MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
http://purchasing.utah.gov

Invitation to Bid

Solicitation Number: **PM5035**

Due Date: **10/26/04 at 2:00 pm**

Date Sent: September 28, 2004

.

Goods and services to be **Removal action of the Portland Cement unlisted sites #1 and #5**

Please complete

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type ☐ Corporation ☐ Partnership ☐ Proprietorship Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		

The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. Please review all documents carefully before completing.

The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____

Offeror's Authorized Representative's Signature	Date
Type or Print Name	Position or Title

STATE OF UTAH
DIVISION OF PURCHASING

Invitation to Bid

Solicitation Number: **PM5035**

Due Date: **10/26/04**

Vendor Name:

Description
Bids are sought for the construction of the removal action consisting of the removal and disposal of cement kiln dust, debris and Cr-bearing brick spread over approximately 16 acres of private property located at Site #1 in Salt Lake City, Utah and approximately 15 acres of private property located at site #5 in North Salt Lake City, Utah. This removal action is to be completed in accordance with this Invitation for Bids, and any Addenda issued prior to receipt of bids. A complete description of Work is set forth in this Invitation for Bids. The Bidder's attention is specifically directed to the Technical Specifications and Contract Drawings. The information contained therein supersedes any conflicting information previously presented. This entire Invitation for Bids must be reviewed for a complete description of the project and its requirements. Bids must include all expenses to complete the Work. Any Modification to this procurement effort shall be made in writing by addendum issued by the State Division of Purchasing. Only authorized and properly issued addenda shall constitute the official position of the State and shall be binding. Anyone submitting a response to this solicitation, with basis in or on other communication or information received from sources other than through official addendum, assumes full risk including the possibility of a determination of non-responsiveness and may be rejected at the sole discretion of the State. A mandatory tour of the sites and pre-bid meeting will be given by UDEQ and the engineer, for the purpose of inspection by Bidders and their subcontractors, commencing at 8:00 am and lasting until noon, October 19, 2004. Bidders will be limited to three representatives on the tour. A pre bid meeting consisting of a two hour question and answer period will be held beginning at 1:30 pm in the conference room, Room 201 of UDEQ, 168 North 1950 West, Salt Lake City, Utah. **Failure of Bidders to attend the tour will result in a rejection of the Bid.** All Bidders attending the tour shall meet at the offices of UDEQ at 168 North 1950 West, Salt Lake City, Utah at 8:00 am, October 19, 2004 and we will proceed to each site from there. A hardcopy of the Project Manual & Plans may be obtained from the Division of Purchasing for $100.00. Checks may be made payable to State of Utah Division of Purchasing. A 10% bid bond will be required at the time of bid submittal. And a 100% performance/payment bond will be required of the successful bidder. Please complete a bond statement and submit along with your bid. You must be a licensed contractor in the state of Utah to bid this project. Please complete a constructions trade licensing requirements form and submit along with your bid.
For questions regarding the Specifications or Scope of the work, please contact Bob O'Brien at 536-4166. For questions regarding the Bid Processing, please contact Paul Mash at 538-3138. ****** Ref RX 480 54000000002

FREIGHT CHARGES (if applicable)

SHIPPING POINT AND ZIP CODE	
QSHIPPING WEIGHT	
MODE OF TRANSPORTATION (Please check one) **Q** Small package/Ground **Q** LTL(Less than truck load) NMFC Class# _____ NMFC Item #_____ **Q** Truckload **Q** Air **Q** Other (Please specify)	
TOTAL PRICE LESS FREIGHT (FOB Origin)	$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	$

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. BID PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. SUBMITTING THE BID: (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must to be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

5. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

6. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

7. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

8. AWARD OF CONTRACT: (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.

2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.

4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.

6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.

7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.

11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable

for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.

19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.

20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.

22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.

23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

24. **PROCUREMENT ETHICS**: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).

25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

Portland Cement Co. (Unlisted Sites 1 & 5)
Salt Lake City, Utah

PROJECT MANUAL
FOR THE CONSTRUCTION OF THE
PORTLAND CEMENT CO. (Unlisted Sites 1 and 5)
REMOVAL ACTION

September 2004

State of Utah
Department of Environmental Quality
Division of Environmental Response
and Remediation
Requisition No. 54000000002

URS

UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY
INVITATION FOR BIDS FOR CONSTRUCTION OF THE PORTLAND CEMENT CO. UNLISTED SITES #1 AND #5 REMOVAL ACTION

This Invitation for Bids is for all qualified bidders in a one-step bidding process described in Utah Admin. Code r33-3-114. The Utah Department of Environmental Quality ("UDEQ") is inviting bidders to participate in competitive sealed bidding for a Contract to be awarded for the removal action of the Portland Cement unlisted sites #1 and #5.

INSTRUCTIONS TO BIDDERS

1. DESCRIPTION OF THE WORK. Bids are sought for the construction of the removal action consisting of removal and disposal of cement kiln dust, debris and Cr-bearing brick spread over approximately 16 acres of private property located at Site #1 in Salt Lake City, Utah, and approximately 15 acres of private property located at Site #5 in North Salt Lake City, Utah. This removal action is to be completed in accordance with this Invitation for Bids, and any Addenda issued prior to receipt of bids. A complete description of Work is set forth in this Invitation for Bids. The Bidder's attention is specifically directed to the Technical Specifications and Contract Drawings. The information contained therein supersedes any conflicting information previously presented. This entire Invitation for Bids must be reviewed for a complete description of the project and its requirements. Bids must include all expenses necessary to complete the Work.

2. DEFINTIONS. In addition to the definitions set forth in the Contract Documents, the following definitions shall apply.

Addenda or **Amendments to Invitation for Bids** are written or graphic instruments issued by the State of Utah, Division of Purchasing, prior to the opening of bids. The Addenda shall correct defects or ambiguities or furnish to other bidders information given to one bidder if such information will assist the other bidders in submitting bids or if the lack of such information would be inequitable to other bidders. Addenda shall be distributed within a reasonable time in writing, or otherwise by Fax or telephone. Receipt of addenda shall be confirmed by the bidder on Bid Form (BF-3), "Acknowledgement of Receipt of Addenda."

Any addition, deletion, change, explanation, interpretation or correction of the Contract Documents will be issued by the State of Utah, Division of Purchasing in writing in the form of an Addendum, which shall be the only means considered binding. All Addenda shall become a part of the Contract Documents. Copies of each Addendum will be sent to all Bidders who are issued an Invitation for Bid and will be on file with the Utah State Division of Purchasing and UDEQ. Addendum Drawings and Specifications will be issued in the same numerical basis as the original Drawings and Specifications.

Bid is the total price bid stated in the Bid Form under which the Bidder offers to perform the Work described in the Contract Documents.

A **Bidder** is one who submits a Bid or is eligible to submit a Bid for the prime contract with UDEQ for the Work.

Invitation for Bids means all documents, whether attached or incorporated by reference or described in the Contract Documents that are utilized for soliciting bids, including but not limited to the Contract, the Technical Specifications and the Drawings.

A **Unit Price** is an amount stated in the Bid Form (BF-6) as a price per unit of measurement. A Unit Price, when extended by multiplying it by the Approximate Quantity, establishes the total for that bid item. The addition of all bid items establishes the TOTAL PRICE BID. Upon successful award of the Contract, the TOTAL PRICE BID becomes the CONTRACT FIXED PRICE.

3. BID DOCUMENTS. The Bid Documents have been provided with this Invitation for Bids, including:

A. Instructions to Bidder,
B. One (1) copy of Bid Forms (BF-1 through BF-16)
C. One (1) copy of the Contract between UDEQ and Contractor,
D. One (1) copy of the Removal Action Technical Specifications,
E. One (1) black-lined set of the Removal Action Drawings at half scale,
F. One (1) Compact Disk in pdf format of all of the above documents and Removal Drawings at full scale.

Complete sets of the Bid Documents shall be used in preparing Bids. Neither UDEQ nor the Engineer (URS Consultants, Inc.) assumes any responsibility for errors or misinterpretations resulting from the use of incomplete set of the Bid Documents. Copies of the Bid Documents are available only for the purpose of obtaining Bids and not to confer a license or grant on any Bidder for any other use.

4. BID DEPOSIT. Bids shall be accompanied by a cashier's check or a certified check or an approved bid bond in the amount of 10% of the Bidders Total Price Bid and made payable to the order of State of Utah Division of Purchasing. Any bid bond submitted must be provided on the Bid Bond form included in the Bid Form attached hereto as BF-4. Any Bid Bond submitted must be issued by a surety licensed to do business in the State of Utah and listed in the U.S. Department of Treasury Circular 570, Companies Holding Certificates of Fidelity as Acceptable Sureties on Federal Bonds and as Acceptable Reissuing Companies. The period of the Bid Bond must be fore not less than ninety (90) calendar days from the date and time of the bid opening.

5. ELIGIBLE BIDDERS. Bidders are eligible to submit a bid if they can meet all of the conditions set forth in the Bid Documents and if they are a responsible entity doing business in the State of Utah.

6. BID FORM. Each Bidder shall submit a fully executed Total Price Bid for the Removal Action on the Bid Form attached hereto. All pages of the Bid Form (pages BF-1 through BF-16) are to be completed and submitted by the Bidder.

All blanks on the Form shall be completed, typewritten or in ink. Any interlineation, alteration, or erasure must be initialed by the signer of the Bid. The Bidder shall make no additional stipulations on the Bid Form or qualify its Bid in any other manner.

Each Bidder shall submit only one Bid. Multiple Bids will not be accepted and will result in the rejection of all Bids submitted by the Bidder.

7. SUBMISSION. Bids must be delivered by 2:00 p.m. Mountain Daylight Time (M.D.T.) on October 26, 2004 to the State of Utah, Division of Purchasing Receptionist, Room 3150, State Office Building, Salt Lake City, Utah 84114.

DO NOT SUBMIT BIDS TO UDEQ OFFICES.

Bids shall be sealed in an opaque enveloped marked:

Total Price Bid
Utah Department of Environmental Quality
Portland Cement Unlisted Sites #1 and #5
Requisition No. 54000000002

The Bidder's name, address, and Contractor's License Number shall appear on the face of the envelope. Any Bid received at the Division of Purchasing after the exact time specified for receipt will not be considered and will be returned to the Bidder unopened.

If the Bidder is a corporation, the Bidder shall complete the Corporate Acknowledgment Form attached to the Bid Form (page BF-8) and shall submit it with the Bid.

If the Bidder is a partnership or joint venture, all partners or joint ventures shall execute the Bid, unless one general partner or join venture has been authorized to sign for the partnership or joint venture, in which case, evidence of such authority satisfactory to UDEQ shall be submitted with the Bid.

8. WITHDRAWAL OF BID. A Bidder may withdraw its Bid by a written direction or telegraphic notice received by the State of Utah, Division of Purchasing before 2:00 p.m. M.D.T. October 26, 2004. No Bidder shall withdraw or cancel its Bid for a period of ninety (90) calendar days after 2:00 pm. M.D.T. October 26, 2004.

9. MISTAKE IN BIDS. Mistake in bids shall be governed by Utah Admin. Code, R33-3.

10. CONFIDENTIAL DATA. After bids have been opened, they shall be available for public inspection.

11. INTERPRETATIONS. Any question or request for explanation, interpretation or correction with respect to the Bid Documents or Invitation for Bids shall be directed in writing to Mark Day, URS Corporation, 756 East Winchester, Suite 400, Salt Lake City, Utah 84107,

telephone no: (801) 904-4000; Fax (801) 904-4100, not later than the close of business the day following the pre bid meeting. Bidders are required to submit any questions in writing, via fax, so that timely and considered responses may be made by UDEQ.

12. EXAMINATION OF SITES AND DOCUMENTS. Each Bidder, before submitting a Bid, must visit the Sites and familiarize itself with the Sites, the scope of work, and with all conditions that will be encountered in performing the Work.

Failure to perceive local conditions will not be accepted as cause for granting extra time or an adjustment in the Total Bid Price or for failure to perform any or all of the work included in the Contract Documents in accordance with requirements set therein.

The entire Removal Action Sites include privately owned properties on which Bidders and subcontractors have no right to trespass unless accompanied by a representative from UDEQ or the Engineer under a consent to access. A mandatory tour of the Sites and pre bid meeting will be given by UDEQ and the Engineer, for the purpose of inspection by Bidders and their subcontractors, commencing at 8:00 a.m. and lasting until noon, October 19, 2004. Bidders will be limited to three representatives on the tour. A pre bid meeting consisting of a two hour question and answer period will be held beginning at 1:30 p.m. in the conference room, Room 201 of UDEQ, 168 North 1950 West, Salt Lake City, Utah. **Failure of Bidders to attend the tour will result in a rejection of the Bid.** All Bidders attending the tour shall meet at the offices of UDEQ at 168 North 1950 West, Salt Lake City, Utah at 8 a.m. October 19, 2004 and we will proceed to each site from there.

By submitting a Bid, the Bidder represents that it has examined, read and familiarized itself with the requirements of the contract Documents and the conditions governing the Work.

The Bid Form is to conform to the Removal Action Drawings and Specifications without deviation.

13. SPECIFIC CONRACT MATTERS. The Contract terms and conditions, including warranty and bonding requirements, inspection and acceptance requirements, and a description of the work is set forth in the Contract Documents which are incorporated as fully set forth herein. The fundamental requirements of the Contract Documents will not be varied in principle. Attention is specifically directed to Contract requirements relating to the following:

(A) Schedule.

The Contract Documents require the Contractor to complete the Work in calendar days form NTP. The Total Price Bid is to include necessary premium time, shift work, additional days required, procedures and similar matters in order for the Bidder to perform the Work on or before the completion date based on the calendar days specified in the Contract Documents. Bidders shall include in the Bid all costs for appropriate arrangements with any and all subcontractor necessary to complete all of the Work in a timely fashion.

(B) Unit Price.

Payment will be made for the actual quantities of work performed and accepted at the Contract unit price bid. The Method of Measurement and Payment appears in Bid Form (BF6A-6F). The contractor shall be paid in accordance with the Method of Measurement and Payment. Bidder shall submit a balanced bid as each bid item may be increased, decreased or eliminated by Change Order.

(C) Labor practices

The Unit Price bid must be sufficient to comply with the labor provisions included in the Contract as Attachment B, Exhibit "H". The Davis-Bacon wage rates included in Attachment B, Exhibit "H" of the Contract apply.

(D) MBE/WBE.

The Minority Business Enterprise (MBE), and Women Business Enterprise (WBE) fairshare goals for this project are MBE 4% and WBE 2%.

(E) Model clauses.

The Contract will be funded by the United States Environmental Protection Agency and in part by the State of Utah; therefore the regulations contained in 40 CFR Part 35, Subpart "O" and the clauses derived from 40 CFR Section 35.6595, apply together with clauses addressed in Utah Code Ann., Section 63-56-40. Neither the State model construction contract clauses in Utah Admin. Code $23-1-7 nor the Federal model contract clauses in 40 CFR 33.1030 are incorporated verbatim in the Contract. Instead, the Federal model contract causes and the State model construction contract clauses have been modified and combined. In case of a conflict, the Federal provision shall prevail.

(F) Subcontracts.

The Contract restricts the amount of the Work that can be subcontracted to 49% of the Total Price Bid excluding the value of those bid items pertaining to the transportation and disposal of CKD and debris, or Cr- Bearing brick. The Bid Form (BF-7) includes a listing for subcontractors and the work to be assigned to each and its approximate value. Subcontracting to other than the listed subcontractors will require the prior written approval of UDEQ.

(G) Certifications.

Attachment A includes a number of certifications required by the Contract which are to be submitted with the bid proposal. Each of the certifications is to be completed and submitted as a requirement of the bid. Any bid lacking such certifications will be rejected as non-responsive. The certifications will become a part of the signed contract agreement between UDEQ and the successful Bidder and this entire Bid Form shall be made Attachment "A" to the Agreement. The Bidder must apprise UDEQ of any changes to the submitted certifications prior to signing an Agreement with UDEQ.

14. CONSIDERATION OF BIDS. Bids will be publicly opened by the Utah Division of Purchasing after 2:00 p.m. October 26, 2004 and recorded. Any or all bids, may be rejected in accordance with applicable State and Federal law. The award of the Contract is contingent upon the availability of federal funding. UDEQ may terminate the bidding process at any time if appropriate funding is not available for any other reason. Bidders engage in the bidding process at their own risk, with no assurance that the Contract will definitely be awarded to anyone. The Procurement Officer may excuse informalities in the bids and bidding in accordance with Rule 22 of the Utah Admin. Code.

15. AWARD OF CONTRACT. The Contract will be awarded to the lowest responsible and responsive Bidder who submits the lowest Total Contract Price Bid or all Bids will be rejected within ninety (90) calendar days from the date of opening of the bids, unless the date of award is extended with the concurrence of the Bidder.

However, the Contract between UDEQ and the Contractor shall not be in force and effect until signed by all of the required signatories.

16. POST-AWARD REQUIREMENTS. Within five (5) working days after notice of award, the successful Bidder shall furnish certificates of insurance as required in the Contract. Within fifteen (15) working days after notice of award, the successful Bidder shall furnish acceptable 100% performance and payment bond forms meeting the requirements of the Contract Documents. Once the contract is signed, the 100% performance and payment bonds shall be resubmitted showing all signatures, and correct dates. Only after all post-award documents have been submitted and approved by UDEQ will a Notice-to-Proceed (NTP) be issued.

In the event that the successful Bidder fails to furnish performance and payment bonds and certificates of insurance within the required period, UDEQ may cancel the notice of award and make the award to the next lowest responsible and responsive Bidder and retain the Bid Deposit of the canceled Bidder as liquidated damages.

17. RETURN OF BIDDING DOCUMENTS. Bidders shall return all Contract Documents to UDEQ within ten (10) days after award of the Contract. After the Contract Documents have been executed by the parties, the Bid Deposit shall be returned to all Bidders subject to paragraph 16, above. The Bid document fee is non-refundable.

18. ATTACHMENTS. As required by 40 CFR § 33.420, copies of 40 CFR § 33.295, are attached to these instructions.

§33.295 Subagreements awarded by a contractor.

A contractor must comply with the following provisions in its award of subagreements. (This section does not apply to a supplier's procurement of materials to produce equipment, materials and catalog, off-the-shelf, or manufactured items.)

(a) 40 CFR part 32 (Debarment and Suspension Under EPA Assistance Programs):

(b) The limitation on subagreement award in §33.220(a) (1) through (5)

(c) The profit requirements in §22.325

(d) The requirements for small, minority women's and labor surplus area businesses in §33.240;

(e) The specification requirements of §33.255;

(f) The requirements of subpart C of this part, if appropriate;

(g) The Federal cost principles in §33.275;

(h) The prohibited types of subagreements in §33.285;

(i) The cost and price considerations in §33.290, and

(j) The applicable subagreement provisions in subpart F of this part.

Subpart E- (Reserved)

Subpart F- Subagreemnt Provisions

§33.1005 Applicability and scope of this subpart.

(a) This subpart applies to all EPA recipients and describes the minimum content of each subagreement (contract and subcontract).

(b) Nothing in this subpart prohibits a recipient from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party to a subagreement.

§33.1010 Requirements for subagreement clauses.

Recipients shall include clauses that meet the requirements of §33.1015 through §33.1021 and the appropriate clauses in §33.1030, in each procurement subagreement.

§33.1015 Subagreement provisions clause.

Each subagreement must include provisions defining a sound and complete agreement, including the:

(a) Nature, scope, and extent of work to be performed;

(b) Timeframe for performance;

(c) Total cost of the subagreement; and

(d) Payment provisions.

§33.1016 Labor standard provisions.

(This clause applies only when required by statute.) Recipients shall include a copy of EPA Form 5720-4 "Labor Standards Provisions for Federally Assisted Construction Contracts" in each subagreement for construction (as defined by the Secretary of Labor). The form contains the Davis-Bacon Act requirements (40 U.S.C. 276a-276a-7); the Copeland Regulations (29 CFR part 3); the Contract Work Hours and Safety Standards Act-Overtime Compensation (940 U.S.C. 327-333) and the nondiscrimination provision in Executive Order 11246, as amended.

[48 FR 12926, Mar. 28, 1983, 49 FR 30365, July 1, 1983]

§33,1019 Patents data and copyright clause.

Except for construction grant subagreements, all subagreements shall include notice of EPA requirements and regulations pertaining to reporting and patent rights under any subagreement involving research, developmental, experimental or demonstration work with respect to any discovery or invention which arises or is developed in the conduct of work under a subagreement. This notice shall also include EPA requirements and regulations pertaining to copyrights and rights in data contained in 40 CFR part 30.

§33.1020 Violating facilities clause.

Subagreements in excess of $100,000 shall contain a provision which requires contractor compliance with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and EPA regulations (40 CFR part 15) which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

§33.1021 [Reserved]

§33.1030 Model subagreement clauses.

Recipients must include, when appropriate, the following clauses or their equivalent in each subagreement. Recipients may substitute other terms for “recipient” and “contractor” in their subagreements.

1. SUPERSESSION

The recipient and the contractor agree that this and other appropriate clauses in 40 CFR 33.1030 apply to that work eligible for EPA assistance to be performed under this subagreement and that theses clauses supersede any conflicting provisions of this subagreement.

2. PRIVITY OF SUBAGREEMENT

This subagreement is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this subagreement or any lower tier subagreement. This subagreement is subject to regulations contained in 40 CFR part 33 in effect on the date of the assistance award for this project.

3. SUSPENSION OF WORK

The following clause applies only to construction subagreements.

(a) The recipient may order the contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the recipient may determine to be appropriate for the convenience of the recipient.

(b) If the performance of all or nay part of the work is suspended, delayed or interrupted for an unreasonable period of time by an act of the recipient in administration of this subagreement, or by the recipient’s failure to act within the time specified in this subagreement (or is no time specified, within a reasonable time), the recipient shall make an adjustment for any increase in the cost of performance of this

subagreement (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and modify the subagreement in writing. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent (1) that performance would have been so suspended, delayed or interrupted by any other clause, including the fault or negligence of the contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this subagreement.

(c) No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the contractor notified the recipient in writing of the act, or failure to act, involved (this requirement does not apply to a claim resulting from a suspension order), and (2) unless the amount claimed is asserted in writing as soon as practicable after the termination of such suspension, delay or interruption, but not later that the date of final payment under the subagreement.

4. TERMINATION

(a) This subagreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this subagreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (100 calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

(b) This subagreement may be terminated in whole or in part in writing by the recipient for its convenience, provided that the contractor is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

(c) If termination for default is effected by the recipient, an equitable adjustment in the price provided for in this subagreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or to her work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the recipient because of the contractor's default. If termination for default is effected by the contractor, or if termination for convenience is effected by the recipient, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the contractor for services rendered and expenses incurred by the contractor relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the recipient all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the contractor in performing this subagreement, whether completed or in process.

(e) Upon termination under

paragraphs (a) or (b) above, the recipient may take over the work and may award another party a subagreement to complete the work under this subagreement.

(f) If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the subagreement price shall be made as provided in paragraph (c) of this clause.

5. REMEDIES

Unless otherwise provided in this subagreement , all claims, counter-claims, disputes and other matters in question between the recipient and the contractor arising out of, or relating to, this subagreement or breach of it will be decided by arbitration of the parties mutually agree or in a court of competent jurisdiction within the State in which the recipient is located.

6. AUDIT; ACCESS TO RECORDS

(a) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this subagreement in accordance with generally accepted accounting principles and practices consistently applied, and 40 CFR part 30 in effect on the date of execution of this subagreement. The contractor shall also maintain the financial information and data used in the preparation or support of the cost submission required under 40 CFR 33.290 for any negotiated subagreement or change order and a copy of the cost summary submitted to the recipient. The United States Environmental Protection Agency , the Comptroller General of the United States, the United States Department of Labor, the recipient, and (the state) or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The contractor will provide proper facilities for such access and inspection.

(b) If this is a formally advertised, competitively awarded, fixed price subagreement, the contractor agrees to make paragraphs (a) through (g) of this clause applicable to all negotiated change orders and subagreement amendments affecting the subagreement price. In this case of all types of prime subagreements, the contractor agrees to make paragraphs (a) through (g) applicable to all subagreements he awards in excess of $10,000, at any tier, and to make paragraphs (a) through (g) of this clause applicable to all change orders directly related to project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

(d) The contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

(e) Records under paragraphs (a) and (b) above shall be maintained by the contractor during performance on EPA assisted work under this subagreement and for the time periods specified in 40 CFR part 30. In addition, those records which relate to any controversy arising

under an EPA assistance agreement, litigation, the settlement of costs or items to which an audit exception has been taken shall be maintained by the contractor for the time periods specified in 40 CFR part 30.

(f) Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

(g) This right of access clause applies to financial records pertaining to all subagreements (except formally advertised, competitively awarded, fixed price subagreements) and all subagreement change orders regardless of the type of subagreement, and all subagreement amendments regardless of the type of subagreement. In addition, this right of access applies to all records pertaining to all subagreeements, subagreement change orders and subagreement amendments:

(1) To the extent the records pertain directly to subagreement performance;

(2) If there is nay indication that fraud, gross abuse or corrupt practices may be involved; or

(3) If the subagreement is terminated for default or for convenience.

7. COVENANT AGAINST CONTINGENT FEES

The contractor assures that no person or selling agency has been employed or retained to solicit or secure this subagreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee excepting bona fide employees or agencies maintained by the contractor for the purpose of securing business. For breach or violation of this assurance, the recipient shall have the right to annul this agreement without liability or, as its discretion, to deduct from the subagreement price or consideration, or otherwise recover with full amount of such commission, percentage, brokerage or contingent fee.

8. GRATUITIES

(a) If the recipient finds after a notice and hearing that the contractor or any of the contractor’s agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the recipient, the State or EPA in an attempt to secure a subagreemnet or favorable treatment in awarding, amending or making any determinations related to the performance of this subagreement, the recipient may, by written notice to the contractor, terminate this subagreement. The recipient may also pursue other rights and remedies that the law or this subagreement provides. However, the existence of the facts on which the recipient bases such findings shall be in issue and may be reviewed in proceeding under the Remedies clause of this agreement.

