

# GUNNISON CITY BASEBALL COMPLEX UPGRADES

ADDENDUM NO. 1

November 25<sup>th</sup>, 2020

## **Clarifications**

1. The Bid Opening date has been changed from Tuesday December 1<sup>st</sup> at 2 PM to Thursday December 3<sup>rd</sup> at 2 PM.
2. Days for Substantial and final completion will remain 75 and 90.
3. Changes have been made to the plan set, details, contract documents, and technical specifications.
4. Many bid items in the bid from have been removed from the project. These items dealt with the septic system and the water line. These items have been completed by Gunnison City.
5. Install Storm Drain Sumps originally had 4 sumps to be installed that has changed to only 1 sump being installed.
6. Install 25' Vinyl coated backstop has changed from a per linear foot price to a lump sum price.

## **Part 00 Bidding Requirements**

1. Document 001113 Advertisement for Bid Changed Bid date and method of accepted bid. Replace Document 001113 Advertisement for Bid with Document 001113 Advertisement for Bid – Addendum 1.
2. Document 004113 Bid Form Removed bid items related to septic system and water line. Changed “Install 25' Vinyl Coated Backstop” from Linear foot price to lump sum price. Changed Quantity of “Install Storm Drain Sump” from 4 to 1. Added bid item 020 “Install Trench Drain” and bid item 021 “Install 4” SDR-35 PVC Storm Drain Line”. Replace Document 004113 Bid Form with Document 004113 Bid Form – Addendum 1.
3. Document 007314 Supplemental Conditions Removed the language that calls out the use of American Iron and Steel. Replace Document 007314 Supplemental Conditions with 007314 Supplemental Conditions – Addendum 1.
4. Document 008110 CDBG Required Documents Added Davis Bacon Wage Listing and other CDBG required documents. Replace Document 008110 CDBG Required Documents Bid with Document 008110 CDBG Required Documents – Addendum 1.

## **Part 01 General Requirements**

1. Document 012000 Measurement and Payment Removed the bid items that were related to removing and installing the septic system. Removed the bid items that were related to installing the 2” poly pipe. Changed “Install 20' Vinyl Coated backstop” to “Install 25' Vinyl Coated Backstop. Changed “Install 25' Vinyl Coated Backstop” from per linear foot to per lump sum. Added bid items 020 “Install Trench Drain” and bid item 021 “Install 4” SDR-35 PVC Storm Drain Line. Replace Document 012213 Measurement and Payment with Document 012000 Measurement and Payment – Addendum 1.

### **Part 03 Concrete**

No Changes

### **Part 31 Earthwork**

No Changes

### **Part 32 Exterior Improvements**

No Changes

### **Part 33 Utilities**

No Changes

### **Part 49 Design Drawings**

1. Sheet C-100 Removed call outs to remove and properly dispose of existing septic tank and leach field. Replace Sheet C-100 with Sheet C-100 – Addendum 1
2. Sheet C-300 Some Elevations on the grading plan has changed to show ADA access to the restrooms as well as the concessions. Added two trench drains. Replace Sheet C-300 with Sheet C-300 – Addendum 1
3. Sheet C-400 Removed call outs to install new septic tank and leach field. Removed call outs to install new 2” 200 psi poly water line. Replace Sheet C-400 with Sheet C-400 – Addendum 1
4. Sheet C-500 Added clarification to keynote 1 to ensure a minimum of 24” of cover.
5. Sheet C-600 Detail 4 “Precast Vault” has been changed to add a 20” X 12” footing. Added detail 11 “Trench Drain”. Detail 6 “Trench Detail” has been removed from the plan set. Replace Sheet C-600 with Sheet C-600 – Addendum 1

## **Contract Documents**



DOCUMENT 001113

ADVERTISEMENT FOR BIDS

Bids for the construction of the **GUNNISON BASEBALL COMPLEX UPGRADES** will be received electronically through Quest CDN. Due to COVID-19 restrictions no hard bids will be accepted at this time. Bids will be accepted until **2 P.M** local time on **December 3, 2020**. The Project consists of upgrading the existing Gunnison city Baseball complex. The improvements will consist of installing concrete, sumps, pre-cast vaults, installing a new backstop, dugouts, netting, etc.

The Issuing Office for the Bidding Documents is: **Ensign Engineering, 225 N. 100 S., RICHFIELD, UT 84701 KELLY CHAPPELL; 435-896-2983, KCHAPPELL@ENSIGNENG.COM** Electronic copies of the bid documents will be made available on Ensign Engineering's website at [www.ensigneng.com/index.php/bid-access](http://www.ensigneng.com/index.php/bid-access)

A non-mandatory pre-bid conference will be held at **10 A.M** local time on **November 24, 2020** at the **Gunnison baseball fields**. Attendance at the pre-bid conference is highly encouraged but is not mandatory.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Owner: **GUNNISON CITY**

By: **Lori Nay**

Title: **Mayor**

Date: **November**

**NOTICE TO ALL PROSPECTIVE CONTRACTORS**

This project will be a **FEDERALLY FINANCED COMMUNITY DEVELOPMENT PROJECT**. All rules and regulations governing such projects will be applicable. The contract is to be awarded to the lowest responsible and responsive bidder, whose bid meets the requirements and criteria set forth in the request for bids. Requirements for prevailing wage rates and certified payrolls apply as it is subject to the Davis-Bacon Act.

Also, work to be completed under this project is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, the purpose of which is to ensure employment and other economic opportunities generated by HUD-assisted projects shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

All contractors participating in this project must have a Data Universal Numbering System (DUNS) number and be registered on the federal System for Award Management (SAM) at [sam.gov](http://sam.gov).

**LINCOLN CULINARY WATER ASSOCIATION  
LINCOLN, UT  
LINCOLN CULINARY WELL PROJECT**

**+ + END OF ADVERTISEMENT FOR BIDS + +**

**DOCUMENT 004113**

**BID FORM**

GUNNISON BASEBALL COMPLEX UPGRADES

10082

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**GUNNISON CITY**

**Project Name: GUNNISON BASEBALL COMPLEX UPGRADES**

**Project Number: 10082**

**Address: 38 W. Center Street, Gunnison, UT 84634**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
001	Mobilization	LS	1		
002	Cut and Remove Existing Material	C.Y.	450		
003	Install Concrete W/4" Basecourse	S.F.	17,300		
004	Install 5' Chain Link Fence	L.F.	540		
005	Install 8' Chain Link Fence	L.F.	155		
006	Install 8' X 4' Chain link Gate	EA	4		
007	Install 5' X 10' Chain Link Gate	EA	2		
008	Install 25' Vinyl Coated Backstop	LS	1		
009	Install 20-foot Net in Outfield	L.F.	480		
010	Install Vinyl Coated Dugout with Metal Roof	EA	2		
011	Install Metal Roof Dugout Top	EA	2		
012	Install Sod	S.F.	9,975		
013	Install Pre-Cast Vault	EA	3		
014	Install Electrical Conduit to Light Poles	LF	1		
015	Install Storm Drain Sump	EA	1		
016	Install 6' by 6' Planter Box W/Stone Veneer	EA	2		

	Siding				
017	Install 4-Bay Silo	LS	1		
018	Install Hard Wire on Bottom of Backstop (Centerfield)	LS	1		
019	Install Benches	EA	4		
020	Install Trench Drain	L.F.	40		
021	Install 4" SDR-35 PVC Storm Drain Line	L.F.	45		
020	Construction Staking	LS	1	\$6,500	\$6,500
<b>Total</b>					

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. List of Project References;
  - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - F. Contractor's License No.: [REDACTED] [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - G. Required Bidder Qualification Statement with supporting data.



**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

By:

*[Signature]*

*[Printed name]*

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*

*[Printed name]*

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

*(where applicable)*

DOCUMENT 007314

SUPPLEMENTAL CONDITIONS

1 – DEFINITIONS AND TERMINOLOGY

~~SC 1.01 — Defined Terms~~

- A. ~~If the Contract will include a Geotechnical Baseline Report (see Article 5 below), include the following definitions:~~

~~SC 1.01. Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:~~

~~Geotechnical Baseline Report (GBR) — The interpretive report prepared by or for Owner regarding subsurface conditions at the Site, and containing specific baseline geotechnical conditions that may be anticipated or relied upon for bidding and contract administration purposes, subject to the controlling provisions of the Contract, including the GBR's own terms. The GBR is a Contract Document.~~

~~Geotechnical Data Report (GDR) — The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner in support of the Geotechnical Baseline Report. The GDR's content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, the GDR is a Contract Document.~~

SC 1.01.A.8 Add the following language at the end of last sentence of Paragraph 1.01.A.8:

The Change Order form to be used on this Project is EJCDC C-941. Agency approval is required before Change Orders are effective

SC 1.01.A.48 Add the following language at the end of the last sentence of Paragraph 1.01.A.48:

A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.

SC 1.01.A.49 Add the following new Paragraph after Paragraph 1.01.A.48:

Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

SC 1.01.A.50 Add the following new Paragraph after Paragraph 1.01.A.49:

Agency - The Project is financed in whole or in part by USDA Rural Utilities Service pursuant to the Consolidated Farm and Rural Development Act (7 USC Section 1921 et seq.). The Rural Utilities Service programs are administered through the USDA Rural Development offices; therefore, the Agency for these documents is USDA Rural Development.

**SC 1.01.A.51** Add the following new Paragraph after Paragraph 1.01.A.50

~~“Manufacturer’s Certification letter is documentation provided by the manufacturer, supplier, distributor, vendor, fabricator, etc. to various entities stating that the American Iron and Steel products to be used in the project are produced in the United States in accordance with American Iron and Steel requirements. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.”~~

**SC 1.01.A.52** Add the following new Paragraph after Paragraph 1.01.A.51

~~“AIS refers to requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.”~~

## ARTICLE 2 – PRELIMINARY MATTERS

### *SC 2.01 Delivery of Bonds and Evidence of Insurance*

- A. ~~Paragraph 2.01.B of the General Conditions requires that Contractor furnish certificates of insurance. Paragraph 6.02.C states that upon request by Owner or other named or additional insureds, Contractor must provide evidence of insurance such as copies of required policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Parallel provisions apply to Owner and the insurance that Owner is required to provide. Rather than relying on this two-step process (delivery of certificates of insurance at the outset; subsequent requests for additional evidence of insurance), some contract drafters may elect to require from the outset that copies of the insurance policies, rather than certificates of insurance, be delivered to the other party. If exchange of copies of insurance policies is required, the following should be used:~~

**SC 2.01** ~~Delete Paragraphs 2.01 B. and C. in their entirety and insert the following in their place:~~

~~B. Evidence of Contractor’s Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.~~

~~C. Evidence of Owner’s Insurance: After receipt from Contractor of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the~~

~~policies of insurance to be provided by Owner under Article 6 (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.~~

#### *SC-2.02 Copies of Documents*

- A. If the number of printed or hard copies of the Drawings and Project Manual to be provided is different than four copies the following may be used:

**SC-2.02.A. Amend the first sentence of Paragraph 2.02.A. to read as follows:**

**Owner shall furnish to Contractor [5] copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).**

- B. ~~On some projects it may be useful to produce conformed Contract Documents, in which the content of Addenda and negotiated changes are merged into the appropriate Specifications, Drawings, General Conditions, or other Contract Documents. This may be especially true on private construction projects where the terms and scope are negotiated and modified significantly after the initial release of proposed Contract Documents. Conformed documents may be considerably more convenient to use during the performance of the Work and the administration of the Contract.~~

~~EJCDC advises that if conformed documents are to be prepared and made available to Contractor, sufficient time and budget must be allocated to ensure the quality and full coordination of the conformed documents, and Owner and Engineer must recognize that Contractor, Subcontractors, and Suppliers will likely rely on the conformed version of the Contract Documents rather than the source components. If conformed documents are prepared without the level of commitment necessary to allow them to be accorded the full status of "Contract Documents," and are merely for reference or convenience, they should be accompanied by clear disclaimers of their content and a warning to consult the actual source Contract Documents.~~

~~A Supplementary Condition regarding conformed documents is necessary only if the Owner intends to provide the Contractor with conformed documents that will serve as binding Contract Documents. The following may be used for that purpose:~~

**SC-2.02 — Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:**

**A. Owner shall furnish to Contractor [ ] copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.**

- C. Note: If Owner is not furnishing PDF or other electronic files of the Contract Documents, then draft (1) a Supplementary Condition that deletes the reference in 2.02.A of the General Conditions to providing the PDF files, and (2) a Supplementary Condition that deletes Paragraph 3.01.C in its entirety.

