

CITY OF CONWAY, ARKANSAS

**SPECIFICATIONS
AND
CONTRACT DOCUMENTS**

FOR

**SPRUCE COURT
ALLEYWAY AND PARKING LOT CONSTRUCTION**

PREPARED BY
CONWAY COMMUNITY DEVELOPMENT DEPARTMENT
1201 OAK STREET
CONWAY, ARKANSAS 72032
CONTACT
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MAYORS OFFICE
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July 2016

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SECTION 00 11 16

INVITATION TO BID

Sealed bids addressed to City of Conway will be received at the Mayor's Office, Conway City Hall, Conway, Arkansas (1201 Oak Street, Conway, Arkansas 72032), until 10:00 am, Tuesday, August 16th, 2016, then opened and publicly read aloud, for furnishing all labor, material, and equipment, and performing all work required for the ALLEYWAY AND PARKING LOT CONSTRUCTION for the SPRUCE COURTS located at the Northwest Corner of Spruce Street and Factory Street in Conway, Arkansas. The work includes earthwork, base and concrete work for approximately 980 square yards of concrete paving.

Proposals shall be accompanied by a cashier's or certified check upon a national or state bank in an amount not less than five per cent (5%) of the total maximum bid price payable without recourse to City of Conway, Arkansas, or a bid bond in the same amount from a reliable surety company, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds within ten (10) days after notice of award of Contract to him. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids.

The successful Bidder must furnish a performance bond and a separate payment bond upon the forms provided herein in the amount of one hundred percent (100%) of the contract price from an approved surety company holding a permit from the State of Arkansas to act as surety, or other surety or sureties acceptable to the Owner.

The attention of bidders is called to the fact that Act 150 of 1965 (as amended), Arkansas Statutes, states that a Contractor must be licensed by the State Licensing Board for Contractors before he may undertake work when the cost thereof in Arkansas is Twenty Thousand Dollars (\$20,000.00) or more.

Plans, specifications, proposal forms and other contract documents may be examined and obtained at the Mayor's Office, Conway City Hall, 1201 Oak Street, Conway, Arkansas.

Proposals will be considered on the basis of cost, the bidder's financial responsibility, his equipment, and his past performance in completing similar work. The City of Conway

reserves the right to reject any or all bids, to waive any informalities, and to accept the proposal deemed to be for their best interest.

Attention is called to the fact that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work on this project shall be paid wages at rates not less than those determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which wage reporting to the City will be required as part of the project. Minority and Women owned businesses are encouraged to apply. The project is exempt from City of Conway Development Review. The Federal Environmental Review Record (24 CFR Part 58.36) is complete on this project. The City reserves the right to reject any or all bids or to waive any informality in the bidding.

Conway, Arkansas
Tab Townsell, Mayor

SECTION 00 21 13

INSTRUCTION TO BIDDERS

PART 1 - GENERAL

1. PREPARATION OF BID

- A. Each bid must be submitted on the prescribed form (Proposal). The blank space must be filled in legibly with ink. In case of discrepancy between written words and figures, the written words shall govern. Erasures or other corrections on the Proposal form shall be initialed by the signer of the bid. All bids must be signed in ink by an individual authorized to bind the Bidder. All bids must be regular in every respect and no interlineation, excisions or special conditions shall be made or included in the Proposal by the bidder.
- B. No bid will be considered which covers only a part of the work. A conditional bid will not be considered.
- C. The bid form shall not be detached, but shall be submitted in the original binding as furnished by the Engineer. Submission must be at the place, and at or prior to the time specified in the Advertisement for Bids.
- D. Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the **SPRUCE COURT - ALLEYWAY and PARKING LOT CONSTRUCTION** with the hour and date of bid opening shown thereon. The name, address, and Arkansas Contractor's License Number of the Bidder shall appear in the upper left hand corner of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope properly addressed as noted in SECTION 00 11 16 - INVITATION TO BID.

2. INTERPRETATIONS AND ADDENDA

- A. No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Project Manager, 1201 Oak Street, Conway, Arkansas 72032. Any inquiry received 48

hours prior to the opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the contract Documents, and when issued, will be on file in the office of the Engineer at least twenty-four (24) hours before bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

- A.** Each Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as to the facilities involved, and the difficulties and restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize himself with the Plans, Technical Specifications, and other Contract Documents. The Contractor by the execution of the Contract shall not be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Owner will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

4. BID GUARANTY

- A.** The bids must be accompanied by a Bid Guaranty which shall not be less than five percent (5%) of the amount of the bid. At the option of the Bidder, the guaranty may be a certified check, or may be a bid bond substantially in the form attached. No bid will be considered unless it is accompanied by the required guaranty. Certified check must be payable to the order of City of Conway, Arkansas. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.
- B.** Certified check, or bid bonds, of unsuccessful Bidders, will be returned upon request as soon as feasible after

the opening of the bids.

5. COLLUSION; SUBCONTRACTS

- A. A Bidder submitting a Proposal to the Owner for the work contemplated by the Documents on which bidding is based shall not collude with any other person, firm, or corporation in regard to any bid submitted.
- B. Before executing any subcontract, the successful Bidder shall submit the name of any proposed Subcontractor for prior approval of the Owner.

6. STATEMENT OF BIDDER'S QUALIFICATIONS

- A. Each Bidder shall upon request of the Owner submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in construction of work similar to that which here is involved, and his organization and equipment available for the work contemplated; and when specifically requested by the Owner, a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

7. TIME FOR RECEIVING BIDS

- A. A bid received prior to the advertised hour of opening will be kept securely, and will remain sealed until the hour of opening. The officer whose duty it is to open them will decide when the specified time has arrived, and any bid received subsequent to that time will be returned unopened.

8. OPENING OF BIDS

- A. At the time and place fixed for the opening of bids, the Owner first will cause the bid guarantees to be checked as stipulated above. The Owner then will cause the

qualified bids to be opened and publicly read aloud, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

9. WITHDRAWAL OF BIDS

- A. Bids may be withdrawn on written request if the request is received prior to the time fixed for the opening of bids.

10. AWARD OF CONTRACT; REJECT OF BIDS

- A. The Owner will consider award of the Contract to the responsible Bidder submitting the lowest total bid complying with the conditions of the Notice to Contractors and other parts of these Contract Documents. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in its interests.
- B. The Owner reserves the right to consider as unqualified to do the work any Bidder who does not habitually perform with his own forces the major portions of such work as it is involved in construction of these improvements.

11. EXECUTION OF AGREEMENT; PERFORMANCE AND PAYMENT BOND

- A. Subsequent to the award and within ten days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Owner an Agreement in the form included in the Contract Documents in such number of copies as the Owner may require.
- B. Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful Bidder shall, within the period specified above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to who the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services employed or used by him in

performing the work. Such bond shall be as included in the Contract Documents and shall bear the same date as, or a date subsequent to, that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

- C. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest responsible Bidder or readvertise for bids.

12. BONDS AND INSURANCE

- A. Attention of Bidders is called to Act 82 of the 1935 Acts of the Arkansas General Assembly, which requires that all bid bonds, performance bonds, labor bonds, employer's liability insurance, public liability insurance, workmen's collective insurance, and property damage insurance must be secured through resident agents of Arkansas.
- B. All companies furnishing bid bonds and performance bonds shall appear on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Arkansas.

13. LEGAL QUALIFICATIONS

- A. All Bidders, in order to submit a bonafide Proposal, must be licensed under the terms of Act 150 of the 1965 Acts of the Arkansas General Assembly, as amended, when the amount of the Contract is Twenty Thousand Dollars (\$20,000.00) or more.
- B. The successful Bidder, if a corporation created under the laws of some state other than the State of Arkansas, will be required to qualify, or to have qualified, with the Secretary of State of Arkansas to do business in the State of Arkansas.

14. MODIFICATION OF BID

- A. No modification of any bid already submitted will be

considered unless such modification is received prior to the hour set for opening for bids.

END OF SECTION

SECTION 00 42 43
PROPOSAL FORM

Place _____

Date _____

Proposal of _____, a
corporation organized and existing under the laws of the State of

or

Proposal of _____, a
partnership consisting of _____

or

Proposal of _____, an

TO: CITY OF CONWAY
CONWAY, ARKANSAS

This bid results from your invitation for bids for the Spruce Court - ALLEYWAY
AND PARKING LOT CONSTRUCTION.

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to furnish all material, supplies, equipment, and appliances specified for incorporation into the project and to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the prices stated herein.

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within SIXTY DAYS (60) calendar days thereafter (except as modified in GENERAL CONDITIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in SPECIAL CONDITIONS, of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in GENERAL CONDITIONS of these Contract Documents.

UNIT PRICE SCHEDULE
 SPRUCE COURT
 ALLEYWAY AND PARKING LOT CONSTRUCTION

<u>ITEM NO.</u>	<u>APPROXIMATE QUANTITY</u>	<u>UNITS WITH BID PRICES WRITTEN IN WORDS</u>	<u>UNIT PRICE BID</u>	<u>AMOUNT</u>
1.	1	L.S. Site Preparation, Complete at, _____ _____		
		_____ Per Complete Item	\$ _____	\$ _____
2.	400	C.Y. Unclassified Excavation Complete at, _____ _____		
		_____ Per Cubic Yard	\$ _____	\$ _____
3.	500	C.Y. Undercut and Select Backfill Complete at, _____ _____		
		_____ Per Cubic Yard	\$ _____	\$ _____
4.	200	Ton Crushed Stone Base Course Complete at, _____ _____		
		_____ Per Ton	\$ _____	\$ _____
5.	120	L.F. Concrete Curb & Gutter Complete at, _____ _____		
		_____ Per L.F.	\$ _____	\$ _____
6.	980	S.Y. Concrete Paving, Complete at, _____ _____		
		_____ Per Square Yard	\$ _____	\$ _____
7.	1	L.S. Pavement Markings & Bumper Blocks. Complete at, _____ _____		
		_____ Per Complete Item	\$ _____	\$ _____
8.	1	L.S. Construction Layout, Complete at, _____ _____		
		_____ Per Complete Item	\$ _____	\$ _____

UNIT PRICE SCHEDULE (Continued)
 SPRUCE COURT
 ALLEYWAY AND PARKING LOT CONSTRUCTION

ITEM NO.	APPROXIMATE QUANTITY	UNITS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE BID	AMOUNT
9.	500 S.Y.	Solid Sod, Complete at, _____ _____ _____ Per Square Yard	\$ _____	\$ _____
Total Amount Bid			\$ _____	\$ _____

Bidder acknowledges receipt of the following addendum (addenda):

_____ Dated _____
 _____ Dated _____
 _____ Dated _____

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of thirty (30) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Agreement is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids. The projects may be awarded to the lowest responsive bid to the lowest responsive bid or as deemed in the best interest of the city.

Accompanying this Proposal as bid security is certified check/bid bond

(Strike One) in the amount of _____ Dollars

(\$ _____), being not less than five percent (5%) of the total of the bid. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

 (Witness)

 (Name of Bidder)

By _____

 (Address)

 (Print Name and Title)

SEAL (If Bidder is a corporation)

(Office Address of Bidder)

NOTES: Sign in ink. Do not detach.

SECTION 00 43 13

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT we the undersigned,

_____, as PRINCIPAL, and _____

_____, as SURETY, are held and firmly bound unto the City of Conway, Arkansas, hereinafter called the OWNER in the penal sum of _____ (\$_____) , lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these Presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the Principal has submitted the accompanying Proposal, dated _____, for

SPRUCE COURT
ALLEYWAY AND PARKING LOT CONSTRUCTION

NOW, THEREFORE, if the Principal shall not withdraw said Proposal within sixty (60) days after the opening of same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Proposal as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument, under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

SEAL

(Witness) _____

(Principal) _____
By _____

(Title) _____

(Address) _____

SEAL

(Corporate Surety) _____
By _____

(Address) _____

NOTE: Power-of-attorney for person
signing for surety company
must be attached to bond.

SECTION 00 52 00

AGREEMENT FORM

THIS AGREEMENT made this _____ day of _____, 2016 by and between _____ (a Corporation organized and existing under the laws of the State of _____); a partnership consisting of _____); an individual trading as _____)

(Strike out the two terms not applicable)
hereinafter called the "Contractor" and City of Conway, Arkansas, hereinafter called the "Owner".

W I T N E S S E T H:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the SPRUCE SQUARE - ALLEYWAY and PARKING LOT CONSTRUCTION CONWAY, ARKANSAS, in strict accordance with the Contract Documents, including all Addenda thereto numbered _____ and dated _____ and Construction Documents dated _____ as prepared by the Engineer.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the unit price or lump sum price stipulated in the Proposal, subject to additions, and deductions as provided in the Section entitled "CHANGES IN THE WORK" under GENERAL CONDITIONS.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within Sixty (60) calendar days thereafter (except as modified in GENERAL CONDITIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in SPECIAL

CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

- | | |
|----------------------------|-----------------------------|
| a. This Agreement | f. General Conditions |
| b. Addenda | g. Supplementary Conditions |
| c. Notice to Contractors | h. Special Conditions |
| d. Instructions to Bidders | i. Technical Specifications |
| e. Proposal | j. Drawings |

This Agreement, together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

ARTICLE 5. Surety. The Surety on the Performance-Payment Bond shall be a surety company of financial resources satisfactory to the Owner and authorized to do business in the State of Arkansas.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in four (4) counterparts, each of which shall be considered an original on the day and year first above written.

ATTEST:

_____	_____
(Contractor witness signature)	(Company Name)
_____	_____
(Printed name)	(Official signature)
_____	_____
	(Printed name, title)
_____	_____
	(Street address)
_____	_____
	(City, State, Zip)
_____	_____
	City of Conway, Arkansas
_____	_____
	(Owner)

(Owner witness signature)

(Official signature)

(Printed name)

Tab Townsell, Mayor

(Printed name, title)

SECTION 00 61 13

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

as Principal, hereinafter called Principal, and _____

_____ of _____

State of _____, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Conway Arkansas, as Obligee, hereinafter called Owner, in the amount of _____

Dollars(\$ _____) in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly, severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, The Principal entered into a Contract with the Owner by written Agreement dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, hereinafter referred to as the **SPRUCE SQUARE - ALLEYWAY and PARKING LOT CONSTRUCTION** Contract, for the City of Conway,

NOW THEREFORE, if the Principal shall well and truly perform and complete in good, sufficient, and workmanlike manner all of the work required by said Contract and within the time called for thereby to the satisfaction of the Owner, and shall pay all persons for labor, materials, equipment, and supplies furnished by said Principal in accordance with said Contract (failing which such persons shall have a direct right to action against the Principal and Surety under this obligation, but subject to the Owner's priority) and shall hold and save harmless the Owner from any and all claims, loss, and expense of every kind and nature arising because of or resulting from the Principal's operation under said Contract, except payments to the Principal rightly due the Principal for work under said Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of an extension of time for the performance of the Contract, or any other forbearance on the part either of the Owner or Principal to the other shall not release in any way the Principal and Surety, or either of them, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension, or forbearance hereby being waived.