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

9. RESPONSIBILITY OF THE CONTRACTOR

(a) The following clause applies only to subagreements for services. (1) The contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services furnished by the contractor under this subagreement. If the subagrement involves environmental measurements or data generation, the contractor shall comply with EPA quality assurance requirements in 40 CFR 30.503. The contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.

(2) The contractor shall perform the professional services necessary to accomplish the work specified in this subagreement in accordance with this subagreement and applicable EPA requirements in effect on the date of execution of the assistance agreement for this project.

(3) The owner's or EPA's approval of drawings, designs, specifications, reports and incidental work or materials furnished here-under shall not in any way relieve the contractor of responsibility for the technical adequacy of his work. Neither the owner's nor EPA's review, approval, acceptance or payment for any of the services shall be construed as a waiver of any rights under this agreement or of any cause for action arising out of the performance of this subagreement.

(4) The contractor shall be, and shall remain liable in accordance with applicable law for all damages to the owner or EPA caused by the contractor's negligent performance of any of the services furnished under this subagreement, except for errors, omissions or other deficiencies to the extent attributable to the owner, owner-furnished data or any third party. The contractor shall not be responsible for any time delays in the project caused by circumstances beyond the contractor's control.

(5) The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this subagreement or State law and in no way diminish any other rights that the owner may have against the contractor for faulty materials, equipment or work.

(b) *The following clause applies only to subagreements for construction.* (1) The contractor agrees to perform all work under this subagreement in accordance with this agreement's designs, drawings and specifications.

(2) The contractor guarantees for a period of at least one (1) year form the date of substantial completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs of any damage to other parts of the system resulting from such defects. The owner shall promptly give notice to the contractor of observed defects. In the event that the contractor fails to make adjustments, repairs, corrections or other work made necessary by such defects, the owner may do so and charge the contractor the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

(3) The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this subagreement or State law and in no way diminish any other rights that the owner may have against the contractor for faulty materials, equipment or work.

10. FINAL PAYMENT

Upon satisfactory completion of the work performed under this subagreement, as a condition before final payment under this subagreement or as a termination settlement under this subagreement, the contractor shall execute and deliver to the owner a rising under, or by virtue of this subagreement, except claims which are specifically exempted by the contractor to be in this subagremeent, exempted by the contractor to be set forth herein. Unless otherwise provided in this subagreement, by State law or otherwise expressly agreed to be the parties to this subagreement, final payment under this subagremenet, or settlement upon termination of this subagrement shall not constitute a waiver of the owner's claims against the contractor or his sureties under this subagreement or applicable performance and payment bonds.

[48 FR 12926 Mar. 28, 1983; 48 FR 30365, July 1, 1983, as amended at 53 FR 8077, Mar. 11, 1988]

Subpart G-Protests

§33.1105 Applicability and scope of this subpart.

This subpart sets for the EPA's administrative process for the rapid resolution of protest appeals filed with the award official.

§33.1110 Recipient protest procedures.

(a) Recipients must establish their own procedures for prompt consideration of initial protest's concerning their solicitation or subagreement awards. A "protest" is a written complaint concerning the recipient's solicitation or award of a subagreement. It must be filed with the recipient by a party with a direct financial interest adversely affected by a recipient's procurement action (see §33.1120 "Review of protest appeal").

(b) The recipient should review each protest received to determine whether it is appropriate to defer the protested procurement action.

(c) If the recipient does not defer the procurement action, it assumes the risk that the award official may disallow the cost of the protested procurement action if the protest appeal is upheld.

[48FR 12926, Mar. 28, 1983; 48 FR 30365, July 1, 1983]

§33.1115 Protest appeal.

(a) A party with a financial interest which is adversely affected by the recipient's decision on the initial protest may file a "protest appeal" with the award official.

(b) A "protest appeal" is a written complaint filed with the award official regarding the recipient's determination of a protest.

§33.1120 Limitation on protest appeals.

(a) The award official shall not accept a protest appeal until the protester

has exhausted all administrative remedies at the recipient level.

(b) A protest appeal is limited to the following:

(1) Issues arising under the procurement of this part, or

(2) Alleged violations of State or local law or ordinances where the award official determines that there is an overriding Federal requirement.

(c) A recipient of a lower tier subagreement (subcontract) may only file a protest appeal for issues which relate to the award of a subagreement by a contractor (see §33.295 Subagreements awarded by a contractor")

§33.1125 Filing requirements.

(a) Protest appeals must be filed with the Assistant General Counsel for Grants for headquarters-awarded assistance agreements and with the Office of Regional Counsel for regionally awarded assistance agreements.

(b) A protest appeal must:

(1) Be written;

(2) Include a copy of the recipient's determination of the protest;

(3) State the basis for the appeal; and

(4) Request a determination under this subpart.

(c) Upon filing a protest appeal with the Regional Counsel or Assistant General Counsel for Grants, as appropriate, the party filing the protest appeal must concurrently transmit a copy of all protest documents and any attachments to all other parties with a direct financial interest which may be adversely affected by the determination of the protest appeal.

(d) The award official will only consider written protest appeals received by the appropriate Counsel's office within seven calendar days after the adversely affected party receives the recipient's determination of protest. However, the adversely affected party can meet the seven-calendar-day period of its intent to file a protest appeal, provided and adversely affected party submits a complete protest appeal within seven calendar days of the date it sends the telegram. If the seventh day falls on a Saturday, Sunday or holiday, the next working day shall be the last day to submit a protest appeal.

(e) Any party which submits a document to the award official during the course of a protest appeal must simultaneously furnish all other affected parties with a copy of the document.

[48 FR 12926, Mar. 28, 1983; 48 FR 30365, July 1, 1983]

§33.1130 Review of protest appeal.

(a) If the recipient does not receive the initial protest before bid opening or the closing date for receipt of proposals, the award official may dismiss as untimely any protest appeal based upon alleged improprieties in the solicitation which were clearly apparent before bid opening or before the deadline for receipt of initial proposals. In negotiated procurements, protests of alleged improprieties which were incorporated in a new solicitation must have been received by the recipient of proposals for the new solicitation.

(b) In cases not involving improprieties in the solicitation, the award official may dismiss as untimely a protest appeal if the adversely affected party did not file the initial protest with the recipient within seven calendar days of the date the basis for the protest was known or should have been known, whichever is earlier.

§33.1140 Deferral of procurement action.

When the award official receives a protest appeal and the recipient has not deferred the procurement action under §33.1110(b), the award official must promptly request that he recipient defer the protested procurement action until the award official notifies the recipient of the formal or informal resolution of the appeal. The request shall be limited to the award of the subagreement or subitem which is the basis of the protest appeal.

§33.1145 Award official's review.

(a) The award official may establish rules of procedures of deadlines for the submission of materials or the arrangement of protest appeal conferences.

(b) The award official may summarily dismiss an appeal without proceedings under this subpart if:

(1) The protest appeal is not reviewable, see §33.1130, or addresses issues other than those allowed under §33.1120(b);

(2) The protester substantially fails to comply with the procedural requirements of this subpart; or

(3) The protestor does not agree to the recipient's request for a reasonable extension of the bid and bond period.

(c) The award official may summarily deny a protest appeal without proceedings under this subpart if, after considering the facts in a light most favorable to the protester, the award official believes that the protest lacks merit.

(d) The award official will give both the recipient and the protester, as well as any other party with a financial interest which may be adversely affected by the determination of protest, an opportunity to present arguments in support of their views in writing or at a conference.

(e) After the announced date for receipt of written arguments, the record shall be closed.

(f) The award official shall review the record considered by the recipient and any other documents or arguments presented by the parties to determine whether the recipient has complied with the procurement requirements of this part and has a rational basis for its determination or protest.

(g) The award official's determination shall constitute final EPA action from which there shall be no further administrative appeal. No party may appeal an award official's determination of appeal to the EPA Board of Assistance Appeals.

(h) Nothing in this subpart precludes the award official from reviewing the recipient's procurement action. (see §33.115)

(i) Noncompliance with the award official's determination of protest shall be cause for action against the recipient under 40 CF part 30 or 32.

(j) If an appeal involves legal issues not explicitly addressed by this part, the award official shall resolve the issue by referring to other protest determinations under this section and decisions of the Comptroller General of the United States or of the Federal courts addressing Federal requirements comparable to procurement requirements of this part.

APPENDIX A- PROCEDURAL REQUIREMENTS FOR RECIPIENTS WHO DO NOT CERTIFY THEIR PROCUREMENT SYSTEMS OR FOR RECIPIENTS WHO HAVE THEIR

PROCUREMENT CERTIFICATIONS REVOKED BY EPA.

(a) The following procedural requirements apply to recipients who:

(1) Do not certify to EPA that their procurement requirements in this part, or

(2) Have their procurement certification revoked by the award official, as stated in §33.115(c).

(b) Those recipients must comply with the requirements in this part plus the following procedural requirements. Those procedural requirements supplement the requirements in the sections cited.

(1) To comply with §33.250 "Documentation," the recipient must submit to the award official, unless he instructs otherwise, the records required by this section.

(2) To comply with §33.290, "Cost and price considerations," the recipient's contractors and subcontractors must submit their cost of price data on EPA Form 5700-41, "Cost or Price Summary Format for Subagreements Under U.S. EPA Grants," or in another format which provides information similar to that required by EPA Form 5700-41.

(3) To comply with §33.415, "Time for preparing bids," the recipient must allow at least 30 days between the date when it first published the public notice and the date by which bids must be submitted.

(4) To comply with §33.410, "Public notice and solicitation or bids," the recipient must publish the notice in professional journals, newspapers, or publications or general circulation, over a reasonable area for at least 30 days before bid opening.

(5) To comply with §33.510, "Adequate public notice," the recipient must publish the notice in professional journals, newspapers, or publications of general circulation over a reasonable area for at least 30 days before the deadline for receipt of proposals. The recipient may use posted public notices or written notification directed to interested persons, firms or professional organizations.

[48 FR 12926, Mar 28, 1983; 49 FR 30365, July 1, 1994]

END OF INSTRUCTIONS

U T A H D E P A R T M E N T O F E N V I R O N M E N T A L Q U A L I T Y
168 North 1950 West, P.O. Box 144810, SLC, UT 84114-4810

CONTRACT

State Contract Number: _____

1. SOURCE OF FUNDS			2. COMPENSATION TYPE:	3. LEGAL STATUS OF CONTRACTOR
LW Org	Rep.Cat.	Project	F x Fixed Price	LG [ ] State or local Government
			C Cost Reimbursement	CU [ ] College or University
			S Fee for Service	NP [ ] Non-Profit Organization
			O Other	CC [x] Commercial Corporation
				OT [ ] Other

4. STATE AGENCY INFORMATION:

Division: DERR

Contact Person: Mr. Bob Obrien

Phone Number: (801) 536-4100

5. NAME OF CONTRACT: Portland Cement Co. (unlisted Sites 1&5)

Name of Contractor: _____

Address: _____

Contact Person: _____

6. CONTRACTING PARTIES:

This Contract is between the State of Utah, Department of Environmental Quality, herein as referred to as Department and _____ herein referred to as Contractor.

7. CONTRACT AMOUNT:

Contractor will be reimbursed up to a maximum amount of $_____

8. GENERAL PURPOSE OF CONTRACT:

Removal Action Construction at the Portland Cement Co. (unlisted sites 1 & 5) located in Salt Lake City and Davis County, Utah

9. REFERENCE TO ATTACHMENTS AND DOCUMENTS INCLUDED AS PART OF THIS CONTRACT:

a. Attachment A: Bid Forms

b. Terms and Conditions including Exhibits A through K as follows:

- Contractor's Personnel and Staff attached as Exhibit "A";
- Drawing Index evidenced by list attached as exhibit "B";
- Specifications Table of Contents evidenced by list attached as Exhibit "C";
- Removal Action Construction Schedule as Exhibit "D";
- Unit Prices attached as Exhibit "E";
- Bond Forms attached as Exhibit "F";
- Labor Standard Provisions for Federal and Federally Assisted Contracts attached as Exhibit "G";
- Payment Request Form, attached as Exhibit "H";
- Community Involvement Plan attached as Exhibit "I";
- Certificate of Insurance and Endorsement attached as Exhibit "J"
- Signing of Uniform Hazardous Waste Manifests and Land Ban Modification/Certificates attached as Exhibit "K";

c. Contract Technical Specifications

d. Contract Drawings

10. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED HERETO:

a. All other governmental laws, regulations, or actions applicable to the Work described herein.

IN WITNESS WHEREOF, the parties have agreed to the provisions of this contract and cause this contract to be executed.

CONTRACTOR:	UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY
Signature of Authorized Individual By:_____	Signature of Authorized Individual By:_____
Typed Name:_____	Typed Name:_____
Title:_____ Date:_____	Title: Deputy Director Date:_____
Federal tax ID#	

UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY
SIGNATURE PAGE – STATE APPROVAL

CONTRACT NAME: Portland Cement Co. (unlisted Sites 1&5)
CONTRACTOR:_____

_____ Date_____
Division Support Services Coordinator

_____ Date_____
Division Director

_____ Date_____
DEQ Financial Manager

_____ Date_____
State Division of Purchasing

_____ Date_____
State Division of Finance

The following paragraphs (Contract Period, Procurement, Audit Information and Related Party Transactions) are set forth to provide data information for State accounting purposes and are not intended as contractual provisions.

Contract Period:
This contract will be effective _____ and will terminate _____,_____ unless extended or terminated in accordance with the terms and conditions of this Contract.

PROCUREMENT: This Contract is entered into as a result of: (please indicate)

_____ 1. a contractual agreement between the State and a governmental entity exempt from procurement as provided by State purchasing rules.

_____ 2. a Sole Source contractor justified by attached memorandum approved by the Division of Purchasing.

__x__ 3. the procurement process on requisition # 54000000002 _____
FY 2005 __

AUDIT INFORMATION

1. Provide the name, division, and telephone number of the STATE staff person responsible for the contract administration and compliance function if different from the contact person noted on page 1 #4.
   Name _____ Division _____
   Phone _____

2. Does this contractor receive $25,000 a year or more in State or Federal Funds? No Yes What is contractor's fiscal year end?_____

NOTE: This Contractor is Subject to State and Federal Audit Requirements. See Terms and Conditions Article 19.

Related Party Transactions: Are any declared by CONTRACTOR? Yes_____ No_____

List Related Parties to whom payments are being made:

Name	Relationship	Purpose of Payment

*Use this form if Procurement #2 or #3 is checked.

CORPORATE ACKNOWLEDGMENT

I,_____, certify that I am the _____
(Name of Corporate Officer) (Title)

of _____ corporation and that _____
(Name of Corporation) (Person Signing Agreement)

is duly authorized by authority of a resolution of its Board of Directors to sign the above agreement for and in behalf of said corporation.

_____

Date: _____

* * *

INSTRUCTIONS

1. To be completed by Corporate Office (i.e., President, Vice-President, Secretary), identified by name, title and name of corporation.

2. Name of person signing the contract who has been duly authorized to sign on behalf of Corporation. May not be the same person who signs the acknowledgment.

3. Signature of Corporate Office is notarized.

* * *

SEAL

STATE OF

COUNTY OF

On this_____ day of_____, 19_____, personally appeared before me_____ and duly acknowledged that he/she executed the above certification.

_____
NOTARY PUBLIC

Residing At:_____

My Commission Expires:_____

ATTACHMENT A

BID PROPOSAL FORMS

BF 1 through BF 16

FOR

PORTLAND CEMENT CO. (KILN DUST #1 AND #5) SUPERFUND SITES

OPERABLE UNITS (OUs) 1 AND 2

IN

SALT LAKE CITY, UTAH

TABLE OF CONTENTS

Addendum Acknowledgement..... BF-3

Bid Bond BF-4

Power of Attorney.....BF-5

Bid Schedule BF-6

Measurement and Payment BF-6a-BF-6f

Verification of Bid BF-6g

Proposed Subcontractors..... BF-7

Type of Business Organization.....BF-8

Taxpayer Identification Number (TIN) BF-9

DBE Certification BF-10

Certification of Non-Collusion BF-11

Fair Employment Practices Certification.....BF-12

Certification of Non-Segregated Facilities BF-13

Certification of Drug-Free Workplace.....BF-14

Contractor's License Certification.....BF-15

Material Representation.....BF-16

Debarment, Suspension, and Other Responsibility Matters BF-17

Acknowledgement of Receipt of Addenda

The undersigned bidder acknowledges receipt of the following Addenda:

Addenda Numbers:_____

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation, and in submitting this proposal, that the bidder has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and the bidder proposes, and agrees, if this proposal is accepted, that the bidder will contract with the UDEQ, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that full payment will be taken for the following item prices.

The following item prices include all costs for labor, materials, tools, equipment, services, warranty, taxes, insurance, overhead, profit and all other costs necessary to perform the work in accordance with the Contract

_____

By

_____

Title

BID BOND

(Title 63, Chapter 56, U.C.A. 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That
Hereinafter referred to as the "Principal," and _____
A corporation organized and existing under the laws of the State of _____
With its principal office in the City of_____ and authorized to transact business in this State and U.S. Department of the Treasury Listed, (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities of Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as "Surety," are held and firmly bound unto the STATE OF UTAH, hereinafter referred to as the "Obligee," in the amount of $_____ (5% of the accompanying bid), being the sum of this Bond to which payment of the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for the
_____
Project.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATIONS IS SUCH, that if the said principal does not execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within fifteen (15) days after being notified in writing of such contract to the principal, then the sum of the amount sated above will be forfeited to the State of Utah as liquidated damages and not as a penalty; if the said principal shall execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within fifteen days (15) after being notified in writing of such contract to the Principal, then this obligation shall be made null and void. It is expressly understood and agreed that the liability of the Surety for any and all defaults of the Principal hereunder shall be the full penal sum of this Bond. The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety under this Bond shall be for a term of ninety (90) days from the actual date of the bid opening.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provision of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

DATED this _____day of_____20_____.

Principal's name and address (if other than a corporation):

_____

By: _____

Title: _____

State of: _____

County of: _____

Principal's name and address (if a corporation):

_____

By: _____

Title: _____
(Affix Corporate Seal)

Surety's name and address:
_____

_____

By:_____
Attorney-in-Fact (Affix Corporate Seal)

On this _____ day of _____, 20 __, personally appeared before me _____,
whose identity is personally known or proved to me on the bases of satisfactory evidence, and who, being duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20___.
My Commission Expires: _____
Resides at: _____

_____
NOTARY TO PUBLIC

APPROVED AS TO FORM:
February 11, 1991,
By ALAN S. BACHMAN, ASST ATTORNEY GENERAL

POWER OF ATTORNEY

NO.:_____

KNOW ALL MEN BY THESE PRESENTS:

Name:_____, does hereby appoint

_____

Town: _____

as true and lawful Attorney(so)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the company thereby.

IN WITNESS THEREOF, _____ has executed these presents

this ___day of_____20__

_____

_____

STATE OF _____ _____

COUNTY OF _____

On this ____day of _____, 20__, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and acknowledged that he/she executed the foregoing instrument and affixed the seal of said corporation thereto by authority of his/her office.

_____

CERTIFICATE

Excerpts of Resolution adopted by the Board of Directors of _____ , on _____

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I _____ , Secretary of _____ , do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full effect.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation

this _____day of _____, 20___

_____

_____, Secretary

BID FORM

BID SCHEDULE

Item No.	Description	Units	Approx. Quantity	Unit Bid Price	Total Price Bid
1	Mobilization and Demobilization	LS	1		
2	Clearing and Grubbing	Acres	36		
3	Imported Aggregate Material	Cu Yd	3450		
4	Excavation CKD, Debris, and Cr-Bearing Brick	Cu Yd	60,000		
5	Well/Piezometer Abandonment	Each	7		
6	Transportation of CKD (Undesignated Commercial)	Ton	80,000		
7	Disposal of CKD (Undesignated Commercial)	Ton	80,000		
8	Transportation of Cr-Bearing Brick	Ton	50		
9	Treatment and Disposal of Cr-Bearing Brick	Ton	50		
10	Transportation of Debris (Undesignated Commercial)	Ton	225		
11	Disposal of Debris (Undesignated Commercial)	Ton	225		
12	Top Soil, Seeding, Fertilizing, and Mulching	Acre	36		
CONTRACT TOTAL PRICE BID – UNDESIGNATED COMMERCIAL					

MEAUSREMENT AND PAYMENT

BID ITEM NUMBER 1: MOBILIZATION & DEMOBILIZATION

1.01 Measurement

The work of this Section will be measured in accordance with temporary facility completion, excavation progress, and site completion.

1.02 Payment

Mobilization will be paid for at the lump sum price bid and payment shall be full compensation for all labor, materials, tools, equipment, offices, and all other costs necessary to perform the work including demobilization.

Payment for mobilization/demobilization will be made in three payments as the result of completion of facilities, specified quantities of excavation, and site completion.

1. First Payment- 60% upon completion of Temporary Facilities installation. This could be divided between the sites. Two separate payments may be made. 30% for Site #1 and 30% for Site #5. Completion of temporary facilities.
2. Second Payment- 30% upon completion of 20,000 cy excavation
3. Third Payment- 10% upon demobilization and site completion of both sites.

For purposes of this section, excavation will be aggregate of the various classifications of excavation under Section 02200, Excavation and Embankment.

Nothing herein shall be construed to limit or preclude progress payments otherwise provided for by the Contract.

The Contractor shall not unbalance its bid to increase the amount for mobilization to the detriment of unit price items that may or may not be increased or decreased by UDEQ through the change provisions of the Terms and Conditions.

Demobilization is the complete removal of all temporary facilities and equipment from the Sites. Demobilization shall include the removal of all fence and gates.
Demobilization also includes the restoration of all existing roads and facilities to the quality of pre-work condition; including removal of all imported aggregate material within site boundaries.

Demobilization shall be complete before final acceptance can be certified and retentions paid to Contractor. Ownership of all temporary facilities, equipment, structures and appurtenances shall be that of the Contractor.

The price of all work specified in the Contract Documents, unless specifically covered in other Bid Items, will not be paid separately, but will be included in the Lump Sum price bid for Bid Item No. 1, Mobilization and Demobilization.

SECTION NO.	**PAY ITEM**	**UNIT**
01505	Mobilization and Demobilization	Lump Sum

BID ITEM NUMBER 2: CLEARING & GRUBBING

2.01 Measurement

Clearing and grubbing will be measured by the acreage cleared.

2.02 Payment

Payment for work under this item will include all labor, materials, tools, equipment and incidentals for the clearing, grubbing, loading, managing, transportation and disposal of naturally growing vegetation, rubbish, and other materials in an effort to prepare the sites for the work.

SECTION	**PAY ITEM**	**UNIT**
02110	Clearing and Grubbing	Acre

BID ITEM NUMBER 3: IMPORTED AGGREGATE MATERIAL

3.01 Method of Measurement

Imported aggregate material shall be measured in its final position in the field.

3.02 Payment

Payment for this item will include all labor equipment and materials required to deliver and place aggregate materials in accordance with the lines and grades on the drawings.

SECTION NO	**PAY ITEM**	**UNIT**
01500	Imported aggregate material	Cubic Yard

BID ITEM NUMBER 4: EXCAVATION CKD, DEBRIS, AND CR-BEARING BRICK

4.01 Method of Measurement

Excavation: All accepted excavation shall be measured in its original position by Engineer's cross-sectioning of the area excavated. These measurements will include authorized

excavation of CKD, debris and Cr-Bearing brick.

When the excavation conforms to the staked lines and grades, the original cross-sections and the staked sections shall be used for the determination of volumes excavated. Volumes will be computed from the cross-sections by the average end area or other acceptable method.

4.02 Basis of Payment

The accepted quantities will be paid for at the contract unit price and shall be full compensation for all labor, equipment, materials, tools, and incidentals required to excavate and separate the CKD, debris, and Cr-Bearing brick. No payment shall be made for excavation outside of the line and grade stated in the field.

Water used for dust control, moisture density adjustment, vehicle cleaning or other purpose will not be measured and paid for separately but shall be included in this pay item.

Dewatering of the Site will not be paid for separately but shall be included in the price bid for this pay item.

Payment for Excavation under this bid item will include excavation, separation, stockpiling, rehandling, management, and temporary storage of CKD, Debris, and Cr-bearing brick. Loading for off-site transportation, transportation, and disposal will be paid for elsewhere.

SECTION NO	**PAY ITEM**	**UNIT**
02200	Excavation CKD, Debris, and CR-Bearing Brick	Cubic Yard

BID ITEM NUMBER 5: WELL/PIEZOMETER ABANDONMENT

5.01 Measurement

Measurement under this Section will be on a per abandoned well/piezometer basis and shall include payment for the complete price of labor, materials, tools, equipment and all other costs necessary to perform the work.

5.02 Payment

SECTION NO.	**PAY ITEM**	**UNIT**
02201	Well/Piezometer Abandonment	Each

BID ITEM NUMBER 6: TRANSPORTATION OF CKD

6.01 Measurement

Measurement of CKD transportation will be based on tonnage, as weighed at the Site scales.

6.02 Payment

Payment will include all labor, equipment, and materials costs required to transport the CKD. Payment will be made upon receipt and verification of the bill of lading from the receiving landfill. No payment shall be made for the transport of material as a result of excavation made outside of the line and grade in the field as described in bid item #3.

SECTION	**PAY ITEM**	**UNIT**
02210	Transportation of CKD	Ton

BID ITEM NUMBER 7: DISPOSAL OF CKD (UNDESIGNATED COMMERCIAL)

7.01 Measurement

Measurement of the disposal of CKD will be based on tonnage, as weighed at the Site scales.

7.02 Payment

Payment will include all labor, equipment, materials costs and disposal fees required to dispose of the CKD. Payment will be made upon receipt and verification of the bill of lading from the receiving landfill. No payment shall be made for the disposal of material as a result of excavation made outside of the line and grade in the field as described in bid item #3.

SECTION	**PAY ITEM**	**UNIT**
02210	Disposal of CKD (undesignated Commercial)	Ton

BID ITEM NUMBER 8: TRANSPORTATION OF Cr-BEARING BRICK

8.01 Measurement

Measurement of the Cr-bearing bricks to be transported will be based on tonnage, as weighed at the Site scales.