2.06.B Delete Paragraph 2.06.B and replace it with the term [Deleted].

## ARTICLE 4

SC- 4.01A Amend the last sentence of Paragraph 4.01.A by striking out the following words:

In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

SC 4.05.C.2 Amend Paragraph 4.05.C.2 by striking out the following text: “abnormal weather conditions;” and inserting the following text:

Abnormal Weather Conditions;

## ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

### SC-5.03 *Subsurface and Physical Conditions*

SC 5.03 Guidance Note: Amend Paragraph 5.03 using one of the suggested Paragraphs SC 5.03 in EJCDC C-800 (Rev 1) (2013), concerning reports and drawings of conditions at the Site, and any Technical Data in the reports and drawings on whose accuracy the Contractor may rely.

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.**

### SC-5.06 *Hazardous Environmental Conditions*

SC 5.06 Guidance Note: Amend Paragraph 5.06 using one of the suggested Paragraphs SC 5.06 from EJCDC C-800 (Rev 1) (2013), concerning reports and drawings regarding Hazardous Environmental Conditions at the Site, and any Technical Data in those reports and drawings on whose accuracy the Contractor may rely.

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.**
- B. Not Used.**

## ARTICLE 6 – BONDS AND INSURANCE

### ~~SC-6.02—Insurance—General Provisions~~

- ~~A. Paragraph 6.02.B of the General Conditions requires that all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better, unless a different standard is indicated in the Supplementary Conditions. The A.M. Best ratings are based on the financial strength and size of the insurance company, with A-VII representing a commonly used standard. SC-6.02 is the location for noting any different standard, whether narrower or broader.~~

~~Note that in some states not all worker’s compensation insurers obtain A.M. Best ratings. The Owner may wish to include the following optional exception (modified to meet applicable provisions in the state) to the requirement in 6.02.B:~~

~~**SC-6.02—Add the following paragraph immediately after Paragraph 6.02.B:**~~

- ~~**1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a)**~~

~~is domiciled in the state in which the project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.~~

*SC-6.03 Contractor's Liability Insurance*

SC 6.03 Guidance Note: Amend Paragraph 6.03 identifying specific insurance coverage requirements using guidance from EJCDC C-800 (Rev 1) (2013).

- A. **This is a mandatory Supplementary Condition**, because it is the location for specifying the limits of the coverages for the insurance required in Paragraph 6.03 of the General Conditions. The information set forth in this Supplementary Condition (and in all other contractual provisions regarding bonds and insurance) should be provided by Owner, either directly or through written instructions given to Engineer (see EJCDC® C-051, Engineer's Letter to Owner Requesting Instructions Concerning Bonds and Insurance, and EJCDC® C-052, Owner's Instructions to Engineer Concerning Bonds and Insurance).

**SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:**

- K. **The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:**

1. **Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:**

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Jones Act coverage, if applicable:	
Bodily injury by accident, each accident	\$ <u>1,000,000</u>
Bodily injury by disease, aggregate	\$ <u>1,000,000</u>
Employer's Liability:	
Bodily injury, each accident	\$ <u>2,000,000</u>
Bodily injury by disease, each employee	\$ <u>2,000,000</u>
Bodily injury/disease aggregate	\$ <u>2,000,000</u>
For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$ _____
Foreign voluntary worker compensation	<u>Statutory</u>

**2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:**

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>1,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

**3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:**

**Bodily Injury:**

Each person	\$ <u>1,000,000</u>
Each accident	\$ <u>1,000,000</u>

**Property Damage:**

Each accident	\$ <u>1,000,000</u>
---------------	---------------------

*[or]*

Combined Single Limit of	\$ <u>1,000,000</u>
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**4. Excess or Umbrella Liability:**

Per Occurrence	\$ <u>5,000,000</u>
General Aggregate	\$ <u>5,000,000</u>

*[See Paragraph 6.03.E of the General Conditions.]*

*[If Owner revises the standard terms by deleting the requirement that Contractor provide Excess or Umbrella liability insurance, then Owner should consider requiring (in SC-6.03.K.2) that "The aggregate limits under SC-6.03.K.2 (Commercial General Liability) be maintained fully available for this Contract by obtaining and maintaining a Designated Construction Project General Aggregate Limit endorsement, or equivalent."]*

**5. Contractor's Pollution Liability:**

Each Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>1,000,000</u>

☐

**If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract**

*[See Paragraph 6.03.F of the General Conditions.]*

*[On some projects, the Owner may conclude that it is not cost-effective to require the Contractor to carry Contractor's Pollution Liability insurance, based on the type of work to be performed or knowledge of conditions at the Site. In such cases, check the box above and either delete the "Each Occurrence" and "General Aggregate" line items, or indicate "N.A." or "Not applicable" in the blanks.]*

6. **Additional Insureds:** In addition to Owner and Engineer, include as additional insureds the following: *[Here list by name (not category, role, or classification) other persons or entities to be included on the commercial general liability, automobile liability, umbrella or excess, and pollution liability policies as additional insureds.]*

7. **Contractor's Professional Liability:**

Each Claim	\$ 2,000,000
Annual Aggregate	\$ 2,000,000

*[See Paragraph 6.03.H of the General Conditions.]*

*[Contractor's pollution liability and contractor's professional liability policies are sometimes sold as a hybrid or combined policy. If after receiving the advice of its risk managers the Owner concludes that it is an acceptable alternative for Contractor to provide such a combination policy, this should be stated here, together with the required policy limits for a combination policy.]*

8. *[Here list additional types and amounts of insurance that may be required by Owner.]*

**SC 6.05 — Property Insurance**

- A. ~~Builder's Risk Deductible: Paragraph 6.05.A of the General Conditions requires builder's risk insurance on a completed value basis, subject to such deductible amounts as are provided by the Supplementary Conditions. In many cases, the drafter of the Supplementary Conditions will choose not to specify any deductibles, leaving establishment of the deductible amounts to the discretion of the purchasing party, which is responsible for payment of the deductibles. Even when a deductible is stipulated, it is typically a maximum amount; the purchaser may choose to purchase a policy with a lower deductible. Note that it is common for builder's risk policies to feature several different deductibles, typically including a primary deductible and specific deductibles applicable to specific types of loss. The following Supplementary Condition provides a means of identifying a primary deductible; other specific deductibles may also be added.~~

~~If a primary deductible is to be stipulated, use the following to establish the maximum amount of the deductible:~~

~~**SC 6.05. Add the following to the list of requirements in Paragraph 6.05.A, as a numbered item:**~~

- ~~**13. be subject to a deductible amount of no more than [\$ ] for direct physical loss in any one occurrence.**~~



- B. ~~Builder's Risk—Supplemental Insureds: Paragraph 6.05.A.1 of the General Conditions refers to other individuals or entities (in addition to the Owner, Contractor, and all Subcontractors) that are to be identified in the Supplementary Conditions as being entitled to protection as insureds under the builder's risk insurance on the Work. In such cases use the following:~~

**SC-6.05.A.1 Add the following new subparagraph after subparagraph 6.05.A.1:**

- a. ~~In addition to Owner, Contractor, and all Subcontractors, include as insureds the following:~~

*[Here list by name (not category, role, or classification) other persons or entities to be included on the builder's risk policy as insureds.]*

- C. ~~Builder's Risk—Supplemental Requirements: Paragraph 6.05.A of the General Conditions lists several items that are to be included in the builder's risk insurance. Consider adding one or more of the following items to the list as appropriate to the specific project:~~

**SC-6.05.A. Add the following to the list of items in Paragraph 6.05.A, as numbered items:**

14. ~~include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorneys fees and engineering or other consultants' fees, if not otherwise covered;~~

16. ~~include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:~~

a. ~~[here list specific items of equipment and purchase value]~~

b. ~~[here list items of material and purchase value]~~

17. ~~include by express endorsement coverage of damage to Contractor's equipment.~~

- D. ~~Installation Floater: An installation floater is insurance carried by the Contractor, covering the materials and equipment to be incorporated in the Work. It typically does not insure against losses that occur after installation. In most cases, builder's risk insurance offers broader coverage and is the preferred risk management instrument. On some projects, an installation floater may be an acceptable alternative to a builder's risk policy. See EJCDC® C-001, Commentary on the 2013 EJCDC Construction Documents. (In other instances, Contractor may choose to purchase an installation floater to supplement property insurance provided by Owner.) If, after consultation with its risk managers, Owner elects to require purchase of an installation floater rather than a builder's risk policy, the following requirements may be included as a Supplementary Condition:~~

**SC-6.05.A. Delete Paragraph 6.05.A of the General Conditions and substitute the following in its place:**

**Contractor shall provide and maintain installation floater insurance for property under the care, custody, or control of Contractor. The installation floater insurance shall be a broad form or "all risk" policy providing coverage for all materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work. Coverage under the Contractor's installation floater will include:**

- 1. any loss to property while in transit,**
- 2. any loss at the Site, and**
- 3. any loss while in storage, both on-site and off-site.**

~~Coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable. The Contractor will be solely responsible for any deductible carried under this coverage and claims on materials, supplies, machinery, fixture, and equipment that will be incorporated into the Work while in transit or in storage. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.~~

- E. ~~Builder's Risk—Owner Purchase: In the event that the Owner, rather than the Contractor, will purchase the Builder's Risk insurance, use the following SC-6.05.A:~~

