | 3/4" |
| 1116 | 436 Woodlawn | 99453459 | 3/4" |
| 1117 | 109 Delmar | 6212 | 3/4" |
| 1118 | 210 S Meridian | 201349 | 3/4" |
| 1119 | 406 S Meridian | 77202990 | 3/4" |
| 1120 | 1405 S Meridian | 59083415 | 3/4" |
| 1121 | 312 Hillsboro | 87495490 | 3/4" |

TO BID, CONTRACTORS MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

City of Greenfield
Meter Tabulation

| | | | |
|------|-----------------|----------|------|
| 1122 | 313 Hillsboro | 92697640 | 3/4" |
| 1123 | 322 Hillsboro | 70024 | 3/4" |
| 1124 | 504 Hillsboro | 237410 | 3/4" |
| 1125 | 104 Lynn Pt Rd | 97500911 | 3/4" |
| 1126 | 301 Williams | 3043434 | 3/4" |
| 1127 | 100 Pecan | 97554342 | 3/4" |
| 1128 | 2274 N Meridian | 88258910 | 3/4" |
| 1129 | 2577 N Meridian | 7310 | 3/4" |
| 1130 | 2627 N Meridian | 96363616 | 3/4" |
| 1131 | 2921 N Meridian | 98498169 | 3/4" |
| 1132 | 3122 N Meridian | 10635571 | 3/4" |
| 1133 | 204 E Main | 60413565 | 3/4" |
| 1134 | 206 E Main | 22592 | 3/4" |
| 1135 | 210 E Main | 9313537 | 3/4" |
| 1136 | 215 E Main | 77201509 | 3/4" |
| 1137 | 227 E Main | 9568260 | 3/4" |
| 1138 | 807 E Main | 1452 | 3/4" |
| 1139 | 319 Garland | 10626757 | 3/4" |
| 1140 | 405 Garland | 207532 | 3/4" |
| 1141 | Garland | 237507 | 3/4" |
| 1142 | 301 Walnut | 94586650 | 3/4" |
| 1143 | 302 Walnut | 513842 | 3/4" |
| 1144 | 417 Walnut | 7336 | 3/4" |
| 1145 | 204 N Second | 237602 | 3/4" |
| 1146 | 403 Broad | 96392001 | 3/4" |
| 1147 | 553 Broad | 61904954 | 3/4" |
| 1148 | 605 Jefferson | 20249527 | 3/4" |
| 1149 | 105 Callins | 63971784 | 3/4" |
| 1150 | 119 Callins | 63971783 | 3/4" |
| 1151 | Hwy 45 | | 3/4" |

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

2024 Greenfield CDBG Water Meter Replacement

PO 16693

Appendix B

Forms General Contractor Will be Required to Sign / Abide By Once Awarded Contract

TO BID, CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

PROJECT WAGE RATE AND SECTION 3 CLASSIFICATION FORM

| Project Name: | | | Wage Decision & Modification Number: | | | | Contractor: | | | | | |
|-----------------|---|-------------|--------------------------------------|--------------|----------------|---------------------|-------------------------|--------------|------------|-------------------|--------------------------|-----------------------------------|
| Project Number: | | | Project County: | | | | Person Completing Form: | | | | | |
| | | | | | | | Title: | | | | | |
| Employee Name | Wage Classification <i>(must be listed in wage decision or approved additional classification)</i> | Hourly Rate | Fringe Benefits | | | | | TOTAL FRINGE | Total Wage | Initial Hire Date | Section 3 Worker (Check) | Targeted Section 3 Worker (Check) |
| | | | Health Insurance | Vacation Pay | Sick Leave Pay | Retirement Benefits | Other - List: | | | | | |
| | | | | | | | | | | | | |
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| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

(Certifying Signature)

(Date)

* If multiple pages are needed to list all workers, sign and date last page.

TO BID CONTRACTOR MUST OBTAIN DOCUMENTS FROM ISSUING OFFICE

PERMISSIBLE PAYROLL DEDUCTIONS (29 C.F.R. §3.5)

The following payroll deductions may be made without requesting approval from the U.S.