8.02 Payment

Payment will include all labor, equipment, and materials costs required to transport the Cr-bearing bricks. Payment will be made upon receipt and verification of the manifest from the treatment and disposal of facility or facilities. No payment shall be made for the transport of material as a result of excavation made outside of the line and grade in the field as described in bid item #3.

SECTION	PAY ITEM	UNIT
02220	Transportation of Cr-Bearing Brick	Ton

BID ITEM NUMBER 9: TREATMENT AND DISPOSAL OF Cr-BEARING BRICK

9.01 Measurement

Measurement of Cr-bearing bricks to be treated, and disposed will be based on tonnage, as weighed at the Site scales

9.02 Payment

Payment will include all labor, equipment, materials costs and disposal fees required to treat, and dispose of the Cr-bearing bricks. Payment will be made upon receipt and verification of the manifest from the treatment and disposal facility or facilities. No payment shall be made for the disposal of material as a result of excavation made outside of the line and grade in the field as described in bid item #3.

SECTION	PAY ITEM	UNIT
02220	Treatment and Disposal of Cr-Bearing Brick	Ton

BID ITEM NUMBER 10: TRANSPORTATION OF DEBRIS (UNDESIGNATED COMMERCIAL)

10.01 Measurement

Measurement of debris to be transported will be based on tonnage, as weighed at the Site scales.

10.02 Payment

Payment will include all labor, equipment, and materials costs required to transport the debris. Payment will be made upon receipt and verification of the bill of lading from the receiving landfill. No payment shall be made for the transport of material as a result of excavation made outside of the line and grade in the field as described in bid item #3.

SECTION	PAY ITEM	UNIT
02210	Transportation of Debris (undesignated Commercial)	Ton

BID ITEM NUMBER 11: DISPOSAL OF DEBRIS (UNDESIGNATED COMMERCIAL

11.01 Measurement

Measurement of the disposal of debris will be based on tonnage, as weighed at the Site scales.

11.02 Payment

Payment will include all labor, equipment, and materials, costs and disposal fees required to dispose of the debris. Payment will be made upon receipt and verification of the bill of lading from the receiving landfill. No payment shall be made for the disposal of material as a result of excavation made outside of the line and grade in the field as described in bid item #3.

SECTION	**PAY ITEM**	**UNIT**
02210	Disposal of Debris (undesignated Commercial)	Ton

BID ITEM NUMBER 12: TOP SOIL, SEEDING, FERTILIZING, AND MULCHING

12.01 Measurement

This work shall be measured by the ground area covered by topsoil placement, seeding, mulching and fertilizing in units of acres.

The Contractor shall furnish the Engineer with topsoil organic content analysis, seed certifications and analysis, fertilizer analysis, and bag weight tickets prior to placing any topsoil seed or fertilizer. Any topsoil seed, fertilizer or mulch placed by the Contractor without the Engineer's approval will not be paid for.

12.02 Payment

The accepted quantities of topsoil, seeding, fertilizing and mulching shall be paid for at the Contract unit price per acre which price shall be full compensation for the importing and placing of the topsoil at the specified thickness, preparation of the ground for the seedbed, for furnishing and planting all seeds, fertilizing and mulching and for all labor, tools, materials, equipment and incidentals necessary to complete the work.

SECTION NO.	**PAY ITEM**	**UNIT**
02200 & 02910	Topsoil, Seeding, Fertilizing, and Mulching	Acre

Soil preparation, water, seed, fertilizer or mulch will not be paid for separately but shall be included in the work.

Adjusting or readjusting seeding, fertilizing or mulching equipment will not be paid for separately but shall be included in the work.

VERIFICATION OF BID

The undersigned Bidder, hereby submits bids for the Work as set forth herein and as presented on the previous page per the respective breakdowns below.

Total Price Bid _____

_____ and _____ /100 dollars (alpha)

($_____) (numeric)

It is understood that in the case of a discrepancy, the written alpha totals above shall govern over the written numeric figures on the previous page. The total numeric figure will be adjusted proportionally if the total thereof does not equal the alpha totals. In the case of discrepancy between the numeric figures, the numbers in the total column will govern.

Bidder:

Name

By _____
Signature

_____
Typed

Date_____

Witness _____

PROPOSED SUBCONTRACTORS

SUBCONTRACTOR	ADDRESS	MBE/WBE	SEPCIALTY	WORK TO BE PERFORMED	
APPROXIMATE $ VALUE ALL SUBCONTRACTORS					$

TOTAL PRICE BID $_____

LESS BID ITEM NO'S 6-11 $_____

$_____

MAXIMUM ALLOWABLE UNIT AMOUNT OF CONTRACT BY SUBCONTRACTORS $_____

TYPE OF BUSINESS ORGANIZATION

The Bidder, by checking the applicable box, represents that:

A. It operates as:

- ❑ A corporation incorporated under the laws of the State of _____,
- ❑ An individual,
- ❑ A partnership,
- ❑ A non-profit organization, or
- ❑ A joint venture; or

B. If the Bidder is a foreign entity, it operates as:

- ❑ An individual,
- ❑ A joint venture, or
- ❑ A corporation, registered for business in the country _____.

_____

Signature of Bidder or Authorized Agent of Bidder

TAXPAYER IDENTIFICATION FORM

A. DEFINITIONS

"Common Parent" as used in this form, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax on a consolidated basis, and of which the bidder is a member.

"Corporate Status" as used in this form, means a designation as to whether the bidder is a corporate entity, an unincorporated entity (e.g., solo proprietorship or partnership).

"Taxpayer Identification Number (TIN)" as used in this solicitation form, means the number required by the Internal Revenue Service (IRS) to be used by the bidder in reporting income tax and other returns.

B. REQUIREMENTS

The bidder is required to submit the information required in paragraphs (C) through (E) of this solicitation form in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to reporting requirements described in 4.902(a), the failure or refusal by the bidder to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

C. TAXPAYER IDENTIFICATION NUMBER (TIN)

TIN:_____
TIN has been applied for.
TIN is not required because:

Bidder is nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place or a fiscal paying agent in the U.S.;

Bidder is an agency or instrumentality of a foreign government;

Bidder is an agency or instrumentality of a Federal, State or local government;

Other. State basis: _____

D. CORPORATE STATUS

Other corporate entity;
Not a corporate entity;
Sole proprietorship;
Partnership;
Other. Describe _

E. COMMON PARENT STATUS

Bidder is not owned or controlled by a common parent as defined in paragraph (A) of this form.
Name and TIN of common parent:

Name:__
Signature of Bidder or Authorized Agent of Bidder__

DBE CERTIFICATION
MBE/WBE GOAL REQUIREMENTS
BID SUBMITTAL CERTIFICATION

The Bidder certifies that he has put forth good faith effort to meet or exceed the Minority Business Enterprise goal of 4% for MBE(s) and 2% for WBE(s). Bidder also certifies that he has submitted with his bid proposal the following information regarding MBE and WBE compliance:

1. A list of MBE(s)/WBE(s) being utilized.
   A. The list shall include each MBE(s)/WBE(s); Business name, contact person, address, phone number, and whether utilized as an MBE or WBE, and the name of the organization that has pre-certified the firm.
2. Percentage of the Total Bid Price.
3. Dollar value of work above (#2).
4. Percentage of the Total Bid Price.
5. Dollar Value of work above (#4).

The proposed business entities must be pre-certified by either the Small Business Administration (SBA), the Utah Department of Transportation (UDOT), The Utah Transit Authority (UTA), or other comparable federally regulated certification process.

Bidder must be prepared to demonstrate good faith efforts made to enlist participation by women, minority, or economically or socially disadvantaged owned firms. Such demonstration would include records of contacts and responses from such firms. Whether or not bidder achieves the MBE/WBE goal, demonstration of good faith efforts may be required. Bidder will continue to make good faith efforts to enlist MBE/WBE participation during the course of the contract. Demonstration of good faith efforts will be considered to be a matter of bidder responsibility. Evidence of good faith effort submitted by the BIDDER must meet the requirements as stipulated in 40 CFR 35.6580 and the "EPA Guidance for Utilization of Small, Minority and Women's Business Enterprises in Procurement Under Assistance Agreement 6010".

Failure to complete and submit this form with the bid will result in the BIDDER considered as non-responsive.

Respectfully Submitted:

Bidder: _____

Signature: _____

Title: _____

NON-COLLUSION AFFIDAVIT

TO BE EXECTUED BY BIDDER AND SUBMITTED WITH BID

State of Utah

County of _____

, being first duly sworn, deposes and
says that he or she is _____
(sole owner, a partner,
of _____
president, secretary, etc.)

, the party making the forgoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature of Representative of Bidder

Subscribed and sworn to before me,
a Notary Public in and for the
State of Utah, County of
_____, this_____ day of
_____,20____.

_____
Signature of Notary Public (Seal)

My commission expires _____, 20____

FAIR EMPLOYMENT PRACTICES CERTIFICATION

In connection with the performance of work under this contract, the Contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, sex, marital status, physical handicap, or medical condition, as defined in Government Code Section 12926. The Contractor will take affirmative action to insure that applications are employed, and that employees are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, sex, physical handicap, or medical condition as defined in Government Code Section 12926. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will send to each labor union or representative of worker with which he has a collective bargaining agreement of other contract or understanding, a notice, advising the said labor union or worker's representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data records by the Fair Employment and Housing Commission, the awarding authority or any other appropriate agency of the State of Utah designated by the awarding authority for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

4. A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment and housing Act, Government code Sections 12900 et. seq., shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any and for refusing to establish, re-establish or renew a prequalification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment and Housing Act to have occurred upon receipt of written notice from the Fair Employment and housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order under Government Code Section 12970 or obtained an injunction under Government Code Section 12973.

Upon receipt of such written notice form the Department of Fair Employment and Housing, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

5. The Contractor agrees, that should the awarding authority determine that the Contractor has not complied wit the Fair Employment Practices section of this contract, then pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit for each calendar day, or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor.

6. Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the awarding authority from pursuing any other remedies that may be available at law.

7. The Contractor will include the provisions of the foregoing paragraphs 1 through 6 in every first tier subcontract, if any, so that such provisions will be binding upon each such subcontractor.

8. Statements and Payrolls. The Contractor shall maintain his records in conformance with the requirements in the Specifications and the following provisions:

a. The submissions by the Contractor of payrolls, or copies thereof, is not required. However, each Contractor and subcontractor shall preserve his weekly payroll records for a period of three years from the date of completion of his contract.

b. The payroll records shall contain the name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked itemized deductions made and actual wages paid.

c. The Contractor shall make his payroll records available at the project sites for inspection by UDEQ and shall permit UDEQ to interview employees during working hours on the job.

The following certification is to be executed by ever bidder and enclosed and forwarded in sealed envelope containing the bid. The person signing the certification shall state his address and official capacity.

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO THE UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY:

The undersigned, in submitting a bid for performing the following work by contract, hereby certifies that he bidder will meet the above standards of affirmative compliance with the Fair Employment and Housing Act, Government Code Sections 12900, et. seq.

_____
Product and Services

_____
DATE

_____
(TYPE) BIDDING COMPANY

_____
ADDRESS NUMBER & STREET

BY _____
SIGNATURE

_____
CITY STATE ZIP CODE

_____
(TYPE) NAME OF SIGNER

_____
TELEPHONE

_____
(TYPE) TITLE

CERTIFICATION OF NONSEGREGATED FACILITIES

CERTIFICATION OF NONSEGREGATED FACILITIES

a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habitat, local custom, or otherwise.

b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that does not and will not permit its employees to perform their services at any location under its control where a breach of this certification is a violation of the Equal Opportunity clause of this contract.

c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:

(1) Obtain identical certifications from proposed subcontractors before the award of subcontractors under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted the identical certifications for specific time periods);

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

Signature of Bidder or Authorized Agent of Bidder

CERTIFCATION REGARDING A DRUG-FREE WORKPLACE

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 612) and as further detailed in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statue involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds $25,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will:

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish a drug-free awareness program to inform such employees about:

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision.

(4) Notify such employees in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) oft his provision, from an employee or otherwise receiving actual notice of such conviction; and

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) and (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title `8, United States Code, Section 1001.

_____

Signature of Bidder or Authorized Agent of Bidder

CONTRACTOR'S LICENSE CERTIFICATION

The bid submitted herein is made by:___
a contractor licensed in the State of Utah to do construction of the type, nature, and monetary value contemplated by that described in the Invitation For Bid, and holder of Contractor's License Number
_____, as witness by the attached copy. In addition, the Bidder certifies that its Bid hereunder is within the Bidder's work-in-progress limit in accordance with Title 58 Chapter 55 of the Utah Code and R-156 Part 55 of the Utah Administrative Code.

_____

Signature of Bidder or Authorized Agent of Bidder

MATERIAL REPRESENTATIONS

All of the representations made herein are material representations of fact upon which reliance will be placed in awarding the Contract.

Bid submitted by: _____

Bidder/Contractor: _____

Date: _____

By:

Signature/Title

Attest: _____

Signature/Title

(Add additional signatures as necessary)

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

_____

Typed Name & Title of Authorized Representative

_____

Signature of Authorized Representative Date

____ I am unable to certify to the above statements. My explanation is attached.

ATTACHMENT B
REMOVAL ACTION CONSTRUCTION AGREEMENT
TERMS AND CONDITIONS
INCLUDING EXHIBITS A THROUGH K
FOR

PORTLAND CEMENT UNLISTED SITES 1 AND 5
REMOVAL ACTION

IN

SALT LAKE CITY, UTAH

TABLE OF CONTENTS

RECITALS 1

ARTICLE 1 2
DEFINITIONS 2
1.1 DEFINITIONS 2

ARTICLE 2 6
THE WORK 6
2.1 DESCRIPTION OF THE WORK 6
2.2 LOCATION OF THE WORK 6
2.3 WORK NOT INCLUDED 6
2.4 NO SEPARATE CONTRACTS. 6

ARTICLE 3 7
TIME 7
3.1 COMMENCEMENT 7
3.2 CONTRACT TIME 7
3.3 TIME IS OF THE ESSENCE 7

ARTICLE 4 7
CONTRACT DOCUMENTS 7
4.1 THE CONTRACT DOCUMENTS 8
4.2 CORRELATION AND INTENT OF CONTRACT DOCUMENTS 8
4.3 SPECIFICATION FORMAT 10

ARTICLE 5 11
CONTRACT TOTAL PRICE 11
5.1 CONTRACT TOTAL PRICE 11

ARTICLE 6 11
PAYMENT PROVISIONS 11
6.1 SCOPE OF PAYMENT 11
6.2 PROGRESS PAYMENTS 12
6.3 DAILY CERTIFICATION OF FORCE ACCOUNT COSTS 13
6.4 PAYMENTS WITHHELD 13
6.5 FINAL PAYMENT 14
6.6 LIENS 16
6.7 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS 17
6.8 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA 17

ARTICLE 7 17
THE CONTRACTOR'S STATUS AND DUTIES 17

7.1 CONTRACTOR'S STATUS 17
7.2 REPRESENTATIONS AND WARRANTIES OF QUALIFICATION, KNOWLEDGE AND EXPERTISE 18
7.3 CONTRACTOR'S DUTIES 19

ARTICLE 8 24
CONTRACTOR'S AND SUBCONTRACTOR'S RESPONSIBILITIES 24
8.1 SUBCONTRACTS 24
8.2 SUBCONTRACTORS 25
8.3 COMPLIANCE WITH FEDERAL REQUIREMENTS IN AWARD OF SUBCONTRACTS 26
8.4 SEPARATE CONTRACTS 28
8.5 ASSIGNMENT OF THE CONTRACT 29

ARTICLE 9 30
THE ENGINEER 30
9.1 ENGINEER'S STATUS 30
9.2 CLARIFYING INSTRUCTIONS 31
9.3 OBSERVATION 31

ARTICLE 10 32
BUILDING MATERIALS, EQUIPMENT AND PROCESSES 32
10.1 SUBSTITUTIONS 32
10.2 MANUFACTURERS' INSTRUCTIONS 33
10.3 APPLICATION 34

ARTICLE 11 34
CONTRACTOR'S ADMINISTRATION AND SUPERVISION OF THE WORK 34
11.1 STAFF 34
11.2 SUPERVISION 35
11.3 HOURS OF WORK 36
11.4 REFERENCE DOCUMENTS FOR THE WORK 36

ARTICLE 12 36
SUBMITTALS 36
12.1 CONSTRUCTION SCHEDULE 36
12.2 OTHER SUBMITTALS 38
12.3 SUBMITTALS FOR CONTRACT CLOSEOUT 38

ARTICLE 13 38
NOT USED

ARTICLE 14 38
CORRECTION OF WORK 38

14.1 CORRECTION OF WORK BEFORE FINAL PAYMENT 38
14.2 CORRECTION OF WORK AFTER FINAL PAYMENT 39
14.3 UNCORRECTED WORK 39

ARTICLE 15 39
ACCEPTANCE OF THE WORK 39
15.1 SUBSTANTIAL COMPLETION 39
15.2 USE OF COMPLETED PORTIONS OF THE WORK 40
15.3 FINAL ACCEPTANCE
40

ARTICLE 16 41
CHANGES, CLAIMS, PRICE ADJUSTMENTS, EXTENSIONS AND FINAL ACCEPTANCE 41
16.1 CHANGES 41
16.2 CLAIMS 42
16.3 DIFFERING SITE CONDITIONS 43
16.4 PRICE ADJUSTMENTS 44
16.5 EXTENSION OF TIME 46
16.6 NO DELAY BY CONTRACTOR 47
16.7 FINAL ACCEPTANCE 48

ARTICLE 17 48
WARRANTIES 48

ARTICLE 18 49
INDEMNIFICATION, INSURANCE AND BONDS 49
18.1 INDEMNIFICATION 49
18.2 INSURANCE 50
18.3 BONDS 52
18.4 DEFAULT 53

ARTICLE 19 53
RECORD DOCUMENTS 53
19.1 AUDIT; ACCESS TO RECORDS 53
19.2 RECORD DRAWINGS 54
19.3 PROJECT RECORDS 55
19.4 RECORDS RETENTION 56
19.5 OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTIES 57
19.6 CONFIDENTIALITY OF RECORDS 58

ARTICLE 20 58
SUSPENSION OF WORK 58

ARTICLE 21 59

TERMINATION OF CONTRACT 59
21.1 TERMINATION FOR DEFAULT 59
21.2 TERMINATION FOR CONVENIENCE 60
21.3 RIGHTS AND OBLIGATIONS ON TERMINATION 61
21.4 COMPENSATION ON TERMINATION 61

ARTICLE 22 63
NONDISCRIMINATION AND MINORITY AND WOMEN'S BUSINESS ENTERPRISE PLAN 63
22.1 GENERAL 63
22.2 DEFINITIONS 63
22.3 COMPLIANCE WITH 40 CFR § 35.6610(c) 64
22.4 MEASUREMENT OF PARTICIPATION 64
22.5 REPORTING REQUIREMENTS 64
22.6 NON-DISCRIMINATION. 65

ARTICLE 23 65
MISCELLANEOUS PROVISIONS 65
23.1 NO WAIVER 65
23.2 INTEGRATION 65
23.3 SEVERANCE 65
23.4 NOTICES 66
23.5 CONTRACT HEADINGS 66
23.6 SUPERSESSION 66
23.7 PRIVITY 67
23.8 NO PERSONAL LIABILITY 67
23.9 CHOICE OF LAW AND VENUE 67
23.10 LITIGATION ASSISTANCE/DUTY TO PROVIDE WITNESSES 67
23.11 REMEDIES 67
23.12 GRATUITIES 67

RECITALS

WITNESSETH:

THAT, WHEREAS, the Portland Cement Unlisted Site 1 is located in Salt Lake City, Utah, west of 8800 West and south of 700 North, and Site 5 is located in North Salt Lake, Utah, south of Center Street and east of the Jordan River.

WHEREAS, the Sites were evaluated and are related to the Portland Cement Superfund Site. An action memorandum dated January 23, 2003, documents a Non-Time-Critical removal action at the Sites. The Sites are now in the Removal Design/Removal Action ("RD/RA") phase which will include remediation of approximately 31 total acres beginning in 2003.

WHEREAS, the preferred removal alternative for theSites includes the excavation and off-site disposal of CERCLA wastes described in the action memorandum. The specifications and plans reflect the engineering decisions and detailed design requirements necessary for implementation of the Site clean-up.

WHEREAS, UDEQ has entered into a cooperative agreement with the United States Environmental Protection Agency ("EPA") which will fund the Work necessary for the removal action of Sites 1 and 5 through a settlement agreement with certain responsible parties; and

WHEREAS, the Contractor has represented that it has the ability, skill, technical and financial resources necessary to perform the Work as more fully set forth herein; and

WHEREAS, UDEQ and the Contractor, sometimes jointly referred to hereinafter as the "Parties" desire to enter into this Agreement whereby UDEQ, under the cooperative agreement with EPA, will pay the Contractor for the construction Work necessary for the removal action at Sites 1&5 under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the fulfillment of the mutual promises, terms and conditions set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1

DEFINITIONS

1.1 DEFINITIONS

The following definitions are applicable whether capitalized or not in the Contract unless the context indicates otherwise.

“Action Memorandum” EPA documentation authorizing the sites to be cleaned up under a removal action.

‘Agreement” or “Contract” Is the written Contract between UDEQ and the Contractor as it may be amended in writing from time to time.

“Bidder” means a Contractor or Subcontractor who has been invited to submit or who has submitted a bid for the Work.

“Bid Form” is the set of documents to be submitted by a Bidder containing its certifications of competence to bid and its priced offer to undertake the Work.

“Bid Schedule” is the Bid Form on which a Bidder records the unit prices being offered to complete each unit of the Work.

“Breakdown” is a detailed itemization of cost components included in either a cost estimate or application for payment.

“Calendar Day” is every day shown on the calendar, beginning and ending at midnight

“Change Order” is a written instrument prepared by the Engineer and signed by UDEQ: 1) requiring a change in the Work within the general scope of the Contract, or 2) any other written order from UDEQ which the Contractor regards as a change order provided the Contractor gives UDEQ written notice as described in Article 16.1.

“Compensable Delay” means a delay in completion of the Work for which the Contractor is entitled to compensation in the form of additional time or money.

“Construction Schedule” means the schedule to be furnished by the Contractor.

“Contract or Agreement” (see “Agreement”)

“Contract Documents” are enumerated in Article 4 of the Agreement and consist of the Agreement. Exhibits A, B, C. D, E. F, G, H, I, and J and all exhibits or attachments designated herein as part of the Contract and all agreed upon Modifications issued after execution of this Agreement. The Contract Documents form the Contract between the Parties. The term “Contract” or “Agreement” when used in the Specifications or drawings, or herein is synonymous with the term “Contract Documents.”

“Contractor” is the person or entity identified as such in this Agreement. The term includes the Contractors authorized representatives, heirs, successors and assignees.

“Contract Time” is the number of calendar days allowed for completion of the Contract

including authorized time extensions. When a calendar date of completion is specified, the Contract shall be completed on or before that date. Specified completion date and calendar day contracts shall be completed on or before the day indicated even when that date is a Saturday, Sunday or holiday.

"Contract Total Price" is the sum of the products of the Unit Bid Price times the quantity of units for all bid items in the Contract plus or minus the value of all Contract Modifications and Change Orders.

"Cooperative Agreement" means the agreement between the state and EPA whereby this Contract is funded.

"Day" means a calendar day.

"Drawings" are those drawings enumerated in the List of Drawings attached hereto as Exhibit "C".

"Engineer" is URS Consultants, Inc., 756 E. Winchester, Suite 400, SLC, UT 84107

"EPA" means the United States Environmental Protection Agency and its designated representatives.

"Extra Work" is work for which no price or compensation is provided for in the Contract and for which the Contractor is not deemed liable under any other provision of the Contract, but is work found by UDEQ and the Engineer to be necessary or desirable for the satisfactory completion of the Contract.

"Final Completion" means the Contractor is fully complete with all Work required by the Contract Documents excluding Warranty Work.

"Force Account Work," also referred to herein as "time and materials work," is Work performed as directed by the Engineer and UDEQ and paid for on the basis of actual allowable, direct costs and appropriate additives, as provided in Article 6.

"Furnish" means to supply and deliver to the Removal Action Sites, ready for unloading, unpacking, assembly, installation, and similar operations, as applicable in each instance, except as otherwise defined in the Contract in greater detail.

"Governmental Authorities" means the EPA, the State, UDEQ. Salt Lake City, Salt Lake County. and their respective departments or official governmental entities, agencies or authorities. The term also includes all other entities whose regulations legally govern the execution of the Work.

"Holidays" in the State of Utah, are the following:

New Year's Day	Memorial Day	Labor day	Thanksgiving Day
Human Rights Day	Independence Day	Columbus Day	Christmas Day
Presidents Day	Pioneer Day	Veterans Day	

When the holiday falls on a Saturday, the preceding Friday will be considered the holiday; when the holiday falls on Sunday, the following Monday will be the considered holiday.

"Install" is used to describe operations at removal action site including the actual unloading. unpacking, assembly, erection, placing, planting, anchoring, applying, Working to dimension,

finishing, curing, protecting, cleaning and "Similar operations", as applicable in each instance, except as otherwise defined in greater detail.

"Install" or "Legal Requirement" means the ACTION MEMORANDUM, defined below, (and official Interpretations), laws; rules, regulations, orders, ordinances and statutes of the United States of America, the State of Utah, Salt Lake City, the County of Salt Lake as such are applicable to the Work and to the Contract and which laws shall govern the Contract and Work.

"Liquidated Damages" is a predetermined sum to be assessed by UDEQ when the contract time is exceeded. This sum shall not be considered as a penalty, but as liquidated damages due the UDEQ -by reason of inconvenience to the public, added cost of engineering and supervision, and other items of extra expenditures of public funds for the Contractor's failure to complete the Work on time.

"Markup" means a specified increase over actual costs.

"Material(s)" includes manufactured articles, products, equipment, supplies, fill and plants.

"Material Interference" means interference which substantially delays Contractor in performing any aspect of the Work.