**SC 6.05.A. Delete the first sentence of Paragraph 6.05.A and insert the following sentence in its place:**

~~Owner shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).~~

## **ARTICLE 7 — CONTRACTOR'S RESPONSIBILITIES**

### *SC-7.02 Labor; Working Hours*

~~Paragraph 7.02.B of the General Conditions restricts Contractor to working during "regular hours" Monday through Friday, and no work is permitted on "legal holidays."~~

- A. ~~To provide details regarding the meaning of the terms "regular hours" and "legal holidays," consider specifically defining them by adding the following:~~

**SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:**

**1. Regular working hours will be [here insert schedule of regular working hours]**

**2. Owner's legal holidays are [here insert list of legal holidays]**

- B. ~~To modify the days of the week that Contractor may work, use the following:~~

**SC-7.02.B. Amend the first and second sentences of Paragraph 7.02.B to state "...all Work at the Site shall be performed during regular working hours, [ ] through [ ]. Contractor will not perform Work on a [ ], [ ], or any legal holiday."**

- C. ~~If the Owner has no objections to the Contractor working multiple shifts, weekends, and legal holidays, use the following:~~

**SC-7.02.B. Delete Paragraph 7.02 B. in its entirety, and insert the following:**

**B. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's sole discretion.**

- D. ~~If Contractor is permitted to Work outside regular hours and on weekends and holidays, whether by a contractual provision or by Owner's consent during the course of the Project, then it is good practice to address the issue of whether Owner may charge Contractor for engineering expenses associated with the non-regular schedule. Some Owners may prefer to absorb these costs to incentivize (or at least facilitate) an aggressive schedule and timely completion; and in many cases the net additional expense may be modest. Other Owners may prefer to establish and collect a~~

charge for the engineering services. Add the following as SC 7.02.C, making a policy choice regarding responsibility in the beginning of the sentence:

**SC 7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:**

~~[Contractor] [Owner] [choose one and delete the other] shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.~~

E. If responsibility for costs in SC 7.02.C will be allocated to Contractor, Owner may wish to provide some specificity regarding the potential costs, through the addition of the following:

**SC 7.02.C. Add the following new subparagraph immediately after Paragraph 7.02.C:**

**1. For purposes of administering the foregoing requirement, additional overtime costs are defined as** ~~[here insert parameters for compensated overtime hours]~~

7.03 Add sentence 7.03.d: "All iron and steel products must meet American Iron and Steel requirements."

SC 7.04.A Amend the third sentence of Paragraph 7.04.A by striking out the following words:

— Unless the specification or description contains or is followed by words reading that no like, equivalent, or 'or equal' item is permitted.

SC 7.04.A.1 Amend the last sentence of Paragraph a.3 by striking out "and;" and adding a period at the end of Paragraph a.3.

SC 7.04.A.1 Delete paragraph 7.04.A.1.a.4 in its entirety and insert the following in its place:

— [Deleted]

SC 7.04.B.1 Add 7.04.B.1

— "Contractor shall include a Manufacturer's Certification letter for compliance with American Iron and Steel requirements in support data, if applicable. Refer to Manufacturer's Certification Letter provided in these Contract Documents. In addition, for the De minimis Waiver, Contractor shall maintain an itemized list of incidental components and ensure that the cost is less than 5% of total materials cost for project; for the Minor Components Waiver, the Contractor shall maintain a list of products to which the minor components waiver applies and the cost of the non-domestically produced component is less than 5% of total materials cost of that product."

SC 7.05.A.3.a.4

— "4) comply with American Iron and Steel by providing Manufacturer's Certification letter of American Iron and Steel compliance, if applicable. Refer to Manufacturer's Certification Letter provided in these Contract Documents."

SC 7.06.A Amend Paragraph 7.06.A by adding the following text to the end of the Paragraph:

The Contractor shall not award work valued at more than fifty percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

SC 7.06.B Delete paragraph 7.06.B in its entirety and insert the following in its place:

[Deleted]

SC 7.06.E Amend the second sentence of Paragraph 7.06.E by striking out “Owner may also require Contractor to retain specific replacements; provided, however, that”.

**SC 7.09 — Taxes**

- A. ~~If Owner qualifies for a state or local sales or use tax exemption in the purchase of certain materials and equipment, add the following Supplementary Condition, with any revisions necessary to meet the specific applicable exemption rules. (Note: If instructions to bidders or proposers are used, confirm that the provisions here are consistent with the corresponding provisions in such instructions. See Suggested Instructions to Bidders for Construction Contracts, EJCDC® C-200, Article 23.)~~

**SC 7.09 — Add a new paragraph immediately after Paragraph 7.09.A:**

~~B. Owner is exempt from payment of sales and compensating use taxes of the State of [insert name of state where Project is located] and of cities and counties thereof on all materials to be incorporated into the Work.~~

~~1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.~~

~~2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.~~

SC 7.11.A Modify 7.11.A by inserting the following after “written interpretations and clarifications,”:

~~“Manufacturers’ Certification letter is documentation provided by the manufacturer, supplier, distributor, vendor, fabricator, etc. to various entities stating that the iron and steel products to be used in the project are produced in the United States in accordance with American Iron and Steel Requirements. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.”~~

**SC 7.12 — Safety and Protection**

- A. ~~Some Owners have written safety programs with which construction contractors must comply. If such is the case, Paragraph 7.12.C of the General Conditions mandates that the safety program be identified in the Supplementary Conditions (and Paragraph 9.12 requires Owner to provide a copy of such programs to Contractor). The identification of the safety programs may be accomplished as follows:~~

**SC 7.12 — Insert the following after the second sentence of Paragraph 7.12.C:**

~~The following Owner safety programs are applicable to the Work: [here expressly identify by title and/or date, any such Owner safety programs].~~

SC 7.16.A.1.e Add 7.16.A.1.e:

~~“e. obtained Manufacturer’s Certification letter for any item in the submittal subject to American Iron and Steel requirements and include the Certificate in the submittal. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.”~~

~~SC 7.16.D.9 Add 7.16.D.9:~~

~~“Engineer’s reviews and approval of Shop Drawing or Sample shall include review of compliance with American Iron and Steel requirements, as applicable.”~~

~~SC 7.17.E Add 7.17.E:~~

~~Contractor shall certify upon Substantial Completion that all Work and Materials has complied with American Iron and Steel requirements as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Contractor shall provide said Certification to Owner. Refer to General Contractor’s Certification Letter provided in these Contract Documents.”~~

## **ARTICLE 8 – OTHER WORK AT THE SITE**

~~SC 8.02 — Coordination~~

- ~~A. Paragraph 8.02 of the General Conditions requires that if in addition to retaining Contractor, Owner will arrange to have others perform work at the Site, Owner must provide to Contractor specified information regarding coordination of construction activities. (Note that Owner should provide specific information about the other work — nature of the work, scope, schedule, exact location — elsewhere in the Contract Documents or in other documentation.) Use the following in that case:~~

~~**SC 8.02 — Delete Paragraph 8.02.A in its entirety and replace with the following:**~~

~~**A. Owner intends to contract with others for the performance of other work at or adjacent to the Site.**~~

- ~~**1. [Here identify individual or entirety] shall have authority and responsibility for coordination of the various contractors and work forces at the Site;**~~
- ~~**2. The following specific matters are to be covered by such authority and responsibility: [here itemize such matters];**~~
- ~~**3. The extent of such authority and responsibilities is: [here provide the extent]**~~

## **ARTICLE 9 – OWNER’S RESPONSIBILITIES**

~~SC 9.13 — Owner’s Site Representative~~

- ~~A. Paragraph 10.03 of the General Conditions indicates that the Owner may designate a representative or agent who is not Engineer’s consultant, agent, or employee, to represent Owner at the Site (“Owner’s Site Representative”). In such case the Owner typically would not have the Engineer furnish a Resident Project Representative, hence the second version of SC 10.03.B below would be used to indicate there is no Engineer’s Resident Project Representative.~~

~~The following should be used for the identification of the Owner’s Site Representative. Note that the following must be supplemented by customized text that explains the responsibilities of the Owner’s Site Representative, so far as such are relevant to Contractor. The content of Paragraphs SC 10.03.B and C below may be a helpful starting point in drafting such supplemental text. In addition, if Owner’s retention of an Owner’s Site Representative will affect other aspects of Engineer’s status during construction, other portions of Article 10 and many other parts of the General Conditions will need to be revised. In such cases it is typical for (and Laws and Regulations~~

may require) the design engineer (as engineer of record) to at least retain a role with respect to design intent reviews of submittals and similar aspects of the Work.

**SC-9.13 — Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:**

~~SC-9.13 Owner will furnish an “Owner’s Site Representative” to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner’s Site Representative is not Engineer’s consultant, agent, or employee. Owner’s Site Representative will be [Here identify individual or entirety]. The authority and responsibilities of Owner’s Site Representative follow: [Here describe the duties and activities of the Owner’s Site Representative]~~

## **ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION**

### *SC-10.03 Project Representative*

SC 10.03 Guidance Note: Amend Paragraph 10.03 using one of the two alternatives presented in C-800’s (Rev 1) (2013) section on SC 10.03 (either the Engineer will provide Resident Project Representative services on the Project, with specific authority and responsibilities, or Engineer will not provide Resident Project Representative services).

- A. **This is a mandatory Supplementary Condition.** As indicated in Paragraph 10.03 of the General Conditions, in those cases in which the Engineer will provide a Resident Project Representative (RPR) during construction, the authority and responsibilities of the RPR must be specified in the Supplementary Conditions. SC-10.03.B and C, immediately below, provide a mechanism for doing so. In the alternative, in some cases Engineer will not provide RPR services, either because there will not be an RPR, or because a party other than Engineer will provide the site services. When such is the case, the second SC-10.03.B below should be used.

As indicated in Paragraph 10.03 of the General Conditions, the Owner may designate a representative or agent who is not Engineer’s consultant, agent, or employee, to represent Owner at the Site. In such case, in addition to using the second version of SC-10.03.B, below, also use SC-9.13 above.

The following suggested language, which parallels the wording of Exhibit D to EJCDC® E-500, the Agreement Between Owner and Engineer for Professional Services, is for use when Engineer will provide RPR services. It should be edited to indicate the RPR authority and responsibilities that apply to this Contract.

**SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:**

- B. **The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.**
1. **General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.**
  2. **Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.**

3. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
4. **Liaison:**
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. **Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. **Shop Drawings and Samples:**
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. **Review of Work and Rejection of Defective Work:**
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

**9. Inspections, Tests, and System Start-ups:**

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

**10. Records:**

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

**11. Reports:**

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

**12. Payment Requests:** Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

**13. Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.



**14. Completion:**

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

**C. The RPR shall not:**

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

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~~SC-10.10.A Add 10.10.A American Iron & Steel:~~

~~"A. Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, Bidding Documents, and associated Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the shop drawings, Change Orders and Partial Payment Estimates are either produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A—Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017).~~

## ARTICLE 11

*SC-11.06.A.1 Modify 11.06.A.1 by inserting the following sentence after “within 15 days after the submittal of the Change Proposal.”:*

“Include supporting data (name of manufacturer, city and state where the product was manufactured, description of product, signature of authorized manufacturer’s representative) in the Manufacturer’s Certification Letter, as applicable.”