Department 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 wage” 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 deduction shall serve the **convenience and interest of the employee**.
- (e) Any deduction contributing toward the purchase of United States **Savings 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 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 employees provided 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 531 of Title 29, Code of Federal Regulations. When such a deduction is made, the additional records required under Section 516.25(a) of Title 29, Code of Federal Regulations, shall be kept.
- (k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either:
 - (1) 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 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.

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Attn: Tennessee Department of Economic and Community Development
Community and Rural Development Division

312 Rosa L Parks Avenue
27th Floor
Nashville, TN 37243
(877) 768-6374

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



DERECHOS DE LOS TRABAJADORES

BAJO LA LEY DE NORMAS JUSTAS DE TRABAJO (FLSA—siglas en inglés)

SALARIO MÍNIMO FEDERAL

\$7.25

POR HORA

A PARTIR DEL 24 DE JULIO DE 2009

La ley exige que los empleadores exhiban este cartel donde sea visible por los empleados.

PAGO POR SOBRETIENTO

Por lo menos tiempo y medio (1½) de la tasa regular de pago por todas las horas trabajadas en exceso de 40 en una semana laboral.

TRABAJO DE MENORES DE EDAD

El empleado tiene que tener por lo menos 16 años para trabajar en la mayoría de los trabajos no agrícolas y por lo menos 18 años para trabajar en los trabajos no agrícolas declarados peligrosos por la Secretaría de Trabajo. Los menores de 14 y 15 años pueden trabajar fuera del horario escolar en varias ocupaciones que no sean de manufactura, de minería, y que no sean peligrosas con ciertas restricciones al horario de trabajo. Se aplican distintos reglamentos al empleo agrícola.

CRÉDITO POR PROPINAS

Los empleadores de “empleados que reciben propinas” que cumplan con ciertas condiciones, pueden reclamar un crédito de salario parcial basado en las propinas recibidas por sus empleados. Los empleadores les tienen que pagar a los empleados que reciben propinas un salario en efectivo de por lo menos \$2.13 por hora si ellos reclaman un crédito de propinas contra su obligación de pagar el salario mínimo. Si las propinas recibidas por el empleado combinadas con el salario en efectivo de por lo menos \$2.13 por hora del empleador no equivalen al salario mínimo por hora, el empleador tiene que compensar la diferencia.

MADRES LACTANTES

La FLSA exige que los empleadores le proporcionen un tiempo de descanso razonable a la empleada que sea madre lactante y que esté sujeta a los requisitos de sobretiempo de la FLSA, para que la empleada se extraiga leche manualmente para su niño lactante por un año después del nacimiento del niño, cada vez que dicha empleada tenga la necesidad de extraerse leche. A los empleadores también se les exige que proporcionen un lugar, que no sea un baño, protegido de la vista de los demás y libre de la intrusión de los compañeros de trabajo y del público, el cual pueda ser utilizado por la empleada para extraerse leche.

CUMPLIMIENTO

El Departamento tiene la autoridad de recuperar salarios retroactivos y una cantidad igual en daños y perjuicios en casos de incumplimientos con el salario mínimo, sobretiempo y otros incumplimientos. El Departamento puede litigar y/o recomendar un enjuiciamiento criminal. A los empleadores se les pueden imponer sanciones pecuniarias civiles por cada incumplimiento deliberado o repetido de las disposiciones de la ley del pago del salario mínimo o de sobretiempo. También se pueden imponer sanciones pecuniarias civiles por incumplimiento con las disposiciones de la FLSA sobre el trabajo de menores de edad. Además, se pueden imponer sanciones pecuniarias civiles incrementadas por cada incumplimiento con el trabajo de menores que resulte en la muerte o una lesión seria de un empleado menor de edad, y tales evaluaciones pueden duplicarse cuando se determina que los incumplimientos fueron deliberados o repetidos. La ley también prohíbe tomar represalias o despedir a los trabajadores que presenten una queja o que participen en cualquier proceso bajo la FLSA.