"Modifications" means written and approved amendments or changes to the Work as agreed by the parties.

"Notice to Proceed" (NTP) is a written notice to the Contractor from UDEQ to proceed with the contract work including, when applicable, the date of beginning of the contract time.

"Object Class" means a budget category.

"Parties" means the parties to this Contract

"Procurement Officer" means the Director of the Utah Division of Purchasing or the designee for specific contract procurements.

"PRPs" means Potentially Responsible Parties as defined by CERCLA.

"Processes" as used herein includes methods or systems of construction.

"Project Engineer" means the individual designated as such in Exhibit A hereto.

"Project Executive" means the individual designated as such in Exhibit A hereto.

"Project Manager means the individual designated as such in Exhibit A hereto.

"Project Superintendent" means the individual designated as such in Exhibit A hereto.

"Property Owner" means any person with a legal right to use or occupy individual property

within the site.

“Provide” means to furnish and install, complete and ready for intended use, as applicable in each instance, except as otherwise defined in greater detail.

“Quantity Work” means the estimated quantities of excavation and backfill Work included in the Contract Total Price as described in the schedule of bid prices of the Contract.

“Related Parties” for the purposes of this Contract, shall mean organization/persons related to the Contractor by any of the following: Marriage; Blood; One or more partners in common with the contractor; One or more directors or officers in common with the Contractor; More than 10% common ownership, direct or indirect, with the contractor.

“Removal Action” or “RA” or “Project” shall mean the construction and implementation of the Superfund removal design at the Site as described in the Drawings and Specifications.

“Sites or “Premises” mean the Site areas upon which or in which Work under this Contract is being carried on, together with such areas adjacent thereto, as may be designated for Contractor’s use for a specified limited period of time by Engineer or UDEQ.

“Specifications” or “Technical Specifications” means the Technical Specifications found in the project manual and enumerated in the List of Specifications attached hereto as Exhibit “C”.

“State” means the State of Utah including its departments, divisions, and other such subdivisions but not including Salt Lake County or Salt Lake City.

“Subcontractor” means any individual, partnership, firm, corporation or business entity other than an employee of the Contractor, who Contracts with the Contractor to furnish labor, or labor and materials, at the Site. The term includes all tiers of Subcontractors. The term includes successors, heirs and assignees.

“Substantial Delay” means a delay which causes the Contractor to fail to complete the Work by the number of days specified in the Contract or such later time as allowed by UDEQ’s written extension.

“UDEQ” means the Utah Department of Environmental Quality and includes its designated representatives.

“Warranty Period” means the time period following substantial completion of the Work during which the contractor is required to correct defects, as set forth in Article 17.

“Work” means the obligations undertaken by the Contractor pursuant to the Contract Documents. Work includes, unless specifically excepted, the furnishing of all material, labor, engineering, survey, layout, equipment, supplies, plants, tools, scaffolding, transportation, temporary construction of every nature, superintendence, insurance, taxes, permits, bonds, and all other services, facilities and expenses, whether specified herein or not, necessary for the full

and proper performance and completion of the requirements of the Contract Documents. Work also means that which is produced, remediated, constructed or built pursuant to the Contract Documents. The Work includes the responsibilities of Contractor listed in the Contract and listed or described elsewhere in the Contract Documents.

"Working Drawings" are supplemental design sheets or similar data which the Contractor is required to submit to the Engineer such as stress sheets, shop drawings, erection plans, falsework plans, framework plans. cofferdam plans and bending diagrams for reinforcing steel.

"Written Permission of the Engineer" is a letter signed by the Engineer granting specific permission and outlining limitations of permission.

ARTICLE 2

THE WORK

2.1 DESCRIPTION OF THE WORK

The Removal Action consists of all Work necessary for the complete construction of a site clear of contaminated cement kiln dust contaminated soils as defined in the Action Memorandum, contaminated debris, chrome-brick, off-site transportation and disposal of contaminated materials, observation well abandonment.

2.2 LOCATION OF THE WORK

The Removal Action Site #1 consists of a privately owned parcel of land located in Salt Lake City, Utah west of 8800 West and south of 700 North. Site #5 is a privately owned parcel located in North Salt Lake, Utah, south of Center Street and east of the Jordan River.

2.3 WORK NOT INCLUDED

All work over and above or deviating from the Work to be performed under the Contract Documents is outside the purview of the Contract Documents, and UDEQ shall have no responsibility or liability with respect thereto.

2.4 NO SEPARATE CONTRACTS.

Contractor and its Subcontractors shall not enter into independent arrangements with property owners or Cities to provide services or materials prior to the termination of this Contract.

ARTICLE 3

TIME

3.1 COMMENCEMENT

The Work to be performed under this Contract shall be commenced within seventy-two (72) hours of receipt of: (i) written notice to proceed with , (ii) reproducible copies of the Contract Documents, and (iii) copies of construction access agreements signed by the Property Owners on whose property the Removal Action is to be performed. UDEQ shall obtain access agreements from the Property Owners and provide the Contractor with signed copies of the access agreements. The Contractor shall obtain all necessary permits for the Work.

3.2 CONTRACT TIME

This Contract shall be effective upon the date of the last signature. Except for warranty work, the Work shall be substantially completed by July 2005. The contract completion date shall be established as 180 calendar days following the Notice to Proceed. This Contract shall terminate upon expiration of the warranty period. If the Work is not completed by November 19, 2004, the Contractor may be required to demobilize and return the next spring to finish the Work as directed by UDEQ through the Engineer. If so directed, the Contractor will not be entitled to an increase in the Contract Total Price. UDEQ may grant an extension of the November 19, 2004 date into the winter months if UDEQ is reasonably certain that continuation of the Work will not adversely affect the quality of the Work or the property owners.

3.3 TIME IS OF THE ESSENCE

Contractor acknowledges that time is of the essence in the performance of its obligations under this Contract. The Work shall be completed in accordance with the Removal Action Construction Schedule, a copy of which is attached hereto as Exhibit "D".

ARTICLE 4

CONTRACT DOCUMENTS

4.1 THE CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire understanding between the UDEQ and Contractor, except for written modifications issued after the date this Contract is executed, are as follows:

Attachment A - Bid Forms
Attachment B - Terms and Conditions including exhibits

- Contractor's Personnel and Staff attached as Exhibit "A";
- Drawing Index evidenced by list attached as Exhibit "B";
- Specifications Table of Contents evidenced by list attached as Exhibit "C";

- Removal Action Construction Schedule attached as Exhibit "D";
- Unit Prices attached as Exhibit "E";
- Bond Forms attached as Exhibit "F";
- Labor Standards Provisions for Federal and Federally Assisted Contracts attached as Exhibit "G";
- Payment Request Form attached as Exhibit "H";
- Community Involvement Plan attached as Exhibit "I";
- Certificate of Insurance and Endorsement attached as Exhibit "J".
- Signing of Uniform Hazardous Waste Manifests and Land Ban Modifications/Certificates attached as Exhibit "K".

4.2 CORRELATION AND INTENT OF CONTRACT DOCUMENTS

A. The Contract Documents are complementary and are intended to include or imply all items required for the proper execution and completion of the Work. Any item of Work required by the specifications or any other portion of the Contract Documents, but not shown on the drawings or shown on the drawings and not required in the specifications, shall be provided by the Contractor, without increase in the Contract Total Price described in Article 5 herein as if shown or mentioned in both, all in conformance with the Contract Documents or clarifying instructions from the Engineer. In addition, where two or more provisions of the Contract Documents are complementary, the more detailed provision shall control over the more general provision. Where compliance with two or more requirements conflict, Contractor shall comply with the most stringent requirements. The Contract Documents shall be construed to require high quality Work and to include all items necessary to produce the results intended.

B. The drawings and specifications shall be furnished by UDEQ and indicate the scope and detail of the Removal Action in terms of the elements of construction. The Contractor shall review the Contract Documents for compliance with all applicable laws and ordinances that bear upon (i) the performance of the Work; (ii) construction means, methods, techniques, sequences or procedures and (iii) safety and health precautions and programs in connection with the Work. In performing its review of the Contract Documents, Contractor shall exercise the standard of care normally exercised by a contractor possessing the qualifications, knowledge and expertise warranted and represented in the Article 7.2 and otherwise in this Contract. On the basis of the Contract Documents and the Work indicated, described or implied in or from the Contract Documents, the Contractor shall provide all items required for the proper execution and completion of the Work including any legal requirements. However, subject to Article 16 of the Agreement, that Work required as a result of the Drawings and Specifications not being in compliance with Legal Requirements shall entitle Contractor to an equitable adjustment of the Contract Total Price as determined by the Engineer and UDEQ and communicated to the Contractor by the Engineer. The enumeration of particular items of Work in one portion of the Contract Documents shall not be construed to exclude other items reasonably necessary or implied therefrom.

C. Generally, the specifications describe Work which cannot be readily indicated on the drawings and indicate types, qualities and locations of installation of the various materials required for the Work. The specifications are not intended to mention every item of Work in the specifications which can be adequately shown on the drawings nor to show on the drawings all items of Work described or required by the specifications even if they are of such nature that they could have been shown thereon. All materials or labor for Work which are shown on the drawings or is reasonably inferable therefrom as being necessary to produce a finished job shall be provided by the Contractor whether or not the Work is expressly covered in the specifications.

D. Contractor represents that it has carefully examined the Drawings and Specifications, and that the Drawings and Specifications are sufficient in content and detail, to complete the Work and to enable Contractor to deliver a fully completed Removal Action with all appurtenant improvements without the need for any change to the Contract Total Price or the Removal Action Construction Schedule in Exhibit "D." Other than as provided in Article 16 herein, Contractor shall not be entitled to an adjustment in the Contract Total Price or additional time for performance of Work to deliver the Removal Action as contemplated by the Contract Documents.

E. Any difference noted between the requirements of the drawings and the specifications or any differences noted within the drawings themselves or within the specifications themselves, shall be referred by the Contractor to UDEQ and the Engineer. The Engineer shall determine which provisions shall apply. Contractor shall perform the Work without increase in the Contract Total Price or extension of the Removal Action Construction Schedule and shall not be entitled to an increase in the Contract Total Price or an extension of time as a result of any such differences so noted.

F. By execution of this Contract, the Contractor represents and warrants that it has examined all premises (including, for the purposes hereof, streets, sidewalks, driveways, pads, buildings located within and adjoining the Sites, and any and all other property improvements) within and adjoining to the Sites, and has ascertained the materials and construction of the buildings and improvements and all existing conditions of such premises and the buildings thereon. In performing the Work the Contractor will use the protective measures necessary to keep and leave the said streets, sidewalks, driveways, pads and buildings in the same condition as they were before commencing Work regardless of whether those protective measures are indicated on drawings or specified, without any addition to the Contract Total Price. Conditions may be present on areas surrounding individual properties, the access road(s), and the Sites that are not depicted in the Contract Documents and that interfere with the Work. The Contractor represents that it has inspected the individual properties, the access road(s), and the Sites and their corresponding surrounding areas. The Contractor represents that it is aware of potential interference with the Work from existing conditions present in those surrounding areas. The Contractor represents that it has included estimated costs resulting from such potential interference in its bid. UDEQ agrees that potential interference does not include force majeure events. The Contractor understands and agrees that the Contract Total Price will not be increased due to interference with the Work caused by existing

conditions on surrounding areas regardless of whether existing conditions on surrounding areas are depicted in the Contract Documents.

4.3 SPECIFICATION FORMAT

A. The technical specifications are separated into titled sections for convenience only and are not intended to dictate or determine the trade or craft involved. Such separations shall not make the Engineer an arbiter for the division of responsibility between Contractor and Subcontractors, or among Subcontractors, nor shall such separation relieve the Contractor from the responsibility for the satisfactory completion of the entire Work regardless of the trade divisions.

B. The technical specifications use certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:

1. Abbreviated Language: Language used in Specifications and other Contract Documents is the abbreviated type. Words and meanings shall be interpreted as appropriate. Words that are implied, but not stated shall be interpolated as the sense required. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and the context of the Contract Documents so indicates.

2. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative form are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted. The words "shall be" shall be included by inference wherever a colon(:) is used within a sentence or phrase.

C. Words in the singular shall include the plural whenever applicable, or the context so indicates.

D. Where "as shown", "as indicated", "as detailed" or words of similar import are used, reference is made to the drawings accompanying the specifications unless otherwise stated. Where "as directed", "as required", "as permitted", "as authorized", "as approved", "as accepted", "as selected", or words of similar import are used, the direction, requirement, permission, authorization, action, acceptance or selection by the Engineer is intended unless otherwise stated.

ARTICLE 5

CONTRACT TOTAL PRICE

5.1 CONTRACT TOTAL PRICE

This is a fixed-price contract. The Contractor agrees to perform the Work for the Contract Total Price Bid set forth in Contractor's Bid Schedule in Attachment A, (may be referred to as "Contract Total Price"). The contractor shall accept the compensation Contract Total Price Bid as full payment for:

- Furnishing all materials, labor, equipment, tools, transportation and incidentals required for completion of the Work;

- All loss or damage due to the nature of the Work, action of the elements and unforeseen difficulties until final acceptance by the UDEQ.

- All costs arising from any infringement of a patent, trademark, or copyright;

No payment will be made for:

- Work which is in excess of that contained in the Contract;
- Removal and replacement of defective Work;

- Loss of anticipated profits;

Neither partial payment nor release of retainage will relieve the Contractor of the obligation to correct all defective Work or materials.

ARTICLE 6

PAYMENT PROVISIONS

6.1 SCOPE OF PAYMENT

A. This is a firm, fixed-price contract based upon unit prices and lump sum prices as described in the completed Bid Proposal forms and Unit Price, Exhibit E. The Contractor agrees to perform the Work for the amount specified in Number 7 on page 1 of the Contract Cover Sheet. The Contractor shall receive and accept compensation provided in the Contract as full payment for:

- Furnishing all materials, labor, equipment tools, transportation and incidentals required for completion of the Work;

- All loss or damage due to the nature of the Work, action of the elements and unforeseen difficulties until final acceptance by the UDEQ.

- All costs arising from any infringement of a patent, trademark, or copyright;

B. No payment will be made for:

- Work which is in excess of that contained in the Contract;

- Removal and replacement of defective Work;

- Loss of anticipated profits;

Neither partial payment nor release of retainage will relieve the Contractor of the obligation to correct all defective Work or materials.

6.2 PROGRESS PAYMENTS

Progress payments will be made at intervals not to exceed one calendar month. On or about the 10th of each month, the Engineer will measure, in accordance with the Technical Specifications, the amount of work performed during the preceding period and the value thereof at the Contract Unit Prices, including approved Change Order work performed during the preceding month. Those measurements and the Work completed will be reviewed with the Contractor and mutually agreed upon. Thereupon the Engineer will prepare the "Application and Certification for Payment" as found in Exhibit "H." The Application will be given to the Contractor for its concurrence and returned to the Engineer who will in turn certify the application and forward to UDEQ for payment and processing on the same business day. Payment of the certified Application and Certification for Payment will be not more than 60 days following receipt by UDEQ.

The Contractor shall acknowledge each progress payment estimate, as developed and submitted by the Engineer, with assurance that the work has been completed in accordance with the Contract Documents and that no known liens or claims are outstanding. The progress payment and certification shall be in the form set forth in Exhibit "H".

In the case of a dispute between the Engineer and the Contractor over the quantities reported, the Engineer will submit the Application and Certification for Payment without the Contractor's signature to avoid delay in the processing of payment to the Contractor.

If the Contractor fails to make payments to its subcontractors, the Engineer may withhold certification until the Contractor gives evidence that subcontractor accounts are current to the date of the UDEQ's last progress payment to the Contractor for monies due on work completed by its subcontractor(s) and for which Contractor has received payment.

From the total amount ascertained as payable, an amount equivalent to ten percent (10%) will be deducted and retained by UDEQ until the provisions of the Contract and Bond have been fully satisfied. If after completion of fifty percent (50%) or more of the Contract Total Price exclusive

of Mobilization, UDEQ and the Engineer believe that the Work is progressing satisfactorily and in accordance with the Removal Action Work Schedule, UDEQ may, at its option, reduce the amount retained from any progress payment to five percent (5%) of the amount due. When UDEQ believes that the total amount retained is adequate to assure completion, no further amount will be retained. UDEQ will calculate the retainage amount due the Contractor pursuant to the following formula: Retainage Payment to the Contractor is equal to the retainage held minus three times the estimated cost of punch list items. In no event will UDEQ be required to pay in excess of 90% of the Contract Total Price prior to the completion of all the Work the Contractor is obligated to perform under this Contract or until retention is reduced as set forth above.

The provisions of progress payment, withholding and retainage are solely for the benefit of UDEQ and no other party (including sureties of the Contractor) shall have any negligence claim or other action against UDEQ, the Engineer, or anyone acting on behalf of either of them for waiving or misapplying these provisions.

No certification signed by the Engineer for payment in accordance therewith made to the Contractor shall be an acceptance of the Work or materials or be construed or relied upon as any indication that the Work or materials are in accordance with the Contract Documents or that the amounts paid or certified therefore represent the correct cost or value of the Work or material or that such amounts are due the Contractor.

6.3 DAILY CERIFICATION OF FORCE ACCOUNT COSTS

UDEQ may require the Contractor to do work on a Force Account basis as described in Article 16, Changes, Claims, Price Adjustments, Extensions and Final Acceptance. If so, the Contractor shall maintain a separate daily accounting of all the time, equipment and material tickets for labor, equipment and material costs incurred as a part of Force Account Work. All time and material tickets for Force Account Work shall be clearly marked with the Force Account Work Authorization number to which they are attributable. The Engineer will sign each daily ticket acknowledging the special nature of the work performed.

6.4 PAYMENTS WITHHELD

A. The Engineer may withhold the Engineer' Payment Application or nullify the whole or a part of any application for payment and UDEQ may withhold payment to such extent as may be necessary to protect UDEQ from loss because of:

1. Defective Work not repaired or replaced.

2. Claims filed (unless Contractor provides title insurance, a bond or other security in the manner required by UDEQ).

3. Damage to another Contractor, Property Owner and/or private or public property and improvements.

4. Unauthorized deviations by the Contractor from the Contract Documents.

5. The failure of the Contractor to comply fully with any requirement of this Contract or the Contract Documents, including the failure of Contractor to complete the Work in accordance with the Construction Schedule.

6. The failure of the Contractor to prevent the filing of liens or claims or to avoid the reasonable probability of the filing of liens or claims against UDEQ.

B. UDEQ shall pay the Contractor in the next regular progress payment when the Contractor has remedied the foregoing problems to UDEQ's satisfaction.

C. Conditions precedent to payment are also set forth in the Section 01310 of the Technical Specifications.

6.5 FINAL PAYMENT

Upon satisfactory completion of the Work performed under this Contract, as a condition before final payment under this Contract or as a termination settlement under this Contract, the Contractor shall execute and deliver to UDEQ a release of all claims against UDEQ arising under, or by virtue of this Contract except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this Contract, by State law or otherwise expressly agreed to by the Parties, final payment under this Contract or settlement upon termination of this Contract shall not constitute a waiver of UDEQ's claims against the Contractor or its sureties under this Contract or applicable performance and payment bonds. Final payment to the Contractor shall include payment for the cost of the warranties required by the Contract Documents. The Contractor shall continue to perform warranty Work as required by this Contract after final payment

Prior to final payment and before issuance of the final certificate therefore, the Contractor shall also:

A. Deliver the following to UDEQ:

1. The warranties required by the Contract documents;

2. A notarized affidavit stating that all monetary obligations to suppliers of material, services, labor and all Subcontractors have been completely fulfilled and discharged;

3. The final release of all "Liens", as described in Article 5.6, unless Contractor provides a bond or other security acceptable to UDEQ

4. All submittals not previously submitted;

5. All Record Drawings and Operations and Maintenance Instructions required

by the Contract Documents;

6. A certificate addressed to UDEQ certifying that the Work has been completed

   a. in accordance with the original approved plans, Specifications and Contract documents; and

   b. in accordance with changes thereto which have been approved in writing by UDEQ.

7. All permits, licenses, approvals, certificates and authorizations required by any authority having jurisdiction;

8. Satisfactory proof that all claims and taxes arising from or which may arise from the Work have been finally and conclusively satisfied and released; and
9. All certified payrolls in compliance with the Davis-Bacon Requirements.

10. Such further documentation as UDEQ requires.

B. The Engineer shall make final measurements of the completed work and review with the Contractor those measurements and compilations for final concurrence as to the accuracy and completeness of all work including that included in the original estimated quantities and items and all approved Change Orders adding to or deleting from the Work as originally contracted. Upon the satisfactory concurrence, the Engineer will perform a Final Application for Payment and forward to the Contractor for its acceptance and return to the Engineer for certification and forwarding to UDEQ for payment processing.

C. In the event of a dispute between the Contractor and the Engineer in the settlement of final quantities and payment thereof, the Engineer will submit an Application for Payment marked “SEMI-FINAL” without the Contractor’s signature to avoid delay in monies due the Contractor that are not in dispute. The Engineer may include in the “semi-fina1” payment that portion of the retainage in excess of an amount estimated by the Engineer to cover one hundred twenty-five percent (125%) of the value of any unfinished or contested work.

The Contractor shall within thirty (30) days of the Engineer’s furnishing a statement of final quantities, file a claim in sufficient detail to enable the Engineer and UDEQ to ascertain the basis and amount of said claim. The Engineer and UDEQ will consider and determine the Contractor’s claims and it shall be the responsibility of the Contractor to furnish, within a reasonable time, such further information and details as may be required by the Engineer and UDEQ to determine the facts contentions involved in its claim. Failure to submit such information and details will be sufficient cause for denying the claims.

Upon final determination of the claims, the Engineer will then make and issue its Final Application for Payment and within sixty (60) days thereafter, UDEQ will pay the entire

amount, if any, found due thereon.

Any unresolved claim, dispute, counter-claim or other matters in question between UDEQ and the Contractor in completing final payment will be decided by arbitration or other dispute resolution method if the parties mutually agree (non-binding), or in a court of competent jurisdiction within the State of Utah.

6.6 LIENS

A. Contractor shall not permit or suffer any mechanic's or materialman's lien to be filed of record by Contractor or by any Subcontractor, laborer or material vendor on account of any Work performed under this Contract or against any of the monies due or to become due to the Contractor from UDEQ. However, the Contractor shall not be in default of this provision if it is contesting such lien in good faith and posts a bond or other security in form, substance and amount satisfactory to UDEQ. The Contractor shall deliver evidence reasonably satisfactory to UDEQ that, in the event of the termination of this Agreement due to Contractor's default or otherwise, such bond or other security shall remain in full force and effect.

B. Neither the final payment nor any part of the retainage shall become due until the Contractor has delivered to UDEQ:

1. A complete release of all liens, financial obligations or claims from itself, Subcontractors, suppliers of material or other agents acting an its behalf in connection with the Work, arising out of the Work or a bond or other security acceptable to UDEQ as to form, amount and substance. Such release need not include the Contractor's filed and unpaid claims against UDEQ.

2. An affidavit that so far as the Contractor has knowledge or information, that the releases include all the labor and material for which a lien could be filed.

3. If at any time, there shall be evidence of any lien or claim which UDEQ might become liable, or which should be charged to the Contractor, UDEQ shall have the right to retain, out of any payment due or thereafter to become due, an amount sufficient to indemnify UDEQ against such lien or claim, in the manner described in Article 14, including bond premiums and attorneys' fees. UDEQ may apply these retained amounts in any manner it deems proper to secure protection and/or satisfy such claims and liens.

C. If any lien remains unsatisfied, asserted or is discovered after all payments are made, the Contractor shall refund to UDEQ all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee. Contractor shall indemnify, defend and hold harmless UDEQ from any loss, costs, claims or damage, including UDEQ's attorney's fees, arising as a result of any unsatisfied lien claim against individual properties or the Sites.

D. Contractor acknowledges and agrees that it shall be solely responsible to comply with UDEQ's requirements that the Work is being performed and the payments being made in such a manner as to result in no mechanic's or materialmen's liens being filed as a result of the Work. No payments need be made to the Contractor until such time as UDEQ is satisfied as to the absence of such liens and/or the possibility of such liens being asserted and/or imposed, unless Contractor bonds over or secures title insurance over such liens in a manner acceptable to UDEQ. The cost and expense of such compliance shall be borne solely by the Contractor and shall in no way be reflected in the Contract Total Price nor asserted as a Contract extra.

6.7 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

A. Accounting system standards. The Contractor's system must track expenses by bid items of work. The system must also provide control, accountability, and an assurance that funds, property, and other assets are used only for their authorized purposes. The Contractor must allow UDEQ to review the adequacy of the financial management system as described in 40 CFR § 31.20(c).

B. Allowable costs. The Contractor's systems must comply with the appropriate allowable cost principles described in 40 CFR § 31.22.

6.8 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

The Contractor and Subcontractor, where appropriate, assure that the cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated Contract Amendments or Change Orders in excess of $100,000 affecting the price of this Contract are based on real, accurate and complete data supported by their books and records. If UDEQ or EPA determines that any price *(*including profit) negotiated in connection with negotiated Contract Amendments or Change Orders in excess of $100,000 affecting the price of this Contract are thereunder increased by any significant sums because the data provided was incomplete, inaccurate or not current at the time of submission, then such price or cost or profit shall be reduced accordingly and UDEQ shall modify the Contract in writing to reflect such action.

Failure to agree on a reduction shall be subject to the remedies clause of this Contract.

ARTICLE 7

THE CONTRACTOR'S STATUS AND DUTIES

7.1 CONTRACTOR'S STATUS

All services performed by the Contractor under this Contract shall be performed in the capacity of independent contractor and not as agent except as expressly set forth in the Contract Documents. The Contractor shall comply with all laws relevant to its status as an independent

Contractor, including but not limited to: unemployment insurance, disability insurance, surety bonds and workmen's compensation. The Contractor has no authorization, express or implied, to bind UDEQ or the State to any contract, agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as expressly set forth in the Contract Documents.