*SC-11.07.C Add the following new Paragraph after Paragraph 11.07.B:*

All Contract Change orders must be concurred in by Agency before they are effective.

## ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### *SC-13.01—Cost of the Work*

- A. Equipment rental charges, particularly with respect to Contractor-owned equipment, can sometimes lead to disagreements. To reduce the possibility of such disagreements, the following Supplementary Condition may be used. Note that it requires a published reference or method for determining the costs.

**SC 13.01.B.5.c—Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:**

#### **c.—Construction Equipment and Machinery:**

- 1)—Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.**
- 2)—Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the [cite the rate book appropriate for the Project]. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.**

*SC 13.02.C Delete Paragraph 13.02.C in its entirety and insert the following in its place:*

[Deleted]

### *SC-13.03 Unit Price Work*

- A. The following Supplementary Condition is typically called a “variation in estimated quantities (VEQ) clause” and facilitates administrative resolution of situations where actual quantities of unit price items differ materially from estimated quantities. Typically, the clause applies where the extended

price (unit price times estimated quantity) of an item of the Unit Price Work is more than 5 percent of the Contract Price (based on estimated quantities), and the actual quantity of the units of work performed or furnished varies by more than a specified percent (typically 15 to 25 percent).

**SC 13.03.E** ~~Delete Paragraph 13.03.E in its entirety and insert the following in its place:~~

~~E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:~~

- ~~1. if the extended price of a particular item of Unit Price Work amounts to      percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than      percent from the estimated quantity of such item indicated in the Agreement; and~~
- ~~2. if there is no corresponding adjustment with respect to any other item of Work; and~~
- ~~3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.~~

## **ARTICLE 14**

~~SC-14.03.G~~ *Add 14.03.G:*

~~"G. Installation of materials that are non-compliant with American Iron and Steel requirements shall be considered defective work."~~

## **ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

~~SC- 15.01.B~~ *Amend the second sentence of Paragraph 15.01.B.1 by striking out the following text: "a bill of sale, invoice, or other."*

~~SC-15.01.B.3~~ *Add the following language at the end of paragraph 15.01.B.3:*

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

~~SC-15.01.B.4~~ *Add the following new Paragraph after Paragraph 15.01.B.3:*

The Application for Payment form to be used on this Project is EJCDC C-620. The Agency must approve all Applications for Payment before payment is made.

~~SC-15.01.B.4~~ *Add the following:*

~~"4. By submitting Materials for payment, Contractor is certifying that the submitted Materials are compliant with American Iron and Steel requirements. Manufacturer's Certification letter for Materials satisfy this certification. Refer to Manufacturer's Certification Letter provided in these Contract Documents."~~

~~SC-15.01.C.2.d Add 15.01.C.2.d:~~

~~“d. the Materials presented for payment comply with American Iron and Steel”~~

~~SC-15.01.D.1 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:~~

The Application for Payment with Engineer’s recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due twenty (20) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

~~SC-15.02.A Amend Paragraph 15.02.A by striking out the following text: “no later than seven days after the time of payment by Owner” and insert “no later than the time of payment by Owner.”~~

~~SC-15.03—Substantial Completion~~

Modify 15.03A by adding the following after the last sentence:

“Services required to determine and certify that to the best of the Contractor’s knowledge and belief all substitutes, equals, and all iron and steel products proposed in the shop drawings, Change Orders and Partial Payment Estimates, and those installed for the project are either produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.”

- A. ~~Paragraph 15.03.A of the General Conditions requires Contractor to give notice that the Work is substantially complete; Paragraph 15.03.B requires an inspection of the Work to determine whether Engineer agrees that the Work is substantially complete. If the Work is not substantially complete, and must be inspected again at a later point, then the following Supplementary Condition, if included in the Contract, would allow Owner to recover the cost of the re-inspection.~~

~~SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:~~

- ~~1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.~~

## **ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

- B. ~~Paragraph 17.01.B of the General Conditions provides that for any dispute subject to final resolution under Article 17, Owner or Contractor may invoke the dispute resolution procedure called for in the Supplementary Conditions. Paragraph SC-17.02 is the location to identify any such primary dispute resolution procedure. If no procedure is identified here in the Supplementary Conditions, and the parties do not agree to a specific procedure, then the default resolution procedure will be litigation—the pursuit of rights in a court of competent jurisdiction. Note that before reaching the point of final resolution of disputes, in most cases the Owner and Contractor~~

~~will already have engaged in the Claim process described in Article 12 of the General Conditions. That process allows for mediation of the dispute.~~

~~As an alternative to litigation, there are many other possible dispute resolution procedures, or combinations of procedures. One of the most common is arbitration; wording for an arbitration clause follows. A discussion of the pros and cons of the arbitration process (and there are many advocates on both sides) is beyond the scope of this Guide. Owner should consult with its legal counsel when considering the inclusion of an arbitration clause, or of any other dispute resolution procedure or combination of procedures.~~

~~The arbitration option is as follows:~~

**SC-17.02 — Add the following new paragraph immediately after Paragraph 17.01.**

**SC-17.02 Arbitration**

- ~~A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of *[insert name of selected arbitration agency]*, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.~~
- ~~B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.~~
- ~~C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
  - ~~1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and~~
  - ~~2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.~~~~
- ~~D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.~~
- ~~E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject~~

~~to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.~~

~~F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.~~

*SC-17.03 — Attorneys' Fees*

- A. In most jurisdictions in the United States, as a general matter each party to a dispute is responsible for its own attorneys' fees, unless an express agreement provides to the contrary. Some legal authorities believe that this general rule encourages claims and disputes, because claimants have little concern that they will be forced to pay for the opposing party's fees if the claim fails. Other authorities take the opposite view—that the enticing prospect of not only prevailing but also of having one's own fees paid by the opponent would encourage overly aggressive pursuit of claims (or overzealous defense against valid claims).

If an exception to the general American rule is preferred for disputes subject to final resolution under Article 17, then add the following express agreement:

**SC-17.03 — Add the following new paragraph immediately after Paragraph 17.02.** *[Note: If there is no Paragraph 17.02, because neither arbitration nor any other dispute resolution process has been specified here in the Supplementary Conditions, then revise this to state "Add the following new paragraph immediately after Paragraph 17.01" and revise the numbering accordingly.]*

**SC-17.03 Attorneys' Fees:** ~~For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.~~

SC 18.09 Add the following new paragraph after Paragraph 18.08:

Tribal Sovereignty. No provision of this Agreement will be construed by any of the signatories as abridging or debilitating any sovereign powers of the {insert name of Tribe} Tribe; affecting the trust-beneficiary relationship between the Secretary of the Interior, Tribe, and Indian landowner(s); or interfering with the government-to-government relationship between the United States and the Tribe.

SC 19 Add Article 19 titled "FEDERAL REQUIREMENTS"

SC 19.01 Add the following language as Paragraph 19.01 with the title "Agency Not a Party":

A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees is a party to this Contract.

SC 19.02 Add the following sections after Article 19.01 with the title "Contract Approval":

A. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the following "Certificate of Owner's Attorney" (Exhibit I of RUS Bulletin 1780-26) before Owner submits the executed Contract Documents to Agency for approval.

B. Concurrence by Agency in the award of the Contract is required before the Contract is effective.

SC 19.03 Add the following language after Article 19.02.B with the title "Conflict of Interest":

A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest or other interest in or a tangible personal benefit from the Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

SC 19.04 Add the following language after Article 19.03.A with the title "Gratuities":

A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

B. In the event this Contract is terminated as provided in paragraph 19.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

SC 19.05 Add the following language after Article 19.04.B with the title "Small, Minority and Women's Businesses":

A. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. If Contractor intends to let any subcontracts for a portion of the work, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

SC 19.06 Add the following after Article 19.05.A.(5) with the title "Anti-Kickback":

A. Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Owner shall report all suspected or reported violations to Agency.

SC 19.07 Add the following after Article 19.06.A with the title "Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended":

A. Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

SC 19.08 Add the following after Article 19.07.A with the title "Equal Employment Opportunity":

A. The Contract is considered a federally assisted construction contract. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing



regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

SC 19.09 Add the following after Article 19.08.A with the title "Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)":

A. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification (RD Instruction 1940-Q, Exhibit A-1). The Contractor certifies to the Owner and every subcontractor certifies to the Contractor that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining the Contract if it is covered by 31 U.S.C. 1352. The Contractor and every subcontractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

SC 19.10 Add the following after Article 19.09.A with the title "Environmental Requirements":

When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:

A. Wetlands – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.

B. Floodplains – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.

C. Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact or human remains shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).

D. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

E. Mitigation Measures – The following environmental mitigation measures are required on this Project: {Insert mitigation measures here}.

- Cultural Resources: All construction will occur on previously disturbed property and there is little potential to affect any archaeological or historical sites. No mitigation would be required with the previously disturbed ground, however

any excavation that uncovers a historical or archaeological artifact shall be reported to NVRCWC and construction shall be temporarily halted pending notification and further directions from the State Historic Preservation Officer.

- Noise: Construction activity will be limited to normal daylight working hours and would exclude Sundays and holidays to minimize the effects of elevated noise levels. Standard noise control devices would be required on all construction equipment.

SC 19.11 Add the following after Article 19.10.E. with the title “Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)”:

A. Where applicable, for contracts awarded by the Owner in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

SC 19.12 Add the following after Article 19.11.A. with the title “Debarment and Suspension (Executive Orders 12549 and 12689)”:

A. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

SC 19.13 Add the following after Article 19.12.A. with the title “Procurement of recovered materials”:

A. The Contractor must comply with 2 CFR Part 200.322, “Procurement of recovered materials.”

*SC 19.14 Add the following after Paragraph 19.13:*

~~“Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A—Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. The term “iron and steel products” means the following products~~

~~made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver {add project specific waivers as applicable} apply to this contract."~~

*SC 19.15 Add 19.15 Definitions:*

~~"Assistance recipient" is the entity that receives funding assistance from programs required to comply with Section 746 Division A Title VII of the Consolidated Appropriations Act of 2017 (Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. This term includes owner and/or applicant.~~

~~"Certifications" means the following:~~

- ~~• Manufacturers' certification is documentation provided by the manufacturer or fabricator to various entities stating that the iron and steel products to be used in the project are produced in the United States in accordance with American Iron and Steel (AIS) Requirements. If items are purchased via a supplier, distributor, vendor, etc. vs. from the manufacturer or fabricator directly, then the supplier, distributor, vendor, etc. will be responsible for obtaining and providing these certification letters to the parties purchasing the products.~~
- ~~• Engineers' certification is documentation that plans, specifications, and bidding documents comply with AIS.~~
- ~~• Contractors' certification is documentation submitted upon substantial completion of the project that all iron and steel products installed were produced in the United States.~~

~~"Coating" means a covering that is applied to the surface of an object. If a coating is applied to the external surface of a domestic iron or steel component, and the application takes place outside of the United States, said product would be considered a compliant product under the AIS requirements. Any coating processes that are applied to the external surface of iron and steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the coating processes occur, provided that final assembly of the product occurs in the United States. This exemption only applies to coatings on the external surface of iron and steel components. It does not apply to coatings or linings on internal surfaces of iron and steel products, such as the lining of lined pipes. All manufacturing processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.~~

~~"Construction materials" are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel".~~

~~Note: Mechanical and electrical components, equipment and systems are not considered construction materials. See definition of mechanical and electrical equipment.~~

~~"Consulting engineer" is an individual or entity with which the owner has contracted to perform engineering/architectural services for water and waste projects funded by the programs subject to AIS requirements).~~

~~"De minimis incidental components" are various miscellaneous low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. Examples of incidental components could include small washers, screws,~~

fasteners (such as “off the shelf” nuts and bolts), miscellaneous wire, corner bead, ancillary tube, signage, trash bins, door hardware etc. Costs for such de minimis incidental components cumulatively may comprise no more than a total of five percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed one percent of the total cost of the materials used in and incorporated into a project.