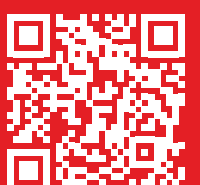
INFORMACIÓN ADICIONAL

- Ciertas ocupaciones y ciertos establecimientos están exentos de las disposiciones del salario mínimo, y/o de las disposiciones del pago de sobretiempo.
- Se aplican disposiciones especiales a trabajadores de Samoa Americana, del Estado Libre Asociado de las Islas Marianas del Norte y del Estado Libre Asociado de Puerto Rico.
- Algunas leyes estatales proporcionan protecciones más amplias a los trabajadores; los empleadores tienen que cumplir con ambas.
- Algunos empleadores clasifican incorrectamente a sus trabajadores como “contratistas independientes” cuando en realidad son empleados según la FLSA. Es importante conocer la diferencia entre los dos porque los empleados (a menos que estén exentos) tienen derecho a las protecciones del salario mínimo y del pago de sobretiempo bajo la FLSA y los contratistas correctamente clasificados como independientes no lo tienen.
- A ciertos estudiantes de tiempo completo, estudiantes alumnos, aprendices, y trabajadores con discapacidades se les puede pagar menos que el salario mínimo bajo certificados especiales expedidos por el Departamento de Trabajo.



DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



Equal Employment Opportunity is

THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification or referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S.

Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C.

20250, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

“EEO is the Law” Poster Supplement

Employers Holding Federal Contracts or Subcontracts Section Revisions

The Executive Order 11246 section is revised as follows:

RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits employment discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

PAY SECRECY

Executive Order 11246, as amended, protects applicants and employees from discrimination based on inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees.

The Individuals with Disabilities section is revised as follows:

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship to the employer. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

The Vietnam Era, Special Disabled Veterans section is revised as follows:

PROTECTED VETERANS

The Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits employment discrimination against, and requires affirmative action to recruit, employ, and advance in employment, disabled veterans, recently separated veterans (i.e., within three years of discharge or release from active duty), active duty wartime or campaign badge veterans, or Armed Forces service medal veterans.

Mandatory Supplement to EEOC P/E-1 (Revised 11/09) “EEO is the Law” Poster.

If you believe that you have experienced discrimination contact OFCCP: 1-800-397-6251 | TTY 1-877-889-5627 | www.dol.gov.

La Igualdad de Oportunidades en el Empleo es

LA LEY

Empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales

Los solicitantes de empleo y los empleados de la mayoría de los empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales están protegidos conforme a la ley federal contra la discriminación por cualquiera de los siguientes motivos:

RAZA, COLOR, RELIGIÓN, SEXO, ORIGEN NACIONAL

El Título VII de la Ley de Derechos Civiles de 1964, y sus enmiendas, protege a los solicitantes de empleo y a los empleados contra la discriminación en la contratación, ascenso, despido, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo, debido a la raza, color, religión, sexo (incluido el embarazo) u origen nacional. La discriminación religiosa incluye el no realizar los arreglos razonables para las prácticas religiosas de un empleado, cuando tales arreglos no impongan una dificultad indebida.

DISCAPACIDAD

El Título I y el Título V de la Ley de Estadounidenses con Discapacidades de 1990, y sus enmiendas, protegen a los individuos que califican contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida.

EDAD

La Ley Contra la Discriminación por Edad en el Empleo de 1967, y sus enmiendas, protege a los solicitantes de empleo y a los empleados que tengan 40 años de edad o más contra la discriminación por la edad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo.

SEXO (SALARIOS)

Adicionalmente a la prohibición de la discriminación por sexo estipulada en el Título VII de la Ley de Derechos Civiles, y sus enmiendas, la Ley de Igualdad Salarial de 1963, y sus enmiendas, prohíbe la discriminación por sexo en el pago de salarios a los hombres y mujeres que realicen un trabajo sustancialmente similar, en empleos que requieran iguales destrezas, esfuerzos y responsabilidades, bajo condiciones laborales similares, en el mismo establecimiento.

GENÉTICA

El Título II de la Ley contra la Discriminación por Información Genética de 2008 (GINA) protege a los solicitantes de empleo y a los empleados contra la discriminación con basada en información genética, en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. GINA también restringe la adquisición de la información genética por parte de los empleadores y limita estrictamente la divulgación de la información genética. La información genética incluye la información sobre las pruebas genéticas de los solicitantes de empleo, los empleados o sus familiares; la manifestación de enfermedades o desórdenes en los familiares (históricamente médico familiar); y las solicitudes o recibo de servicios genéticos por los solicitantes de empleo, los empleados o sus familiares.