7.2 REPRESENTATIONS AND WARRANTIES OF QUALIFICATION, KNOWLEDGE AND EXPERTISE

The Contractor represents and warrants the following to UDEQ (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to UDEQ to execute this Contract which representations and warranties shall survive the execution and delivery of this Contract and the final completion of the Work:

A. That it is financially solvent, able to pay its debts as they mature and is possessed of sufficient working capital to complete the Work and perform its obligations hereunder;

B. That it is able to furnish the plans, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

C. That it is authorized to do business in the State of Utah and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it, the Work and the Removal Action and the Sites;

D. That its execution of this Agreement and its performance thereof is within its duly authorized powers;

E. That it has visited the Removal Action Sites, familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents; that the Removal Action Construction Schedule and Contract Total Price for the Work are reasonable and that Contractor is capable of performing the Work in accordance with all the requirements of the Contract Documents;

F. That the Contractor has inspected and thoroughly examined the Removal Action Sites, and does by execution of the Contract, acknowledge the existing conditions at the Removal Action Sites and the nature and location of the Work. Contractor further acknowledges that it has noted and ascertained the types of construction, materials and Work at the Removal Action Sites. The Contractor provided the figures used in arriving at the Contract Sites based upon its thorough examination of such existing conditions. Therefore, with the exception of unknown subsurface physical conditions, the Contract Fixed Price shall not be increased due to the effect these conditions may have on the performance of the work regardless of whether these conditions are indicated in the Contract Documents and regardless of the effect these conditions may have on the Contract Fixed Price;

G. That it: (i) possesses a high level of experience and expertise in the business, administration, construction, construction management and superintendence of projects of the size, complexity and nature of this environmental Removal Action; and (ii) will perform the Work with care, skill and diligence of a Contractor possessing such experience and expertise; and (iii) will perform the work within the standards of care of the industry.

H. That the Contractor shall perform all the Work and all of its responsibilities and obligations under and pursuant to the Contract Documents with the skill, care and diligence required by and consistent with the foregoing representations and warranties.

I. That pursuant to 31 U.S.C. § 1352, the Contractor certifies to the best of its knowledge and belief that:

1. No federally appropriated funds or funds disbursed or received pursuant to this Contract have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of this Contract, any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Contract, federal Contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, the Contractor shall complete and submit to UDEQ Standard Form LLL, "Disclosure Form to report Lobbying," in accordance with its instructions.

7.3 CONTRACTOR'S DUTIES

A. The Contractor shall perform all the Work required by the Contract Documents.

B. The Contractor is responsible for coordinating the various parts of the Work so that no part shall be left in an unfinished or incomplete condition owing to any disagreement between the various Subcontractors, or the Subcontractors and the Contractor as to where the Work of one begins and ends with relation to the Work of the other. The Contractor recognizes the relationship of trust and confidence established between it and UDEQ by this Contract. The Contractor covenants and agrees with UDEQ to furnish its best skill and judgment and to cooperate with UDEQ and the Engineer in furthering the best interests of UDEQ and to complete the Removal action in the most expedient and efficient manner possible. Contractor further agrees to: (i) furnish efficient business administration and superintendence of the Work, (ii) furnish at all times an adequate supply of workmen and material, and (iii) complete the Work consistent with the

representation and warranties set forth in Article 7.2 hereof, in the best way, and in the most expeditious and economical manner consistent with the interests of UDEQ.

C. Staffing. Contractor shall assign its senior executive and administrative professional and technical staff to the Work as listed in Exhibit "A" to the extent necessary to assure that its obligations under this Contract are carried out in full and shall not change such staff without prior written notice to UDEQ.

D. Covenant Against Contingent Fees. The Contractor assures that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business except to the extent disclosed in the form of the bid. For breach or violation of this assurance, the UDEQ shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

E. Duty not to use violating facility. The Contractor and its Subcontractors shall comply with all applicable standards which prohibit the use of facilities included on the EPA's List of Violating Facilities, 40 CFR § 35.6595(b)(2).

F. Conflict of interest.

1. State Officer/ Employee Conflicts. Unless disclosure was made in accordance with Utah Code Ann. Sections 67-16-8 and certification of such disclosure accompanied the Contractor's Technical Offer in bidding for this Contract and a copy is attached hereto, the Contractor represents that:

   a. No state employee, officer, agent nor family member, spouse or partner of the foregoing persons, nor organization, employing or about to employ the above referenced individuals, has a financial or other interest in the Contractor, and

   b. That none of its officers or employees are officers or employees of the State.

2. Organizational Conflict. The Contractor certifies that it provided with its Bid for this Contract complete information on its financial and business relationship with:

   a. All landowners at both of the unlisted Sites #1 and #5.

   b. The Contractor's parent companies, subsidiaries, affiliates, Subcontractors, or current clients at the Sites, or that no such information exists.

3. Subsequent Disclosure. The Contractor shall immediately disclose to UDEQ such conflict of interest information discovered after submission of the Contractor's Technical Offer in bidding for this Contract, the bid or award. UDEQ shall evaluate the information and in its sole discretion, determine whether to declare the Contractor nonresponsible and award the Contract to someone else.

4. Contractor's Employees/Agents. The Contractor shall notify UDEQ of any actual, apparent, or potential conflict of interest regarding any individual working on a Contract assignment or having access to information regarding the Contract. This notification shall include organizational and personal conflicts of interest. If such conflicts of interest exists, the employee or agency who is affected shall be disqualified from taking part in any way in the performance of the assigned Work that created the conflict of interest situation.

5. Employment. Pursuant to 40 CFR §35.6550(b)(2)(ii)(B) the Contractor shall not accept employment from any party other than the State or Federal agencies for work directly related to the Sites covered under the Contract for five years after the Contract has terminated. The State may exempt the Contractor from this requirement through a written release. This release must include EPA's concurrence.

6. Certification of independent price determination. The Contractor certifies that it included in its bid or proposal a certification of independent price determination stating that no collusion as defined by Federal and State antitrust laws, occurred during bid preparation.

7. Failure to disclose any of the aforementioned information will constitute a breach of this Contract. In such a case, UDEQ may terminate this Contract in addition to any other remedies it has under this Contract or at law for breach. If such failure to so disclose is determined by UDEQ to be deliberate or willful or with an intent to defraud or misrepresent, UDEQ will have, in addition to its remedies for breach of the Contract, remedies regarding debarment of the Contractor from participation in Contracting activities with the State or other remedies under law.

8. The Contractor shall not make payments for goods, services, facilities, salary/wages, professional fees, leases, etc., to Related Parties for Contract expenses without the prior written consent of the UDEQ. Disbursements by the Contractor to Related Parties made without such prior approval may be disallowed on audit, and may result in an overpayment assessment.

G. Confidentiality. The Contractor shall not provide data generated or otherwise obtained in the performance of the Contractor's responsibilities under a Contract to any party other than UDEQ, the State, EPA or their authorized agents for the life of the Contract, and for a period of five years after completion of the Contract.

H. (NOT USED)

I. Permits, Laws and Regulations.

1. The Contractor shall perform the Work in a safe and proper manner and comply with all laws, ordinances, codes, rules and regulations applicable to the Work and shall comply with the requirements of the ACTION MEMORANDUM (collectively, "legal requirements"). The Contractor shall obtain and pay for all permits, licenses and certificates of inspection necessary for the prosecution and completion of the Work. The Contractor shall give all notices and comply with all legal requirements bearing on the conduct of the Work and to the Work itself. If the Contractor observes that the Drawings and Specifications are at variance with the legal requirements, it shall promptly notify the Engineer and UDEQ in writing. The Contractor shall make necessary changes to comply with legal requirements as directed by UDEQ and the Engineer in the manner set forth in Article 16. Where Drawings and Specifications conflict with applicable Legal Requirements, the applicable Legal Requirements are to be followed and Contractor, prior to acting contrary to the Drawings and Specifications, unless such delay would result in damage or injury to person or property or liability to UDEQ, shall advise UDEQ of such conflict. The Contractor shall promptly notify UDEQ and the Engineer, and the respective departments of official governmental entities, agencies or authorities (collectively "governmental authorities") when its Work is ready for inspection and shall, at once, do all Work required to remove any violations or to comply with such inspections, without adjustment in the Contract Total Price. The Contractor shall perform all Work necessary to obtain approvals from applicable governmental authorities without adjustment in the Contract Fixed Price unless such approvals cannot be obtained based upon the Drawings and Specifications as prepared.

2. If the Contractor performs any Work which is contrary to applicable legal requirements, it shall make all changes as required to comply therewith and, unless the Drawings and Specifications required Work which was not in conformance therewith, the Contractor shall bear all costs arising therefrom and shall not be entitled to an adjustment in the Contract Fixed Price.

3. The Contractor shall also comply with the current regulations of all other codes named in the Specifications for the various divisions of the Work.

4. Contractor shall comply with the most restrictive legal requirements applicable to the Work.

5. The Contractor shall familiarize itself and comply with the legal requirements whether referred to in this Contract or not.

6. In the employment and use of labor, the Contractor shall conform to all Federal and State statutory requirements regarding labor, including but not limited to EPA Form 5720-4 ("Labor Standards Provisions for Federally Assisted Construction Contracts") attached hereto as Exhibit "G". The form contains the Davis-Bacon

Act requirements (40 U.S.C.§ 276a-276a-7), the Copeland Regulations (29 CFR Part 3), The Contract Work Hours and Safety Standards Act Overtime Compensation (940 U.S.C.§ 327-333), and the nondiscrimination provisions in Executive Order 11246 as amended. The applicable Davis-Bacon wage schedule is attached as a part of Exhibit "G."

J. Contractors must follow the flood hazard area requirements of the Flood Disaster Protection Act of 1973 contained in 40 CFR Part 30.

K. Taxes. The Contractor shall pay for all applicable Federal, State and local fees and taxes on all materials, labor or services furnished by it, and all fees and taxes arising out of the operations under the Contract Documents. Such taxes shall include, but not be limited to excise, old age benefit, social security, and unemployment taxes, customs duties, and all income taxes and other taxes in force or hereafter enacted prior to Final Acceptance of the Work. The Contractor shall assume all liability for the payment of any unemployment benefits payable under any Federal or State law to individuals employed by him during the progress of the Work covered by this Contract. The Contractor represents that all fees, taxes and benefits enacted prior to award of this Contract are included in the Contract Total Price. If any law, rule or regulation is or has been enacted, which requires UDEQ to directly or indirectly pay the amount of any such Tax and benefits, or should any such law, rule or regulation direct UDEQ to collect the same, or make UDEQ liable for the collection thereof, or make the UDEQ responsible therefor, the parties agree that the Contractor shall make all payments therefore prior to the date that any penalty or interest becomes applicable and shall provide a copy of the paid tax bill to UDEQ prior to such date, and shall fully and completely indemnify and save UDEQ harmless from any and all such taxes. The parties agree that UDEQ shall have the right to deduct the amount of any and all such taxes from the Contract Total Price at any time UDEQ may, in its sole discretion, deem it advisable. In such case, the Parties agree that UDEQ shall have the right to deduct moneys from the next payments due under this Contract and from the retainage without any liability whatsoever.

L. Royalties, Patents and Copyright.

1. The Contractor shall comply with patent law or other laws protecting the rights of third parties. The review by the Engineer or UDEQ of any method of construction, invention, appliance, process, article, device or material of any kind shall be for its appropriateness for the Work, not to determine whether the proposed use would violate any patent or other rights of any third person. This review does not relieve the Contractor of its obligation to indemnify UDEQ, as described in Article 18.1 of this Contract.

2. The Contractor shall be responsible for determining whether any of the materials or processes called for in the Contract Documents are patented and require the payment of royalties. If claims for patent infringement or otherwise arise from the use of patented materials or processes called for in the Contract Documents, the Contractor shall be liable as set forth above.

3. The EPA and the State reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize for use for government purposes the copyright or patent in any work developed under this Contract and any rights to copyright or patent the Contractor purchases pursuant to this Contract.

M. Environmental Standards. The Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190), 42 U.S.C.§ 4321 and Executive Order (EO) 11514, 35 Federal Register 4247; (b) notification of violating wetlands pursuant to EO 11738; (c) protection of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.); (f) conformity of Federal actions to State Clean Air Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

N. The Contractor shall comply with the requirements of 40 CFR § 35.6550(3) (submission of cost or price data) and 40 CFR § 35.6335 (property management standards) and shall require the same of its Subcontractors.

O. The Contractor shall comply with the mandatory standards and policies on energy efficiency contained within the State's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 40 CFR Part § 35.6595 (b)(1).

P. The Contractor agrees to use recycled paper to the extent required by the U.S. EPA Order No. 1000.25 dated January 24, 1990. Contractor agrees to use recycled paper for all reports which are prepared as a part of this Contract and delivered to UDEQ for submittal to the EPA, as directed by UDEQ.

ARTICLE 8

CONTRACTOR'S AND SUBCONTRACTOR'S RESPONSIBILITIES

8.1 SUBCONTRACTS

A. The Contractor shall, prior to the execution of any subcontracts, notify the Engineer and UDEQ in writing of the names of subcontractors proposed for the Work. The Contractor shall not engage a subcontractor without the prior, written approval of UDEQ. If, UDEQ determines that a proposed subcontractor is not qualified to perform the portion of the Work for which it is selected, or is not bondable, the Contractor shall obtain an alternate subcontractor at the Contractor's cost and without adjustment to the Contract Price. If

UDEQ disapproves of a proposed subcontractor for any other reason, the Contractor shall obtain an alternate subcontractor. If the amount of the subcontractor price for the alternate subcontractor is different than that of the originally proposed subcontractor then the ensuing credit or additional amount involved shall be established in accordance with Article 16.4 of the Contract.

B. The Contractor agrees that it is as fully responsible to UDEQ for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by the Subcontractor, as Contractor is for the acts and omissions of persons directly employed by the Contractor.

C. Nothing contained in the Contract Documents shall create any contractual obligation between any Subcontractor and UDEQ, the Engineer or EPA.

8.2 SUBCONTRACTORS

A. The Contractor agrees that all subcontracts shall require Subcontractors to agree:

1. To be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward UDEQ;

2. To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for timely payment;

3. To make any claims for extras, for extensions of time, and for damages for delays or otherwise, to the Contractor in the manner Contractor makes claims against UDEQ in Article 16, except that the time limit for making claims for extra cost is twenty-one calendar days, from the occurrence of the event giving rise to the claim;

4. To waive its right of subrogation against UDEQ and the State on all insurance policies that are in any way related to the Work;

5. To procure and maintain workers compensation insurance;

6. (NOT USED)

7. To comply with the requirements of 40 CFR § 35.6610.

B. The Contractor agrees to pay the Subcontractor, upon the receipt of payment from UDEQ the amount allowed to the Contractor on account of the Subcontractor's Work to the extent of the Subcontractor's interest therein.

8.3 COMPLIANCE WITH FEDERAL REQUIREMENTS IN AWARD OF SUBCONTRACTS

The Contractor must comply with the following provisions set forth or referenced in 40 CFR § 35.6610 in the award of Subcontracts. (This Article 8.3 does not apply to a supplier's procurement of materials to produce equipment, materials and catalog, off-the-shelf, or manufactured items).

A. Debarment. The Contractor will not award any subcontracts or permit any award of a subcontract at any tier to any party which is debarred or suspended or is otherwise excluded from participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." While evaluating potential subcontractors, the Contractor must consult the most current "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" to ensure that the potential subcontractors are not prohibited from participation in assistance programs.

B. Selection of Responsible Subcontractors. The Contractor will make awards only to responsible subcontractors possessing the ability to perform successfully under the terms and conditions of the Contract Documents. The Contractor shall consider such matters as subcontractor integrity, compliance with public policy, record of past performance, and financial and technical resources in making the award.

C. MBE/WBE Utilization. The Contractor will require Subcontractors to comply with the requirements of Article 22 (regarding minority and women's business enterprises and small business in 40 CFR §35.6580).

D. Competition. The Contractor must conduct subcontracting transactions in a manner providing maximum, full and open competition. The Contractor is prohibited from specifying only a "brand name" product, instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements. If the Contractor prepares written specifications they must include a clear and accurate description of the technical requirements and the qualitative nature of the material, product or service to be procured.

D. Federal Cost Principles. Contractor must require the Subcontractor to comply with the applicable federal cost principles in 40 CFR § 31.22.

F. Prohibited Contracts. The Contractor may not use a cost-plus-percentage-of-cost (e.g. a multiplier which includes profit) or a percentage-of construction-cost type of subcontract.

G. Required Subcontract Provisions.

1. General: Each subcontract must be a sound and complete agreement, and include the following provisions: (a) Nature, scope, and extent of Work to be performed; (b) Time frame for performance; (c) Total cost of the Subcontract; (d) Payment provisions.

2. Other:

a. Energy efficiency: A subcontract must comply with mandatory standards and policies on energy efficiency contained in the State's energy conservation plan which is issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

b. Violating facilities: Subcontracts in excess of $100,000 must contain a provision which requires Subcontractor compliance with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15) which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans.

c. Patents, inventions, and copyrights. All subcontracts must include notice of EPA requirements and regulations pertaining to reporting and patent rights under any discovery or invention which arises or is developed while conducting Work under a subcontract. This notice shall also include EPA requirements and regulations pertaining to copyrights and rights to data contained in 40 CFR § 31.34.

d. Labor Standards: The Contractor must include a copy of EPA Form 5720-4 ("Labor Standards Provisions for Federally Assisted Construction Contracts") in each subcontract for construction (as defined by the Secretary of Labor in 29 CFR Part 5). The form contains the Davis-Bacon Act requirements (40 U.S.C. § 276a-276a-7), the Copeland Regulations (29 CFR Part 3), The Contract Work Hours and Safety Standards Act Overtime Compensation (40 U.S.C. § 327-333), and the nondiscrimination provisions in Executive Order 11246 as amended.

e. Conflict of Interest: The Contractor must include provisions in the subcontract pertaining to conflict of interest as described in 40 CFR § 35.6550(b)(2).

f. The Contractor must comply with the requirements regarding model Contract clauses described in 40 CFR § 33.1030 (1987) in preparing the subcontract.

g. Records Access. Pursuant to 40 CFR § 35.6710(c) the Contractor must require its Subcontractors to comply with the requirements regarding records access described in 40 CFR § 31.36(i)(10).

8.4 SEPARATE CONTRACTS

A. UDEQ reserves the right to procure other contracts in connection with the Removal Action. The Contractor acknowledges Property Owners may also procure contracts in connection with the Removal Action. The Contractor shall properly connect and coordinate its Work with other contractors. UDEQ may but is not required to provide direction .

B. If proper execution of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and measure the Work of the other Contractor and promptly report to the Engineer any defects or discrepancies in such Work. The Contractor's failure to inspect and make such report shall constitute an acceptance of the other Contractor's Work as fit and proper for the proper execution of its Work but shall not constitute a guarantee of such other Contractor's Work.

C. The Contractor, where separate contractors or their subcontractors are employed on the Work, shall not hold UDEQ or Engineer responsible for loss or damage or injury caused by any fault or negligence of such other contractors or subcontractors.

D. The Contractor must keep itself informed of the conditions at the Sites, and the progress of the Work of other contractors or subcontractors so as not to delay the delivery of materials or the installation of the Work called for in this Contract. The Contractor must cooperate with and extend available facilities to other contractors employed at the Sites, and must afford all other contractors reasonable opportunity for the storage of their materials and the execution of their Work. The Contractor recognizes that efficient construction and implementation of the Remedial Action requires that all the Work thereon be coordinated and agrees to commence and complete the Work in conformance with requirements of this Agreement regardless of the activities of other contractors and subcontractors.

E. If UDEQ retains another contractor, UDEQ shall inform the Contractor in order to facilitate coordination of the Work. If UDEQ obtains actual knowledge that a Property Owner has retained a contractor, UDEQ shall use its best efforts to inform the Contractor. If the Contractor encounters problems in coordinating the Work with other contractors, the Contractor may seek the assistance of the Engineer who will use its best efforts to facilitate the coordination. However, the Contractor shall remain ultimately responsible for coordination.

F. If any other contractor or its subcontractor shall suffer loss or damage through any acts or omission on the part of the Contractor, or any of its Subcontractors, the Contractor shall reimburse such other contractor or his subcontractor by agreement if they will so settle. The Contractor shall not be reimbursed by UDEQ for such costs and shall not be entitled to an adjustment in the Contract Fixed Price. However, if the acts or omissions of the Contractor which caused the damage were expressly required by the Contract Documents the Contract Fixed Price may be adjusted. In this case the Contractor must file a claim in accordance with Article 16.2. Also, in this case, UDEQ shall not be required to

reimburse the Contractor for any settlement unless UDEQ expressly approved the settlement in writing before the settlement agreement was entered and satisfaction made.

H. As of the date of the award of this Contract, UDEQ has obtained all of the property owner's access for the work associated with their properties.

8.5 ASSIGNMENT OF THE CONTRACT

A. Contractor hereby assigns to UDEQ any and all rights that Contractor now has or hereafter may acquire pursuant to any contracts relative to the prosecution and performance of the Work whether subcontracts, leases, purchase orders, guarantees, warranties or otherwise, which rights UDEQ shall thereafter be entitled to reassign to any other person or entity (whether to another general contractor, EPA or otherwise). This assignment is a present assignment for collateral purposes, and UDEQ shall not exercise any of the rights conferred upon it by this Article until and unless UDEQ shall terminate this Agreement. Following such termination, UDEQ may exercise all of the rights of Contractor under the contracts and subcontracts relative to the prosecution and performance of the Work. The Contractor agrees that each contract entered into by the Contractor in connection with the Work shall contain the consent of each such Subcontractor, materialman, lessor and equipment supplier (hereinafter referred to individually as a "Contracting Party" and collectively as the "Contracting Parties") to the foregoing assignment and the agreement of each such Contracting Party that, upon written notice from UDEQ of the occurrence of a default by the Contractor hereunder and the termination by UDEQ of this Contract or portion thereof applicable to the materials, equipment or services being furnished by such Contracting Party, such Contracting Party if so requested by UDEQ shall continue to perform all of such the Contracting Party's obligations, covenants and agreements under its contract with the Contractor for the benefit of UDEQ, and the Contractor agrees that such Contracting Party shall have no obligation to determine whether a default and termination of all or part of this Contract has in fact occurred. In consideration of such consent and undertaking by a Contracting Party, UDEQ hereby agrees that in the event UDEQ elects to exercise its rights under this assignment to have a Contracting Party continue to perform its contract with the Contractor, notwithstanding the termination, or partial termination of this Contract, UDEQ shall reimburse such Contracting Party in accordance with the terms and provisions of such party's contract with the Contractor, for all services, materials, supplies or equipment furnished to UDEQ.

B. This Contract may not be assigned by the Contractor and any act of the Contractor purporting to effect an assignment of this Contract shall be void and of no effect. The Contractor shall not delegate any of its duties as Contractor under this Contract; provided, however, that the Contractor may subcontract portions of the Work to qualified subcontractors acceptable to UDEQ and the Engineer.

C. This Contract may be assigned by UDEQ to the EPA or any person who succeeds to UDEQ's interest. In the event of such assignment, this Contract shall vest in UDEQ's assignee, who shall assume UDEQ's obligations hereunder and who shall thereafter be

deemed to be UDEQ hereunder; and the Contractor shall continue to be bound by its terms, so long as evidence of financing is in effect. If this Contract is so assigned, and if the assignee exercises its rights under any such assignment, and cures any curable material default existing hereunder on the part of UDEQ, Contractor agrees to release and discharge UDEQ, its officers, directors, agents, employees and independent contractors from any liability whatsoever arising from or growing out of this Agreement occurring before or after the date of UDEQ's assignment. In no event shall the foregoing be deemed to deprive UDEQ or the EPA of the benefits of any limitation on liability set forth in this Contract.

ARTICLE 9

THE ENGINEER

9.1 ENGINEER'S STATUS

A. The Engineer, during the construction period, shall observe the Work in process on behalf of UDEQ. Neither UDEQ nor the Engineer will be responsible for construction supervision, means, methods, techniques, sequences or procedures or for safety and health precautions and programs. Neither will UDEQ nor the Engineer be responsible for enforcement of health and safety requirements or standards at the Sites. Neither will UDEQ nor the Engineer be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Engineer shall have authority to act with UDEQ to the extent expressly provided in the Contract Documents or otherwise in writing, which shall be shown to the Contractor upon request.

B. The Engineer shall impartially interpret the scope of Work and performance required of the Contractor under the Contract Documents. The Engineer shall, on a timely basis under the circumstances, make judgements on all claims of UDEQ or the Contractor and on all other matters relating to the execution and progress of the Work and the interpretation of the Contract Documents. Neither party shall be bound by the Engineer's judgements. The parties do not waive the right to pursue other available legal remedies at any time regardless of the Engineer's judgements.

C. The Engineer will not be responsible to the Contractor or any Subcontractor, manufacturer, supplier, fabricator or consultant for the performance of this Contract, or the Work or products, or any effects resulting therefrom. In providing the services of a field representative for observation and review during the Removal Action construction phase and otherwise in relation to construction, the Engineer's review of submittals, materials and observation of the Work will not be complete or exhaustive. The Contractor will bring this provision to the attention of the parties with whom it contracts and have them do the same with those with whom they contract.

D. In fulfilling its duties and obligations described herein, the Engineer shall be an independent contractor and shall not act as agent of UDEQ, except as otherwise specifically provided herein.

9.2 CLARIFYING INSTRUCTIONS

A. The Engineer shall furnish with reasonable promptness, additional instructions deemed necessary by the Engineer by means of drawings or otherwise, necessary for the proper execution of the Work. All such instructions shall be consistent with or inferable from the Contract Documents. The Contractor shall execute the Work in accordance with the Engineer's clarifying instructions. The Contractor shall do no Work without approved drawings and instructions. In giving such instructions, the Engineer shall have authority to make minor changes in the Work, not involving an increase in the Contract Total Price or extension of time nor inconsistent with the intent of the Contract Documents.

B. Wherever typical parts or sections of the Work are completely detailed on the drawings and other parts or sections which are essentially of the same construction are shown in outline only, the complete details shall apply to the Work which is shown in outline.