In no event shall the aggregate liability of the Surety exceed the sum set herein.

No suit, action, or proceeding shall be brought on this bond outside the State of Arkansas. No suit, action, or proceeding shall be brought on this bond, except by the Owner, after six (6) months from the date on which final payment to the Contractor falls due. No suit, action, or proceeding shall be brought by the Owner after two (2) years from the date on which final payment to the Contractor falls due.

This bond is executed pursuant to the terms of Arkansas Statute 51-637.

Executed on this _____ day of _____,
20____.

SEAL

(Principal)

By _____

Title _____

SEAL

(Surety)

By _____

(Attorney-in-Fact)

NOTES:

1. This bond form is mandatory. No other forms will be acceptable.
2. The date of the Bond must not be prior to the date of the Contract.
3. Any surety executing this Bond must appear on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Arkansas.
4. Attach Power of Attorney.

SECTION 00 72 00

GENERAL CONDITIONS

PART 1 - GENERAL

1. DEFINITIONS

- A. Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:
1. The term "Contract" means the Contract executed by the Local Public Agency and the Contractor of which these GENERAL CONDITIONS form a part.
 2. The term "Local Public Agency" or "Owner" means City of Conway, Arkansas, which is authorized to undertake this Contract.
 3. The term "Contractor" means the person, firm or corporation entering into the Contract with the Local Public Agency to construct and install the improvements embraced in this project.
 4. The term "Engineer" means Conway City Engineer or other designated professional consultant or individual providing the local public agency with engineering services, its successor, or any other person or persons employed by said Local Public Agency to furnish engineering services in connection with the construction embraced in the Contract.
 5. The term "Local Government" means the City of Conway, Arkansas, within which the Project is situated.
 6. The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda (if any), Invitation to Bid, Instructions to Bidders, Proposal, General Conditions, Supplementary Conditions, Special Conditions, Technical Specifications, and Drawings.
 7. The term "Drawings" or "Plans" means the construction drawings prepared for this project.
 8. The term "Technical Specifications" means that part of the Contract documents which describes, outlines and stipulates the quality of the materials to be furnished; the quality of workmanship required; and the controlling requirements to be met in carrying out the construction work to be performed under this Contract.
 9. The term "Addendum" means any change, revision or clarification of the Contract Documents which has been duly issued by the Local Public Agency to prospective Bidders prior to the time of receiving bids.
 10. The term "Subcontractors" shall mean the individual, partnership or corporation entering into an agreement with the Contractor to perform any portion of the work covered by the Plans and Specifications.
 11. The term "Work" shall mean the furnishing of all necessary labor, tools, equipment, appliances, supplies and material other than materials furnished by the Owner as specified to complete the construction covered by the Plans and Specifications.
 12. The term "Surety" shall mean any person, firm or corporation that has executed, as Surety, the Contractor's Performance Bond securing the performance of the Contract.

2. SUPERINTENDENCE BY CONTRACTORS

- A. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to supervise and direct the work and who shall be the Contractor's agent responsible for the faithful discharge of the Contractor's obligations under the Contract.
- B. The Owner shall have the authority to require the Contractor to remove from the work any incompetent or insubordinate superintendent.

3. CONTRACTOR'S EMPLOYEES

- A. The Contractor shall employ only competent skillful workers and shall at all times enforce strict discipline and good order among the employees.
- B. The Contractor shall neither permit nor suffer the introduction or use of alcoholic beverages or controlled substances upon or about the work embraced in this Contract.
- C. The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

4. SAFETY OF CONTRACTOR'S EMPLOYEES

- A. The Contractor shall be responsible for the safety of his employees during the progress of the work as well as the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

5. SUBCONTRACTS

- A. The Contractor is responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by the subcontractors and that nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

6. OTHER CONTRACTS

- A. The Local Public Agency may award, or may have awarded other Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Local Public Agency. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

7. CONTRACTOR'S INSURANCE

- A. Before any work is commenced, the Contractor shall furnish an approved certificate of insurance addressed to the Owner, showing that he carries the following insurance which shall be maintained throughout the term of the Contract.
 - 1. Workmen's Compensation
 - a. Statutory Limit
 - 2. Employer's Liability for Hazardous Work
 - a. If Needed
 - 3. Public Liability (Bodily Injury)
 - a. \$1,000,000/occurrence
 - 4. Property Damage
 - a. \$1,000,000/occurrence
 - 5. Builder's Risk
 - a. Insurable Portion
- B. The Contractor shall carry or require that there be carried the insurance listed in (1) through (4) above for the protection of all his employees and those of his Subcontractors engaged in work under this Contract, and for the protection of the public.
- C. If the work includes pipelines or other underground structures, the Property Damage Liability shall include explosion, collapse and underground coverage.
- D. The premiums for all insurance and the bond required herein shall be paid by the Contractor.
- E. It shall be the obligation of the Contractor to complete and deliver to the Owner the structure required by these Contract Documents regardless of any loss, damage to, or destruction of the structure prior to delivery.

8. OWNER'S AND ENGINEER'S PROTECTIVE LIABILITY INSURANCE

- A. The Contractor shall obtain Owner's Protective Liability insurance, which shall be in force for the entire project period, naming as the insured therein, City of Conway, Arkansas. Such insurance shall be provided as a separate policy from the Contractor's insurance as listed above. Limits of liability shall be the following:
 - 1. Bodily Injury Liability (Including Death)
 - a. \$1,000,000 each occurrence
 - 2. Physical Damage Liability (Damage to or Destruction of Property)
 - a. \$1,000,000 each occurrence
- B. A copy of the insurance policy shall be delivered to the Owner and Engineer.

9. FITTING AND COORDINATION OF THE WORK

- A. The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Subcontractors, or material men engaged upon this Contract. He shall be prepared to guarantee to each of his Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

10. MUTUAL RESPONSIBILITY OF CONTRACTORS

- A. If, through acts of neglect or through failure to comply with any applicable Government regulations by the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so sustained, the Local Public Agency will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the Local Public Agency shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

11. PAYMENT

A. PAYMENT TO CONTRACTOR

1. The Engineer shall prepare (with the required assistance from the Contractor) the requisition for partial payment. If the bid is a lump sum price or contains lump sum prices, the Contractor shall furnish to the Engineer, upon request, a detailed cost breakdown of the several items of work involved in the lump sum prices. The Engineer will use this cost breakdown to determine the amount due the Contractor as progress payment. A cut-off time shall be established near the last day of the month such as to allow sufficient time for the requisition to be prepared, approved by the Contractor, and submitted by the Engineer to the Owner by the first day of the successive month. The amount of the payment due to the Contractor shall be determined by the total value of work completed to date, deducting ten percent (10%) for retainage, adding the value of submitted paid invoices covering construction materials, properly stored on the site and deducting the amount of all previous payments. After the project is fifty percent (50%) complete, no additional retainage beyond ten percent (10%) of the first fifty percent (50%) of the project cost will be withheld provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding until completion of the project at which time the retainage will be released with the final payment. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices and lump sum prices contained in the Proposal. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of paid invoices, covering construction materials for which material payments are made, shall be furnished to the Engineer before such material payments are made.
2. Monthly or partial payments made by the Owner to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and complete work covered by such monthly or partial payments shall remain the property of the Contractor and he shall be responsible for

the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

B. WITHHOLDING PAYMENTS

1. The Local Public Agency may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Local Public Agency and will not require the Local Public Agency to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers, or to withhold any monies for their protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any monies from the Contractor shall not impair the obligations of any Surety or Sureties under any bond or bonds furnished under this Contract. Such withholding may also occur as a result of the Contractor's failure or refusal to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, or if the Contractor fails to comply with any applicable regulations promulgated by the U.S. Government or any other Government agencies.

C. FINAL PAYMENT

1. After final inspection and acceptance by the Local Public Agency of all work under the Contract, the requisition for final payment shall be prepared which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices and lump sum prices stipulated in the Proposal. The total number of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. All prior payments shall be subject to correction in the final payment. Final payment to the Contractor shall be made subject to his furnishing the Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation and the release as provided under the section entitled DISPUTES under GENERAL CONDITIONS.
2. The Local Public Agency, before paying the final estimate, may require the Contractor to furnish releases or receipts from all Subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Local Public Agency deems the same necessary in order to protect its interest. The Local Public Agency, however, may if it deems such action advisable, make payment in part or in full to the Contractor without

requiring the furnishing of such releases or receipts and any payments so made shall in nowise impair the obligations of any Surety or Sureties furnished under this Contract.

3. Withholding of any amount due the Local Public Agency under the section entitled LIQUIDATED DAMAGES FOR DELAY under SPECIAL CONDITIONS, shall be deducted from the payments due the Contractor.
4. All equipment warranties and general guarantee and maintenance bond provisions shall become effective for one year upon date of final acceptance of the complete project by the Local Public Agency.

D. PAYMENTS SUBJECT TO SUBMISSION OF CERTIFICATES

1. Each payment to the Contractor by the Local Public Agency shall be made subject to submission by the Contractor of all written certifications required of him.

12. USE OF COMPLETED PORTIONS

- A. The Owner shall have the right to use any completed or partially completed portion of the work and such use shall not be considered as an acceptance of any work.

13. CHANGES IN THE WORK

- A. The Local Public Agency may make changes in the scope of the work required to be performed by the Contractor under the Contract or make additions thereto, or omit work therefrom without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the Guaranty Bonds, and without relieving or releasing the Surety or Sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- B. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements, or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Local Public Agency authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.
- C. After the work is complete, a final change order will be prepared to be accepted by the Owner and Contractor to adjust final payment as required to cover the actual units of work acceptably completed.
- D. If the applicable unit prices are contained in the Agreement (established as a result of either a unit price or a Supplemental Schedule of Unit Prices) the Local Public Agency may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved

and the applicable unit and lump sum prices specified in the Contract; provided that in case of a unit price Contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five (25) percent.

- E. If applicable unit prices are not contained in the Agreement as described above or if the total net change increases or decreases the total Contract price more than twenty-five (25) percent, the Local Public Agency shall, before ordering the Contractor to proceed with a desired change, request an itemized Proposal from him covering the work involved in the change after which the procedure shall be as follows:
 - 1. If the Proposal is acceptable the Local Public Agency will prepare the Change Order in accordance therewith for acceptance by the Contractor and
 - 2. If the Proposal is not acceptable and prompt agreement between the two (2) parties cannot be reached, the Local Public Agency may order the Contractor to proceed with the work on a Force Account basis, under which the net cost shall be the sum of the actual costs that follow:
 - a. Labor, including foremen;
 - b. Materials entering permanently into the work;
 - c. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - d. Power and consumable supplies for the operation of power equipment;
 - e. Insurance;
 - f. Social Security and old age and unemployment contributions.
- F. To the net cost shall be added a fixed fee agreed upon, but not to exceed fifteen (15) percent of the net cost, to cover supervision, overhead, bond, and any other general expense, and profit.
- G. Each Change Order shall include in its final form:
 - 1. A detailed description of the change in the work.
 - 2. The Contractor's Proposal (if any) or a conformed copy thereof.
 - 3. A definite statement as to the resulting change in the Contract price and/or time.
 - 4. The statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the Change Order.

14. CLAIMS FOR EXTRA COST

- A. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Local Public Agency, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- B. Claims for additional compensation for extra work, due to alleged

errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted or would result, in handling material, or performing more work, than would be reasonable estimated from the Drawings and maps issued.

- C. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Local Public Agency and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Local Public Agency.
- D. If, on the basis of the available evidence, the Local Public Agency determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall then be as provided in the Section entitled CHANGES IN THE WORK under GENERAL CONDITIONS.

15. OWNER'S RIGHT TO TERMINATE CONTRACT

- A. If the Contractor shall be adjudged a bankrupt or shall file a petition for an arrangement or reorganization under the Bankruptcy Act, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his solvency, or if he should persistently or repeatedly refuse or should fail, except under conditions where extension of time is approved, to supply adequate workmen, equipment and material, or disregard laws, ordinances, or the instructions of the Engineer, or otherwise be guilty of a violation of any provisions of the Contract; provided further that if the Contractor at any time fails to comply with any applicable Federal or State regulation which prevents either the Local Public Agency or the Contractor from fulfilling its obligations under these Contract Documents, then the Owner upon certification of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, and after giving the Contractor ten (10) days' written notice, terminate the employment of the Contractor.
- B. At the expiration of the said ten (10) days, the Owner may immediately serve notice upon the Surety to complete the work.
- C. In the case the Surety fails to comply with the notice within thirty (30) days after service of such notice, the Owner may complete the work and charge the expense of the completion, including labor, materials, tools, implements, machinery or apparatus to said Contractor and the expense so charged shall be deducted and paid by the Owner out of such monies as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this agreement. And in case such expense is less than the sum which would have been payable under this Contract if the same had been completed by the Contractor, then said Contractor shall be entitled to receive the difference. And in case such expense is greater than the sum which would have been payable under this Contract if the same had been completed by said Contractor, then the Contractor and his Surety shall pay the amount of such excess to the Owner, on demand from said Owner or Engineer of the amount so due.

16. SUSPENSION OF WORK

- A. Should contingencies arise to make such action necessary, the Owner shall have the right to suspend the whole or any part of the work for a period not to exceed sixty (60) days by giving the Contractor notice in writing three (3) days prior to the suspension.
- B. The Contractor after written notice to resume work shall begin within ten (10) days from the date of such notice.
- C. If the work or any part thereof shall be stopped by the Owner's notice and the Owner fails to notify the Contractor to resume work within sixty (60) days, the Contractor may abandon that portion of the work so suspended and the Contractor shall be paid for all work performed on the portion so suspended at unit prices quoted in the bid for completed work involved, at agreed prices on any extra work involved and at a fair and equitable price for partially completed work involved.
- D. The Engineer may suspend work pending the settlement of any controversy. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay, nor shall he be entitled to any extension of time but an extension may be granted by the Owner in his discretion.