REPRESALIA

Todas estas leyes federales prohíben a las entidades cubiertas tomar represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de discriminación o se oponga a una práctica laboral ilegal.

QUÉ DEBE HACER SI CONSIDERA QUE HA OCURRIDO UNA DISCRIMINACIÓN

Hay límites estrictos de tiempo para presentar cargos de discriminación en el empleo. Para conservar la capacidad del EEOC de actuar en su nombre y para proteger su derecho de presentar una demanda privada, es caso de que en última instancia lo necesite, usted debe comunicarse con el EEOC de manera oportuna cuando sospeche de la discriminación:

La Comisión para la Igualdad de Oportunidades en el Empleo de los EE.UU. (EEOC), 1-800-669-4000 (número gratuito) o 1-800-669-6820 (número TTY gratuito para las personas con dificultades auditivas). La información de las oficinas de campo del EEOC está disponible en www.eeoc.gov o en la mayoría de los directorios telefónicos en la sección de Gobierno de los EE.UU. o Gobierno Federal. Puede encontrar información adicional sobre el EEOC, incluida la información sobre la presentación de cargos, en www.eeoc.gov.

Empleadores que tengan contratos o subcontratos federales

Los solicitantes de empleo y los empleados de compañías con un contrato o subcontrato gubernamental federal están protegidos conforme a las leyes federales contra la discriminación por los siguientes motivos:

RAZA, COLOR, RELIGIÓN, SEXO, ORIGEN NACIONAL

La Orden Ejecutiva 11246, y sus enmiendas, prohíbe la discriminación en el trabajo por motivo de raza, color, religión, sexo u origen nacional, y exige la aplicación de acción afirmativa para garantizar la igualdad en las oportunidades en todos los aspectos del empleo.

INDIVIDUOS CON DISCAPACIDADES

La Sección 503 de la Ley de Rehabilitación de 1973, y sus enmiendas, protege a los individuos que califican contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida. La Sección 503 también exige que los contratistas federales tomen las acciones afirmativas para emplear y ascender en el empleo a individuos calificados con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

VETERANOS CON MEDALLAS DEL SERVICIO DE LAS FUERZAS ARMADAS Y VETERANOS DISCAPACITADOS, SEPARADOS RECIENTEMENTE Y DE OTRO ESTATUS PROTEGIDO

La Ley de Asistencia a la Readaptación de los Veteranos de Vietnam de 1974, y sus enmiendas, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige la acción afirmativa para emplear y ascender en el empleo a veteranos discapacitados, veteranos separados

del servicio recientemente (dentro de los tres años dados de baja del servicio activo), otros veteranos protegidos (quienes hayan prestado el servicio militar en una guerra o en una campaña o expedición para la cual se haya autorizado una insignia de campaña), y los veteranos con medallas del Servicio de las Fuerzas Armadas (veteranos quienes, mientras se encontraban en el servicio activo, participaron en una operación militar de EE.UU. para la cual se les otorgó una medalla del Servicio de las Fuerzas Armadas).

REPRESALIA

Se prohíben las represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), o quien se oponga a la discriminación de conformidad con estas leyes federales.

Toda persona quien considere que un contratista ha incumplido sus obligaciones antidiscriminatorias o de acción afirmativa conforme a las autoridades antes indicadas, debe contactar de inmediato a:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (número gratuito) o (202) 693-1337 (número TTY). También puede contactar a la OFCCP por el correo electrónico OFCCP-Public@dol.gov, o llamando a una oficina distrital o regional de la OFCCP la cual puede encontrar en la mayoría de los directorios telefónicos en la sección U.S. Government (Gobierno de los EE.UU.), Department of Labor (Departamento del Trabajo).