9.3 OBSERVATION

A. UDEQ, EPA and the Engineer shall at all times have access to the Work. The Contractor shall provide proper and safe facilities and equipment for such access and for observation of the Work at the Sites, or elsewhere. At all times, the Contractor shall provide evidence satisfactory to the Engineer, UDEQ and the EPA that the materials used conform to the requirements of the Contract Documents. The Contractor shall also provide UDEQ, EPA and the Engineer complete, written information about the place of manufacture or procurement of materials to be used in the performance of this Contract, and full and free access to all shops and manufactories for the purpose of informing themselves as to the general condition and progress of the materials herein contracted to be used, installed or planted. The Contractor shall promptly submit complete, accurate, written information to the Engineer in response to the Engineer's questions concerning the Contractor's compliance with the Contract Documents and the Removal action requirements and the quality, performance and delivery schedule of the Work and such other data as may be requested by the Engineer.

B. The specifications, the Engineer's instructions, laws, ordinances or any public authority may require Work to be specially observed, tested or reviewed. The Contractor shall be responsible for specially observing, testing or reviewing the Work unless the specifications, Engineer's instructions, laws, ordinances or any public authority direct otherwise. Regardless of who is responsible for observing, testing or reviewing the Work, the Contractor shall give the Engineer timely notice of the Work's readiness for observation or testing and of the date fixed for such observation or testing. Required certificates of inspection, if any, shall be secured by the Contractor. Observation by the Engineer shall be made promptly. Observations may be made at the source of supply.

C. If any portion of the Work has been covered contrary to the specific requirements of the Contract Documents or written instructions of the Engineer, UDEQ or UDEQ's Testing Laboratory before it has been observed or tested, such Work must, if required by the Engineer or UDEQ, be uncovered for observation and replaced and recovered, at the Contractor's expense with no adjustment in the Contract Total Price.

D. The Engineer or UDEQ may request to see covered Work even though there was no specific requirement that the covered Work be observed or tested by the Engineer, UDEQ or UDEQ's Testing laboratory before being covered. The Contractor shall uncover the Work as directed. If such Work is found to be in accordance with the requirements of the Contract Documents, UDEQ shall reimburse the Contractor for the cost of such uncovering and recovering and Contractor shall be entitled to a reasonable adjustment in the Contract Total Price for such costs. If such Work is found to be not in accordance with the Contract Documents, the cost of uncovering, replacement and recovering shall be borne by the Contractor without adjustment in the Contract Total Price.

E. The Contractor shall place its field engineering force at the Engineer's disposal for field checking during any observation, testing or inspection period. When surveys and layouts of the Work are to be made, the Contractor shall notify the Engineer in sufficient time so that the Engineer may be present.

F. Neither the presence nor the absence of the Engineer on the job shall relieve the Contractor from responsibility for compliance with the provisions of the Contract Documents, nor from responsibility for the removal and the replacement of Work not in accordance therewith without increase in the Contract Total Price.

G. The Engineer is not authorized to make any material changes or modifications in the Contract Documents, to direct additional Work not required thereby nor to waive the performance by the Contractor of any material requirements of the Contract Documents without UDEQ's prior written approval.

ARTICLE 10

BUILDING MATERIALS, EQUIPMENT AND PROCESSES

10.1 SUBSTITUTIONS

A. When particular manufacturers' products or processes are specified for an item of Work, any one thereof is acceptable and the choice is left to the Contractor. However, the Contractor, at its option, may offer a substitute product or process which completely fulfills the requirements of the Contract Documents. Substitutions will only be considered if the Contractor submits a written request to the Engineer, and only under the following circumstances:

1. When the specified product or process is discontinued and not available from the manufacturer;

2. When, if a guarantee of performance is required and, in the judgment of the Contractor, the specified product or process will not produce the desired results; or

3. When such substitution, in the opinion of the Engineer or UDEQ, is in the interest of UDEQ.

The Engineer will make recommendations to UDEQ regarding such substitutions and UDEQ may, in its sole discretion, reject or approve such substitutions. The Contractor shall not use the substitutions without prior written approval. The Contractor remains responsible for completely satisfying the requirements of the Contract Documents with respect to its use of products and processes, regardless of whether the Engineer recommends or UDEQ approves the use of a substitution. Neither UDEQ nor the Engineer shall be responsible for any substitutions. Regardless of the evidence submitted or any review or independent investigation by UDEQ or the Engineer, a request for a substitution of products, materials or processes is a warranty by the Contractor to UDEQ and the Engineer that such substitution meets the foregoing requirements.

B. Procedure: Requests for substitutions of products, materials or processes other than those specified shall be in writing and will be accompanied by evidence that the proposed substitution: (1) is equal in quality to the specified item; (2) will not entail changes in details and construction of related Work; (3) will be acceptable in consideration of the required design and artistic effect; and (4) shall not involve additional cost to UDEQ, unless the specified product, material or process is discontinued and unavailable from the manufacturer. Credits to UDEQ shall be described in an accompanying request for a change order pursuant to Article 16. The Contractor will furnish with its request such drawings, specifications, samples, performance data and other information as may be required by UDEQ or the Engineer.

C. Warranty: Regardless of the evidence submitted or any review or independent investigation by UDEQ or the Engineer, a request for a substitution of products, materials or processes is a warranty by the Contractor to UDEQ and Engineer that such substitution meets the foregoing requirements.

10.2 MANUFACTURERS' INSTRUCTIONS

A. Compliance: Manufactured articles, materials, plants, and equipment shall be applied, installed, planted, connected, erected, used, cleaned and conditioned in accordance with the manufacturer's or supplier's written instructions except as otherwise specified.

B. In case of any differences or conflicts between the requirements of the manufacturer's or supplier's instructions or specifications and the technical specifications, the instructions or specifications having the more detailed and precise requirements which are

specifically applicable to the Work in question, as determined by the Engineer shall govern.

10.3 APPLICATION

Each kind of workmanship required to complete the Work shall be performed by expert tradesmen or craftsmen who are thoroughly experienced in the required processes, working under the supervision of a firm which is known to be expert in all aspects of the application of the materials, equipment or system being installed in each case. This firm is referred to in the of the technical Specifications as the "Installer," "Fabricator" or similar term, and is recognized to be more knowledgeable than the Engineer in the exact details for the application being made.

ARTICLE 11

CONTRACTOR'S ADMINISTRATION AND SUPERVISION OF THE WORK

11.1 STAFF

A. The Contractor shall furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision and superintendence of the Work; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Work; and keep an adequate force of skilled workmen on the job to complete the Work in accordance with all requirements of the Contract Documents.

B. The Contractor shall include on his staff a qualified engineer ("Project Engineer") who shall be responsible for coordinating the shop drawings and details for various trades or divisions of the Work related to the Contractor's Work; checking for any conflicts or interference of the Work of one division or trade with another; checking for completeness of the shop drawings; direction of any changes as may be required for compliance with the Contract Documents before submission to the Engineer, and review of shop drawings in accordance with the Technical Specifications section titled "SUBMITTALS."

C. Prior to commencement of the Work, the Contractor shall select a project manager who will have full responsibility for the prosecution of the Work, with full authority to act in all matters as necessary for the proper coordination, direction and technical administration of the Work and who shall attend meetings at such place or places as shall be decided by UDEQ or the Engineer in order to render reports on the progress of the Work.

D. Before starting the work, the Contractor shall assign to the Project the individuals designated in Exhibit "A" to serve in the capacities or positions noted therein and shall not remove or replace any such staff from the Project, without prior written notice to UDEQ. The Contractor shall also notify UDEQ, in writing, of all temporary substitutes for each of the personnel designated in Exhibit "A" who will perform such persons responsibilities during routine vacation and sick periods.

E. (NOT USED)

11.2 SUPERVISION

A. The Contractor shall efficiently supervise and direct the Work, using its best skill and attention. It shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Engineer any error or omission which it may discover, and shall subsequently proceed with the Work in accordance with instructions from the Engineer concerning such error or omission.

B. The Contractor shall keep on the job throughout its duration a competent superintendent and any necessary assistants. The superintendent shall represent the Contractor in the absence of the Project Manager and all directions given to him shall be as binding as if given to the Contractor.

C. Neither the Engineer nor UDEQ shall participate in any way in the administration or supervision of the Work. The means, methods, techniques, sequences, procedures and safety and health measures utilized in the performance of the Work are the sole responsibility of the Contractor. Any means, method, technique, sequence or procedure set forth in the Contract Documents is solely to specify the desired end product; and if the means, method, technique, sequence or procedure will not result in the desired end product or is unsafe or illegal because of some inherent defect in the specifications or the particular conditions under which the Work is being performed, it is the Contractor's responsibility to select a correct means, method, technique, sequence or procedure. Nothing in the Engineer's review of the general quality and progress of the Work, shall be construed as the assumption of authority or supervision over the performance of the Work.

D. (NOT USED)

E. In the event UDEQ suffers or incurs any additional expense or liabilities because the Contractor failed to comply with the provisions of Article 11.1 "STAFF" or 11.2 "SUPERVISION", the Contractor shall bear the sole cost and expense as such is incurred by UDEQ and shall either immediately reimburse UDEQ for any such costs, expenses or liabilities or UDEQ may deduct the amount thereof against any payments which are due the Contractor under the Contract.

11.3 HOURS OF WORK

A. The Contractor shall furnish sufficient forces to ensure the prosecution of the Work within the time stated in the Contract, subject to "force majeure" events as determined by UDEQ in its sole discretion.

B. The Contractor developed its schedule and provided the costs used in computing the Contract Total Price based upon the hours it deemed necessary to satisfy the requirements

of the Removal Action Construction Schedule and the Contract Documents. The Contractor may determine that an increase in the amount of overtime originally used in computing the Contract Total Price is necessary to meet the Removal Action Construction Schedule. If so, UDEQ will not allow an increase in the Contract Total Price.

C. Contractor shall be entitled to no increase in the Contract Total Price as a result of extension of time except as specifically provided in Article 16.

D. Contractor shall perform the Work during the Work hours specified in the Article 12.1.B. and shall abide by the labor standards in Exhibit "G" as well as all other applicable legal requirements.

E. If UDEQ shall desire the Work of the Contractor hereunder to be accelerated beyond the rate that is herein contracted for, the Contractor shall, without affecting or abridging the rights of UDEQ set forth in any article hereof, upon receipt of a written order from UDEQ, employ overtime Work as so ordered. The difference in the actual cost of such overtime work (over the cost of the non-overtime work) as shown on the time slips checked and approved each day by the Engineer shall be paid by UDEQ to the Contractor and Contractor shall be due an adjustment in the Contract Total Price equal to the actual allowable cost of said overtime Work.

11.4 REFERENCE DOCUMENTS FOR THE WORK

The Contractor shall keep one complete set of all drawings, specifications and shop drawings at the Removal action Sites in good order, available to the Engineer and UDEQ. The drawings, specifications and shop drawings shall be kept up to date by replacing obsolete sheets with revised sheets as they are issued or by annotating all changes thereon. These record drawings shall be submitted to UDEQ prior to final payment in accordance with Article 19.2.

ARTICLE 12

SUBMITTALS

12.1 CONSTRUCTION SCHEDULE

A. Prior to the start of the Work, a Construction Schedule shall be approved by the Engineer. The Contractor shall prepare and submit to the Engineer, a comprehensive Construction Schedule for the various items of the Work in accordance with the requirements of the Specifications Section 01310, Progress Schedule and other Contract Documents. The Construction Schedule shall be a critical path method (CPM) cost and resource loaded representation of the Contractor's plan to prosecute the Work from Notice to Proceed through final completion. On a monthly basis, the Contractor shall enter the actual progress of the Work and confirm in writing any delay or deviation from the preceding month's schedule, including the action to be undertaken to correct each deficiency. The

Contractor shall maintain the progress of the Work in accordance with the Construction Schedule. If the time for completion is extended, the Contractor shall submit a revised Construction Schedule.

B. The Contractor shall submit to the Engineer a copy of the Schedule that was used in the preparation of the Bid within 5 working days of the date of the Notice of Award.

C. Contractor shall perform the Work in accordance with the Progress Schedule attached hereto as Exhibit "D" to the Contract and prepared by the Contractor in accordance with Section 01310, Progress Schedule of the Technical Specifications. The Contractor shall schedule removal activities subject to the following:

1. Submit a Contractor's Plan of Operation in accordance with Section 01305 of the Technical Specifications to UDEQ and the Engineer.

2. On-Site construction activities in the field shall be limited to the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, unless approved by the Engineer. No Work will be allowed on State holidays (as defined herein), unless approved by UDEQ or the Engineer.

4. The Contractor shall remove contaminated soil to the depths required by the drawings. Then the Contractor shall proceed with the Work.

5. When the Contractor determines that the site is completed, inspection by a representative of Contractor and the Engineer is required prior to final acceptance.

D. Cash Flow Projection and graph: The Contractor shall prepare and provide to UDEQ and the Engineer a cash flow projection and graph showing the estimated and actual dollar value of the Work completed at any date within the Contract time, and shall update the projection and graph monthly.

E. Adjustment of Construction Schedule: When the Construction schedule or any reports indicate that a delay may be expected, the Contractor shall take whatever measures are necessary to improve the progress of the Work and shall submit revised schedules to UDEQ and the Engineer within 10 days after learning of a proposed delay. The revised schedule shall indicate how the rate of progress will be regained without adjustment in the Contract Total Price. No adjustment or extension of the schedule or the time in which the Contract is to be performed will be made or granted, except as provided in Article 16.6.

12.2 OTHER SUBMITTALS

The contractor shall identify and submit the required documents outlined in SECTION 01300 Submittals in accordance with the submittal schedule shown..

12.3 SUBMITTALS FOR CONTRACT CLOSEOUT

For submittals to be furnished by the Contractor prior to completion of the Contract, refer to Articles 6.5, 6.6, 19.

ARTICLE 13

CONSTRUCTION PRACTICES AT THE SITE

---NOT USED---

ARTICLE 14

CORRECTION OF WORK

14.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall, within forty-eight (48) hours of notice from UDEQ or Engineer, remove from the premises all materials, equipment (whether incorporated in the Work or not) and all Work identified by the Engineer as failing to conform to the Contract Documents, and the Contractor shall promptly replace and re-execute all Work under this Contract in accordance with the Contract Documents and without expense to UDEQ and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. The removal, replacement and repair shall be performed with manpower sufficient so as not to interrupt or delay the Removal Action Construction Schedule and so as to avoid disturbance to occupants of the completed property or premises. The Engineer shall have the authority at all times, until final completion and acceptance of Work, to inspect and reject Work and materials which in its judgment, are not in conformity with the Contract Documents, and such decision shall be final and conclusive on both parties. The foregoing inspection of Work by Engineer shall not relieve Contractor of its obligations to warranty such Work as provided in this Contract.

14.2 CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate, nor payment, nor any provisions in the Contract Documents shall relieve the Contractor of responsibility for faulty materials, equipment or workmanship and, unless otherwise specified, the Contractor shall remedy any defects due thereto and pay for any damage to other Work resulting therefrom which shall appear within the warranty periods set forth in Article 17. UDEQ shall give written notice of such observed defects in accordance with Article 17.

14.3 UNCORRECTED WORK

If the Engineer and UDEQ deem it expedient to correct Work damaged, by the Contractor or Contractor's Subcontractors, or Work not performed in accordance with the Contract Documents, UDEQ shall be allowed the difference in value or shall at its election, have the right to have said Work or materials repaired or replaced, as well as the damage caused thereby, at the expense of the Contractor, at any time within the warranty period set forth in Article 17. Any expense incurred by UDEQ in connection with this Article 14.3, shall be borne by the Contractor and UDEQ may withhold money due the Contractor or recover money owed and paid to the Contractor to the extent of such expense, unless Contractor pays or satisfies UDEQ as to the payment of the cost of such corrective Work. Contractor will promptly notify the Engineer and UDEQ if and when it discovers such Work which requires correction.

ARTICLE 15

ACCEPTANCE OF THE WORK

15.1 SUBSTANTIAL COMPLETION

Work shall be deemed substantially complete after; (1) the Contractor has notified the Engineer that the Work is substantially complete and ready for inspection; (2) the Engineer, and UDEQ have performed a preliminary on-Site review; and (3) the Engineer has issued a written opinion to the Contractor that the Work has been substantially completed in accordance with the requirements of the Contract Documents except for minor adjustments, repairs or deficiencies, which shall be completed by the Contractor within fifteen (15) calendar days. Such minor adjustments, repairs or deficiencies shall be documented in writing by the Engineer in a punch list, and provided to the Contractor for correction or completion within 15 calendar days.

15.2 USE OF COMPLETED PORTIONS OF THE WORK (NOT USED)

15.3 FINAL ACCEPTANCE

Final Acceptance of will be made after a final on-Site review by the Engineer, UDEQ, and Contractor when all requirements of the Contract Documents have been completed, including all punch list work.

ARTICLE 16

CHANGES, CLAIMS, PRICE ADJUSTMENTS, EXTENSIONS AND FINAL ACCEPTANCE

16.1 CHANGES

A. UDEQ may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the Contract, including but not limited to changes:

1. In the Specifications (including drawings and designs);
2. In the time, method or manner of performance of the Work;
3. In the UDEQ-furnished facilities, equipment, materials, services or sites; or
4. Directing acceleration in the performance of the Work.

B. A change order shall also be any other written order (including direction, instruction, interpretation or determination) from UDEQ which causes any change, provided the Contractor gives UDEQ written notice within 5 calendar days of the Contractor's receipt of the order, stating the date, circumstances and source of the order and that the Contractor regards the order as a change order.

C. Except as provided in Article 16.1, no order, statement or conduct of the UDEQ shall be treated as a change under Article 16.1 or entitle the Contractor to an equitable adjustment.

D. If any change under Article 16.1 causes an increase or decrease in the Contractor's cost or the time required to perform any part of the Work under this Contract, whether or not changed by any order, UDEQ shall make an equitable adjustment and modify the Contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph 16.1.B above shall be allowed for any costs incurred more than 20 calendar days before the Contractor gives written notice as required in paragraph 16.1.B. In the case of defective specifications for which UDEQ is responsible, the equitable adjustment shall include any increase cost the Contractor reasonably incurred in attempting to comply with those defective specifications.

E. If the Contractor intends to assert a claim for an equitable adjustment under Article 16.1, Contractor must, within 30 calendar days after receipt of a written change order under paragraph 16.1.A or furnishing of a written notice under paragraph 16.1.B, submit a written statement to UDEQ setting forth the general nature and monetary extent of such claim. UDEQ may extend the 30-calendar day period. The Contractor may include the statement of claim in the notice under paragraph 16.1.B.

F. No claim by the Contractor for an equitable adjustment shall be allowed if made after final payment under this Contract.

16.2 CLAIMS

A. Definition: "Claim" means a demand or assertion by one of the Parties seeking, as a matter of right, modification, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.

B. Scope of Contractor's Claims.

1. Equitable Adjustment. The Contractor is entitled to file claims for an equitable adjustment to increase the Contract Total Price or the Contract Time or both. Contractor's claims shall not give rise to relief or damages other than an increase in the Contract Total Price or a change of the Contract Time or both.

2. Adjustment in Contract Total Price. The Contractor shall not make any alterations or omit anything, or perform any additional or extra Work, except upon written order signed by UDEQ, setting forth a description thereof and the amount to be allowed by UDEQ. No request for payment for extra Work will be honored unless accompanied by such written order. Claims for increases in the Contract Total Price or time for performance therefor, shall not be valid unless such extra Work or change is so ordered. UDEQ shall, upon request of the Contractor, advise the Contractor of the authority of the Engineer in such matters. All such Work shall be executed and paid under the provisions of the Contract.

3. Adjusted Quantities. Increases or decreases to Approximate Quantities in the amount of plus 15% or minus 15% shall be performed by the contractor for the unit price bid for those adjustments. If the quantities exceed ± 15%, the unit prices may be changed up or down based on appropriate documentation presented by the Contractor or UDEQ. Adjusted quantities will adjust the Contract Fixed Price.

C. Time. If the Contractor wishes to make a claim for a change in the Contract Total Price or in the completion date, it shall give the Engineer and UDEQ written notice as specified in Article 16.1 above.

D. Contents. All price proposals and claims shall be submitted by the Contractor in writing to the Engineer, with a copy to UDEQ, in the form required by the Engineer. The Contractor and Subcontractors shall furnish an itemized detailed breakdown of the quantities and costs used in computing the value of any Claim or change. The itemized breakdown shall, at a minimum, include: direct labor, indirect costs, equipment, materials, supplies, profit, time and any other items required by UDEQ or the Engineer. The development of Subcontractor's proposals for extra Work or change (which proposals are to be included in the Contractor's estimate of the cost of such extra Work or change as items of cost of the Work) shall be based on the Subcontractor's estimate of the cost of performance which shall include all Work complete, in place, and include all costs, expenses, overhead and profit of Subcontractors in connection therewith.

E. Change Order. Upon the Engineer's recommendation, UDEQ may sign a Change Order prepared by the Engineer, after receipt of the Contractor's Claim and price proposal and all other information and documentation requested by UDEQ or the Engineer.

F. Claims Resolution. All claims, counter-claims, disputes and other matters in question between UDEQ and the Contractor arising out of, or relating to, this Contract or the breach of it, will be decided by arbitration or other dispute resolution methods if the

parties mutually agree, or in a court of competent jurisdiction within the State of Utah. In other words, binding arbitration is not a part of this contract.

G. Equitable adjustment for increases or decreases in the Contract Total Price shall be determined by the method described in Article 16.4 Price Adjustments.

H. No change order which increases the Contract Total Price shall be authorized without a written certification, signed by an official of the State responsible for monitoring and reporting the status of the costs of the total project or the contract budget, stating that funds are available therefor.

I. Field Order: A Field Order is a written order issued by the Engineer which orders minor changes in the Work but does not involve a change in the Contract Total Price or the Contract Time. The Engineer has the authority to order minor changes in the Work not involving adjustment in the Contract Total Price, or an extension in the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on UDEQ and the Contractor.

16.3 DIFFERING SITE CONDITIONS

A. Notice. The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer and UDEQ, in writing ("differing site conditions notice"), concerning any:

1. Subsurface physical conditions at the Sites differing materially from those indicated in this Contract; or

2. Unknown above-grade physical conditions at the sites, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract.

B. Adjustments of Price or Time for Performance. After receipt of a differing site conditions notice, the Engineer shall promptly investigate the Sites. The Engineer shall determine whether such conditions differ materially and cause an increase or decrease in the Contractor's cost or time required for performance of any part of the Work under this Contract. If appropriate, the Engineer shall prepare a Change Order for UDEQ's signature. Upon receipt of the Engineer's recommendation, UDEQ may sign the Change Order prepared by the Engineer or otherwise modify the Contract in writing as UDEQ deems necessary. Any adjustment in the Contract Total Price made pursuant to this article shall be determined in accordance with Article 16.4 of this Contract.

C. Time Period For Claims. Any claim by the Contractor for an adjustment in the Contract Total Price for differing site conditions must be asserted by the Contractor, in writing, within thirty (30) calendar days from the date of the Contractor's differing site conditions notice. In no event shall a Claim by the Contractor for an adjustment be allowed after final payment has been made under this Contract.

D. No claim shall be allowed unless the Contractor has given the required differing site conditions notice.

E. Knowledge. Nothing contained in this "Differing Site Conditions" Article shall be grounds for an adjustment in the Contract Total Price if, the Contractor had or should have had actual knowledge of the existence of such conditions prior to the submission of bids.

16.4 PRICE ADJUSTMENTS

A. Price Adjustment Methods. Adjustments in the Contract Total Price for any extra Work, Claim or change, to the extent permitted or allowed hereunder, shall be determined by UDEQ in one or more of the following ways as applicable to the specific situations:

1. By agreement to a fixed price adjustment to the Contract Total Price which has been properly itemized, for Work complete and in place, including Contractor's fee. This adjustment shall be agreed to before commencement of the Work:

a. The Contractor shall furnish to UDEQ, a detailed estimate of the cost of all labor, materials, taxes and equipment required for the performance of such Work. Equipment usage rates, which include rental rates, shall be in accordance with:

Equipment - Machinery or special equipment (excluding small tools) authorized by the Engineer will be paid at an hourly rate obtained from the "RENTAL RATE BLUE BOOK ", published by EQUIPMENTWATCH. This publication can be obtained through:

EQUIPMENTWATCH
1735 Technology Drive, Suite 410
San Jose, CA 95110
(408) 467-6700

The rates require adjustment by Regional factors.

b. For added or deleted Work by a Subcontractor (not including unit price), the Contractor shall furnish to UDEQ a detailed estimate of the cost of the Subcontractors for all labor, materials, taxes and equipment to be used for such Work. Each such estimate shall be signed by the Subcontractor as its estimate of the costs thereto.

2. By adjusted quantities as set forth in the Article 16.2.B.3

3. Should UDEQ elect to have any extra Work performed on a time-and-material basis in lieu of Article 16.4.A.1 or 16.4.A.2, and so notifies the Contractor in

writing, such work shall be classed as Force Account, the Contractor shall perform such Work at actual direct allowable cost. When the necessity to proceed with a change does not allow time to negotiate a price, or in the event of failure of UDEQ and the Contractor to reach an agreement on price, UDEQ may order the Contractor to proceed on the basis of a price to be determined at the earliest practicable date. In each instance, the fee paid to the Contractor for performing the extra Work on a time-and-material basis shall be an allowance of ten percent (10%) for Contractor's overhead, plus the actual cost of bond premium for the work to be performed, plus up to five percent (5%) Contractor's profit, which profit shall be negotiated and agreed upon prior to the completion of the extra work. The fee amount shall be the entire compensation for fee, including Subcontractor's fee. In each case, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized cost accounting together with appropriate supporting data for inclusion in a Change Order. Upon final determination of the cost to UDEQ, payments on the Change Order shall be included in the Application for Payment and certified by the Engineer. Where any such additional Work, ordered as provided in this Contract, is to be paid for on a time-and-material basis, the Contractor shall also, for such purposes, permit UDEQ to audit its books. UDEQ's auditing right under this Article does not limit UDEQ's auditing rights under other Articles of this Contract.

4. In such manner as the Parties may mutually agree; or, in the absence of agreement between the Parties, by a unilateral determination by UDEQ of the costs attributable to the applicable event or situation, plus appropriate profit or fee, all as computed by the UDEQ.