GC.17 DELAYS - EXTENSION OF TIME - LIQUIDATED DAMAGES

If the Contractor be delayed at any time in the progress of the work by any act or neglect of the Owner, the Owner's Engineer or employees, or by any separate contractor employed by the Owner, or by changes ordered in the work or by strikes, lock-outs, fire, unusual delay in transportation, unavoidable casualty or any other cause beyond the Contractor's control, then the time of completion shall be extended for such reasonable time as the Owner may decide; provided, however, said time of completion shall be extended upon the following conditions and no other.

- (a) Requests for extension of time shall be in writing. No extension of time shall be granted automatically.
- (b) The Contractor claiming an extension of time because of any of the contingencies hereinabove mentioned, shall, within ten (10) days of the occurrence of the contingency which justifies the delay, notify the Owner in writing of his claim and the reasons therefor.
- (c) In event of a continuing cause of delay only one claim is necessary.

GC.17.1 Excusable Delays: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

- (1) To any acts of the Government, including controls or restrictions upon requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other

national emergency;

- (2) To any acts of the Owner;
- (3) To causes not reasonable foreseeable by the parties of this Contract which are 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 another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
- (4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), and (3) of this paragraph.

It is acknowledged between the parties to this Contract that the work to be performed by the Contractor will result in a benefit to all customers of the Owner and that a delay in completion of the work will be detrimental to many customers of the Owner. It is further acknowledged that, while work is in progress, the Owner shall incur an indeterminable amount of expense as a result of necessary supervision of the work and other overhead and administrative expenses. It is further acknowledged that the work to be performed will permit the Owner to furnish larger amounts of water to its customers for which the Owner shall receive income and that a delay in the work will cause a loss of the income, the exact amount of which is impossible of ascertainment.

It is, therefore, agreed that if there is a delay in the work beyond the period elsewhere herein specified which has not been authorized by the Owner as set forth above, then the Owner may deduct from the Contract price the amount stated in the Special Conditions, bound herewith, as liquidated damages.

GC.18 DISPUTES

All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of Contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Local Public Agency of notice thereof.

The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Public Agency will be in writing and will be mailed to the Contractor by registered mail, return receipt requested.

If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow the dispute to delay the work, but shall notify the Local Public Agency promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

GC.19 ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the local Public Agency; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Local Public Agency. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools or equipment.

GC.20 TECHNICAL SPECIFICATIONS AND DRAWINGS

The Drawings and this Specification are to be considered cooperative. All work necessary for the completion of the facility shown on the Drawings, but not described in this Specification, or described in this Specification but not shown on the Drawings, OR REASONABLY IMPLIED BY EITHER OR BOTH, shall be executed in the best manner, the same as if fully shown and specified. When no figures or memoranda are given, the Drawings shall be accurately followed, according to their scale, but in all cases of discrepancy in figures or details, the decision of the Engineer shall be obtained before proceeding with the Work. If Contractor adjusts any such discrepancy without first having obtained the approval of the Engineer, it shall be at his own risk, and he shall bear any extra expense resulting therefrom.

GC.21 SHOP DRAWINGS

Shop Drawings shall be required for all equipment, materials, and as required by the Engineer. All Shop Drawings, Machinery Details, Layout Drawings, etc., shall be submitted to the Engineer in four (4) copies for review (unless otherwise specified) sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting, and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said Shop Drawings, etc. until they are reviewed and no claim, by the Contractor, for extension of the Contract time will be granted by reason of his failure in this respect.

Any Drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any Drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of Contract price and/or time, otherwise the Contractor will not be relieved of the

responsibility for executing the work in accordance with the Contract even though the Drawings have been reviewed.

The review of Shop Drawings by the Engineer shall be considered an accommodation to the Contractor to assist him in the execution of the Contract. The Engineer's review of such Drawings shall not relieve the Contractor of his responsibility to perform the work in strict accord with the Plans and Specifications, and approved changes.

If the Shop Drawing is in accord with the Contract or involves only a minor adjustment in the interest of the Local Public Agency not involving a change in Contract price or time, the Engineer shall so stamp the Drawing and shall contain in substance the following:

"Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner".

GC.22 REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after the Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

GC.23 REFERENCE TO MANUFACTURER OR TRADE NAME - "OR EQUAL CLAUSE"

If the Plans, Specifications or Contract Documents, laws, ordinances or applicable rules and regulations permit the Contractor to furnish or use a substitute that is equal to any material or equipment specified, and if the Contractor wishes to furnish or use a proposed substitute, he shall make written application to the Engineer for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the functions called for in the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same functions as that specified, the use of such substitute will not require revisions of related work, and identifying all variations of the proposed substitute from specified and indicating available maintenance service. No

substitute shall be ordered or installed without the written approval of the Engineer who will be the judge of equality and may require the Contractor to furnish such other data about the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as the Owner may require which shall be furnished at Contractor's expense.

Where such substitutions alter the design or space requirements indicated on the Contract Drawings, detailed drawings shall be prepared and submitted by the Contractor delineating any changes in or additions to the work shown on the Contract Drawings, and such drawings and changes or additions to the work shall be made by the Contractor at no additional expense to the City. In all cases, the burden of proof that the material or equipment offered for substitution is equal in construction, efficiency and service to that named on the Contract Drawings and in these Contract Documents shall rest on the Contractor and unless the proof is satisfactory to the Engineer, the substitution will not be approved.

GC.24 SAMPLES, CERTIFICATES AND TESTS

The Contractor shall submit all material, product, or equipment samples, descriptions, certificates, affidavits, etc., as called for in the Contract Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time. Submit four (4) copies of data for Engineer's review.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

Approval of any materials shall be general only and shall not constitute a waiver of the Local Public Agency's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
- (2) The Contractor shall assume all costs of re-testing materials which fail to meet Contract requirements;
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
- (4) The Local Public Agency will pay all other expenses.

GC.25 PERMITS AND CODES

The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers, the Contractor shall remove such work without cost to the Local Public Agency.

The Contractor shall at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavements, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, building, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the site of the work, and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

GC.26 CARE OF WORK

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any injury, including death, to any person, and for any damage to property which may result from their failure, or from their improper construction, maintenance, or operation. He shall indemnify and save harmless the Local Public Agency and the Engineer and their employees and agents, against any judgement with costs, which may be obtained as a result of such injury or property damage, because of the alleged liability of the Local Public Agency or of the Engineer.

The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.

The Contractor shall provide sufficient competent watchmen, as required to protect the work both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Public Agency, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in the Section entitled CHANGES IN THE WORK under GENERAL CONDITIONS.

The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Local Public Agency, and the Engineer, from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which it may be claimed that the Local Public Agency, or the Engineer, is liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

GC.27 QUALITY OF WORK AND PROPERTY

All property, materials and equipment shall be new and free of defects upon completion of the Contractor's performance and unless different standards are specified elsewhere in the Contract Documents shall be of the best type and quality available for the purpose. All of the Contractor's work shall be performed with the highest degree of skill and completed free of defects and in accordance with the Contract Documents. Any work, property, materials, or equipment not in conformance with these standards shall be considered defective. If any work, property, materials or equipment is discovered to have been defective or not in conformance with the Contract Documents, whether said discovery is made before or after completion of performance, the Contractor, at his expense, after written notice from the Owner or Engineer, shall promptly replace or correct the deficiency and pay any engineering costs and consequential expense or damage incurred by the Owner in connection therewith. If the Contractor fails to promptly correct all deficiencies, the Owner shall have the option of remedying the defects at the Contractor's cost. If the Contractor is required to furnish shop drawings or designs the above provisions shall apply to such drawings or designs.

Neither the Owner's payment, acceptance, inspection or use of the work, property, materials, or equipment, nor any other provision of the Contract Documents shall constitute acceptance of work, property, materials, or equipment which is defective or not in accordance with the Contract Documents. If the Contractor breaches any provision of the Contract Documents with respect to the quality of the work, property, materials, equipment or performance, whether initial or corrective, its liability to the Owner shall continue until the statute of limitations with respect to such breach of contract has expired following discovery of the defect. All parts of this section are cumulative to any other provisions of the Contract Documents and not in derogation thereof. If it is customary for a warranty to be issued for any of the property to be furnished hereunder, such warranty shall be furnished, but no limitations in any such warranty shall reduce the obligations imposed under the Contractor in the Contract Documents or by Arkansas Law, but if any greater obligations than imposed in this Contract is specified in any such warranty or by Arkansas Law, those greater obligations shall be deemed a part of this Contract and enforceable by the Owner.

GC.28 ACCIDENT PREVENTION

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, including applicable parts of Safety Code No. 9, Arkansas Department of Labor, shall be observed. The Contractor shall take or cause to be taken such safety and health measures, additional to those herein required, as he may deem necessary or desirable. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

The Contractor shall indemnify and save harmless the Local Public Agency, and the Engineer, from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

GC.29 SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall

be furnished in strict accordance with existing and governing health regulations.

GC.30 USE OF PREMISES

The Contractor shall confine his equipment, storage of materials, and construction operations to the Rights-of-Way to accommodate the permanent construction furnished by the Local Public Agency, or as may be directed otherwise by the Local Public Agency, and shall not unreasonably encumber the site of other public Rights-of-Way with his materials and construction equipment. In case such Rights-of-Way furnished by the Local Public Agency are not sufficient to accommodate the Contractor's operations, he shall arrange with the Local Government, or with the owner or owners of private property for additional area or areas, and without involving the Local Public Agency in any manner whatsoever.

The Contractor shall comply with all reasonable instructions of the Local Public Agency and the ordinances and codes of the Local Government, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

GC.31 REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the project site and public Rights-of-Way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public Rights-of-Way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Local Public Agency and existing State and local regulations.

GC.32 RETURN OF OWNER'S MATERIALS, EQUIPMENT OR PROPERTY

Any materials, equipment or other property which belongs to the Owner, removed by the Contractor, shall be delivered to the Owner's designated warehouse unless its re-use is specified in the Plans and Specifications. If the Contractor fails to deliver the materials, equipment or other property, its value as determined by the Engineer shall be deducted from amounts due the Contractor.

GC.33 OBSERVATION OF WORK

The Engineer, his authorized representative, and any Federal, State, County or local authority representative having jurisdiction over any part of the work or area through which the work is located, shall at all times have access to the work in progress.

The detailed manner and method of performing the work shall be under the direction and control of the Contractor, but all work performed shall at all times be subject to the observation of the Engineer or his authorized

representative to ascertain its conformance with the Contract Documents. The Contractor shall furnish all reasonable aid and assistance required by the Engineer for the proper observation and examination of the work and all parts thereof.

The Engineer is not responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or safety precautions and programs incident thereto.

Observers may be appointed by the Engineer or Owner. Observers shall have no authority to permit any deviation from the Plans and Specifications except on written order from the Engineer and the Contractor will be liable for any deviation except on such written order. Observers shall have authority, subject to the final decision of the Engineer, to condemn and reject any defective work and to suspend the work when it is not being performed properly.

The observer shall in no case act as superintendent or foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any advice which the observer may give the Contractor shall in no way be construed as binding to the Engineer in any way or releasing the Contractor from fulfilling all of the terms of the Contract.

Any defective work may be rejected by the Engineer at any time before final acceptance of the work, even though the same may have been previously overlooked and estimated for payment and payment therefor made by the Owner.

The Contractor shall notify the Engineer sufficiently in advance of backfilling or concealing any facilities to permit proper observation. If the facilities are concealed without approval or consent of the Engineer, the Contractor shall uncover for observation and recover such facilities all at his own expense, when so requested by the Engineer.

Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his Subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

Observation of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such observation and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the observation of

materials as a whole or in part will be made at the project site.

All condemned or rejected work shall be promptly taken out and replaced by satisfactory work. Should the Contractor fail or refuse to comply with the instructions in this respect, the Owner may, upon certification by the Engineer, withhold payment, proceed to terminate the Contract or perform work as provided herein.

GC.34 REVIEW BY LOCAL PUBLIC AGENCY OR OWNER

The Local Public Agency, its authorized representatives and agents, shall at all times during work hours have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Local Public Agency through its authorized representatives or agents. Representatives of Federal, State, and local government agencies also have the right of physical inspection of the work during work hours.

GC.35 PROHIBITED INTERESTS

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

GC.36 FINAL INSPECTION

When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Local Public Agency in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Local Public Agency having charge of observation. If the Local Public Agency determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as practicable. The inspection party will also include the representatives of each Department of the Local Government and any other involved government agencies when such improvements are later to be accepted by the Local Government and/or other government agencies.

GC.37 PATENTS

The Contractor shall hold and save harmless the Local Public Agency, its officers, and employees, from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the

performance of the Contract, including its use by the Local Public Agency, unless otherwise specifically stipulated in the Technical Specifications.

GC.38 WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Local Public Agency free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Local Public Agency. The provisions of this paragraph shall be inserted in all subcontracts and material Contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal Contract is entered into for such materials.

GC.39 GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the agreed upon day of final acceptance of the work. The Local Public Agency will give notice of defective materials and work with reasonable promptness.

SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

SGC.1 PROGRESS SCHEDULE

The Contractor shall submit a construction contract schedule of the bar graph (or other approved) type seven (7) calendar days prior to the preconstruction conference showing the following information as a minimum:

- (1) Actual date construction is scheduled to start if different from the date of notice to proceed.
- (2) Planned contract completion date.
- (3) Beginning and completion dates for each phase of work.
- (4) Respective dates for submission of shop drawings and the beginning of manufacture, the testing of, and the installation of materials, supplies, and equipment.
- (5) All structural milestone dates.
- (6) A separate graph showing work placement in dollars versus contract time. The schedule shall incorporate contract changes as they occur. The schedule shall be maintained in an up-to-day condition and shall be available for inspection at the construction site at all times.

The construction contract schedule shall be submitted in conjunction with and/or in addition to any other specification requirements concerning schedules.

SGC.2 DRAWINGS

Five (5) sets of Plans and Specifications shall be furnished to the Contractor, at no charge, for construction purposes. If Plans have been reduced to one-half size, three (3) sets of those together with two (2) sets reproduced on the original scale shall constitute the five (5) sets of Plans furnished to the Contractor. Additional copies may be obtained at cost of reproduction upon request.

The Contractor shall keep one (1) copy of all drawings and Contract Documents in good condition readily accessible at the site of the work available to the Engineer and his authorized representatives.

SGC.3 RECORD DRAWINGS

Before any work is started, the Contractor shall obtain one set of Plans to be used for Record Drawings. Record Drawings will be kept on full-size plan sheets; no half-size sheets will be permitted. The Record Drawings shall be stored and maintained in good condition at all times by the Contractor and shall be made available to the Engineer at the work site immediately at the Engineer's request. All writing, notes, comments,

dimensions, etc. shall be legible. The Record Drawings shall be stored flat and shall not be rolled. The Record Drawings shall be submitted to the Engineer before the project can be accepted.