Programas o actividades que reciban asistencia financiera federal

RAZA, COLOR, ORIGEN NACIONAL, SEXO

Adicionalmente a las protecciones del Título VII de la Ley de Derechos Civiles de 1964, y sus enmiendas, el Título VI de la Ley de Derechos Civiles de 1964, y sus enmiendas, prohíbe la discriminación por raza, color u origen nacional en los programas o actividades que reciban asistencia financiera federal. La discriminación en el empleo está cubierta por el Título VI si el objetivo principal de la asistencia financiera es la provisión del empleo, o donde la discriminación laboral cause o pueda causar una discriminación en la provisión de los servicios conforme a tales programas. El Título IX de las Enmiendas en la Educación de 1972 prohíbe la discriminación en el empleo por motivo del sexo en las actividades o programas educativos que reciban asistencia financiera federal.

INDIVIDUOS CON DISCAPACIDADES

La Sección 504 de la Ley de Rehabilitación de 1973, y sus enmiendas, prohíbe la discriminación en el empleo por una discapacidad, en cualquier programa o actividad que reciba asistencia financiera federal. Se prohíbe la discriminación en todos los aspectos del empleo contra las personas con discapacidades quienes, con o sin arreglos razonables, puedan realizar las funciones esenciales del trabajo.

Si usted considera que ha sido discriminado en un programa de alguna institución que reciba asistencia financiera federal, debe contactar inmediatamente a la agencia federal que proporciona dicha asistencia.

“IOE es la Ley” Cartel Suplementario

Sección revisada de empleadores que mantienen contratos o subcontratos federales

La sección del Decreto Ejecutivo 11246 está revisada de la siguiente manera:

RAZA, COLOR, RELIGIÓN, SEXO, ORIENTACIÓN SEXUAL, IDENTIDAD DE GÉNERO, NACIONALIDAD

El Decreto Ejecutivo 11246, en su forma enmendada, prohíbe la discriminación en el empleo por motivo de raza, color, religión, sexo, orientación sexual, identidad de género o nacionalidad y requiere programas de acción afirmativa para asegurar la igualdad de oportunidades en todos los aspectos de empleo.

SECRETO DE PAGO

El Decreto Ejecutivo 11246, en su forma enmendada, protege a los solicitantes y empleados de la discriminación por motivo de investigar, revelar o discutir su compensación o la compensación de otros solicitantes y empleados.

La sección de Personas con Discapacidades está revisada de la siguiente manera:

PERSONAS CON DISCAPACIDADES

La sección 503 de la Ley de Rehabilitación de 1973, en su forma enmendada, protege a personas calificadas con discapacidades de la discriminación en la contratación, promoción, despido, pago, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo.

La discriminación por discapacidad incluye, el no realizar una adaptación razonable a las limitaciones físicas o mentales conocidas de un individuo calificado con discapacidad, ya sea un solicitante o empleado, salvo una carga excesiva para el empleador.

La sección 503 también requiere que los contratistas federales tomen acción afirmativa para contratar y ayudar a progresar a individuos calificados con discapacidades en todos los niveles de empleo, incluido el nivel ejecutivo.

La sección Veteranos con Discapacidades Especiales, de la Era de Vietnam está revisada de la siguiente manera:

VETERANOS PROTEGIDOS

La Ley de Asistencia de Reajuste de los Veteranos de la Era de Vietnam de 1974, en su forma enmendada, 38 USC 4212, prohíbe la discriminación laboral y requiere la acción afirmativa para reclutar, contratar, y progresar en el empleo, a favor de los veteranos discapacitados, veteranos recientemente separados (es decir, dentro de los tres años de la descarga o liberación del servicio activo), veteranos en servicio activo en tiempos de guerra, veteranos insignia de campaña y veteranos de las fuerzas armadas con medalla de servicio.

Suplemento Obligatorio para la CIOE P/E-1 (Revisado el 11/09) “IOE es la Ley” Cartel.

Si usted cree que ha experimentado discriminación, contáctese con la OFCCP: 1-800-397-6251 | TTY 1-877-889-5627 | www.dol.gov.



U.S. Department of Labor

OSHA[®]

Occupational Safety
and Health Administration

Job Safety and Health IT'S THE LAW!

All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request a confidential OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

This poster is available free from OSHA.

Contact OSHA. We can help.

Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Notify OSHA within 8 hours of a workplace fatality or within 24 hours of any work-related inpatient hospitalization, amputation, or loss of an eye.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

On-Site Consultation services are available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.





Departamento de Trabajo
de los EE. UU.



Seguridad y Salud en el Trabajo ¡ES LA LEY!