B. Submission of Cost or Pricing Data. The Contractor shall submit certified cost or pricing data for any price adjustments, except where such adjustments are based upon established catalogue prices or market prices, or upon adequate price competition or are set by law or regulation. Any price adjustments allowable hereunder shall exclude any sums found by UDEQ to have resulted from any cost or pricing data furnished by the Contractor which were inaccurate, incomplete or not current as of the date of their submission to the UDEQ.

C. Any Work expressly included in the Drawings and Specifications shall be performed by the Contractor at no increase in the Contract Total Price despite any order, construction change authorization or change order from UDEQ to the Contractor which might contemplate such Work as an extra.

D. In the case of Change Orders involving both additions and deletions to the Work, the Change Orders shall be based on the net change to the Work. In the case of Change Orders involving deletions to the Work or other cost savings, the deductions from the Contract Total Price shall be decreased by an amount equal to the cost of the decreased Work computed pursuant to Article 16.4.

E. The Contractor shall submit all proposals for Change Orders in writing to the Engineer, with a copy to UDEQ, in the form required by the Engineer. The Contractor and Subcontractors shall furnish an itemized detailed breakdown of the quantities and costs used in computing the value of any change. The itemized detailed breakdown shall, at a minimum, include: direct labor, indirect costs, equipment, materials, supplies, profit, time and any other items required by UDEQ or the Engineer.

F. The Contractor shall keep such complete and detailed accounts as may be necessary to reflect its operations with respect to such changes and extras, and the system adopted shall be such as is satisfactory to the UDEQ. UDEQ, its agents and employees, shall be afforded access at all reasonable times, to the Contractor's accounting records relating to changes and extras. The Contractor hereby authorizes UDEQ to check directly with Contractor's suppliers of labor and materials the charges for such labor, materials and other items appearing in the Contractor's bills rendered to UDEQ.

G. The Engineer will review all Change Order requests and cause to be prepared a justification thereof prior to submittal to UDEQ for its approval.

16.5 EXTENSION OF TIME

A. UDEQ may extend the Contract Time by whatever period it deems appropriate for changes ordered in the Work, or for unanticipated material shortages on the North American continent, or by fire, or unavoidable casualties beyond the Contractor's control, or by delay authorized by UDEQ pending a decision, or by any cause which UDEQ decide justifies the delay. Should the Contractor be delayed by fault of UDEQ, the calendar days fixed for the completion of the Work shall be extended for the period equivalent to the time so lost. UDEQ shall not be held responsible for any loss or damage sustained by the Contractor through delay except as provided for by Article 20.B. The Contractor shall have no other remedy for delay, hindrances in the performance of the Work, loss of productivity, impact damages, other consequential damages or any other damages. UDEQ's exercise of any of its rights and remedies under the Contract Documents, regardless of the extent or frequency with which UDEQ exercises any such rights and remedies, shall not under any circumstances be construed as intentional interference by UDEQ with the Contractor's performance of the Work. Funding limitations shall not be construed as “intentional interference” by UDEQ.

B. Contractor covenants and agrees to exert its best efforts to avoid the occurrence of any cause for delay and to avoid any extension of Contract Time. Within five (5) working days after the cessation of such alleged cause for delay, the Contractor shall notify UDEQ and the Engineer of such cessation and the total amount of delay, if any, in performance dates which Contractor claims by reason of any such occurrence. Immediately following the commencement of any such cause for delay, representatives of Contractor, UDEQ and Engineer shall confer for the purpose of endeavoring to determine a course of action which would terminate or eliminate the occurrence or event which is causing delay.

C. Should the Contractor fail, refuse or neglect to supply sufficient workmen or to deliver the materials with such promptness as to prevent delay in the progress of the Work, or fail in any respect to diligently commence and prosecute the Work and proceed to the point to which the Contractor should have proceeded hereunder, or if the different parts thereof are not commenced, prosecuted, finished, delivered or installed on time as herein specified, or if the Contractor shall fail in the performance of any of the covenants of this Contract, UDEQ shall have the right to direct the Contractor to furnish, upon three (3) working days notice, additional labor and to expedite deliveries of materials, at no increase in the Contract Total Price, to the extent UDEQ determines is sufficient to accelerate and complete the Work as provided in the Construction Schedule. If such additional labor is not available, UDEQ shall have the right to direct the Contractor, at no increase in the Contract Total Price, to Work overtime to such an extent as will be sufficient, to speed up and complete the Work as provided in the Construction Schedule.

D. If, at the time UDEQ delivers the Notice to Proceed, Contractor is unable to obtain permits to proceed with the Work, or portions thereof, due to the failure of the Drawings and Specifications to comply with Legal Requirements, Contractor shall be entitled to a change in the Contract Time equivalent to the time lost or to an adjustment in the Contract Total Price, at UDEQ's discretion. Contractor shall advise UDEQ and Engineer of any changes or modifications to the Drawings and Specifications required by governmental authorities responsible for issuing such permits and shall coordinate obtaining such changes or modifications. If, due to an error or omission in the Contract Documents, any authority responsible for the issuance of permits requires the Drawings and Specifications to be amended or modified by the Engineer prior to or after commencement of the Work, and such amendment or modification constitutes a material change in scope of the Work or causes a significant delay, UDEQ may extend the time or adjust the Contract Total Price in accordance with Article 16.6, No Delay by Contractor.

16.6 NO DELAY BY CONTRACTOR

Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Contract, the performance of any Work, the delivery of any material, the payment of any moneys to the Contractor, or otherwise, the Contractor agrees that it will not directly or indirectly stop or delay any Work or the delivery of any materials pending the determination of such dispute or controversy.

16.7 FINAL ACCEPTANCE

Upon notice from the Contractor of presumptive completion of the Work, the Engineer will make an inspection. If the Work provided for in the Contract Documents has been satisfactorily completed, that inspection shall constitute the final inspection and UDEQ will notify the Contractor in writing of Final Acceptance indicating the date on which the Work was inspected and accepted.

If the inspection discloses any unsatisfactory work, the Engineer will give the Contractor a written list of the Work needing correction. Upon correction of the Work, another inspection

will be made. If the Work has been satisfactorily completed, the UDEQ will notify the Contractor in writing of the date of final inspection and acceptance.

Final Acceptance shall not preclude UDEQ from correcting any measurement, estimate, or certificate made before or after completion of the Contract, nor from recovering from the Contractor or surety or both, overpayment sustained because the Contractor failed to fulfill the obligations under the Contract. A waiver on the part of UDEQ of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor without prejudice to the terms of the Contract, shall be liable to UDEQ, for latent defects, fraud, or such gross mistake as may amount to fraud, or as regards UDEQ's rights under any warranty or guaranty.

ARTICLE 17

WARRANTIES

A. The Contractor agrees to perform all Work in strict accordance with the Contract Documents in a safe and careful manner. The Contractor warrants that all Work under the Contract, shall be free from defects and shall conform to the drawings, submittals and specifications as to kind, quality, function and characteristics of material and workmanship.

   Contractor agrees to promptly correct all defects in the Work which develop within a period of one year from the date of Substantial Completion of the Work on an Individual Property and of the completion of the Work on areas other than on Individual Properties or such longer period as specified in the Contract Documents. Most warranties exceeding one year are in the Specifications identified in Exhibit "C" hereto. However, some warranties may be specified elsewhere within the Contract Documents. Contractor also agrees to repair damage to other parts of the Work resulting from such defects.

   The term "defects includes defects, deficiencies, faults, or imperfections in the Work as determined by UDEQ in its sole discretion.

B. UDEQ shall promptly give notice to the Contractor of defects UDEQ observes. However the Contractor shall not be excused from its warranty obligations by UDEQ's failure to give such notice. The Contractor shall begin correcting defects within 48 hours after receipt of written notice by UDEQ and shall also make good any damage to other Work caused by the defect or its repair. No warranty Work shall be the basis for an adjustment in the Contract Total Price or for a claim of damages by the Contractor. If the Contractor fails to make adjustments, repairs, corrections or other work made necessary by such defects, UDEQ may do so and charge the Contractor the cost incurred. The performance bond shall remain in effect through the warranty period at 10% of the full amount or in such lesser amounts as determined by UDEQ.

C. The Contractor's obligations under this Article are in addition to the Contractor's other express or implied assurances under the Contract or State law and in no way diminish other rights that UDEQ may have against the Contractor for faulty materials, equipment or Work. The foregoing remedies shall not deprive UDEQ of any action, right or remedy otherwise available to it for breach of any of the provisions of the Contract Documents by the Contractor. The warranty periods shall not be construed as a limitation on the time in which UDEQ may pursue such other action, right or remedy.

E. The use of the term "guarantee" in this Contract shall be synonymous with the term "warranty" and the legal obligations imposed under one shall include the legal obligations imposed under the other.

ARTICLE 18

INDEMNIFICATION, INSURANCE AND BONDS

18.1 INDEMNIFICATION

A Contractor's Indemnification of State:

1. The Contractor shall fully defend, indemnify and hold harmless UDEQ and the State from claims or suits by third parties for loss or damage to property, bodily injury, including death, or other injury or damage arising from the performance of this Contract, including but not limited to, attorney's fees and litigation expenses, to the extent caused by the acts or omissions of the Contractor or its subcontractors at any tier. In addition, Contractor agrees to fully defend, indemnify and hold harmless the State and UDEQ from claims or suits by third parties for loss of or damage to property or bodily injury, including death, or other injury or damage arising from the Work at the Sites, including inspection or general supervisory negligence of UDEQ or the State but not including final inspection or such claims or suits as may be caused from the sole negligence of the State or UDEQ. The claims referred to in this paragraph may by referred to as "Indemnification Claims" elsewhere in this Contract.

2. The State shall notify the Contractor of any indemnification claim within thirty days of receiving actual notice of the claim and shall give the Contractor reasonable information, authority and assistance as requested to enable the Contractor to perform the obligations set forth in this Article. A failure to notify the Contractor of a claim shall discharge the obligations set forth in this Article only to the extent that the Contractor has been prejudiced in the defense of such claim.

3. The foregoing indemnification obligation shall not deprive the State of any other action, right or remedy otherwise available.

4. The Contractor's indemnification obligations shall not be restricted by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or its subcontractors at any tier, under workers' or workmen's compensation acts, disability benefit acts or employee benefit acts.

18.2 INSURANCE

A. The Contractor's Insurance Obligation. The Contractor shall procure and maintain insurance of the kinds and in the amounts hereinafter provided from insurance companies admitted or approved to do business in the State. The insurance companies shall be rated "A" or better with a financial category size of Class X or larger by A.M. Best Company at the time the Contract is executed. Contractor expressly understands and agrees that any insurance protection required by this Contract shall in no way limit Contractor's obligations assumed in this Contract, and shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it preclude UDEQ from taking such other actions as are available to it under any provision of this Contract or otherwise in law. The cost of the Contractor's insurance obligation is included in the Contract Total Price.

B. Required Liability Coverage.

1. The Contractor is required to procure and maintain Commercial General Liability and/or Comprehensive General Liability Insurance, including coverage for premises/operations, explosion, collapse and underground hazards, products/completed operations, contractual (including this Contract), personal injury and death (including employees) catastrophic, accidental automobile, and aircraft (if used in the Work of this Contract) liability insurance with limits of not less than $1,000,000 each occurrence, and not less than $2,000,000 general aggregate and $2,000,000 products/completed operations aggregate. The Aggregate limit shall be designated as applying to this Contract.

2. The Contractor shall keep said insurance in full force until all Work, including required warranty Work, is completed and accepted by UDEQ. However, if this insurance coverage is written on a "claims-made" basis, the required certificate of insurance shall so indicate and the policy shall contain an extended reporting period provision or similar "tail" provision such that claims reported up to three years beyond the date of final acceptance of the Work by UDEQ are covered.

3. The insurance policy shall:

a. List the State and EPA as additional insured with respect to liability arising out of the Contractor's Work under the Contract, including but not limited to general supervision of Work performed under the Contract;

b. Indicate that the coverage for the State is primary and not contributing;

c. Indicate that other insurance of the State applicable to loss is excess over this endorsement, and the amount of the insurance company's liability under this policy, shall not be reduced by the existence of such other insurance, provided the loss was not caused solely by the negligence of the State;

d. Not be circumscribed by any endorsements limiting the breadth of coverage;

e. Include an endorsement for property damage coverage;

f. Be specifically endorsed to eliminate any exclusions for explosion, collapse, and underground hazards (x,c,u); and

g. Indicate that the policy is modifiable or cancelable only on the insurance provider's written notice mailed to UDEQ via registered mail thirty (30) calendar days in advance of modification or cancellation.

4. Configurations. Any insurance policy required by this Article may be arranged under a single policy for the full limit required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

5. Policy Reinstatement to Original Limits. The Contractor shall notify UDEQ within 30 calendar days of any claims against the Contractor, and if such claims exceed 20% of the applicable required insured limits, UDEQ may require the Contractor to re-instate the policy to provide full protection at the original limits.

C. Required Employer Coverage. The Contractor is required to procure and maintain statutory workers compensation insurance and employer's liability insurance with a limit of not less than $100,000 per each occurrence. The Contractor shall require that all subcontractors at every tier shall procure and maintain workers compensation and employer's liability insurance. The Best's rating requirements are waived for coverage provided by the Worker's Compensation Fund of Utah.

D. Certificates of Insurance. Before the Contract is executed, the Contractor shall furnish to the Engineer and UDEQ Certificates of Insurance and endorsements evidencing coverage as specified above in a form substantially similar to Exhibit “J” attached. The insurance certificates shall contain provisions that no cancellation, material change therein or non-renewal shall become effective except upon 30 calendar days prior written notice to UDEQ as evidenced by return receipt, certified mail sent to UDEQ. Certificates which are incomplete in UDEQ's opinion will be returned by the Engineer for resubmission by the Contractor.

E. Waiver of Subrogation. The Contractor and its Subcontractors at every tier shall secure, pay for and maintain whatever Fire or Extended Coverage Insurance they deem necessary

to protect themselves against loss of owned or rented capital equipment and tools, including any tools owned by mechanics, and any tools, equipment, and forms owned or rented by the Contractor or Subcontractors. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor and Subcontractors. Failure of the Contractor or Subcontractors to secure such insurance or to maintain adequate levels of coverage shall not obligate the State for any losses of owned or rented equipment. If the Contractor or Subcontractors secure such insurance the insurance policy shall include a waiver of subrogation clause providing that insurance company shall have no right of recovery against the State under any circumstances. The Contractor shall provide in every subcontract that the subcontractors at every tier shall waive their right of subrogation against the State on all insurance policies that are in any way related to the Work.

F. Pursuant to Utah Code Ann. §63A-4-103(2)(3), UDEQ certifies that the foregoing insurance liability provision are those required by the State Risk Manager.

G. At Contractor's option, the Contractor may purchase pollution liability insurance or any other insurance beyond the requirements of the Contract Documents. The Contractor agrees that all insurance costs are included in the Contract Total Price.

18.3 BONDS

A. Contractor's Bond Obligations. The Contractor shall maintain in full force and effect as required by law and the Contract Documents 100% payment and 100% performance bonds effective upon execution of this Contract. The Cost of the bonds is included in the Contract Total Price. Contractor shall execute such applications and undertakings as shall be required to obtain and maintain such bonds.

B. Surety Requirements. Every Surety providing a Bond must be authorized to do business in the State, listed in the U.S. Department of Treasury Circular 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.

C. Bond Provisions

1. The bonds shall guarantee:

a. The prompt payment of all amounts to be paid by the Contractor for labor and materials based upon the Contract Total Price or such higher amount as directed by UDEQ should UDEQ determine that the Contractor's cost in completing the Work will exceed the Contract Total Price,

b. The due and prompt performance of all of the terms of this Contract on the part of the Contractor to be performed, such bond or bonds to be for the benefit of UDEQ.

D. Federal and State Requirement. Federal and State law obligate the State to require the Contractor to furnish bonds. The Contractor's bond obligation is for the exclusive benefit of the State and shall not be waived.

E. Form of Bonds. The Performance and Payment Bonds shall be provided in the form required by UDEQ and attached hereto as Exhibit "F." The bonds must display the Surety's Bond Number.

18.4 DEFAULT

In the event the Contractor fails to furnish the bonds or insurance as aforesaid or if any insurance policy or bond is canceled, terminated, or modified so that the coverage does not meet the requirements of this Contract, UDEQ may refuse to make payment of any further monies due or coming due under this Contract. During any period when the required insurance or bond is not in effect, UDEQ may, in its discretion, either suspend Work under this Contract, or proceed to default the Contractor and, thereby, terminate this Contract.

ARTICLE 19

RECORD DOCUMENTS

19.1 AUDIT; ACCESS TO RECORDS

A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied, and 40 CFR Part 31 in effect on the date of execution of this Contract. The Contractor shall also maintain the financial information and data used in the preparation or support of any cost submission required under 40 CFR § 35.6585. The EPA, the Comptroller General of the United States, the United States Department of Labor, UDEQ and the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection.

B. Paragraphs (A) through (G) of this Article are also applicable to all negotiated change orders and Contract amendments affecting the Contract Total Price.

C. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

D. The Contractor agrees to disclose all information and reports resulting from access to records under paragraphs (A) and (B) of this Article to any of the agencies referred to in paragraph (A).

E. Records under paragraphs (A) and (B) above shall be maintained by the Contractor during performance under this Contract, and for the time periods specified in 40 CFR Part 35.6700. In addition, those records which relate to any controversy arising under an EPA cooperative agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained by the Contractor for the time periods specified in 40 CFR Part 35.6700

F. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (A) of this Article shall have access to records at any reasonable time for as long as the records are maintained.

G. This right of access applies to all records pertaining to the Contract, including, but not limited to, Contract amendments and change orders:

1. To the extent the records pertain directly to Contract performance;

2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or

3. If the Contract is terminated for default or for convenience.

19.2 RECORD DRAWINGS

A. As the Work progresses, the Contractor, and the Subcontractor for each trade or division of the Work, under the direction of the Contractor, shall keep a complete and accurate record of all changes or deviations from the Contract Documents and shop drawings, indicating the Work as actually installed. All such changes shall be neatly and correctly shown on reproducible prints of the drawings affected, or in the specifications, with appropriate supplementary notes. This record set of prints of drawings, shop drawings and specifications shall be kept at the job sites for inspection of the Engineer and UDEQ and any governing authority.

B. The above records shall be arranged in order, in accordance with the various Sections of the Specifications, and properly indexed. At the completion of the Work the Contractor and each subcontractor shall certify by endorsement thereof, that each of the revised prints of the drawings and specifications is complete and accurate. Prior to the Contractor's applications for final payment, and as a condition to its approval by the Engineer and UDEQ, each subcontractor shall deliver three (3) sets of the record drawings and specifications, arranged in proper order, indexed and endorsed as hereinbefore specified, to the Contractor, and the Contractor shall assemble these records for all divisions of the Work, review them for completeness and submit them to UDEQ. The Contractor shall provide suitable transfer cases and deliver the records therein, indexed and marked for each division of the Work.

C. No review or receipt of such records by the Engineer or UDEQ shall be a waiver of any deviation from the Contract Documents or the shop drawings or in any way relieve the

Contractor from its responsibility to perform the Work in accordance with the Contract Documents and the shop drawings to the extent they are in accordance with the Contract Documents.

19.3 PROJECT RECORDS

UDEQ must compile and maintain an administrative record consistent with Section 113 of CERCLA, the National Contingency Plan, and relevant EPA policy and guidance. The Contractor will provide UDEQ with information and records as directed by UDEQ to enable UDEQ to satisfy the foregoing requirement. In addition, the Contractor is responsible for maintaining project files as described below.

A. General. The Contractor must maintain project records by Site, activity, and operable unit, as applicable.

B. Financial records. The Contractor must maintain records which support the following items:

   1. Amount of funds received and expended; and

   2. Direct and indirect project cost.

C. Property records (Contractor's property). The Contractor must maintain records which support the following items;

   1. Description of the property;

   2. Manufacturer's serial number, model number, or other identification number;

   3. Source of the property, including the assistance identification number;

   4. Information regarding whether the title is vested in the Contractor or the EPA (directly or through UDEQ);

   5. Unit acquisition date and cost;

   6. Percentage of the EPA's interest held (directly or through UDEQ);

   7. Location, use and condition (by Site, activity, and operable unit, as applicable) and the date this information was recorded; and

   8. Ultimate disposition data, including the sales price or the method used to determine the value of the EPA's interest for which the Contractor compensates the EPA through UDEQ in accordance with 40 CFR §§ 35.6340, 35.6345, and 35.6350.

D. Procurement records

1. General. The Contractor shall maintain records in accordance with Article 19.1.

2. Change orders. The Contractor's records and files for change orders must include the basis for award cost or price, including a copy of the cost or price analysis made in accordance with 40 CFR § 35.6585 and documentation of negotiations, in addition to the information required in Article 19.1.

E. Other records. The Contractor must maintain records which support the following items;

1. Time and attendance records and supporting documentation:

2. Documentation of compliance with statues and regulations that apply to the project.

19.4 RECORDS RETENTION

A. Length of retention period. The Contractor must maintain all records for 10 years following submission of the final Financial Status Report unless otherwise directed by UDEQ, and must obtain written approval from UDEQ, with the concurrence of EPA, before destroying any records. If any litigation, claim, negotiation, audit, cost recovery, or other action involving the records has been started before the expiration of the ten-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.

B. Substitution of Microform. Microform copies may be substituted for the original records. The Contractor must have written UDEQ approval before destroying original records. The microform copying must be performed in accordance with the technical regulations concerning micrographies of Federal Government records (36 CFR Part 1230) and EPA records management procedures (EPA Order 2160).

C. Starting date of retention period. The Contractor must comply with the requirements regarding the starting dates for records retention described in 40 CFR § 31.42(c)(1) and (2).

19.5 OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTIES

A. State Ownership. All copies of drawings and specifications whether furnished by the Engineer, UDEQ or any representative of UDEQ are the property of UDEQ. Such copies are not to be used on any other Work or Removal Action Project whatsoever and, with the exception of any signed set of Contract Documents, are to be returned to UDEQ on request at the completion of the Work.

In addition, title to all reports, information, data, computer data elements, and software prepared by the Contractor in performance of this Contract shall be vested in UDEQ. Subject to applicable State and Federal laws, regulations, and Contract requirements, UDEQ shall have full and complete rights to reproduce, duplicate, disclose and otherwise use all such information.

B. Federal Ownership. The EPA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

1. The copyright and patent in any Work developed under this Contract;

2. Any rights of copyright and patent to which the State or Contractor purchases under this Contract or with funds from this Contract.

C. Federal Reporting Obligations. The Contractor shall comply with the provisions of 40 CFR Part 30 Appendix C (1988) as if it were the "recipient" as that term is used in the foregoing citation.

D. Notice and Assistance.

1. The Contractor must report to UDEQ, promptly and in reasonable written detail, each known notice or claim of patent or copyright infringement under this Contract.
2. In the event of any claim or suit against the State, or UDEQ on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or Work or services performed hereunder, the Contractor must furnish to UDEQ upon request, all evidence and information in the Contractor's possession or control pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Contractor.

3. The Contractor must include in each subcontract a clause substantially similar to this Article 19.6.

19.6 CONFIDENTIALITY OF RECORDS

A. The Contractor shall establish, maintain, and practice procedures and controls that are in compliance with Federal and State laws, and that are acceptable to UDEQ for the purpose of assuring that no information contained in the Contractor's records or obtained from UDEQ or others in carrying out its functions under this Contract, shall be used or disclosed by it, its agents, officers, Subcontractors or employees, except as is essential to the performance of duties under this Contract. Persons requesting such information should be referred to UDEQ to assess compliance with Utah Code Ann., Sections 19-6-110 et seq., and 63-2-101 et seq. The Contractor also agrees that any information pertaining to UDEQ shall not be divulged, other than to officers or employees of

Contractor as required for the performance of duties under the Contract, except upon the prior written consent of UDEQ.

B. The Contractor shall not provide to any other party other than the State, UDEQ or the EPA, or their authorized agents, data generated or otherwise obtained in the performance of the Work of this Contract without prior written consent of UDEQ.

ARTICLE 20

SUSPENSION OF WORK

A. UDEQ may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as UDEQ determines appropriate for UDEQ's convenience.

B. If the performance of all or any part of the Work is suspended, delayed or interrupted for a period exceeding 90 calendar days by an act of UDEQ in administration of this Contract or by UDEQ's failure to act within the time specified in this Contract (or if no time is specified, within 90 calendar days), UDEQ shall make an adjustment for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by such suspension, delay or interruption exceeding 90 calendar days and modify the Contract in writing. However, no adjustment shall be made under this Article for any suspension, delay or interruption to the extent: (1) that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment including an extension of time is provided for or excluded under any other provision of this Contract.

C. No claim under this Article shall be allowed: (1) for any costs incurred more than 20 calendar days before the Contractor notified UDEQ in writing of the act, or failure to act, involved (this requirement does not apply to a claim resulting from a suspension order), and (2) unless the amount claimed is asserted in writing as soon as practicable after the termination of such suspension, delay or interruption, but not later than the date of final payment under this Contract.

D. Claims filed under this Article are subject to the requirements of Article 16.

ARTICLE 21

TERMINATION OF CONTRACT

21.1 TERMINATION FOR DEFAULT

A. Termination for Default.

1. If Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will assure its completion within the time specified in this Contract or any extension thereof, fails to complete the Work within such time, or commits any other substantial breach of this Contract, UDEQ may declare Contractor to be in default by giving Contractor ten (10) calendar days written notice thereof (the “Default Period). Such notice shall be delivered by certified mail, return receipt requested and shall specify the nature of the default and identify the portions of this Contract that will be terminated, if it is not to be

terminated in its entirety. Upon request of Contractor, the parties shall consult during the Default Period. If Contractor fails to commence correction of such refusal or failure during the Default Period, and continue the correction with diligence, UDEQ may, by written final notice to Contractor (delivered by certified mail, return receipt requested), declare Contractor in breach of this Contract and terminate the Contractor's right to proceed with the all or part of the Work. Such final notice shall specify the portions of this Contract which are terminated, if it is not terminated in its entirety, and the date of termination.