“General contractor” is the individual or entity with which the applicant has contracted (or is expected to) to perform construction services (or for water and waste projects funded by the programs subject to AIS requirements). This includes bidders, contractors that have received an award from the applicant and any party having a direct contractual relationship with the owner/applicant. A general contractor is often referred to as the prime contractor.

“Iron and steel products” are defined as the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be produced in the United States. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

“Manufacturers” meaning a supplier, fabricator, distributor, materialman, or vendor is an entity with which the applicant, general contractor or with any subcontractor has contracted to furnish materials or equipment to be incorporated in the project by the applicant, contractor or a subcontractor.

“Manufacturing processes” are processes such as melting, refining, forming, rolling, drawing, finishing, and fabricating. Further, if a domestic iron and steel product is taken out of the United States for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-U.S. sources.

“Mechanical equipment” is typically that which has motorized parts and/or is powered by a motor. “Electrical equipment” is typically any machine powered by electricity and includes components that are part of the electrical distribution system. AIS does apply to mechanical equipment.

“Minor components” are components within an iron and/or steel product otherwise compliant with the American Iron and Steel requirements. This is different from the de minimis definition where de minimis pertains to the entire project and the minor component definition pertains to a single product. This waiver, would allow non-domestically produced miscellaneous minor components comprising up to five percent of the total material cost of an otherwise domestically produced iron and steel product to be used. However, unless a separate waiver for a product has been approved, all other iron and steel components in said product must still meet the AIS requirements. This waiver does not exempt the whole product from the AIS requirements only minor components within said product and the iron or steel components of the product must be produced domestically. Valves and hydrants are also subject to the cost ceiling requirements described here. Examples of minor components could include items such

pins and springs in valves/hydrants, bands/straps in couplings, and other low cost items such as small fasteners etc.

“Municipal castings” are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and solid waste infrastructure.

“National Office” refers to the office responsible for the oversight and administration of the program nationally. The National Office sets policy, develops program regulations, and provides training and technical assistance to help the state offices administer the program. The National Office is located in Washington, D.C.

“Owner” is the individual or entity with which the general contractor has contracted regarding the work, and which has agreed to pay the general contractor for the performance of the work, pursuant to the terms of the contract for water and waste projects funded by the programs subject to AIS requirements. For the purpose of this Bulletin, this term is synonymous with the term “applicant” as defined in 7 CFR 1780.7 (a) (1), (2) and (3) and is an entity receiving financial assistance from the programs subject to the AIS requirements.

“Pass through Entities” is an entity that provides a subaward to a loan and/or grant recipient to carry out part of a Federal program. Examples are grantees utilizing the Revolving Loan Program and Household Water Well Program and Alaska Native Tribal Health Consortium (ANTHC) or the State of Alaska from the RAVG Program.

“Primarily iron or steel” is defined as a product made of greater than 50 percent iron or steel, measured by cost. The cost should be based on the material costs. An exception to this definition is reinforced precast concrete (see Definitions). All technical specifications and applicable industry standards (e.g. NIST, NSF, AWWA) must be met. If a product is determined to be less than 50 percent iron and steel, the AIS requirements do not apply.

For example, the cost of a fire hydrant includes:

(1) The cost of materials used for the iron portion of a fire hydrant (e.g. bonnet, body and shoe); and

(2) The cost to pour and cast to create those components (e.g. labor and energy).

Not included in the cost are:

(1) The additional material costs for the non-iron and steel internal workings of the hydrant (e.g. stem, coupling, valve, seals, etc.); and

(2) The cost to assemble the internal workings into the hydrant body.

“Produced in the United States” means that the production in the United States of the iron or steel products used in the project requires that all manufacturing processes must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives.

“Project” is the total undertaking to be accomplished for the applicant by consulting engineers, general contractors, and others, including the planning, study, design, construction, testing, commissioning, and start up, and of which the work to be performed under the contract is a part. A project includes all activity that an applicant is undertaking to be financed in whole or part by programs subject to AIS requirements. The intentional splitting of projects into separate and smaller contracts or obligations to avoid AIS requirements is prohibited.

~~“Reinforced Precast Concrete” may not consist of at least 50 percent iron or steel, but the reinforcing bar and wire must be produced in the United States and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the United States. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the United States.~~

~~“Steel” means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels.~~

~~“Structural steel” is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees, and zees. Other shapes include but are not limited to, H-piles, sheet piling, tie plates, cross-ties, and those for other special purposes.~~

~~“Ultimate recipient” is a loan or grant recipient receiving funds from a pass-through entity. Examples include: (1) a loan recipient from the Revolving Loan Fund; (2) a loan recipient from the Household Water Well Program; and (3) a grant recipient from ANTHC or the State of Alaska from the RAVG Program.~~

~~“United States” means each of the several states, the District of Columbia, and each Federally Recognized Indian Tribe.~~

Section 008110 CDBG  
Required Documents

"General Decision Number: UT20200027 01/03/2020

Superseded General Decision Number: UT20190027

State: Utah

Construction Type: Heavy

County: Sanpete County in Utah.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020

\* TEAM0222-019 07/01/2018

	Rates	Fringes
TRUCK DRIVER (Articulated).....	\$ 25.39	11.77
TRUCK DRIVER (Concrete Pumping).....	\$ 23.05	11.77

TRUCK DRIVER (Dump Truck, Bottom-end or side)		
Less than 8 cu. yds.....\$	22.82	11.77
8 cu. yds. to less than 14 cu. yds.....\$	22.82	11.77
14 cu. yds. to less than 35 cu. yds.....\$	23.12	11.77
35 cu. yds. to less than 55 cu. yds.....\$	23.32	11.77
55 cu. yds. to less than 75 cu. yds.....\$	23.52	11.77
75 cu. yds. to less than 95 cu. yds.....\$	23.72	11.77
95 cu. yds. to less than 105 cu. yds.....\$	23.92	11.77
105 cu. yds. to less than 130 cu. yds.....\$	24.04	11.77
TRUCK DRIVER (Flat Rack, Bulk Cement, Semi-Trailers, Mud/Banding and Paint)		
Less than 10 tons.....\$	22.72	11.77
10 tons to less than 15 tons.....\$	22.87	11.77
15 tons to less than 20 tons.....\$	22.97	11.77
20 tons and over.....\$	23.12	11.77
Pickup Truck.....\$	22.65	11.77
TRUCK DRIVER (Lowboy).....\$	25.89	11.77
TRUCK DRIVER (Oil Spreader).....\$	25.89	11.77
TRUCK DRIVER (Tiremen and Greaser).....\$	23.22	11.77
TRUCK DRIVER (Transit Mix)		
0 cu. yds. to 8 cu. yds.....\$	23.05	11.77
Over 8 cu. yds. to 14 cu. yds.....\$	23.05	11.77
TRUCK DRIVER (Water, Fuel & Oil Tank)		
less than 1,200 gal.....\$	22.70	11.77
1,200 gal. to less than 2,500 gal.....\$	22.82	11.77
2,500 gal. to less than 4,000 gal.....\$	22.97	11.77
4,000 gal. to less than 6,000 gal.....\$	23.27	11.77
6,000 gal. to less than 10,000 gal.....\$	23.52	11.77
10,000 gal. to less than 15,000 gal.....\$	23.77	11.77
15,000 gal. to less than 20,000 gal.....\$	24.02	11.77



20,000 gal. to less than		
25,000 gal.....	\$ 24.37	11.77
25,000 gal. and over.....	\$ 24.52	11.77

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SUUT2008-029 08/19/2008

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 14.00	0.56
LABORER: Common or General.....	\$ 11.86	1.28
LABORER: Mason Tender - Cement/Concrete.....	\$ 9.00	0.36
LABORER: Pipelayer.....	\$ 13.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.55	0.00
OPERATOR: Grader/Blade.....	\$ 14.08	0.00
OPERATOR: Loader (Front End)....	\$ 15.89	4.75
OPERATOR: Roller (Dirt and Grade Compaction).....	\$ 11.62	0.00

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

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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## Applicability

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

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

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

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

#### **4. Apprentices and Trainees.**

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

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.



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

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

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

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

## § 135.38 Section 3 Clause.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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## **General Requirements**

SECTION 012000 – MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Schedule of Values
- B. Application for Payment
- C. Unit Price Items

1.2 SCHEDULE OF VALUES

- A. In accordance with article 2.05 of the General Conditions, submit schedule of values for items of work in project within 15 days of date of Contract for review and approval.

1.3 APPLICATION FOR PAYMENT

- A. Submit three copies of each application for payment under procedures of Section 01300 on approved form in accordance with Article 14 of the General Conditions based on approved schedule of values.

1.4 COST SCHEDULE A

- A. Cost Schedule A will include a lump sum proposal for the Site Improvements as shown on the plans and in the specifications.
- B. The lump sum proposal price represents the total cost to the Owner. Such price shall constitute full compensation for furnishing and placing of materials required to complete the item, and for all labor, equipment, tools and incidentals needed to complete the work in conformity with the plans and specifications.
- C. Where unit prices are given in the proposal for specific types of work, they are given as a basis for evaluating additional work that may be necessary for the project. No guarantees of any specific quantity or that the item will even be used is made by the OWNER.
- D. The OWNER shall reserve the right to modify the work shown on the plans and specifications as necessary and to eliminate or add items as necessary should they decide it is in their best interest to do so. Contractor shall make no claim for anticipated profits or additional compensation for any elimination of minor items.

PART 2 - PRODUCTS – Not Used

PART 3 - EXECUTION

3.1 METHOD OF PAYMENT

- A. Mobilization: This item is to include all of the costs associated with mobilizing equipment needed to perform all work associated with this project. The cost of this item shall include all tools, equipment, labor, materials, bonds and appurtenances necessary to complete the WORK as described in the Technical Specifications contained herein.