The Contractor's work shall be documented on the Record Drawings in an on-going manner. Distances, offsets, depths, etc. shall be accurately measured from permanent fixed objects so that the Owner can expose any item of the work in the future with a minimum of effort. All such measurements shall be made before the items of work are covered or backfilled. The Contractor shall be required to expose and recover/backfill the work at his own expense if, in the Engineer's opinion, the measurements need to be verified.

SGC.4 TRENCH AND EXCAVATION SAFETY SYSTEM

The OSHA Standard for Excavation and Trenches Safety System found in 29 CFR 1926, Subpart P requires trench and excavation safety measures for excavations greater than 5 feet. These Standards shall conform to the following requirements.

Trench Excavation and Safety System: All work under this item shall be in accordance with the current edition of the OSHA Standard for Excavation and Trench Safety Systems, 29 CFR 1926 Subpart P.

The Contractor shall notify all utility companies and Owners in accordance with the OSHA requirements given in 29 CFR 1926.651(b)(2) for the purpose of locating utilities and underground installations.

Where the trench or excavation endangers the stability of a building, wall, street, highway, utilities, or other installation the Contractor shall provide support systems such as shoring, bracing, or underpinning to ensure the stability of such structure or utility.

The Contractor may elect to remove and replace or relocate such structures or utilities with the written approval of the Utility Owner, the Engineer, and the Owner.

Payment for the work required by this item shall be included in the lump sum price bid for Trench and Excavation Safety listed in the Unit Price Schedule herein. After award of the contract, the Contractor shall submit to the Engineer a breakdown of cost for the trench excavation and safety work involved in the lump sum price bid and shall, with each periodic payment request, submit a certification by the "competent person" as defined in 29 CFR 1926.650(b) that the Contractor has complied with the provisions of the OSHA Standard for Excavation and Trench Safety Systems, 29 CFR 1926 Subpart P, for work for which payment is requested.

SGC.5 STORM WATER POLLUTION PREVENTION PLAN

The Arkansas Department of Environmental Quality has issued NPDES Permit No. ARR150000 to cover projects disturbing more than one acre. The City of Conway has submitted a Notice of Intent for this project to be covered by the provisions of this permit. In addition, the City has prepared a Storm Water Pollution Prevention Plan to identify the specific and general best

management practices to be incorporated in the permit to conform to the ADEQ Permit.

SGC.6 FEDERAL FUNDING REQUIREMENTS

The contractor shall be aware that this is a federally funded project and the contractor is required to pay the minimum federal wage for the various classification of workers performing work on this project. The wage rates are referenced herein. In addition, the contractor shall maintain and provide the owner with certified payroll records as described in the "DAVIS-BACON LABOR STANDARDS - A Contractors Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects". If this document is not included in these specifications, please contact the owner for a copy of the document.

In Addition, the contractor shall comply with all non-segregation and non-collusion requirements and seek to employ minority workers on this project.

The Contractor and his subcontractors will be required to sign the appropriate certification in the Storm Water Pollution Prevention Plan. The provisions of this Plan and revisions thereof shall be strictly adhered to by the contractor and his subcontractors.

No additional payments will be made to the contractor for conformance to this Plan other than payment for the specific items of work listed in the Unit Price Schedule. All general compliance cost associated with adhering to the Plan will be considered subsidiary to the general items of the contract.

Fines or penalties imposed on the City of Conway by the Arkansas Department of Environmental Quality due to noncompliance with the Permit or Plan will be deducted from payments due the contractor.

**SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION**

General Decision Number: AR160165 01/08/2016 AR165

Superseded General Decision Number: AR20150165

State: Arkansas

**Construction Type: Heavy
Heavy Construction**

County: Faulkner County in Arkansas.

HEAVY CONSTRUCTION PROJECTS (excluding dam construction).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date	
0	01/08/2016	
ENGI0624-003 01/01/2014		
	Rates	Fringes
Operating Engineer: Roller (Dirt and Grade Compaction).....	\$ 24.30	11.30

* PAIN0424-007 07/01/2015		
	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 17.30	5.92

SUAR2008-162 11/21/2008		
	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 14.55	0.00
CEMENT MASON/CONCRETE FINISHER.\$ 15.19	\$ 15.19	0.00
ELECTRICIAN.....	\$ 19.16	4.12
FORM WORKER.....	\$ 16.00	0.00
IRONWORKER, REINFORCING.....	\$ 17.38	0.00

**SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION**

LABORER: Common or General.....	\$ 9.04	0.32
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.67	0.00
LABORER: Pipelayer.....	\$ 9.62	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 11.90	0.00
OPERATOR: Bulldozer.....	\$ 11.00	0.42
OPERATOR: Crane.....	\$ 20.67	5.15
OPERATOR: Loader (Front End)...	\$ 13.42	0.00
OPERATOR: Mechanic.....	\$ 17.25	0.00
OPERATOR: Piledriver.....	\$ 17.21	0.00
OPERATOR: Scraper.....	\$ 9.00	0.00
OPERATOR: Tractor.....	\$ 11.13	0.00
OPERATOR: Trencher.....	\$ 14.76	0.00
PAINTER: Spray.....	\$ 23.29	0.00
TRUCK DRIVER.....	\$ 10.40	0.42

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

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

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

**SUPPLEMENTAL SPECIFICATION
WAGE RATE DETERMINATION**

WAGE DETERMINATION APPEALS PROCESS

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

- an existing published wage determination
- a survey underlying a wage determination
- a Wage and Hour Division letter setting forth a position on wage determination matter
- a conformance (additional classification and rate) ruling

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requester 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, D. C. 20210

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

END OF GENERAL DECISION



U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LR01.DG

DAVIS-BACON

LABOR STANDARDS

*A Contractor's Guide
to Prevailing Wage Requirements
for Federally-Assisted Construction Projects*

*January 2012
Previous versions obsolete*



INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations on-line:

<http://www.hud.gov/offices/olr>

Obtain additional copies of this Guide and other publications at our website or by telephone from HUD's Customer Service Center at (800)767-7468.

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CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

1-1 DAVIS-BACON AND OTHER LABOR LAWS.

- a. **The Davis-Bacon Act (DBA).** The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U. S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

- b. **The Contract Work Hours and Safety Standards Act (CWHSSA).** CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts **except** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to prime contracts of \$100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. (See also Labor Relations Letter SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provision, available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

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- c. **The Copeland Act (Anti-Kickback Act).** The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.
 - d. **The Fair Labor Standards Act (FLSA).** The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

1-2 DAVIS-BACON REGULATIONS.

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7.*** Part 1 explains how the DOL establishes and publishes DBA wage determinations (aka wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web:
http://www.dol.gov/dol/allcfr/Title_29.htm

1-3 CONSTRUCTION CONTRACT PROVISIONS

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally bound into the contract specifications.

- a. The labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects

administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction or the HUD-5370-EZ (construction contracts ≤\$100,000) which are used for Public and Indian Housing projects.

HUD program labor standards forms are available on-line at:
www.hud.gov/offices/adm/hudclips/index.cfm

- b. Davis-Bacon Wage Decisions. The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is “locked-in” and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:
<http://www.wdol.gov>

1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR

The principal contractor (also referred to as the ***prime*** or ***general contractor***) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator, below.)

To make this Guide easier to understand, the term “prime contractor” will mean the principal contractor; “subcontractor” will mean all subcontractors including lower-tier subcontractors; and the term “employer” will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

1-5 RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR.

The **contract administrator** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 2-1, **The Wage Decision**) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see 2-6, **Compliance Reviews**) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff. But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs), Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

CHAPTER 2 HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS

WHERE TO START? Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION I - THE BASICS

2-1 **THE WAGE DECISION.**

Davis-Bacon labor standards stipulate the wage payment requirements for Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable Davis-Bacon wage decision.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 1-3, Construction Contract Provisions.

- a. **The work classifications and wage rates.** A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the contract administrator (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

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- b. **Posting the wage decision.** If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The Employee Rights under the Davis-Bacon Act poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

The Employee Rights under the Davis-Bacon Act poster (WH-1321) replaces the Notice to all Employees. The new poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

2-2 **ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES.**

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an additional classification and wage rate. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

- a. **Additional classification rules.** Additional classifications and wage rates can be approved if:
1. The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the county where the project is located).
 2. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
 3. The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.)
And,
 4. The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

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- b. **Making the request.** A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.
- c. **HUD review.** The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will not approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

- d. **DOL decision.** The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL does not approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 CERTIFIED PAYROLL REPORTS.

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

- a. **Payroll formats.** The easiest form to use is DOL's WH-347, Payroll. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

You are not required to use Payroll form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

- b. **Payroll certifications.** The weekly payrolls are called certified because each payroll is signed and contains language certifying that the information is true and correct. The payroll certification language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions and the Payroll form WH-347 in a "fillable" PDF format at this address:
www.dol.gov/whd/forms/wh347.pdf

- c. **"No work" payrolls.** "No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. (See tip box, for "no work" payroll exemption!) However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you number payrolls consecutively or if you send a note, you do not need to send "no work" payrolls.

If you number your payroll reports consecutively, you do not need to submit "no work" payrolls!

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- d. **Payroll review and submission.** The prime contractor should review each subcontractor’s payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

- e. **Payroll retention.** Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.
- f. **Payroll inspection.** In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 **DAVIS-BACON DEFINITIONS.**

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

- a. **Laborer or mechanic.** “Laborers” and “mechanics” mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, and trainees and, for CWHSSA purposes, watchmen and guards. “Laborers” and “mechanics” are the two groups of workers that must be paid not less than Davis-Bacon wage rates.
1. **Working foremen.** Foremen or supervisors that regularly spend more than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered “laborers” and “mechanics” for labor standards purposes for the time spent performing construction work.
 2. **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

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- b. **Employee.** Every person who performs the work of a laborer or mechanic is “employed” regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics. Labor Relations Letters and other helpful Labor Relations publications are available at HUD’s Labor Relations web site (see the list of web site addresses in the Appendix).

- c. **Apprentices and trainees.** The only workers who can be paid less than the wage rate on the wage decision for their work classification are “apprentices” and “trainees” registered in approved apprenticeship or training programs. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months - 1 year: 70%; etc. The percentage is applied to the journeyman’s wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman’s wage rate on the applicable wage decision for that craft.

1. **Probationary apprentice.** A “probationary apprentice” can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.
2. **Pre-apprentice.** A “pre-apprentice”, that is, someone who is not registered in a program and who hasn’t been DOL- or SAC-certified for probationary apprenticeship is not considered to be an “apprentice” and must be paid the full journeyman’s rate on the wage decision for the classification of work they perform.
3. **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use on the job site cannot exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

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- d. **Prevailing wages or wage rates.** Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate unless you provide bona fide fringe benefits for your employees.
1. **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates provided the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. Accurate time records must be maintained for any piece-work employees. If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.
- e. **Fringe benefits** Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits do not include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the total hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires \$10/hour basic rate plus \$5/hour fringe benefits, you must pay no less than that total (\$15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay \$15 in base wage with no fringe benefits, or you could pay \$12 basic plus \$3 fringe benefits. You can also off-set the amount of the base wage if you pay more in fringe benefits such as by paying or \$9 basic plus \$6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

- f. **Overtime.** Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

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- g. **Deductions.** You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to “kick-back” (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee.

Referring, again, to our example above where the wage decision requiring a \$15 total wage obligation (\$10 basic wage plus \$5 fringe benefits) was met by paying \$9 base wage plus \$6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate as stated on the wage decision. In the above example, the employer must pay for overtime: \$15/hr (\$9 basic + \$6 fringe) plus \$5 (one-half of \$10, the wage decision basic rate) for a total of \$20 per hour.

- h. **Proper designation of trade.** You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters even if they aren’t considered by you to be fully trained as a Carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.
1. **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each classification in which work was performed only if you maintain accurate time records showing the amount of time spent in each classification of work. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.
- i. **Site of work.** The “site of work” is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. “Site of work” can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II - REPORTING REQUIREMENTS

2-5 COMPLETING A PAYROLL REPORT.

What information has to be reported on the payroll form? The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's name; his or her work classification (who is working for you and what do they do?), the hours worked during the week, his or her rate of pay, the gross amount earned (how much did they earn?), the amounts of any deductions for taxes, etc., and the net amount paid (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

- a. **Project and contractor/subcontractor information.** Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the week dates in the spaces provided. Numbering payrolls is optional but strongly recommended.
- b. **Employee information.** Effective January 18, 2009, payrolls shall not report employee addresses or full Social Security Numbers (SSNs). Instead, the first payroll on which each employee appears shall include the employee's name and an individually identifying number, usually the last 4 digits of the employee's SSN. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees, e.g., if two employees have the same name.

Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for federal labor standards compliance monitoring. Prime contractors may require a subcontractor(s) to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

- c. **Work classification.** Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

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1. **Apprentices or trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.
 2. **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.
- d. **Hours worked.** The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.
- e. **Rate of pay.** Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you do not participate in approved fringe benefit programs, add the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.
1. **Piece-work.** For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

The effective hourly rate must be reflected on the certified payroll and this hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the overtime rate would be: $(\$10 \times 1 \frac{1}{2}) + \$5 = \$20/\text{hour}$.

- f. **Gross wages earned.** Show the gross amount of wages earned for work performed on this project. Note: For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings.

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- g. **Deductions.** Show the amounts of any deductions from the gross earnings. “Other” deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

- h. **Net pay.** Show the net amount of wages paid.
- i. **Statement of compliance.** The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer’s weekly payroll no matter how many pages are needed to report the employee data.

- j. **Signature.** Make sure the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. Signatures in pencil; signature stamps; xerox, pdf and other facsimiles are not acceptable.

SECTION III - PAYROLL REVIEWS AND CORRECTIONS

2-6 COMPLIANCE REVIEWS.

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see 1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

- a. **On-site interviews.** Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator.
- b. **Project payroll reviews.** The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS.

The following paragraphs describe common payroll errors and the corrective steps you must take.