Todos los trabajadores tienen el derecho a:

- Un lugar de trabajo seguro.
- Decir algo a su empleador o la OSHA sobre preocupaciones de seguridad o salud, o reportar una lesión o enfermedad en el trabajo, sin sufrir represalias.
- Recibir información y entrenamiento sobre los peligros del trabajo, incluyendo sustancias tóxicas en su sitio de trabajo.
- Pedir una inspección confidencial de OSHA de su lugar de trabajo si usted cree que hay condiciones inseguras o insalubres. Usted tiene el derecho a que un representante se comunique con OSHA en su nombre.
- Participar (o su representante puede participar) en la inspección de OSHA y hablar en privado con el inspector.
- Presentar una queja con la OSHA dentro de 30 días (por teléfono, por internet, o por correo) si usted ha sufrido represalias por ejercer sus derechos.
- Ver cualquieras citaciones de la OSHA emitidas a su empleador.
- Pedir copias de sus registros médicos, pruebas que miden los peligros en el trabajo, y registros de lesiones y enfermedades relacionadas con el trabajo.

Este cartel está disponible de la OSHA para gratis.

Llame OSHA. Podemos ayudar.

Los empleadores deben:

- Proveer a los trabajadores un lugar de trabajo libre de peligros reconocidos. Es ilegal discriminar contra un empleado quien ha ejercido sus derechos bajo la ley, incluyendo hablando sobre preocupaciones de seguridad o salud a usted o con la OSHA, o por reportar una lesión o enfermedad relacionada con el trabajo.
- Cumplir con todas las normas aplicables de la OSHA.
- Notificar a la OSHA dentro de 8 horas de una fatalidad laboral o dentro de 24 horas de cualquier hospitalización, amputación, o pérdida de ojo relacionado con el trabajo.
- Proporcionar el entrenamiento requerido a todos los trabajadores en un idioma y vocabulario que pueden entender.
- Mostrar claramente este cartel en el lugar de trabajo.
- Mostrar las citaciones de la OSHA acerca del lugar de la violación alegada.

Servicios de consulta en el lugar de trabajo están disponibles para empleadores de tamaño pequeño y mediano sin citación o multa, a través de los programas de consulta apoyados por la OSHA en cada estado.



Section 3 Business Owner Certification

A business owner seeking Section 3 Business Certification shall certify and submit this form in conjunction with the Section 3 Business Self-Certification form.

Owner Name: _____ (Print Name)

Business Name: _____

Percent Ownership of Business: _____

Household Income Guidelines

Place a check mark beside the number of people in your (the owner's) household.

| Place Check | Household/ Family Size | Income Limit |
|-------------|---------------------------|--------------|
| | 1 | |
| | 2 | |
| | 3 | |
| | 4 | |
| | 5 | |
| | 6 | |
| | 7 | |
| | 8 | |

Place a check mark beside any of the following that apply below:

_____ My income for the previous year was below the amount next to the household/family size I checked on the table above.

_____ I am currently a resident of public housing or live in Section 8 assisted housing.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation.

Signature

Date

SECTION 3 BUSINESS SELF-CERTIFICATION

To self-certify as a Section 3 Business per 24 CFR 75, the company/firm must meet at least one of the listed categories below. Supporting documentation must be provided with this form to be confirmed as a Section 3 business.

| Check if applies | Section 3 Business Category | Additional Required Data |
|------------------|---|---|
| | Business is at least 51 percent owned by low- or very low-income persons; | Proof of ownership showing all owners and their percentages and a completed Section 3 Business Owner Self-Certification form for all low- and very low-income owners. |
| | Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons | Provide the last 90 days full payrolls for the entire company. Provide a list of employees who worked the last 90 days with the total hours worked for each employee and indication of which employees are Section 3 workers. |
| | Business is at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing | Proof of ownership showing all owners and their percentages and a documentation of residence in public housing or a Section 8 unit. |

I hereby certify that all the information on this form is true and correct. I attest that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

(Signature)

(Date)

(Printed Name)

(Title)

Business Name: _____

Business Address: _____
(Street Address) (State) (Zipcode)