Payment to be made under: Mobilization.....per Lump Sum

- B. Cut and Remove Existing Material: This item shall include the removal and proper disposal of excess existing material. All existing material removed will be hauled off site. The cost of this item shall include all tools, equipment, labor, materials, machinery, and appurtenant work necessary to complete the work in accordance with the Technical Specifications and Standard Drawings, as contained herein. Restoration and leveling of existing improvements, if needed, is also included in this item and for this unit price.

Payment to be made under: Cut and Remove Existing Material..... per Cubic Yard

- C. Install Concrete W/4” Basecourse: This item is to include the installation of a 4” concrete w/fiber mesh and basecourse, and any grading/installation/removal of subbase material according to the drawings and technical specifications contained herein this unit cost includes all concrete work to be done at all locations. Cost of this item shall include all tools, equipment, labor, materials, curing, clean-up, fees, forming, and all incidentals necessary to complete this work. Restoration of any existing improvements (where and if needed) including but not limited to: sod, plantings, and irrigation systems, is also included in this Work and at this price.

Payment to be made under: Install Concrete W/ 4” Basecourse ..... per Square Foot

- D. Install 5’ Chain Link Fence: This item shall include all work in relation to installing a 5’ chain link fence. The cost of this item shall include all tools, equipment, labor, materials, machinery, and appurtenant work necessary to complete the work in accordance with the Technical Specifications and Standard Drawings, as contained herein. Restoration of existing improvements, if needed, is also included in this item and for this unit price.

Payment to be made under: Install 5’ Chain Link Fence ..... per Linear Foot

- E. Install 8’ Chain Link Fence: This item shall include all work in relation to installing an 8’ chain link fence. The cost of this item shall include all tools, equipment, labor, materials, machinery, and appurtenant work necessary to complete the work in accordance with the Technical Specifications and Standard Drawings, as contained

herein. Restoration of existing improvements, if needed, is also included in this item and for this unit price.

Payment to be made under: Install 8' Chain Link Fence..... per Linear Foot

- F. Install 8' X 4' Chain Link Gate: This item shall include all work in relation to installing an 8' X 4' chain link gate. The cost of this item shall include all tools, equipment, labor, materials, machinery, and appurtenant work necessary to complete the work in accordance with the Technical Specifications and Standard Drawings, as contained herein. Restoration of existing improvements, if needed, is also included in this item and for this unit price.

Payment to be made under: Install 8' X 4' Chain Link Gate..... per Each

- G. Install 5' X 10' Chain Link Gate: This item shall include all work in relation to installing a 5' X 10' chain link gate. The cost of this item shall include all tools, equipment, labor, materials, machinery, and appurtenant work necessary to complete the work in accordance with the Technical Specifications and Standard Drawings, as contained herein. Restoration of existing improvements, if needed, is also included in this item and for this unit price.

Payment to be made under: Install 5' X 10' Chain Link Gate ..... per Each

- H. Install 25' Vinyl Coated Backstop: This item shall include all work in relation to installing a 25' vinyl coated backstop. The cost of this item shall include all tools, equipment, labor, materials, machinery, and appurtenant work necessary to complete the work in accordance with the Technical Specifications and Standard Drawings, as contained herein. Restoration of existing improvements, if needed, is also included in this item and for this unit price.

Payment to be made under: Install 25' Vinyl Coated Backstop ..... per Lump Sum

- I. Install 20' Net in Outfield: This item shall include all work in relation to installing a 20' net in the outfield. The cost of this item shall include all tools, equipment, labor, materials, machinery, and appurtenant work necessary to complete the work in accordance with the Technical Specifications and Standard Drawings, as contained herein. Restoration of existing improvements, if needed, is also included in this item and for this unit price.

Payment to be made under: Install 20' Net in Outfield..... per Linear Foot

- J. Install Vinyl Coated Dugout W/ Metal Roof: This item shall include all work in relation to installing a vinyl coated dugout with a metal roof, this work includes, installing vinyl coated chain link fence, and a stick framed metal roof, any grading/installation/removal of subbase material according to the drawings and technical specifications contained herein. This item does not include installation of concrete or benches. Cost of this item shall include all tools, equipment, labor, materials, curing, clean-up, fees, forming, and

all incidentals necessary to complete this work. Restoration of any existing improvements is also included in this Work and at this price.

Payment to be made under:    Install Vinyl Coated Dugout W/ Metal Roof..... per Each

- K.    Install Metal Roof Dugout Top: This item shall include all work in relation to installing a metal roof on top of an existing dugout. The cost of this item shall include all tools, equipment, labor, materials, machinery, and appurtenant work necessary to complete the work in accordance with the Technical Specifications and Standard Drawings, as contained herein. Restoration of existing improvements, if needed, is also included in this item and for this unit price.

Payment to be made under:    Install Metal Roof Dugout Top..... per Each

- L.    Install Sod: This item shall include all work in relation to installing sod. The cost of this item shall include all tools, equipment, labor, materials, machinery, and appurtenant work necessary to complete the work in accordance with the Technical Specifications and Standard Drawings, as contained herein. Restoration of existing improvements, if needed, is also included in this item and for this unit price.

Payment to be made under:    Install Sod..... per Square Foot

- M.    Install Pre-Cast Vault: This item shall include all work in relation to installing a pre-cast vault. The cost of this item shall include all coordination, tools, equipment, labor, materials, machinery, and appurtenant work necessary to complete the work in accordance with the Technical Specifications and Standard Drawings, as contained herein. Restoration of existing improvements, if needed, is also included in this item and for this unit price

Payment to be made under:    Install Pre-Cast Vault..... per Each

- N.    Install Electrical Conduit to Light Poles: This item shall include all work in relation to installing electrical conduit to existing light poles and other areas called out on the drawings. The cost of this item shall include all tools, equipment, labor, materials, machinery, and appurtenant work necessary to complete the work in accordance with the Technical Specifications and Standard Drawings, as contained herein. Restoration of existing improvements, if needed, is also included in this item and for this unit price

Payment to be made under:    Install Electrical Conduit to Light Poles ..... per Lump Sum

- O.    Install Storm Drain Sump: This item shall include installing sump, fabric, compaction, and gravel. The cost of this item shall include all tools, materials, equipment, labor, incidentals and appurtenant work necessary to complete the work in accordance with the Technical Specifications and Standard Drawings, as contained herein. Restoration of existing improvements, if needed, is also included in this item and for this unit price.

Payment to be made under:    Install Storm Drain Sump ..... per Each

- P. Install 6' by 6' Planter Box W/ Stone Veneer Siding: This item shall include all work in relation to installing a 6' by 6' planter box W/ Stone Veneer Siding. The cost of this item shall include all tools, equipment, labor, materials, machinery, and appurtenant work necessary to complete the work in accordance with the Technical Specifications and Standard Drawings, as contained herein. Restoration of existing improvements, if needed, is also included in this item and for this unit price

Payment to be made under: Install 6' by 6' Planter Box W/ Stone Veneer Siding  
..... Per Each

- Q. Install 4-Bay Silo: This item shall include all work in relation to installing a 4-bay concrete silo. The cost of this item shall include all excavation, removal of native material, leveling, clearing, grubbing, tools, equipment, labor, materials, machinery, and appurtenant work necessary to complete the work in accordance with the Technical Specifications and Standard Drawings, as contained herein. Restoration of existing improvements, if needed, is also included in this item and for this unit price

Payment to be made under: Install 4-Bay Silo ..... per Lump Sum

- R. Install Hard Wire on Bottom of Backstop (Centerfield): This item shall include all work in relation to installing a hard wire on the bottom of the backstop in Centerfield. The cost of this item shall include all tools, equipment, labor, materials, machinery, and appurtenant work necessary to complete the work in accordance with the Technical Specifications and Standard Drawings, as contained herein. Restoration of existing improvements, if needed, is also included in this item and for this unit price

Payment to be made under: Install Hard Wire on Bottom of Backstop (Centerfield)  
..... per Lump Sum

- S. Install Benches: This item shall include all work in relation to installing benches at the Centerfield field. The cost of this item shall include all tools, equipment, labor, materials, machinery, and appurtenant work necessary to complete the work in accordance with the Technical Specifications and Standard Drawings, as contained herein. Restoration of existing improvements, if needed, is also included in this item and for this unit price

Payment to be made under: Install Benches ..... Per Each

- T. Install Trench Drain: This item shall include all work in relation to installing Trench Drains. The cost of this item shall include all tools, equipment, labor, materials, machinery, and appurtenant work necessary to complete the work in accordance with the Technical Specifications and Standard Drawings, as contained herein. Restoration of existing improvements, if needed, is also included in this item and for this unit price

Payment to be made under: Install Trench Drain ..... Per Linear Foot

- U. Install 4" SDR-35 PVC Storm Drain Line: This item shall include all work in relation to installing 4" SDR-35 PVC Storm Drain Line. The cost of this item shall include all



tools, equipment, labor, materials, machinery, and appurtenant work necessary to complete the work in accordance with the Technical Specifications and Standard Drawings, as contained herein. Restoration of existing improvements, if needed, is also included in this item and for this unit price

Payment to be made under:    Install 4" SDR-35 PVC Storm Drain Line ..... Per Linear Foot

- V.    Construction Staking:    Ensign will provide construction staking at the price shown at the contractor's expense.    Staking shall include all locations and elevations for improvements. Contractor shall give Ensign 2 weeks' notice for staking.