- a. **Inadequate payroll information.** If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.
- b. **Missing identification numbers.** If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

-
- c. **Incomplete payrolls.** If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.
- d. **Classifications.** If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision or the employer may request an additional classification and wage rate (see 2-2). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees. (see 2-8 for instructions about wage restitution.)
- e. **Wage rates.** If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.
- f. **Apprentices and trainees.** If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.
- g. **Overtime.** If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:
1. If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at \$10 per day per violation. Or,
 2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA overtime violations. Also, the contract administrator may refer the matter to the DOL for further review.
- h. **Computations.** If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.
- i. **Deductions.** If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

- j. **Fringe benefits.** If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit correction certified payrolls and will be required to pay wage restitution if underpayments occurred. However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.
- k. **Signature.** If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principle of the firm and that person has not been authorized by principle to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principle or other authorized signatory.
- l. **On-site interview comparisons.** If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction certified payroll report.
- m. **Correction certified payroll.** Any and all changes to data on a submitted payroll report must be reported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

2-8 **RESTITUTION FOR UNDERPAYMENT OF WAGES.**

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a certified payroll report.

- a. **Notification** to the Employer/Prime contractor. The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

- b. **Computing wage restitution.** Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.
- c. **Correction certified payrolls.** The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification; the total number of work hours involved (daily hours are usually not applicable for wage restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll.

HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashiers, canceled or other), or employee-signed receipts or waivers.

- d. **Review of correction CPR.** The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.
- e. **Unfound workers.** Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required

to place in a deposit or escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

CHAPTER 3 LABOR STANDARDS DISPUTES, ADMINISTRATIVE REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW ACCOUNTS, AND SANCTIONS

WHAT HAPPENS WHEN THINGS GO WRONG?

3-1 INTRODUCTION.

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, “things going wrong” usually means there’s a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES.

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

- a. **Additional classifications and wage rates.** Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.
 1. **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (for example, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See 2-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

2. **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by the DOL's Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR 1.9.)

b. **Findings of underpayment.** Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1. **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL Administrative Law Judge (ALJ). (See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)

2. **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 WITHHOLDING.

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

3-4 DEPOSITS AND ESCROWS.

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and final payments provided the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 1-4, Responsibility of the Principal Contractor, and 2-8, Restitution for Underpayment of Wages.

- a. **Where the parties have agreed to amounts of wage restitution that are due** but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in 2-8(f) of this Guide.
- b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor.

If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor.

1. If the employer is unable to make the payments to the workers, e.g., lacks the funds necessary, the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

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2. If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (See 2-8(f) and 3-4(a)).

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained as explained in 3-4(c), below.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

- c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 ADMINISTRATIVE SANCTIONS.

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

- a. **DOL debarment.** Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.
- b. **HUD sanctions.** HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.
 1. **Limited Denial of Participation.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

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2. **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS.

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of \$1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

ACRONYMS AND SYMBOLS

CDBG -	Community Development Block Grant
CFR -	Code of Federal Regulations
CPR -	Certified Payroll Report
CWHSSA -	Contract Work Hours and Safety Standards Act
DBA -	Davis-Bacon Act
DBRA -	Davis-Bacon and Related Acts
DOL -	Department of Labor
FHA -	Federal Housing Administration
FLSA -	Fair Labor Standards Act
HUD -	Housing and Urban Development (Department of)
IHA -	Indian Housing Authority
LCA -	Local Contracting Agency
LDP -	Limited Denial of Participation
O/T -	Overtime
PHA -	Public Housing Agency
S/T -	Straight-time
SAC -	State Apprenticeship Council/Agency
TDHE -	Tribally-Designated Housing Entity
§ -	Section
¶ -	Paragraph

DAVIS-BACON - RELATED WEB SITES*

HUD Office of Labor Relations:
www.hud.gov/offices/olr

HUD Regulations:
<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

HUDClips (HUD Forms and Publications):
www.hud.gov/offices/adm/hudclips/index.cfm

DOL Davis-Bacon and Related Acts Homepage:
<http://www.dol.gov/whd/contracts/dbra.htm>

DOL Regulations:
<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

Davis-Bacon Wage Decisions:
www.wdol.gov

DOL Forms:
www.dol.gov/whd/programs/dbra/forms.htm

***Web addresses active as of January 2012**

Project Wage Rate Sheet	U.S. Department of Housing and Urban Development Office of Labor Relations	
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Project Name:	Wage Decision Number/Modification Number:
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Project Number:	Project County:
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Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Laborers Fringe Benefits		\$
				Group #	BHR	
Bricklayers			\$			\$
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	Operators Fringe Benefits:		\$
Plumbers			\$			\$
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Workers			\$			\$
Tapers			\$			\$
Tile Setters			\$	Truck Drivers Fringe Benefits:		\$
Other Classifications				Group #	BHR	Total Wage
			\$			
			\$			
			\$			

Additional Classifications (HUD Form 4230-A)

Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Date of HUD Submission to DOL	Date of DOL Approval
			\$		
			\$		
			\$		

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ (Contractor or Subcontractor) _____ on the _____ (Building or Work) _____; that during the payroll period commencing on the _____ day of _____, and ending the _____ day of _____

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor or Subcontractor) _____ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

U.S. Department of Housing and Urban Development
Office of Departmental Operations and Coordination
Washington, DC 20410

Email: www.OfficeofLaborRelations@hud.gov

**Labor Relations Desk Guide
LR01.DG**



SPECIAL CONDITIONS

SC.1 GENERAL

The provisions of this section of the Specifications shall govern in the event of any conflict between them and the "General Conditions".

SC.2 LOCATION OF PROJECT

This project is located in the City of Conway, Faulkner County, Arkansas. The work for this project involves the construction of a parking Lot along with approximately 314 feet of 15' wide Alleyway across Block 7, Burns Addition, between Hamilton Street and Factory Street approximately 170 feet north of the centerline of Spruce Street.

SC.3 SCOPE OF WORK

The work to be performed under this Contract consists of furnishing all materials, labor, supervision, tools and equipment necessary for the excavation, fill, placement of crushed stone base course and placement of concrete paving and related drainage improvements as shown on the plans. The work includes the earthwork, compaction of earthwork, removal of unsuitable subgrade material (undercut), crushed stone base course, concrete paving construction and related work for these project.

SC.4 TIME ALLOTTED FOR COMPLETION

The time allotted for completion of the work shall be sixty (60) consecutive calendar days, which time shall begin within ten (10) days of the work order or notice to proceed, or upon the date the Contractor moves on the side to begin the work, whichever is the earliest date. After award of the Contract is made and the Contract Documents are completed, the Project Manager shall issue a Work Order, notifying the Contractor to proceed with the construction of the project, subject to the provisions of this paragraph.

SC.5 FORMS, PLANS AND SPECIFICATIONS

Forms of Proposal, Contract and Bonds, and Plans and Specifications may be examined and obtained Mayor's Office at the Conway City Hall, 1201 Oak Street in Conway, Arkansas, and at the Conway City Hall at 1201 Oak Street, Conway, Arkansas 72032, at the cost of thirty five dollars per set (\$35.00). No refund will be made. Emailed copies can be provided at no charge, by making such request to scott.grummer@cityofconway.org

SC.6 LIQUIDATED DAMAGES FOR DELAY

The Contractor agrees that time is the essence of this Contract, and that for each day of delay beyond the number of calendar days herein agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for in General Conditions), the Owner may withhold, permanently, from the Contractor's total compensation, the sum of One Hundred Dollars (\$100.00) as stipulated damages for each day of such delay.

SC.7 KNOWLEDGE OF CONDITIONS

The Contractor states that he has examined all the available records and has made a field examination of the site and right-of-way and that he has informed himself about the character, quality and quantity of surface and subsurface materials and other conditions to be encountered; the quantities in various sections of the work; the character of equipment and facilities needed for the prosecution of the work; the location and suitability of all construction materials; the local labor conditions; and all other matters in connection with the work and services to be performed under this contract.

Any records of surface and subsurface conditions, water conditions, or other observations that have been made by the Engineer or the Owner have been done with reasonable care and accuracy and will be made available to the Contractor for his information. The Contractor acknowledges that there is no expressed or implied guarantee as to the accuracy or interpretation of the records, conditions and hazards involved and that he has not relied upon any representation of the Owner or Engineer.

SC.8 COORDINATION OF WORK WITH OTHERS

The contractor should be aware that a project is currently underway performing demolition, grading and storm drainage on the property adjacent to this project work area. It is likely that this work will continue to be underway during the work for this contract. The contractor shall plan and prosecute his work in a manner that will minimize interference with the current site contractor. Prior to commencement of work the contractor shall meet with the site contractor with each contractor sharing his work schedule with the other and agreeing to avoid conflicts that would delay the completion of work on either project. The coordination shall include each contractor performing his work in a manner that will avoid damage to the work completed by the other contractor.

The Contractor shall coordinate his work with the various utility companies serving this area. Utilities are located in close proximity to the work or within the work area and adjustments to utility line and service lines are anticipated. Prior to commencement of work the contractor shall contact Arkansas One Call for field location of all utilities. Anticipated utility conflicts and adjustment of utilities shall be coordinated with the appropriate utility company prior to commencement of construction.

SC.9 REFERENCE SPECIFICATIONS

Where reference is made in these Specifications to specifications complied by other agencies, organizations or departments, such reference is made for expediency and standardization, and such specifications (latest edition thereof) referred to are hereby made a part of these Specifications.

SC.10 LAYOUT OF THE WORK

The owner will establish and reference the centerline of the construction prior to commencement of work. The contractor will be provided a copy of the pertinent survey data. The contractor shall provide all the necessary construction layout work for proper control of the work. The work shall be performed by a competent surveyor experienced in construction layout work and being a Arkansas Registered Land Surveyor.

Finished grades for the project can be found on the grading plan of the Construction Documents.

SC.11 USED MATERIALS

No material which has been used by the Contractor for any temporary purpose whatever is to be incorporated in the permanent structure without written consent of the Engineer.

SC.12 MAINTENANCE OF TRAFFIC AND ACCESS TO PRIVATE DRIVES

Ingress and egress to residences shall be maintained at all times. With appropriate notification and approval by the engineer, the roadway may be temporarily closed for short periods of time. Temporary driveways and access roads shall be provided as necessary. Appropriate barricades, road closed signage and detour signs shall be provided by the contractor to route traffic thru the construction area.

SC.13 NOT USED

SC.14 BARRICADES, LIGHTS AND WATCHMEN

Where the work is carried on or adjacent to any street, alley or public place, the Contractor shall, at his own cost and expense, furnish and erect such barricades, fences, lights and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary.

Barricades shall be painted in a color that will be visible at night. From sunset to sunrise the Contractor shall furnish and maintain at least one light at each barricade and sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work.

The Contractor will be held responsible for all damage to the work due to failure to barricades, signs, lights, and watchmen to protect it, and whenever evidence is found of such damage the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his cost and expense. The Contractor's responsibility for the maintenance of barricades, signs and lights, and for providing watchmen, shall not cease until the project shall have been accepted by the Owner.

SC.15 FENCES AND DRAINAGE CHANNELS

Boundary fences or other improvements removed to permit the installation of the work shall be replaced in the same location and left in a condition as good or better than that in which they were found except as indicated on the Drawings.

Where surface drainage channels are disturbed or blocked during construction, they shall be restored to a grade that will provide for positive drainage after the work of construction is completed and prevent any ponding of water.

SC.16 NOT USED

SC.17 MATERIAL STORAGE

Materials delivered to the site of the work in advance of their use shall be stored so as to cause the least inconvenience and in a manner

satisfactory to the Engineer.

SC.18 EXISTING UTILITIES AND SERVICE LINES

The Contractor shall be responsible for the protection of all existing utilities or improvements crossed by or adjacent to his operations. The contractor shall be responsible for coordination of the adjustment of utility lines or service lines. The contractor shall meet with Conway Corporation, Center Point Energy (Arkla) Gas and Southwestern Bell Telephone Company after initial field marking of the utilities and layout of the construction work to identify required adjustments. The utilities are responsible for adjustment of their utilities to avoid conflicts with construction. The contractor is responsible for repair of damage to utilities or service lines existing prior to the job or after the required utility adjustment has been completed by the utility company. Where existing utilities or service lines are cut, broken or damaged, the Contractor shall be responsible for payment to the utility company for the utility companies replace or repair of utility lines damaged by the contractors work. The Arkansas One Call service and the Conway Corporation shall be called prior to excavation in an area.

SC.19 TESTING, INSPECTION AND CONTROL

Testing and control of all materials used in the work shall be done by an approved commercial laboratory employed and paid directly by the Owner, unless otherwise specified in the Technical Specifications. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Engineer.

SC.20 BOND

Coincident with the execution of the Contract, the Contractor shall furnish a good and sufficient surety bond in the full amount of the Contract sum, guaranteeing the faithful performance of all covenants, stipulations and agreements of the Contract, the payment of all bids and obligations arising from the execution of the Contract, which bills or obligations might or will in any manner become a claim against the Owner, and guaranteeing the work included in this Contract against faulty materials and/or poor workmanship for one (1) year after the date of completion of Contract.

All provisions of the bond shall be complete and in full accordance with Statutory requirements. The bond shall be executed with the proper sureties through a company licensed and qualified to operate in the state and approved by the Owner. The issuing agent's power of attorney shall be attached to the bond and the bond shall be signed by an agent resident in the state and date of bond shall be the date of execution of the Contract. If at any time during the continuance of the Contract the surety on the Contractor's bond becomes irresponsible the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contract may be suspended, all payments or money due the Contractor withheld.

SC.21 LIGHT AND POWER

The Contractor shall provide, at his own expense, temporary lighting and facilities required for the proper prosecution and inspection of the work.

SC.22 NOT USED

SC.23 LEGAL HOLIDAYS

January 1, Memorial Day, July 4, Labor Day, Thanksgiving and December 25 will be considered as being holidays; no other days will be so considered. No engineering observation will be furnished on legal holidays or Sundays, except in an emergency. The Contractor shall observe the legal holidays and Sundays, and no work shall be performed on these days except in an emergency. However, these days shall not be excluded from Contract time.

SC.24 PAY ITEM DESCRIPTION

The method of measurement and payment of the various pay items listed in the unit price schedule are described in the technical specifications. All items of work not specifically listed in the unit price schedule shall be considered subsidiary to the items of work listed in the unit price schedule. The contractor shall be responsible for including the cost of items not specifically listed in the various other items of the contract.

Included in the items considered subsidiary to the other items of the contract are compaction, maintenance of traffic, temporary driveways, fence relocation, fence remove and replace, removal of existing drainage pipes and removal of concrete driveways and concrete paving.

SC.25 SEQUENCE OF CONSTRUCTION

Sequence of all phases of work shall be such as to provide for the least possible inconvenience to the Owner and to the operation of this facility. Scheduling of work which would interfere with operation shall be coordinated with the Owner. Material and equipment received on the project prior to time of installation shall be stored at such locations designated by the Owner.

The successful Contractor shall furnish a proposed work schedule to the Engineer for review and approval as soon as possible after award of the Contract. This schedule shall show anticipated equipment delivery schedules and times of beginning and completing of the several work tasks.