Telephone Number: _____

Section 3 Labor Hours Tracking Form

Labor Hours Totals for All Companies

| Company Name | Total Labor Hours | Section 3 Worker Hours | | Targeted Section 3 Worker Hours | |
|--------------|-------------------|------------------------|------------|---------------------------------|------------|
| | | Number | Percentage | Number | Percentage |
| Company 1 | 0 | 0 | 0.0% | 0 | 0.0% |
| Company 2 | 0 | 0 | 0.0% | 0 | 0.0% |
| Company 3 | 0 | 0 | 0.0% | 0 | 0.0% |
| Company 4 | 0 | 0 | 0.0% | 0 | 0.0% |
| Company 5 | 0 | 0 | 0.0% | 0 | 0.0% |
| Company 6 | 0 | 0 | 0.0% | 0 | 0.0% |
| Company 7 | 0 | 0 | 0.0% | 0 | 0.0% |
| Company 8 | 0 | 0 | 0.0% | 0 | 0.0% |
| Company 9 | 0 | 0 | 0.0% | 0 | 0.0% |
| Company 10 | 0 | 0 | 0.0% | 0 | 0.0% |
| Total | 0 | 0 | 0.0% | 0 | 0.0% |

Instructions

This form should be used for tracking Total labor hours, Section 3 labor hours, Targeted Section 3 labor hours worked for CDBG construction projects that meet the requirements for Section 3 eligibility. These requirements can be found in the CDBG Manual. The labor hours worked by employees of each company on the project will be listed in a separate tab/worksheet.

One for each company, the hours worked for each week where labor is performed should be included. No-work weeks are not necessary to be included. On the table enter the payroll number associated with that week of work in the row labeled "Payroll #". Each employee for the company who works in the project should be listed, and his/her weekly hours included under the column with the associated payroll number. Non-Section 3 worker hours may be combined for each payroll; simply enter "Non-Section 3 Workers" under the Employee Name. Employees who are listed should be marked "Yes" or "No" as being a Section 3 or Targeted Section 3 worker.

The Total labor hours, Section 3 labor hours, Targeted Section 3 labor hours worked will be automatically calculated and will be shown on this worksheet. If more than 10 companies are on the project, start a second workbook with the additional companies.

Section 3 Certification Instructions

These instructions are intended to provide guidance for how to use this workbook to develop the appropriate certification forms for workers on Section 3 projects. Section 3 projects are any housing rehabilitation, housing construction, or other construction project that include HUD assistance of \$200,000 or more.

Each worker for a contractor or subcontractor on a Section 3 project must complete a Section 3 Worker Certification, unless the required income information has been provided by the contractor or subcontractor. Workers who complete the Targeted Section 3 Certification are not required to complete the Section 3 Worker Certification.

The certification form template is dynamic, meaning the data in the template will be populated based on the state and county/area selected. The first step is to get a list of workers who will be working on the project, along with the state and county of their residence.

To create a Section 3 Worker Certification or form:

1. Go to the "Income Limits" tab.
2. Select the appropriate state and county/area based on the residence(s) of the worker(s).
3. The correct HUD income limits will be populated.
4. Return to the certification form tab. The income limits will show on the table.
5. Print or save a copy of the form to distribute to the worker(s).

Repeat the steps above as many times as necessary to ensure that all workers are covered.

If you have any questions about or difficulties with this workbook, please contact your ECD project representative.

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number



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Expires: 07/31/2024

| NAME OF CONTRACTOR | | OR SUBCONTRACTOR | | ADDRESS | | | | | | | | | | | | | | | | | |
|--|--|-------------------------------|----|----------------------|-----------------------|------|-------------------------|-------|---------------------|-------------------------|--|-----------------------|-----------------------|----------------------------------|-------------------|--|--|--|--|---|--|
| PAYROLL NO. | | FOR WEEK ENDING | | PROJECT AND LOCATION | | | | | | PROJECT OR CONTRACT NO. | | | | | | | | | | | |
| (1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | OT | OR | (4) DAY AND DATE | | | | | | | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS | | | | | (9) NET WAGES PAID FOR WEEK | |
| | | | | | HOURS WORKED EACH DAY | FICA | WITH- HOLDING TAX | OTHER | TOTAL DEDUCTIONS | | | | | | | | | | | | |
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