Payment to be made under:    Construction Staking ..... Per Lump Sum

END OF SECTION 012000

**Technical Specifications**

No Changes

## **Drawings**

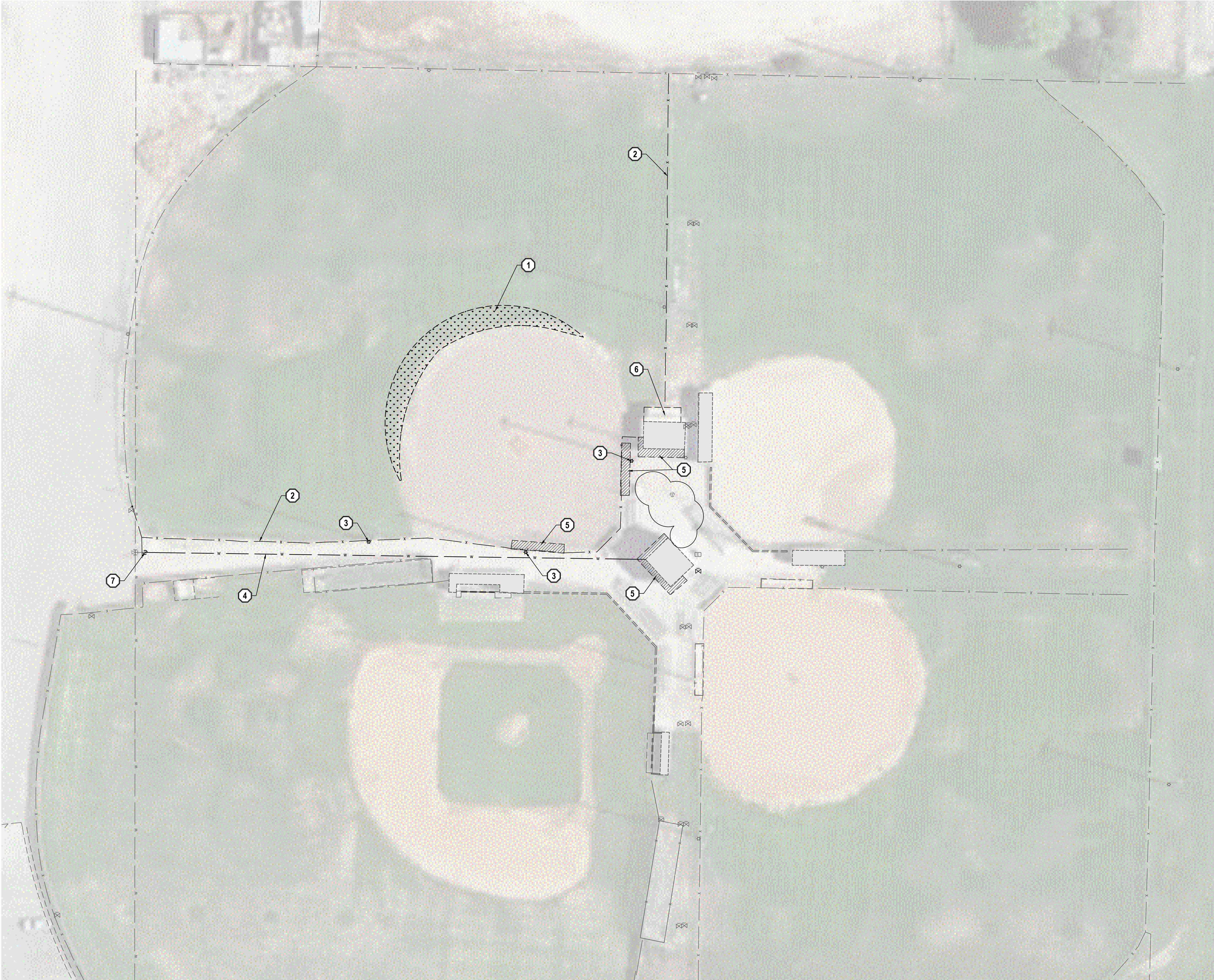
811

Know what's below.  
Call before you dig.

CALL BLUESTAKES  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE  
COMMENCEMENT OF ANY  
CONSTRUCTION.

BENCHMARK

NORTH QUARTER CORNER OF SECTION 21,  
TOWNSHIP 19 SOUTH, RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN  
  
ELEV = 5146.80'



- GENERAL NOTES
1.

ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2.

EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
3.

ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
4.

ALL CONSTRUCTION SIGNAGE, BARRICADES, TRAFFIC CONTROL DEVICES, ETC. SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. THE CONTRACTOR WILL MAINTAIN SUCH SO THAT THEY ARE PROPERLY PLACED AND VISIBLE AT ALL TIMES.
5.

SIDEWALKS AND CURBS DESIGNATED TO BE DEMOLISHED SHALL BE DEMOLISHED TO THE NEAREST EXPANSION JOINT, MATCHING THESE PLANS AS CLOSELY AS POSSIBLE.
6.

THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

- SCOPE OF WORK:
- PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- 1

REMOVE EXISTING GRASS AND REPLACE WITH FIELD DIRT BY OWNER
- 2

REMOVE AND PROPERLY DISPOSE OF EXISTING FENCE; TO BE DONE BY OWNER
- 3

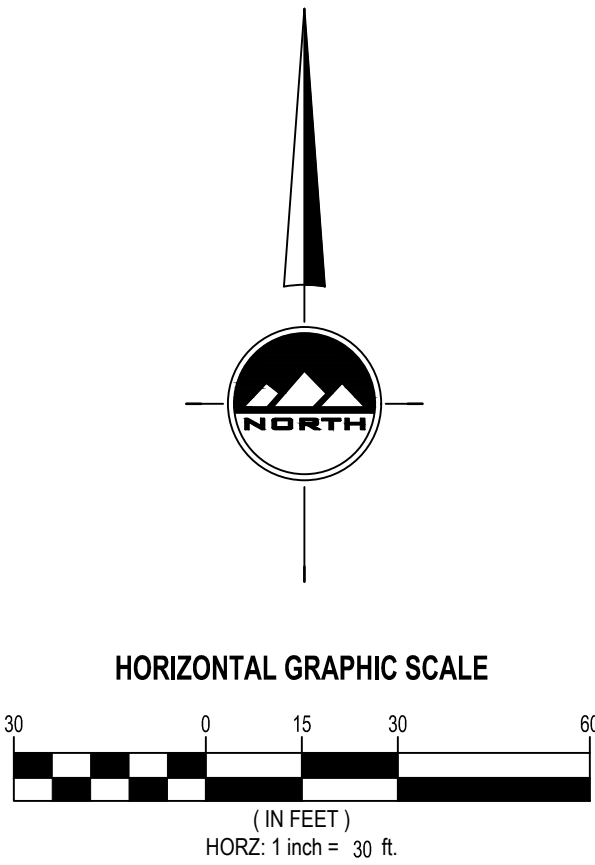
RELOCATE LIGHT POLE, ROCKY MOUNTAIN POWER
- 4

EXISTING WATERLINE TO BE ABANDONED IN PLACE.
- 5

REMOVE AND DISPOSE OF EXISTING CONCRETE; TO BE DONE BY OWNER
- 6

REMOVE AND DISPOSE OF EXISTING CONTAINER. TO BE DONE BY OWNER
- 7

RELOCATE WATER MANHOLE PER PLANS. TO BE DONE BY OWNER



EN SIGN

THE STANDARD IN ENGINEERING

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TOOELE  
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WWW.ENSIGNENG.COM

FOR:  
GUNNISON CITY  
38 WEST CENTER STREET  
GUNNISON, UTAH 84634  
CONTACT:  
MAYOR LORI NAY  
PHONE: 435-528-7969

GUNNISON CITY  
BASEBALL COMPLEX UPGRADES  
GUNNISON, UTAH

Kelly L. Chappell

160755822202

KELLY L.  
CHAPPELL

01/15/2020

STATE OF UTAH

NO.

DATE

REVISION

BY

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11-25-2020

ADDENDUM 1

KLC

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DEMOLITION PLAN

PROJECT NUMBER  
10082

PRINT DATE  
11/25/20

DRAWN BY  
B. HOFFMAN

CHECKED BY  
T. JEWKES

PROJECT MANAGER  
K. CHAPPELL

C-100



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BENCHMARK

NORTH QUARTER CORNER OF SECTION 21,  
TOWNSHIP 19 SOUTH, RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN  
  
ELEV = 5146.80'

GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.

2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.

3. ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS, AND DEBRIS, PLACEMENT OF SUBSURFACE DRAIN LINES AND GEOTEXTILE, AND OVEREXCAVATION OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.

4. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.

5. ELEVATIONS HAVE BEEN TRUNCATED FOR CLARITY. XXXX REPRESENTS AN ELEVATION OF 48XX.XX ON THESE PLANS.

6. LANDSCAPED AREAS REQUIRE SUBGRADE TO BE MAINTAINED AT A SPECIFIC ELEVATION BELOW FINISHED GRADE AND REQUIRE SUBGRADE TO BE PROPERLY PREPARED AND SCARIFIED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.

7. SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.

8. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.

9. ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.

10. ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED.

11. ALL FACILITIES WITH DOWNSPOUTS/ROOF DRAINS SHALL BE CONNECTED TO THE STORM DRAIN SYSTEM. SEE PLUMBING PLANS FOR DOWNSPOUT/ROOF DRAIN LOCATIONS AND SIZES. ALL ROOF DRAINS TO HAVE MINIMUM 1% SLOPE.

12. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.

13. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES OR PIPES.

14. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. STORM DRAIN SUMP PER DETAIL 1/C-600

2. STORM DRAIN SUM TO BE INSTALLED BY GUNNISON CITY

3. INSTALL 4\"/>

NORTH

HORIZONTAL GRAPHIC SCALE

300

0

15

30

60

( IN FEET )

HORZ: 1 inch = 30 ft.

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MAYOR LORI NAY  
PHONE: 435-528-7969

GUNNISON CITY

BASEBALL COMPLEX UPGRADES

GUNNISON, UTAH

LICENSED PROFESSIONAL ENGINEER

Kelly L. Chappell

18675582202

KELLY L. CHAPPELL

01/16/2020

STATE OF UTAH

NO. DATE REVISION BY

1 11-25-2020 ADDENDUM 1 KLC

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GRADING AND DRAINAGE PLAN

PROJECT NUMBER 10082 PRINT DATE 11/25/20

DRAWN BY B. HOFFMAN CHECKED BY T. JEWKES

PROJECT MANAGER K. CHAPPELL

C-300



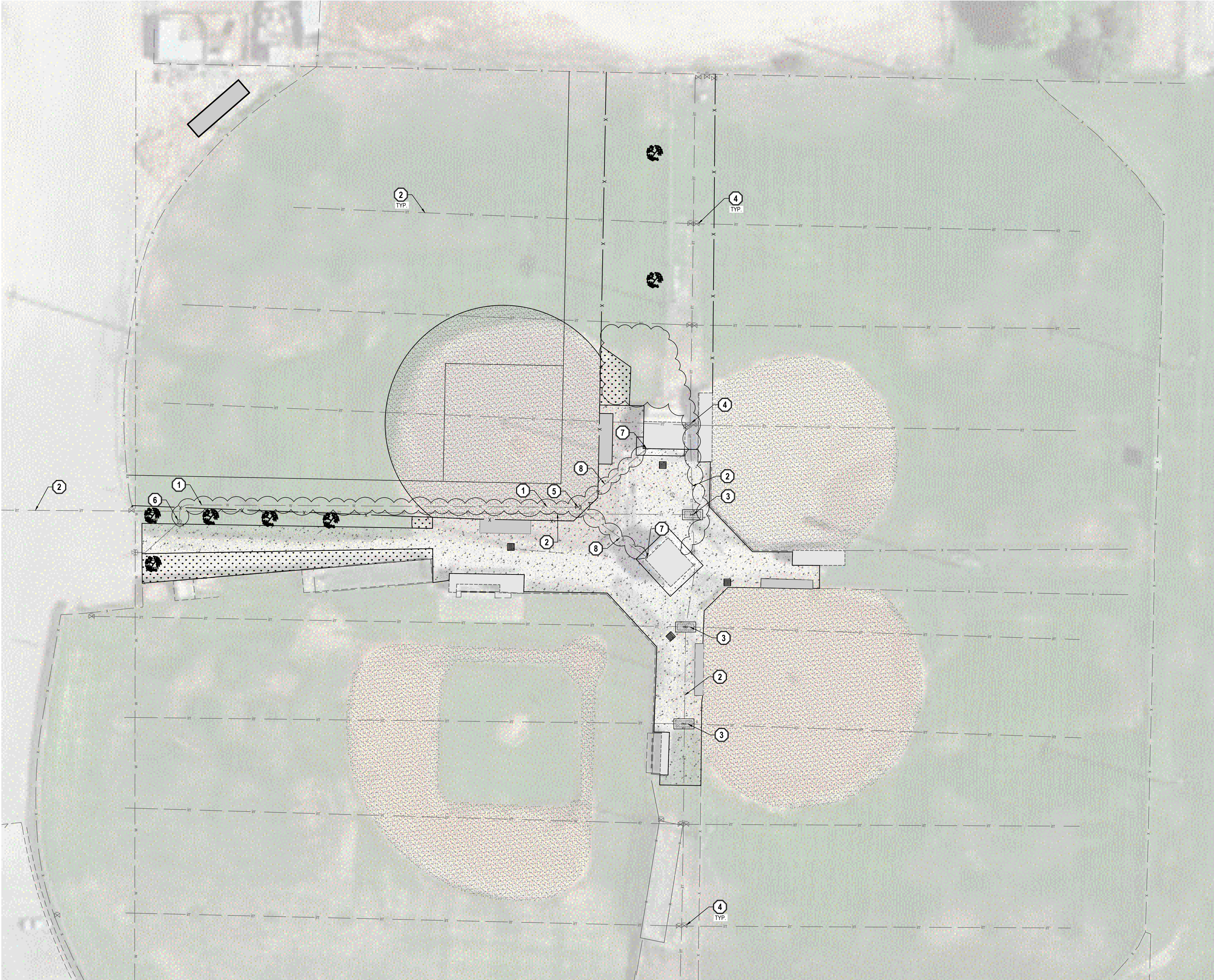
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BENCHMARK