SC.26 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

The "Standard Specifications" referenced in the Technical Specifications and other parts of these documents is the "Standard Specification for Highway Construction" as published by the Arkansas State Highway and Transportation Department, 2014 Edition.

The technical specifications of these documents makes reference to certain parts of these "Standard Specifications" and are considered to be included in and a part of these specifications. Each referenced part shall be considered to be a part of these Contract Documents as though copied and included herein in full. In case of a conflict between the "Standard Specifications" and these specifications, these specifications shall govern.

SECTION 01 89 13

SITE PREPARATION PERFORMANCE REQUIREMENTS

PART 1 - GENERAL

1. Description

- A. Site preparation includes the removal and disposal of all trees, structures, fences, pavements, and other items that are in the area which is to be excavated, filled, or within the area in which construction equipment must operate to properly perform the work. All work shall be in accordance with the details and information shown on the Plans or as directed by the Engineer and in accordance with these Specifications.
- B. The items of work included in this section and considered subsidiary to this item of contract payment are summarized as follows:
 - 1. Clearing and disposal of trees, brush, stumps, logs, and other vegetation in the construction area.
 - 2. Removal and disposal of existing pipe and drainage structures.
 - 3. Stripping of vegetation and topsoil from the work area.
 - 4. Removal and disposal of concrete paving and concrete driveways.
 - 5. Coordination of work with utility companies and property owners.
 - 6. Removal and disposal of existing asphalt pavement and Concrete Curb and Gutter.
 - 7. Layout of the work.
 - 8. Removal and replacement of fences.
 - 9. Clean up
 - 10. Cleaning and Grading of Outfall Drainage Ditch
- C. Related items of work, including maintenance of traffic, utility protection measures, Storm Water Pollution Prevention Requirements and other items relating to site preparation and clearing are included in these Technical Specifications and in the Special Conditions of these Specifications.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

1. Clearing and Cleaning Work Area

All trees, brush, rubble, structures and other items within the limits of the construction shall be removed and properly disposed of off the project area and in an area suitable for disposal of waste materials.

- A. All excess excavation shall be hauled from the site and properly disposed of.

2. Interim and Final Clean-UP

- A. The Contractor shall promptly remove and properly dispose of all trees, brush and other items removed during construction. All debris, trash and other objectionable material created by the construction activities shall be promptly removed and disposed of. Piles of dirt, debris, concrete, concrete block, asphalt or gravel shall be cleaned from the yard areas and adjoining right of way weekly.

- B. The entire project site shall be cleared of all construction debris prior to final payment to the contractor.

3. Disposal

- A. If conditions allow and proper permission is received from the city fire chief, the burning of perishable material will be allowed. The material burned shall be under the constant care of a competent watchman until the fire is extinguished. The burning, if allowed, shall be performed in a manner and under conditions that will not be harmful to surrounding vegetation or structures. The Contractor will be held responsible for any damage caused by the burning.

- B. All non-combustible material, debris, remains of burning of material or combustible material, if burning is not used or allowed, shall be disposed of at the area designated at the landfill suitable for this type material.

4. Drainage Maintenance

- A. The Contractor shall perform the work such that drainage ways are not blocked or the flow of storm water from or thru the project area is not restricted.

- B. The Contractor shall construct drainage swales as required to prevent ponding of water in the work area.

5. Maintenance of Traffic

- A. The contractor shall erect the necessary barricades and provide the signage as needed to keep traffic out of the construction area, and provide for uninterrupted flow of traffic around the work area. Open excavations, dropoffs along the edge of roadway shall be properly barricaded to minimize the potential for vehicles or pedestrians from harm.

- B. The street shall be maintained open when practical for local residents and service vehicles to access the private residences within the work area.

6. Coordination With Utility Companies

- A. The contractor shall coordinate the adjustment, protection and relocation of utilities with the Utility Companies serving the area. The Conway Corporation provides water, sanitary sewer, cable T.V., and electrical service to the area. Center Point Energy (Arkla) Gas provides natural gas service. Southwestern Bell Telephone Company provides telephone service. Adjustments to manholes, water valves, water and sewer service lines, fire hydrants, power poles and other water, sewer, electrical and cable T.V. facilities will be field adjusted by the Conway Corporation. Natural gas services and mains will be adjusted by Arkla Gas. Telephone service lines and cables will be adjusted by Southwestern Bell Telephone Company.
- B. After contacting Arkansas One Call to provide initial utility locations as described herein and completing construction layout of the proposed improvements, the contractor shall determine potential utility conflicts. The contractor shall request field meetings with the various utilities to determine the schedule and location for various utility adjustments. The contractor shall advise the utilities as to the depth and location of the various items of construction including estimated depth of undercut.
- C. The contractor will be responsible for protection of the utilities until the relocation is completed. The contractor shall pay the utility for cost incurred to repair a utility service line if the line is properly field located and the damage to the utility is due to his neglect or carelessness.

7. Maintenance of Cuts in Street

- A. Cuts across or in the street made in conjunction with storm drainage installation of other construction activity shall be maintained at all times to provide a smooth driving surface. A two inch thickness of asphalt shall be placed in the compacted cut to match the surface of the adjacent pavement.

8. Maintenance And Construction of Fences

- A. Fences along the construction area shall be maintained during construction. Temporary fences may be required in some instances to maintain the security of the industry's facilities. New fences as shown on the plans or designated in the field shall generally be constructed before the fence it is replacing is disturbed.

9. Layout of the Work

- A. From centerline and baseline set by the owner prior to the commencement of work the contractor shall provide all construction staking and layout. The requirements for the work are generally

covered in paragraph SC.10 of the Special Conditions and shall conform to paragraph 635.03 (b) of the Standard Specification for Highway Construction.

- B. The contractor shall submit field surveyed cross section data to the City Engineer prior to the setting of grades for the project. The Engineer may elect to revise the profile grade after review of the field data.

10. Coordination With Other Contractors

The contractor shall coordinate the work with a contractor currently working on this site. The contractors shall meet and develop an mutually agreeable work schedule as approved by the owner that will minimize conflicts of work and access as well avoid any project delays due to work conflicts.

11. Measurement and Payment

- A. Except as specifically provide for otherwise below, Site Preparation, along with the other items of work described in this section, will be measured as a lump sum item. Periodic measurement will be made in proportion to the estimated amount of work completed.
- B. Site preparation, acceptably completed and measured as provided, will be paid for at the contract unit price per lump sum for "Site Preparation," which price shall be full compensation for all labor, equipment, materials, tools, and incidentals required to complete the work as described herein.
- C. Maintenance of traffic; clearing and cleaning of outfall drainage ditch; maintenance, relocation or reconstruction of mail boxes, will not be measured for separate payment but shall be considered subsidiary to the other items of the contract.
- D. Construction layout will be measured as a lump sum item with an estimated percentage complete included on the monthly estimate as the work progresses. Construction layout acceptably completed will be paid for at the contract unit price per complete item for "Construction Layout", which price shall be full compensation for all materials, equipment, labor, tools and incidentals required to complete the work.
- E. Crushed stone placed as approved by the engineer for temporary maintenance of traffic and access will be measured by the ton. Measurement will be based on truck weight tickets from the plant or quarry. Crushed stone and asphalt for temporary maintenance of traffic acceptably completed and measured as provided above will be paid for at the contract unit price per ton for "Crushed Stone Base Course", which price shall be full compensation for all materials, labor, equipment, tools and incidentals required to complete the work.
- F. If prompt and regular clean up of the work area is not performed and

if proper maintenance of cuts across or in the street are not maintained, the owner will hire others to perform this work as needed and deduct the cost of this work from the amount due the contractor.

END OF SECTION

SECTION 01 90 03

EARTHWORK

PART 1 – GENERAL

1. DESCRIPTION

- A. This section covers all earthwork, excavation, grading and compaction necessary for the construction of Alleyway, parking area, curb and gutter, ditches and site work within the project area.
- B. This section covers the construction of embankment and the disposal of excavated materials unsuitable for use in fills or backfills.
- C. This section covers the compaction of the ground surface upon which embankment is to be constructed and the compaction of the embankment. It covers the preparation and compaction of subgrade upon which base, curb and gutter and sidewalk are to be constructed.
- D. All work shall be in accordance with lines and grades shown on the plans, or as established by the Engineer, and with these specifications.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

1. EXCAVATION

- A. All excavation shall be classed as Unclassified Excavation and shall include all excavation performed under this item regardless of the material encountered. Removal of existing pavement, and other existing improvements, is covered in SECTION 01 89 13 SITE PREPARATION.

- B. Excavation shall include the removal and satisfactory disposal of all material within the normal or widened limits of the typical section in excavation. It shall include such shaping and sloping as is necessary for the construction, preparation and completion of all embankments and subgrades to the required alignment, grade and typical cross sections shown on the plans, or as directed by the Engineer.
- C. All excess excavation material not required to construct the street embankment shall be hauled from the site and disposed of by the contractor.

2. OVER-EXCAVATION

- A. Where excavation is carried below or beyond that required, the space shall be filled to grade with suitable material and thoroughly compacted to the subgrade density in lifts not exceeding 8 inches in thickness.

3. USE

- A. Suitable excavation shall be used for the forming of embankment and, where needed, for backfilling.
- B. Embankment and backfills will not be measured for separate payment, but shall be considered subsidiary work pertaining to the several items of the Contract.
- C. Excavation unsuitable for use shall be disposed of by the Contractor offsite.

4. EMBANKMENT

- A. Embankment shall be constructed in accordance with applicable parts of Section 210.09 Embankment Construction, Standard Specifications.
- B. Compaction shall be in accordance with the provisions of the following subsection 3-06.

- C. Embankment material may be suitable material as described in the following subsection 3-07.

5. COMPACTION OF EARTHWORK

- A. Compaction shall be in accordance with applicable parts of Section 210.10 Special Compaction of Earthwork, Standard Specifications and Supplemental Specifications, except as herein modified.
- B. All compaction, except for sidewalk, shall be to a density not less than ninety five (95) percent of the maximum density, at optimum obtained in the laboratory. Samples of laboratory tests and field determination will be taken by the Engineer and at the expense of the Owner, except that the Contractor shall assist the Engineer in the making of field determinations.
- C. The moisturedensity relation of the material shall be determined in the laboratory in accordance with AASHTO Designation T99, using material passing a threefourth (3/4) inch sieve. The field determination of material in place shall be in accordance with AASHTO Designation T191.
- D. The Contractor will not be required to furnish a field laboratory.
- E. Compaction for sidewalks shall be to a density of not less than ninety (90) percent of the maximum density.
- F. Attention is called to the fact that Special Compaction of Earthwork is not included in the Proposal Schedule and will not be paid for directly.

6. EMBANKMENT MATERIAL

- A. Embankment material and/or borrow material required

to replace undercut areas shall consist of a satisfactory soil, or a mixture of soil and stone or gravel, or other acceptable material, free from sod, stumps, logs, roots or other perishable or deleterious matter, and shall be capable of forming a stable embankment when compacted. The material shall have a maximum PI of 15 and generally be consider a sandy clay with maximum side of large rocks of 6". The embankment material shall be approved by the engineer prior to be utilized on this project.

- B. Embankment material shall be used in the filling of areas undercut to remove unsuitable subgrade, holes created by the removal of structure, trees or pipes, the forming of embankments and the making of backfills, when a sufficient amount of suitable material, from excavation and structural excavation is not available. In general, embankment material is not to be used until suitable materials from excavation and structural excavation have been exhausted. In any event, the Contractor shall be responsible for the premature introduction of embankment material. In case such introduction causes a waste in excavation or structural excavation, the volume of such waste shall be deducted from the measurement of embankment materials. Embankment material shall be placed in maximum uncompacted lift thicknesses of 8" and each lift compacted in accordance with paragraph 3-05 above.

7. SUBGRADE PREPARATION

- A. The subgrade for the base course shall consist of shaping and compacting and otherwise preparing the roadbed. The subgrade shall be prepared in accordance with Section 212 - SUBGRADE of the standard specifications. Scarifying to a depth of 8" and compaction at optimum moisture content to 95% maximum density as described in paragraph 3-06 above. Equipment specifically designed for earthwork compaction shall be utilized (sheep foot roller or other equipment as approved by the

engineer).

8. REMOVAL OF UNSUITABLE SUBGRADE MATERIAL

- A. The Contractor shall remove material deemed as unsatisfactory for subgrade at the locations and within the limits defined by the Engineer. The unsuitable material shall be properly disposed of by the Contractor.
- B. Select subgrade material as described in paragraph 3.06 above shall be obtained for replacing the unsuitable material. The material must be approved by the Engineer before it can be used as select subgrade material.

9. FINISHED SURFACE PREPARATION ADJACENT TO WORK AREA

- A. The earthen area disturbed by construction behind the curb shall be filled to final grade with 4 to 6 inches of topsoil material stripped from the site at the beginning of the project. The final 4" to 6" surface layer shall be free of concrete, crushed stone, asphalt, gravel, rocks, tree roots or limbs or items other than soil material or decaying vegetation.
- B. The area shall be graded and shaped to provide a smooth mowable surface free of humps, ruts or depressions, suitable for mowing with a hand pushed lawn mower. The area shall be shaped and graded to transition the surface to match the adjacent top of curb, driveway, walks, drainage structures. The surface shall be seeded or sodded as directed by the engineer. The area shall be shaped and graded to drain properly with no ponding of water on the area or adjacent to the finished seeded or sodded area. Drainage swales shall be constructed as required to route surface water for the yard area or adjacent Right of way into openings in storm drainage structures or other outlet areas for the water.
- C. The proper finishing of the final surface along the limits of the project is considered,

by the owner, as a very important part of this project. Funds will be retained until the finished area along the streets has been properly completed.

10. EQUIPMENT REQUIREMENTS

- A. The contractor shall have an appropriate size motor patrol the shape and fine grade the subgrade. A water truck and appropriate size sheeps foot roller will be required to compact the earthwork.

11. MEASUREMENT AND PAYMENT

- A. Unclassified Excavation or excavation to plan street grades shown on the plan has been estimated from original cross sections taken. This will be the quantity used for final payment subject to any adjustments made in the elevation or typical section during the construction of the project. Embankment Material or fill required to achieve the subgrade elevation shown on the plans will not be measured for separate payment but shall be considered subsidiary to the other items of the contract
- B. Earthwork, as specified in this section, will be paid for at the contract unit price bid per cubic yard for "Unclassified Excavation" which price shall be full compensation for all excavation, including blasting and or ripping if required; for stripping; for compaction and preparation of embankment; excavation of material, loading, hauling and for all equipment, tools, labor and incidentals necessary to complete the work.
- C. Undercut or removal of unsuitable subgrade material will be field measured by taking cross sections of the area that is designated for undercut. The undercut will be measured by the cubic yard. Measurement will be made from the plan subgrade elevation or existing ground, whichever is the lower, to the lower limits of the undercut. Excavation above the subgrade elevation will is

measured as unclassified excavation as described above. Embankment or borrow material required to replace the undercut subgrade material will not be measured for separate payment but shall be considered subsidiary to the undercut and included in the unit price for undercut and backfill.

- D. Payment for undercut and backfill acceptably completed and measured as provided above will be made at the contract unit price for "Undercut and Select Backfill" which price shall be full compensation for all labor, equipment, material (including hauled in select backfill material), tools and incidentals required to complete the work.
- E. Compaction of earthwork will not be measured for separate payment, but will be considered subsidiary to the several items of the contract.
- F. Stripping and stockpiling topsoil, placement of topsoil over earthen area behind curb, shaping and grading area behind curb will not be measured for separate payment but shall be considered subsidiary to the other items of the contract.

END OF SECTION

SECTION 02 00 02
CRUSHED STONE BASE COURSE

PART 1 - General

101. Description:

 This section covers all work in connection with the construction of crushed stone base course.

102. Standard Specifications:

 Materials and work for crushed stone base course shall be Class 7 Aggregate Base Course in accordance with SECTION 303 AGGREGATE BASE COURSE, Standard Specifications unless modified or augmented herein.

PART 2 - Materials

201. Aggregate Base Course material shall conform to Section 303 Arkansas Highway and Transportation Department Standard specifications for Class 7, Aggregate Base Course. As required in Section 303, the material furnished shall have a percent of wear by the Los Angeles Test not greater than 45 as determined by AASHTO T-96. A current (within 12 months of bid date) Los Angeles Abrasion test and gradation report shall be provided to the city (prior to consideration of the material for award of this contract) for a representative sample of the material from each quarry that is to be used to supply the material for this project.

 The test and gradation shall be performed on a representative sample obtained by an independent construction material testing laboratory with the test performed by an independent construction material testing laboratory in accordance with AHTD Specifications. The percent shale, slate and other objectionable deleterious or injurious material shall not exceed 5% by weight. The crushed stone base course gradation shall not be less than that specified in Section 303 AHTD Standard Specification after the material has been graded, shaped and compacted in place. Material not meeting the gradation requirements after compaction shall be replaced by the supplier. If failures occur in the finished pavement due to the material not conforming to these specifications, the supplier of the crushed stone base course material shall be responsible for replacement or stabilization of the base course along with replacement of asphalt

surface course removed to correct the base course problem.

In addition, the crushed stone base course material shall have a minimum California Bearing Ratio (CBR) of 70. A current (within 12 months of bid date) CBR value shall be provided to the city (prior to consideration of the material for award of this bid) for a representative sample of the material from each quarry that is to be used to supply the material for this bid. The CBR value shall be on a representative sample obtained by an independent construction material testing laboratory with the test performed by an independent construction material testing laboratory in accordance with AASHTO T-193. The City may perform additional CBR evaluation throughout the year. Material failing to conform to the minimum CBR shall be replaced by the supplier with appropriate material or if allowed by the city, the material price may be reduced to reflect the lower support value of the material using a ratio of the equivalent structural coefficient for the material as provided in the ASHTO pavement design method. The base structural coefficient shall be 0.14 per 1" crushed stone base thickness.

PART 3 - CONSTRUCTION

3-01 PLACING AND COMPACTION:

The contractor shall place and compact the crushed stone base course in accordance with SECTION 303 AGGREGATE BASE COURSE, Standard Specifications unless modified or augmented herein.

Material. The contractor shall have an appropriate size motor grader, steel drum roller and water truck to properly perform the work. The contractor shall place the material using a method that assures minimum thickness as shown on the plans is achieved. A minimum compacted density of 95% modified proctor density shall be obtained.

302. Maintenance:

The Contractor shall maintain the base course until, and during the construction of the asphaltic concrete wearing course. He shall repair any defects which may develop, and at his own expense.

304. Measurement and Payment:

(a) Crushed stone base course will be measured by the

ton of two thousand (2,000) pounds, as determined by weighing on accurate, approved scales as described in Paragraph 109.01(f), Standard Specifications. Each truck shall bear a plainly legible identification number and, upon being weighed, shall be given two (2) copies of a delivery ticket which shall have on it the number of the truck, time of departure, truck weight, combined weight, and project name. The Engineer shall receive a copy of each delivery ticket for the computation of pay quantities.

(b) Crushed stone base course, acceptably completed and measured as provided above, will be paid for at the contract unit price per ton for "Crushed Stone Base Course", which price shall be full compensation for furnishing the material; for hauling, placing, spreading and compacting; and for all equipment, tools, labor and incidentals necessary to complete the work.

END OF SECTION

SECTION 02 00 08
SOLID SOD

PART 1 - GENERAL

1-01 DESCRIPTION

- A. This section covers all work in connection with the placement of seeding and mulch cover at locations shown on the plans or designated by the engineer. The work includes the placement of topsoil and sod along the perimeter of the concrete work as directed by the engineer. The work shall be in accordance with the details shown on the plans and with these specifications.
- B. In general a 6 foot wide strip of sod shall be established around the perimeter of the concrete paving area.

1-02 STANDARD SPECIFICATIONS

The seeding material and work covered by this section shall be in accordance with SECTION 620 - SEEDING, standard specifications and SECTION 624 - SOLID SODDING, standard specifications except as augmented herein.

PART 2 - MATERIAL

2-01 The sod shall be thriving Bermuda grass sod obtained from a commercial sod farm as approved by the engineer.

PART 3 - CONSTRUCTION

3-01 CONSTRUCTION METHODS

A. Solid Sodding shall be placed at locations designated by the engineer, generally between the sidewalk and curb in area of developed and maintained lawns. The material and installation requirements for the solid sodding shall conform to Section 624 SOLID SODDING, standard specifications for highway construction.

- B. Prior to placement of solid sod a layer of top soil shall be spread uniformly over the area having a minimum thickness of 4". The top soil shall be obtained from the site stripping shall be utilized to fill the top soil requirement until that material is exhausted.

A. Solid Sodding installed at the locations designated by the engineer and acceptably completed will be measured by the square yard of thriving vegetation established by the sodding.

B. Solid Sodding acceptably completed and measured as provided above will be paid for at the contract unit price per acre for "Solid Sod", which price shall be full compensation for all material including topsoil, seed, fertilizer, mulch, and water; all labor, equipment, tools and incidentals required to complete the work.

C. Separate payment will not be made for water, mulch cover fertilizer or lime but shall be considered subsidiary to the other items of the contract.

SECTION 03 00 00

CONCRETE

PART 1 – GENERAL

1. DESCRIPTION

- A. This section covers concrete and reinforcing steel for the construction of concrete structures, inlets, curb and gutter, concrete driveways, concrete paving, headwalls and box culvert widening, and other miscellaneous concrete structures shown on the Plans or called for in the Specifications.
- B. Additional requirements are as specified in the section of the Specifications covering the several items involved with concrete and with reinforcing steel.
- C. All work shall be in accordance with details shown on the Plans and with these Specifications.

2. STANDARD SPECIFICATIONS

- A. Concrete and reinforcing steel construction as described above shall be accomplished in accordance with the applicable portions of SECTION 802 CONCRETE FOR STRUCTURES, SECTION 804 REINFORCING STEEL FOR STRUCTURES, Standard Specifications except as modified or augmented herein.

PART 2 – PRODUCTS

1. MATERIALS

- A. Cement
 - 1. Cement shall be Portland cement conforming to AASHO Designation M 85, Type I. If approved by the Engineer, Type III, high early strength Portland cement, of that designation may be used.
 - 2. If concrete is mixed on the site, cement shall be delivered in plainly marked paper sacks of not less than 94 pounds net weight.
- B. Fine Aggregate
 - 1. Fine aggregate shall be clean sand, coarse grained, sharp, and free from clay, loam, vegetable matter or other foreign substances. It shall be washed and screened for reasonably uniform gradation within limits as follows:

<u>Size Square Opening Sieve</u>	<u>Percentage by Weight Passing</u>
3/8"	100
No. 4	95100
No. 8	7095
No. 16	4580
No. 30	2060

No. 50	530
No. 100	0 5

C. Coarse Aggregate

1. Coarse aggregate shall consist of crushed stone. It shall consist of clean, hard, tough, durable particles free from shale, dirt, lignite or other impurities. It shall be washed and screened for reasonably uniform gradation within limits as follows:

<u>Size Square Opening Screen</u>	<u>Percentage by Weight Passing</u>
1 1/2"	100
3/4"	3575
3/8"	1030
No. 4	0 5

2. When tested in accordance with AASHO Designation T 96, coarse aggregate shall have a percentage of wear not more than 40.

D. Water

1. Water used in mixing concrete and mortar shall be free from injurious amounts of acids, alkalis, oil, sewage and vegetable matter. It shall be fit for drinking.

E. Reinforcing Steel

1. Bar reinforcement shall conform to ASTM Designation A 615 up to and including No. 18 sizes. All bars shall be of deformed type conforming to current specifications of AASHO Designation M 137. All reinforcing steel shall be Grade 60.
2. Mesh reinforcement for concrete shall be cold drawn steel wire for concrete reinforcement conforming to ASTM Designation A 82.

F. Joint Materials

1. Premolded expansion joint filler strips shall be onehalf (1/2) inch in thickness, of the size and shape shown on the plans or as required, and shall conform to the requirements of AASHO Designation M 33.
2. Joint compound, pouring type, shall be delivered to the project in the manufacturer's sealed containers. It shall conform to the requirements of AASHO Designation M 173.
3. Roofing felt shall conform to subparagraph 802.2 (d) Roofing, SECTION 802, CONCRETE FOR STRUCTURES, Standard Specifications.

2. COMPOSITION AND STRENGTH OF CONCRETE

- A. Concrete shall be composed of Portland cement, fine and coarse aggregates, and water proportioned in keeping with the following:

- | | |
|---|----|
| 1. Minimum sacks of cement per cubic yard | 6 |
| 2. Consistency range in slump, inches | 24 |

- B. Proportioning of concrete shall be by weight except that water may be measured by volume.

1. A 1 cubic foot sack of Portland cement will be considered as 94 pounds in weight.

2. A gallon of water will be considered as weighing 8.33 pounds.
- C. Concrete made with ordinary Portland cement shall have a minimum compressive strength at 28 days of 3,000 pounds per square inch; if made with high early strength cement, that strength shall be attained at the age of 7 days.

3. REINFORCING STEEL

- A. Steel reinforcement shall be free from rust, scale, and from mortar, dirt or other objectionable coatings. It shall be placed accurately in accordance with details shown on the plans and properly secured in position.
- B. Bar reinforcement shall be bent cold.
 1. Where bars are used in concrete which will remain in contact with earth surfaces, the bars shall be supported in position by framing, and by wire as needed, in such manner that the supports shall not remain as protrusions through the surface of the concrete; wires shall be cut off and pushed down into the concrete before the concrete has had initial set.
 2. Where concrete is poured on horizontal forms, bars shall be supported by metal chairs.
- C. Splices
 1. Bar reinforcement shall be spliced where shown on the plans. Unless otherwise shown on the plans, the lap at each splice shall be 32 times the bar diameter.

PART 3 - EXECUTION

3.1. MIXING

- A. Readymixed Concrete
 1. Readymixed concrete may be used at the option of the Contractor if acceptable concrete is delivered. Readymixed concrete shall conform to ASTM Designation C 94 and to applicable portions of these specifications for onsite mixing. The concrete shall be delivered and placed within one (1) hour after all materials, including mixing water, shall have been placed in the mixing drum.
 2. The Contractor shall obtain from the supplier of the readymixed concrete the supplier's agreement to inspection by the Engineer, to the full extent deemed necessary by the Engineer.
 3. Water may be added at the job site only with specific approval of the Engineer.
- B. Critical Temperatures
 1. Concrete shall not be mixed and placed when the descending temperature is less than 40°F., or a rising temperature is less than 35°F. Temperatures shall be taken in the forms or other points of concrete placement. Concrete shall not be placed when there is frost or ice on forms. In the mixing of concrete, particles of frozen aggregate shall not be used.
 2. If the Contractor desires to overcome the restrictions of

subparagraph (1) next above, with respect to the stated temperatures, he shall provide heating equipment adequate to maintain a temperature surrounding the concrete of not less than 40°F for a 7 day period. The Contractor shall be responsible for any defective work, and shall replace such work at his own expense.

3.2. FORMS

- A. Forms shall be constructed to the shape, form, lines and grade required, and shall be maintained sufficiently rigid to prevent deformation or displacement under load.
- B. Forms may be constructed of any material having sufficient strength which will permit a surface of satisfactory finish. They must be sufficiently tight to prevent the escape of mortar in appreciable quantity. Forms shall be clean, and oiled with form oil before concrete is placed. Care shall be exercised to avoid any coating of the reinforcing steel with form oil.
- C. Forms shall be set true to the required grade and alignment, and shall be supported rigidly during the entire operation of placing and finishing of concrete. The alignment and grade of all forms set shall be approved before and immediately prior to the placing of any concrete against them.
- D. Forms for the tops of inlets and junction boxes shall be placed after the inside wall form are removed, or the wall form shall be cut so as to permit the flow of water while the top form is in place. The top form shall be supported in such manner as not to impede the flow of water while forms are still in place.
- E. All form removal shall be accomplished in such manner as to avoid injury to the concrete. Except as otherwise specifically authorized by the Engineer, forms for the concrete items listed below shall not be removed prior to the expiration of periods of time as follows:
 - 1. Sidewalks, Curbs, Curb and Gutter, Headwalls 24 hours
 - 2. Inside Walls for Inlets and Junction Boxes 24 hours
 - 3. Outside Walls for Inlets and Junction Boxes 36 hours
 - 4. Any Loadbearing Form 14 days
- F. The Contractor shall be responsible for damage caused by premature removal of forms.

3.3. JOINTS

- A. Joints shall be formed in the positions, and according to the details shown on the plans. Concrete shall be monolithic from neat lines to joints and from joint to joint.
- B. Construction joints not specifically shown on the plans are to be avoided, but if made shall be as approved by the Engineer, and shall be made and located so as to minimize impairment of the strength of the structure. Where any construction joint is to be made, the surface of the concrete in place shall be roughened and cleaned

thoroughly and all laitance, loose aggregate, and foreign matter removed. Forms shall be tightened as needed. Joints shall be wetted thoroughly immediately before placing the new concrete. Excess water shall be drained from the surface of the joint before the new concrete is placed.