NORTH QUARTER CORNER OF SECTION 21,  
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SALT LAKE BASE AND MERIDIAN  
  
ELEV = 5146.80'



GENERAL NOTES

- ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
- ALL SANITARY SEWER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY STANDARD PLANS AND SPECIFICATIONS.
- ALL WATER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
- DEFLECT OR LOOP ALL WATERLINES TO AVOID CONFLICTS WITH OTHER UTILITIES PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- PROJECT SHALL COMPLY WITH ALL UTAH DIVISION OF DRINKING WATER RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO BACKFLOW PROTECTION AND CROSS CONNECTION PREVENTION.
- THE CONTRACTOR IS TO COORDINATE ALL UTILITIES WITH MECHANICAL/PLUMBING PLANS.
- NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING UTILITY STRUCTURES OR PIPES.
- THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

SCOPE OF WORK:

- PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- INSTALL 2" 200 PSI POLY WATER LINE PER DETAIL 6/C-600 TO BE INSTALLED BY GUNNISON CITY
  - EXISTING IRRIGATION WATER LINE
  - PRE-CAST VAULT PER DETAIL 4/C-600
  - EXISTING IRRIGATION VALVE
  - 2" WYE PER DETAIL 5/C-600 TO BE INSTALLED BY GUNNISON CITY
  - WATER MAN HOLE TO BE RELOCATED BY GUNNISON CITY. SEE DETAIL 10/C-600
  - LOCATE EXISTING BUILDING PLUMBING AND CONNECT. TO BE DONE BY GUNNISON CITY.
  - 2" 200 PSI POLY WATER LINE W/ 4" SCHEDULE 40 STEEL CASING. TO BE INSTALLED BY GUNNISON CITY.

ENSGN

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RICHFIELD  
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CONTACT:  
MAYOR LORI NAY  
PHONE: 435-528-7969

GUNNISON CITY

BASEBALL COMPLEX UPGRADES

GUNNISON, UTAH

LICENSED PROFESSIONAL ENGINEER  
KELLY L. CHAPPELL  
160755822202  
01/26/2020  
STATE OF UTAH

NO. DATE REVISION BY

1 11-25-2020 ADDENDUM 1 KLC

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UTILITY PLAN

PROJECT NUMBER 10082 PRINT DATE 11/25/20

DRAWN BY B. HOFFMAN CHECKED BY T. JEWKES

PROJECT MANAGER K. CHAPPELL

C-400





CALL BLUESTAKES  
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## BENCHMARK

NORTH QUARTER CORNER OF SECTION 21,  
TOWNSHIP 19 SOUTH, RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN

ELEV = 5146.80



## GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
4. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
5. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
7. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC., UNLESS OTHERWISE NOTED ON THESE PLANS.

**SCOPE OF WORK:**

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

- 1 2" CONDUITS, CONDUIT TO BE BURIED AT A MINIMUM OF 24" BELOW NATURAL GROUND. CONDUIT PLACEMENT TO BE DETERMINED BY CITY.
- 2 CHANGE EXISTING IRRIGATION BOX TO POWER BOX. RESET POWER BOX.
- 3 RELOCATED LIGHT POLE POSITION.
- 4 STUB OUT POWER.
- 5 EXISTING LIGHT POLE LOCATION STUB CONDUIT 18" ABOVE GROUND AT LIGHT.
- 6 COORDINATE WITH GUNNISON CITY ON CONDUIT BEGINNING LOCATION.



**ENSIGN**  
THE STANDARD IN ENGINEERING

**RICHFIELD**  
225 N. 100 E.  
Richfield, UT 84701  
Phone: 435.896.2983

LAYTON  
Phone: 801.547.1100

TOOELE  
Phone: 435.843.3590

CEDAR CITY  
Phone: 435.865.1453

SALT LAKE CITY  
Phone: 801.255.0529

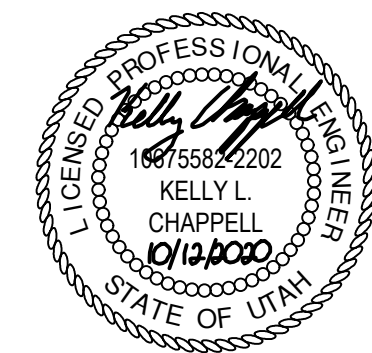
**WWW.ENSIGNENG.COM**

FOR:  
GUNNISON CITY  
38 WEST CENTER STREET  
GUNNISON, UTAH 84634

CONTACT:  
MAYOR LORI NAY  
PHONE: 435-528-7963

**GUNNISON CITY**  
**BASEBALL COMPLEX UPGRADES**

**GUNNISON, UTAH**

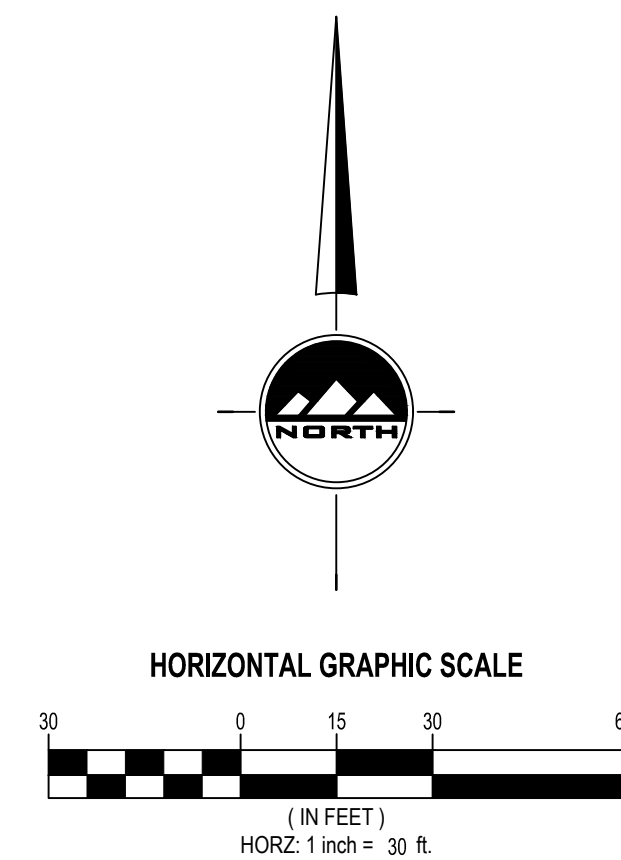


NO.	DATE	REVISION	BY
1	11-25-2020	ADDENDUM 1	KLO
2			
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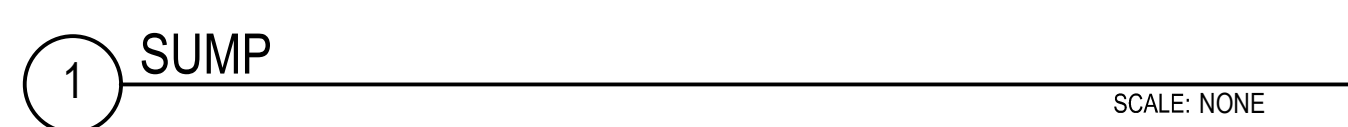
## ELECTRICAL PLAN

PROJECT NUMBER	PRINT DATE
10082	11/25/20
DRAWN BY	CHECKED BY
B. HOFFMAN	T. JEWES
PROJECT MANAGER	
K. CHAPPELL	

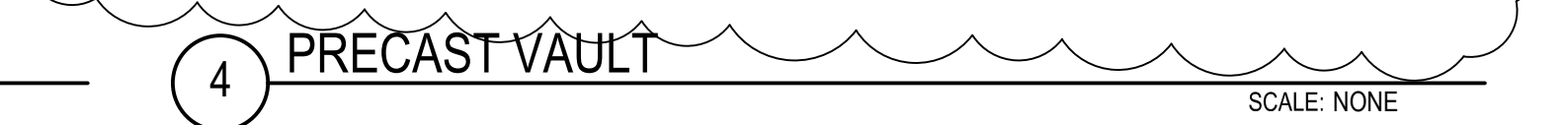
# C-500







- 2 CONCRETE PAVEMENT SECTION



- | MINIMUM BEARING AREA IN SQUARE FEET -150 PSI WORKING |                                     |       |    |      |       |
|--|-------------------------------------|-------|----|------|-------|
| PIPE SIZE<br>(IN.)                                   | REDUCER,<br>TEE, VALVE,<br>DEAD END | BENDS |    |      |       |
|  |                                     | 90    | 45 | 22.5 | 11.25 |
| 4  | 4                                   | 4     | 4  | 4    | 4     |
| 6  | 5                                   | 6     | 4  | 4    | 4     |
| 8  | 8                                   | 11    | 6  | 4    | 4     |
| 10   | 12                                  | 17    | 9  | 5    | 4     |
| 12   | 17                                  | 24    | 14 | 7    | 4     |
| 14   | 24                                  | 33    | 18 | 9    | 5     |
| 16   | 31                                  | 43    | 24 | 12   | 6     |
| 18   | 40                                  | 55    | 32 | 16   | 8     |
| 24   | 70                                  | 98    | 53 | 27   | 14    |