3.4. PREPARATION FOR PLACING CONCRETE

- A. Excavations for foundations shall be prepared in accordance with the applicable portions of SECTION 31 23 16 UNCLASSIFIED EXCAVATION. Water shall be removed from excavations before concrete is deposited, and all loose particles and debris removed therefrom. The bottom of excavations shall be moistened, but not made muddy, before the concrete is deposited.
- B. The interior of forms shall be cleaned of all sawdust, chips, other construction debris, and all foreign matter.
- C. Steel reinforcement will be inspected and shall be approved prior to the placement of concrete. Runways for buggies or wheelbarrows shall not be supported on the reinforcement.

3.5. PLACING CONCRETE

- A. General
 - 1. Concrete shall be placed only upon firm surfaces that are free from frost, ice, mud, and other detrimental substances.
 - 2. Concrete shall be placed in such a manner as to avoid segregation, and to avoid displacement of reinforcement. Concrete shall be deposited as closely as feasible to its final position. Concrete shall not be dropped freely for distances greater than those specified as follows:
 - a. Sidewalks, Curb, Curb and Gutter 2 feet
 - b. Retaining Wall Footings 3 feet
 - c. Retaining Walls, and bottoms and walls of Inlets and Junction Boxes 5 feet
 - d. Tops of Inlets and Junction Boxes 5 feet
 - e. Headwalls 5 feet
 - 3. Concrete shall be placed to the lines, grade and sections shown on the plans or as directed by the Engineer. Care shall be exercised in the placing of concrete that the forms are not displaced. Honeycomb shall be prevented by proper manipulation and compaction of the concrete.
- B. Curb, and Curb and Gutter
 - 1. Vibrating of the concrete will not be required if other methods of manipulation obtain acceptable results.
 - 2. Curb and gutter shall be shaped without the use of mortar or additional cement. When the concrete has hardened sufficiently, the exposed edges of the curb and gutter shall be edged with an edging tool having a radius of approximately oneeighth (1/8) inch.
- C. Sidewalks

1. Concrete shall be spaded carefully, particularly along the edges to avoid the occurrence of honeycomb and in such manner as to avoid the introduction of dirt into the concrete. A vibrator shall not be used.
2. Sidewalk shall be onecourse construction with mortar topping. The exposed edges of the sidewalk shall be edged with an edging tool having a radius of approximately one eighth (1/8) inch.
3. The sidewalk shall be stuck off with a screed or straight edge to true grade. All scum, debris, and excess water shall be worked off the surface.
4. Concrete shall be placed to the thickness of the structural element being poured, but in no case in layers over 18 inches deep. Each layer shall be compacted by mechanical internalvibrating equipment, supplemented by such hand spading, rodding and tamping as the Engineer may direct. Vibrators shall not be used to transport concrete inside forms over distances so great as to cause segregation.
5. The use of form vibrators is not acceptable. Internal vibrators shall be capable of transmitting vibration to the concrete at frequencies not less than 4,500 impulses per minute. Duration of vibration shall be limited to the time necessary to produce satisfactory consolidation without causing objectionable segregation. The vibrator shall not be inserted into lower courses previously vibrated. Vibrators shall be applied in a substantially vertical position, and at uniformly spaced points nor further apart than the visible effectiveness of the vibrator.
6. For the last lift of any structural element, the concrete shall be struck off with a screed or straight edge to true grade. All scum, debris, and excess water shall be worked off the surface and the surface shall be finished in accordance with paragraph 1011 and 1012.

3.6. FINISHING

- A. Curb, and Curb and Gutter
 1. Gutters to remain exposed in the completed work and top of curb shall be given a steel trowel finish, followed by a light brushing.
 2. If face form is used, the battered face of curbs shall be given a carborundum stone finish as specified below for exposed surfaces. If a face form is not used, finish shall be as specified in (1) next above.
- B. Sidewalk shall be given a steel trowel finish and shall be lightly broomed or brushed to produce a uniform surface of slightly roughened texture.
- C. All other surfaces which will remain exposed in the completed work shall be wetted thoroughly and rubbed with a mediumgrit carborundum stone, followed by a second rubbing with a finegrit carborundum stone, to obtain an entire surface of smooth texture and uniformity in color. A cement wash to plaster coat shall not be used.
- D. All concrete shall be finished in accordance with stipulations as

follows:

1. General
 - a. Defective concrete, whether exposed or unexposed, shall be repaired or replaced as directed by the Engineer.
2. Formed surfaces
 - a. All form tie rods shall be removed, and all tie wires shall be cut back 1/4 inch. The resulting holes and depressions shall be pointed with mortar.
3. Unformed surfaces
 - a. Surfaces not to remain exposed in the completed work need have no further finish if carefully struck off as required in paragraph 1010.

3.7. CURING

- A. Immediately after placing or finishing, concrete surfaces shall be protected against moisture loss. Where formed surfaces are cured in the forms, the forms shall be kept wet. If the forms are removed before the end of the curing period, curing shall be continued for the remainder of the period using suitable means.
- B. All concrete, other than retaining wall, headwall footings, and bottom slabs of inlets and junction boxes shall be cured for a period of at least five (5) days.
- C. Curing shall be accomplished by one of the methods, or combination of methods, described as follows:
 1. The surface shall be covered with burlap, cotton mats or other suitable fabric kept in intimate contact with the surface, or with sand which shall be kept continuously wet.
 2. The entire surface shall be covered with a white pigmented curing compound, applied in a twocoat, continuous operation. Application shall be not less than 1 gallon for 150 square feet of surface for each coat. The compound shall conform to the requirements of AASHO Designation M 148.

3.8. METHOD OF MEASUREMENT

- A. Concrete and reinforcing steel will not be measured for separate payment but shall be considered subsidiary to the other items of the Contract.

END OF SECTION

SECTION 03 00 05
CONCRETE CURB AND GUTTER

PART 1 GENERAL

101. Description:

 This section shall consist of the construction of concrete curb and gutter at the locations shown on the plans or as directed by the Engineer.

102. Standard Specifications:

 Materials and work for concrete curb and concrete gutter shall be in accordance with SECTION 616 CURING, Standard Specifications, except as modified by SECTION 03 00 00 CONCRETE of these specifications and except as modified or augmented in this section of the specifications.

PART 2 - MATERIALS

 2-01 Concrete shall conform to the requirements of Section 03 00 01 - Concrete of these specifications.

203. Tests:

 Tests shall be in accordance with paragraph 118, SAMPLES, CERTIFICATES AND TESTS, GENERAL CONDITIONS, PART I and SECTION 03 00 00 of these specifications.

PART 3 - CONSTRUCTION

301. Forms:

 Article 616.03(b) shall be augmented as follows:

 (1) Forms for curb and gutter on tangent shall be steel forms, taking into consideration standard lengths of such forms.

 (2) Forms in curved sections may be substantially built wood forms.

 (3) The Engineer shall approve all forms before they

are used on the job and shall inspect them periodically. When forms appear to be unsatisfactory in any way, either before forms are used, during forming operations, or during the placing of concrete, the Engineer shall order the work stopped until the defects have been corrected or the defective forms are replaced by satisfactory ones.

302. Placing and Finishing:

That part of Article 616.03(b)(2) which relates to placing and finishing shall be replaced by the following requirements:

(a) Concrete shall be dry enough to permit early removal of face forms, if used, for the curb section; it shall not be so dry but what adequate tamping and spading will insure adequate compaction and surfaces free from honeycomb. The subgrade shall be wetted before placing the concrete.

(2) The surface shall be shaped to the required section, finished with a steel trowel, and lightly brushed to produce a uniform surface of slightly roughened texture. The exposed edge of the gutter at the front form and the exposed edge of the curb at the back form, shall be edged with an edging tool having a radius of approximately oneeighth (1/8) inch.

(3) As the Contractor may elect, shaping may be done by a steel screed, shaped to exact curb and gutter section, riding upon the tops of front metal templets. The Contractor shall be responsible for construction within the tolerances allowed by this section. The shaping operation shall be repeated as often as necessary to attain the required results.

(4) If templets are used to control shape, they shall be of metal securely fastened in position at intervals not exceeding ten (10) feet. Templets shall be normal to the grade of the gutter and to the center line of roadway.

303. Joints:

Article 616.03(e), Joints, for concrete curb and gutter shall be deleted in its entirety, and substituted therefor shall be the following:

(1) Premolded expansion joint material shall be placed between curb and any concrete construction that otherwise would abut upon it. Joint material shall be onehalf (1/2) inch thick, with a width sufficient to obtain complete separation.

(2) Expansion joints of onehalf (1/2) inch premolded material shall be constructed at the ends of curb and gutter, at the points of curvature of returns to streets and driveways. Intermediate joints shall be constructed so that the maximum distance between joints is sixty (60) feet. The joint material shall extend entirely through the curb and gutter, and, before the joint can be considered completed, must be trimmed to curb and gutter section. Joints shall be normal to the grade of gutter and the center line of the roadway. Contraction joints shall be placed at ten (10) foot intervals between expansion joints, and otherwise shall conform to the paragraph dealing with contraction joints in SECTION 501, Standard Specifications.

(3) Premolded joint material shall be of the nonextruding type, and shall conform to AASHO Designation M 33.

(4) All joints shall be sealed with material meeting the requirements of SECTION 501 PORTLAND CEMENT CONCRETE PAVEMENT, Paragraph 501.03(g), Standard Specifications.

304. Placement:

Concrete curb and concrete curb and gutter shall be onecourse, monolithic, between expansion joints.

305. Method of Measurement:

Work required by this section shall be measured by the linear foot. Each continuous section of the concrete curb and concrete curb and gutter constructed, will be measured along the back edge of the curb; measurements shall include the space occupied by all joints. Measurements shall include distances across driveways. The quantity on the estimate will be the sum of the several measurements, to the nearest 0.1 linear foot.

306. Basis of Payment:

Work acceptably completed and measured as provided

above will be paid for at the Contract unit prices per linear foot bid for "Concrete Curb" or for "Concrete Curb and Gutter," as the case may be, which prices shall be full compensation for furnishing all materials, including joint material, and for all reinforcing steel; for all excavation, fine grading, and backfilling; for placing, finishing and curing; and for all equipment, tools, labor and incidentals necessary to complete the work.

SECTION 03 00 07
CONCRETE PAVING

PART 1 - GENERAL

101. Description:

This section shall consist of the construction of concrete pavements as shown on the plans or as directed by the Engineer.

102. Standard Specifications:

Materials and work for concrete islands shall be in accordance with SECTION 501 - PORTLAND CEMENT CONCRETE PAVEMENT, Standard Specifications, except as modified by SECTION 03 00 00 CONCRETE of these specifications and except as modified or augmented in this section of the specifications.

103. Tests:

Tests shall be in accordance with paragraph 118, SAMPLES, CERTIFICATES AND TESTS, GENERAL CONDITIONS, PART I and SECTION 03 00 00 - CONCRETE of these specifications.

Part 2 - PRODUCTS

2-01 Concrete

Concrete shall conform to the requirements of Section 03 00 00 CONCRETE of these specifications.

2-02 Sealant and Joint Material

A. Premolded expansion joint material shall be of the nonextruding type, and shall conform to AASHO Designation M 33.

B. Joints sealant material shall meet the requirements of SECTION 501 PORTLAND CEMENT CONCRETE PAVEMENT, Paragraph 501.03(g), Standard Specifications. The material shall be submitted to the owner for approval prior to purchasing the material.

2-03 Wheel Stops

The wheel stops shown in the parking space shown on the plans shall be commercial precast concrete wheel stops 6' feet

long x 6" wide x 4" height. The wheel stops shall be securely attached to the concrete pavement such that they cannot be moved or displaced when impacted by a vehicle wheel. The method of attachment shall be approved by the engineer. The wheel stops shall be submitted to the owner for approval prior to purchase.

2-04 Pavement Markings

Pavement markings shall be 4" wide Yellow for the parking line and blue for the handicap markings. The paint shall conform to the requirements of SECTION 718 of the Standard Specifications for Highway Construction.

PART 3- CONSTRUCTION

301. Placing and Finishing:

(a) The surface shall be shaped to the required section, finished with a broomed surface as described above to produce a uniform surface of slightly roughened texture.

(b) If templets are used to control shape, they shall be of metal securely fastened in position at intervals not exceeding ten (10) feet. Templets shall be normal to the grade of the gutter and to the center line of roadway.

3-02. Joints:

- (1) Premolded expansion joint material shall be placed at locations shown on the plans and between concrete curb or paving and other concrete structures. Joint material shall be onehalf (1/2) inch thick, with a width sufficient to obtain complete separation.
- (2) Contraction Joints shall be placed in the general pattern as shown on the plans. The contraction joints shall be saw cut to a minimum depth of 1-1/2". The joints shall be saw cut as soon as the concrete has obtained its initial set and can support the saw equipment and personnel. The joint cutting shall not be postponed overnight due to personnel scheduling or other similar

reasons. Delayed sawing of joints will result in unacceptable cracking of the concrete at locations other than the joint.

- (3) The contraction joints shall be thoroughly cleaned (using air jet) and completely filled with joint sealant.
- (4) Premolded joint material shall be of the nonextruding type, and shall conform to AASHO Designation M 33.
- (5) All joints shall be sealed with material meeting the requirements of SECTION 501 PORTLAND CEMENT CONCRETE PAVEMENT, Paragraph 501.03(g), Standard Specifications.

303. Placement:

The concrete paving shall be onecourse, full width, monolithic, pour between construction joints or expansion joints.

3-04 PAVEMENT MARKING AND WHEEL STOPS

The Wheel Stops and Pavement Markings shall be placed on the completed concrete paving near the end of the project work. The work shall be in accordance with customary methods and procedures. The pavement markings shall conform to SECTION 718 of the standard specifications for Highway Construction.

305. Method of Measurement:

Concrete Paving acceptably completed will be measured by the square yard. Separate measurement will be made for the curb and gutter at the island and along the street.

306. Basis of Payment:

Work acceptably completed and measured as provided above will be paid for at the Contract unit prices per square yard bid for "Concrete Paving", which prices shall be full compensation for furnishing all materials, including joint material, and for all reinforcing steel; for all excavation, fine grading, and backfilling; for placing, finishing and curing; and for all equipment, tools, labor and incidentals necessary to complete the

work.

Separate payment will not be made for the wheel stops or pavement markings but shall be considered subsidiary to the other items of construction.