2. If this Contract is terminated as provided in Section 1, above, UDEQ may take over the work and prosecute the same to completion, by contract with a third party or otherwise, and may take possession of, and utilize in completing the Work, such materials, appliances, equipment and plant as may be on the site of the Work and are necessary for performance of the Work. Whether or not Contractor's right to proceed is terminated in whole or in part, Contractor and Contractor's sureties shall be liable for any damage to UDEQ which results from Contractor's refusal or failure to complete the Work within the specified time.

B. Extension of Time. Contractor's right to proceed with the Work shall not be terminated, nor shall Contractor be charged with resulting damage, if:

1. The delay in completion of the Work arises from causes beyond Contractor's control such as: acts of God; acts of a public enemy; acts of UDEQ or other governmental entity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusually severe weather; delays of subcontractors due to causes similar to the foregoing causes; or shortage of materials, provided, however, that no extension of time will be granted for a delay caused by a shortage of materials unless Contractor furnishes to UDEQ proof that Contractor has diligently sought to obtain such materials from all known sources within reasonable reach of the Work and proof that the inability to obtain such materials in fact caused a delay in final completion of the entire Work which could not be compensated for by revising the sequence of Contractor's operations; and

2. Contractor, within ten (10) calendar days from the beginning of such delay (unless UDEQ grants a further period of time before the date of final payment under this Contract), notifies UDEQ in writing of the causes of the delay.

   UDEQ shall ascertain the facts and extent of the delay and extend the time for completing the Work when, in the sole judgment of UDEQ, the facts justify such an extension.

C. Erroneous Termination for Default. If, after notice of termination of Contractor's right to proceed under the provisions of this Article, it is determined for any reason that Contractor was not in default or that the delay was excusable under the provisions of this

Section 21.1, the rights and obligations of the parties shall be the same as if the termination had been for the convenience of UDEQ under Section 21.2, below.

D. Additional Rights and Remedies. The rights and remedies of UDEQ provided in this Section 21.1 are in addition to any other rights and remedies UDEQ may have under this Contract or applicable law or regulations.

21.2 TERMINATION FOR CONVENIENCE

A. Notice of Intent to Terminate for Convenience. UDEQ may, when its interests so require, terminate this Contract, in whole or in part, for its convenience upon giving ten (10) calendar days written notice (the "Termination Period") of its intention so to do. Such notice shall be delivered by certified mail, return receipt requested and shall specify the part or parts of the Contract which will be terminated and the date the termination will become effective. Upon Contractor's request, the parties shall consult during the Default Period.

B. Termination for Convenience. If following the Termination Period UDEQ still believes it is in its interests to terminate all or part of this Contract for convenience, it shall send a final notice to Contractor (delivered by certified mail, return receipt requested), which notice shall specify the part or parts of the Contract which are terminated and the date the termination will become effective.

C. Termination for Lack of Funds. If UDEQ terminates this Contract due to the failure of either the Environmental Protection Agency or the Utah State Legislature to provide funds to compensate Contractor, such termination shall be deemed a termination for convenience under this section.

21.3 RIGHTS AND OBLIGATIONS ON TERMINATION

A. Contractor's Obligations.

1. Upon receipt of a notice of termination, whether for default or convenience, Contractor shall incur no further obligations in connection with the terminated Work and, on the date set for termination in the notice, Contractor shall stop work to the extent specified. Contractor shall also either (i) terminate outstanding orders and subcontracts as they relate to the terminated Work and shall settle the liabilities and claims arising from such termination or (ii) at the direction of UDEQ assign to UDEQ all of Contractor's right, title and interest under existing orders and subcontracts relating to the terminated Work. Contractor shall continue to perform Work which is not terminated and may incur obligations as necessary to do so.

2. Contractor shall preserve and protect the Work, Construction Materials (as defined below) and property in its possession in which UDEQ has or may claim as interest.

B. Right to Work and Materials and Supplies. UDEQ may require the Contractor to transfer title to and deliver to UDEQ, in the manner and to the extent directed by UDEQ, the following:

1. Any completed Work; and

2. Such partially completed Work, supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter "Construction Materials") as Contractor has specifically produced or acquired for performance of the Work covered by the terminated portion of this Contract.

If UDEQ does not exercise its right to take title to all or part of the Construction Materials, Contractor shall use its best efforts to sell the portion of the same not delivered to UDEQ in accordance with the standards of Section 2-706 of the Uniform Commercial Code (Utah Code, § 70A - 2-706); the proceeds of such sales shall be applied to amounts owed to Contractor or, if there are none, shall be paid to UDEQ. The failure of UDEQ to take title to any Construction Materials shall not be deemed a default under this Contract.

21.4 COMPENSATION ON TERMINATION

A. Subject to the provisions of Section B, below, in the event UDEQ terminates all or any part of this Contract for default or convenience, Contractor shall be compensated for Work completed and materials purchased prior to termination as follows:

1. Contractor shall submit a termination claim specifying the amount it claims is due it by reason of such termination, which claim shall be supported by cost and pricing data as required by Section 28 of the Utah Procurement Code (Utah Code, Section 63-56-28). If Contractor fails to file a termination claim within one (1) year from the effective date of the termination, UDEQ may pay Contractor, if at all, an amount determined in accordance with Section 3, below.

2. UDEQ and Contractor may agree to a settlement provided Contractor has submitted a termination claim supported by cost or pricing data as required by Section 40 of the Utah Procurement Code (Utah Code, Section 63-56-40) and the settlement does not exceed the total contract price plus settlement costs, reduced by payments previously made by UDEQ, the proceeds of sale of Construction Materials under Section 21.3.B., and the contract price of Work not terminated.

3. Absent complete agreement on settlement under Section B., above, UDEQ shall pay Contractor the following amounts with respect to all Work completed prior to the effective date of termination (without duplication of any items), provided payments made under Section B., above, shall not duplicate payments made under this subparagraph:

(a) the cost of such Work plus a fair and reasonable profit on such portion of the completed Work (not including anticipatory profit or consequential damages), less amounts paid or to be paid for completed portions of such Work; provided, however, that if it appears that Contractor would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(b) the cost of materials on the work sites purchased prior to termination;

(c) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Section 21.3.A.1., which costs shall not include costs paid in accordance with Subsection (a) or (b) above; and

(d) the reasonable termination costs of Contractor, including accounting, legal, clerical and other expenses reasonably necessary for preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of the this Contract.

The total sum to be paid Contractor under this section shall not exceed the total contract price plus the reasonable settlement costs of Contractor (excluding attorney fees), reduced by the amount of any sales of Construction Materials under Section 21.3.B. above and the contract price of Work not terminated.

4. Costs claimed, agreed to, or established under subparagraphs 3 and 4 above shall be in accordance with Rule R33-3-8 of the Utah Administrative Code.

5. Neither anticipated profit for unperformed work nor consequential damages shall be allowed in determining the amount to be paid to Contractor.

B. In the event this Contract has been terminated for default pursuant to Section 21.1 above, UDEQ may withhold from sums payable pursuant to Section A. above, an amount equal to the additional costs UDEQ reasonably estimates it will incur as a result of Contractor's default. If such sums are insufficient to cover the cost of completing the Work, the Contractor and/or its sureties shall be liable to UDEQ for the balance.

ARTICLE 22

NONDISCRIMINATION AND MINORITY AND WOMEN'S BUSINESS ENTERPRISE PLAN

22.1 GENERAL

The following constitutes the Nondiscrimination and Minority and Women's Business Enterprise Plan (the "Plan") for the Removal Action which shall govern the activities of the Contractor and Subcontractors engaged to perform Work on the Removal Action. The Contractor agrees to the terms of this plan and shall incorporate the terms of this plan into each Subcontract for labor or materials for the Removal Action as if fully set forth therein.

22.2 DEFINITIONS

"Minority" means a person who is a citizen or lawful resident of the United States and who is Black; Hispanic; Asian-American and Pacific Islander; American Indian or Alaskan native.

"Minority Business Enterprise" ("MBE") means a business that is Owned and Controlled (as herein defined) by one or more Minority persons.

"Women's Business Enterprise" ("WBE") means a business that is Owned and Controlled by one or more women.

"Owned" means a business which is: (1) a sole proprietorship legitimately owned by a Minority person or woman, (2) a partnership or joint venture in which at least 51 percent of the beneficial ownership interests legitimately are owned by Minority persons or women, or (3) a corporation or other entity in which at least 51 percent of the beneficial ownership interests are owned by Minority persons or women.

"Controlled" shall be determined by considering the degree to which minority group members or women participate in the direction and management of the partnership, corporation, joint venture or other entity, including consideration of their participation in the decisions affecting the day-to-day management and operations of the business, and of their proportionate interest in the capital, assets and profits of the business.

22.3 COMPLIANCE WITH 40 CFR § 35.6610(c)

For this Contract, the Contractor and any Subcontractors shall achieve, to the fullest extent possible, a 6% "Fair Share" participation goal of minority owned business enterprises (MBE) and women owned business enterprises (WBE). The projected goals are 4% MBE and 2% WBE. The Contractor shall be required to include in all its bid documents for Subcontractors this 6% "Fair Share" (projected goal of 4% MBE and 2% WBE) percentage. In accordance with 40 CFR § 35.6610(c), to evaluate compliance with the "Fair Share" policy, the Contractor agrees to comply with 40 CFR § 35.6580 which in turn require compliance with the six affirmative steps stated in 40 CFR Part 31.36(e)(2) as stated below:

A. Including qualified, small, minority and women's business on solicitation lists;

B. Assuring that small, minority, and women's businesses are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small, minority and women's businesses;
D. Establishing delivery schedules, where the requirements of the Work permit, which will encourage participation by small, minority and women's business;
E. Using the services of the Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce as appropriate; and

F. Causing all of its subcontractors to comply with the terms of this Article 22.

22.4 MEASUREMENT OF PARTICIPATION

A. MBE and WBE participation is measured by applying the total dollar value of the MBE or WBE contract to the total value of the general contract, both inclusive of change orders.

B. An MBE and WBE joint venture will be counted by multiplying the value of the contract under joint venture by the MBE or WBE percentage ownership of the joint venture.

C. An MBE and WBE material supplier will be counted by multiplying the contract value by 40%. An MBE or WBE manufacturer will be counted by multiplying the Contract value by 100%.

22.5 REPORTING REQUIREMENTS

The Contractor shall also regularly complete and submit a "MBE/WBE Participation Report" to UDEQ in the form required by UDEQ to report on MBE/WBE participation each month.

22.6 NON-DISCRIMINATION.

Contractor shall comply with Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), 42 U.S.C.§ 52000(d)(1)-(4) which prohibits discrimination on the basis of race, color or national origin; (b) Title IV of the Education Amendments of 1972, as amended (20 U.S.C. § 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the American with Disabilities Act (42 U.S.C. § 1201 et seq.), which prohibit discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107), which prohibits discrimination on the basis of age; (e) Utah's Executive Order of 1989, Utah State Bulletin 89-14 (7-15-89) which prohibits sexual harassment in the work place.

ARTICLE 23

MISCELLANEOUS PROVISIONS

23.1 NO WAIVER

The failure of UDEQ to insist in any one or more instances upon strict compliance with any provision of this Contract, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment of the right of UDEQ thereafter to require compliance with such provision of this Contract, or a waiver of the right of UDEQ thereafter to exercise such option, but such provision or option will remain in full force and effect

23.2 INTEGRATION

The Contract Documents constitute the entire agreement between UDEQ and Contractor. No provision of the Contract Documents shall be changed or modified, nor shall the Contract Documents be released, in whole or in part, except by an agreement in writing signed by the UDEQ nor shall any waiver of any of the conditions or provisions of the Contract Documents or of any of the rights of either of the Parties thereunder be effective or binding unless such waiver shall be in writing and signed by the party claimed to have given, consented to or suffered the waiver. In the event any written change or modification is made as aforesaid, UDEQ's rights and remedies under the Contract Documents and under any bond given to UDEQ in accordance with the requirements of the Contract Documents, shall in no way be prejudiced or impaired, and the bond shall apply and be in full force and effect with respect to the Contract Documents as so changed and modified.

23.3 SEVERANCE

If any of the provisions of the Contract Documents are held invalid, such holding shall not invalidate the whole Contract. Instead, the Contract Documents shall be construed as if not containing the invalid provision and the rights and obligations of the Parties shall be enforced accordingly.

23.4 NOTICES

Notices which one of the Parties desires to serve upon the other shall be deemed sufficiently given and rendered if sent by regular mail and certified mail, return receipt requested, postage prepaid, addressed to the other party at the address set forth below. The time of delivery of such notice shall be deemed to be the earlier of actual receipt or three (3) days after mailing.

UDEQ:

Brad T Johnson, Director
Division of Environmental Response and Remediation
P.O. Box 144840
168 North 1950 West, First Floor
Salt Lake City, Utah 84116

Contractor:

_____

_____

_____

_____

Additionally, copies of all notices of default sent to or from UDEQ or Contractor shall be sent to:

UDEQ LEGAL COUNSEL:

Ms. Sandra Allen, Esq.
Division of Environmental Response and Remediation
P.O. Box 144840
168 North 1950 West, First Floor
Salt Lake City, Utah 84116

23.5 CONTRACT HEADINGS

Titles of Sections or Articles used in this Contract are inserted only' as a matter of convenience and for reference, and do not define, limit or describe the scope or intent of this Contract.

23.6 SUPERSESSION

The Parties agree that appropriate clauses found in 40 CFR § 33.1030 apply to the Work of this Contract. To the extent that the appropriate clauses found in 40 CFR § 33.1030 conflict with the provisions of this Contract, 40 CFR § 33.1030 shall apply.

23.7 PRIVITY

This Contract is expected to be funded in part, with funds from the EPA. Neither the United States nor any of its departments, agencies or employees is, or will be a party to this Contract or any lower tier Subcontract This Contract is subject to regulations contained in 40 CFR Part 35, subpart "0" in effect on the date of EPA's assistance award for this contract.

23.8 NO PERSONAL LIABILITY

UDEQ, its officers, directors, agents and employees shall have no personal liability or obligation under any contract which the Contractor may enter into on behalf of UDEQ (with or without UDEQ's approval), nor shall the officers, directors, agents or employees of UDEQ have any personal liability under this Agreement.

23.9 CHOICE OF LAW AND VENUE

This Agreement shall be governed by the Laws of the State of Utah and applicable federal law. Court action, if any, shall be filed in an appropriate court located in Salt Lake County, State of

Utah.

23.10 LITIGATION ASSISTANCE/DUTY TO PROVIDE WITNESSES

For a period of six years after completion of this Contract, or until any cost recovery action related to the Sites is completed, whichever is longer, the Contractor shall provide witnesses and documentation of activities performed and costs incurred under this Contract upon request by the State, EPA or any of their authorized agents. The costs of providing such witnesses are not included in this Contract.

23.11 REMEDIES

All claims, counter-claims, disputes and other matters in question between UDEQ and the Contractor arising out of, or relating to, this Contract or the breach of it, will be decided by arbitration or other dispute resolution methods if the parties mutually agree, or in a court of competent jurisdiction within the State of Utah.

23.12 GRATUITIES

If the State finds after a notice and hearing that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this Contract, the State may, by written notice to the Contractor, terminate this Contract. The State may also pursue other rights and remedies that the law or this Contract provide. However, the existence of the facts on which the State bases its findings may be reviewed under the Remedies clause of the Contract

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

END OF REMOVAL ACTION CONSTRUCTION TERMS AND CONDITIONS

EXHIBITS

TABLE OF CONTENTS

EXHIBIT – A	**Contractor's Personnel and Staff**
EXHIBIT – B	**Drawing Index**
EXHIBIT – C	**Specification Table of Contents**
EXHIBIT – D	**Removal Action Construction Schedule**
EXHIBIT – E	**Unit Prices**
EXHIBIT – F	**Bond Forms**
EXHIBIT – G	**Labor Standard Provisions for Federal and Federally Assisted Contracts**
EXHIBIT – H	**Payment Request Form**
EXHIBIT – I	**Not Used**
EXHIBIT – J	**Certificate of Insurance and Endorsement**
EXHIBIT – K	**Signing of Uniform Hazardous Waste Manifests and Land Ban Modification/ Certificate**s
EXHIBIT – L	**Work Force**

EXHIBIT "A"

CONTRACTOR'S PERSONNEL AND STAFF

PROJECT EXECUTIVE	**TO BE PROVIDED BY CONTRACTOR**
PROJECT MANAGER	**TO BE PROVIDED BY CONTRACTOR**
PROJECT SUPERINTENDENT	**TO BE PROVIDED BY CONTRACTOR**
PROJECT ENGINEER	**TO BE PROVIDED BY CONTRACTOR**
HEALTH & SAFETY OFFICER	**TO BE PROVIDED BY CONTRACTOR**

EXHIBIT B
DRAWING INDEX

DRAWING NO.	TITLE
1	TITLE SHEET
2	GENERAL NOTES
3	SUMMARY OF APPROXIMATE QUANTITIES
4	SITE LIMITS AND PROJECT CONTROL
5	SITE LIMITS AND PROJECT CONTROL
6	FACILITIES LAYOUT
7	FACILITIES LAYOUT
8	FINISHED GRADING PLANS
9	FINISHED GRADING PLANS
10	CROSS SECTIONS
11	CROSS SECTIONS
12	SIGNING
13	TEMPORARY FENCING DETAILS
14	VEHICLE DECONTAMINATION

EXHIBIT "C"

SPECIFICATIONS TABLE OF CONTENTS

Portland Cement Co. (Unlisted Sites 1 and 5)
Salt Lake City, Utah

SPECIFICATIONS
TABLE OF CONTENTS

Section	Title	No. of Pages
01000	Summary of the Work	3
01011	Definitions	7
01020	Permitting	1
01025	Measurement and Payment	7
01200	Contract Meetings	5
01300	Submittals	10
01305	Contractor's Plan of Operation	2
01310	Progress Schedule	3
01342	Working Drawings	2
01453	Quality Control Requirements	2
01500	Temporary Facilities	8
01505	Mobilization and Demobilization	3
01545	Safety, Health and Emergency Response Requirements	6
01550	Temporary Access Roads, Laydown and Parking Areas	3
01565	Erosion Control	3
01566	Pollution Controls	3
01567	Fugitive Dust Control	4
01580	Signage	3
01620	Storage and Protection	2
01710	Cleaning	2
02110	Clearing and Grubbing	2
02115	Dust Palliative	3
02140	Dewatering	3
02200	Excavation	5
02201	Monitoring Well and Piezometer Abandonment	2
02210	Transportation and Disposal of CKD and Debris	3
02220	Transportation, Treatment and Disposal of Cr-Bearing Bricks	5
02250	Materials	2
02511	Asphalt Paving	3
02760	Existing Utilities/Facilities Underground and Overhead	4
02831	Temporary Chain-Link Fences and Gates, Plastic Fences and Fence Maintenance	4
02910	Topsoil, Seeding, Fertilizing and Mulching	6

EXHIBIT "D"

REMOVAL ACTION CONSTRUCTION SCHEDULE

TO BE SUBMITTED BY CONTRACTOR
PER ARTICLE 12.1A

EXHIBIT "E"

UNIT PRICES

EXHIBIT E

UNIT PRICES

Item No.	Description	Units	Approx. Quantity	Unit Bid Price	Total Price Bid
1	Mobilization and Demobilization	LS	1		
2	Clearing and Grubbing	Acres	36		
3	Imported Aggregate Material	Cu Yd	3450		
4	Excavation CKD, Debris, and Cr-Bearing Brick	Cu Yd	60,000		
5	Well/Piezometer Abandonment	Each	7		
6	Transportation of CKD (Undesignated Commercial)	Ton	80,000		
7	Disposal of CKD (Undesignated Commercial)	Ton	80,000		
8	Transportation of Cr-Bearing Brick	Ton	50		
9	Treatment and Disposal of Cr-Bearing Brick	Ton	50		
10	Transportation of Debris (Undesignated Commercial)	Ton	225		
11	Disposal of Debris (Undesignated Commercial)	Ton	225		
12	Top Soil, Seeding, Fertilizing, and Mulching	Acre	36		
CONTRACT TOTAL PRICE BID – UNDESIGNATED COMMERCIAL					

EXHIBIT "F"

BOND FORMS

STATE OF UTAH
Division of Purchasing

BOND STATEMENT

BONDING REQUIREMENTS
The State of Utah requires all construction projects to be bonded regardless of dollar amount EXCEPT that the Division may elect to waive bonding requirements on bids of less than $20,000.00. Unless the Division specifically specifies in the bid document that bonds will be waived, the contractor MUST provide bonds as required.

All bonds must be signed by the surety or its attorney-in-fact and by the contractor. The contractors business name must be the same on both the bid forms and all bonds submitted.

BIDDING REQUIREMENTS
All contractors bidding construction projects wherein bonding is a requirement of the bid solicitation shall provide bid security equal to 5% of the bid amount Bid security shall be either in the form of: I) a bid bond obtained through a surety authorized to do business in the State of Utah, 2) a cashier's, certified or official check drawn by a federally insured financial institution, or 3) cash. Such bid security MUST be included with the bid or risk disqualification. Checks submitted as bid security will be returned certified mail after an official award has been made.

In the event the bid amount exceeds $1,000,000.00 and the contractor intends to obtain a bid bond from an authorized surety, the surety MUST use the Bid Bond form provided by the State.

AWARD REQUIREMENTS
The contractor selected for award of a construction project MUST provide either: 1) a payment/performance bond from a surety authorized to do business in the State of Utah, 2) a cashier's, certified or official check drawn by a federally insured financial institution, or 3) cash; either of which must be equal to 100% of the contract amount. This security MUST be provided to the Division within 14 business days after notification of award. Bonds and checks must be valid for 12 months following completion and owner acceptance of the project Checks submitted in lieu of a payment/performance bond shall be returned via certified mail 12 months after completion and acceptance of the project.

Payment/Performance bonds issued by an authorized surety MUST be issued on the Payment and Performance Bond forms provided by the State. This requirement applies to all projects of $20,000.00+

Please indicate which method of bonding will be used if awarded this project:

___ 100% CASHIER'S, CERTIFIED, or OFFICIAL CHECK
___ 100% CASH
___ 100% PAYMENT/PERFORMANCE BOND

If bonds are to be provided, please complete the following:

Surety/Bonding Company Name: _____

Agent Name:_____

Fax#: _____ Phone#: _____

Upon award, the State will fax a copy of the purchase order and the Payment and Performance Bond forms to the surety company listed above to begin the bonding process. The contractor will also be notified by fax of the award. It then becomes the responsibility of the contractor to follow through with the bonding company to assure that the bonds are processed, delivered to the contractor for signature, then delivered to the Division of Purchasing at 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114 within 14 business days. No copies or faxes are accepted. Failure to provide the bonds within the 14 day period may result in cancellation of the award and forfeiture of the contractor's bid security. Upon the Division's receipt of the bonds, the Division will release the contractor's copy of the purchase order. Once the purchase order is received by the contractor, the contractor may begin to arrange for or commence the construction project provided the authorizing agency has issued to the contractor a Notice to Proceed either verbally or in writing. The purchase order is NOT a Notice to Proceed. In no case shall the contractor commence work prior to delivery of bonds and receipt of the purchase order.

PPERFORMANCE BOND

(Title 63, Chapter 56, U.C.A 1953, as Amended)

That _____hereinafter referred to as the "Principal" and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reassuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah, hereinafter referred to as the "Obligee," in the amount of _____ _____DOLLARS ($_____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____day of _____, 19____, to construct _____ _____ in the County of _____, State of Utah, Project No. _____, for the approximate sum of _____ _____ Dollars ($ _____), which Contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract Documents including, but not limited to, the Plans, Specifications and conditions thereof, the one year performance warranty, and the terms of the Contact as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner aimed herein or the heirs, executors, administrators or successors of the Owner.

The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 199 _____.

WITNESS OR ATTESTATION:

_____

PRINCIPAL:

_____

By: _____
(Seal)

Title:_____

WITNESS OR ATTESTATION:

_____

SURETY:

_____

By: _____
Attorney-in-Fact (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this_____day of_____,199____, personally appeared before me_____ whose identity is personally known to mc or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 199_____

My commission expires _____
Resides at: _____

_____
NOTARY PUBLIC

APPROVED AS TO FORM:
February 11. 1991
ALAN S. BACHMAN, ASST ATTORNEY GENERAL

PAYMENT BOND

(Title 63, Chapter 56, U.C.A 1953, as Amended)

KNOWN ALL PERSONS BY THESE PRESENTS:

That _____hereinafter referred to as the "Principal" and _____, a corporation organized and existing under the laws of the State of _____authorized to do business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies) with its principal office in the City of _____, hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah hereinafter referred to as the "Obligee," in the amount of $_____ _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contact with the Obligee, dated the _____day of _____, 19____, to construct _____ _____ in the County of _____, State of Utah, Project No. _____, for the approximate sum of _____ _____ Dollars ($ _____), which Contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, 1953, as amended, and in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise it shall remain in full force and effect.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 199 _____.

WITNESS OR ATTESTATION:

_____

PRINCIPAL:

_____

By: _____
(Seal)

Title:_____

WITNESS OR ATTESTATION:

_____

SURETY:

_____

By: _____
Attorney-in-Fact (Seal)

STATE OF _____)

COUNTY OF _____)

On this_____day of_____,199.____, personally appeared before me_____ whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fad of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 199_____

My commission expires _____
Resides at: _____

_____
NOTARY PUBLIC

APPROVED AS TO FORM:
February 11. 1991
ALAN S. BACHMAN, ASST ATTORNEY GENERAL

EXHIBIT "G"

LABOR STANDARD PROVISIONS FOR FEDERAL AND FEDERALLY ASSISTED CONTRACTS

- **Section Number:** 5.5
- **Section Name:** Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; 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 Sec. 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 paragraph (a)(1)(ii) of this section) 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) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have

been met:

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer 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 the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, 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.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the

contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) 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.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours
worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate Federal agency) 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 the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Sec. 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) That the payroll for the payroll period contains the information required to be maintained under Sec. 5.5(a)(3)(i) of Regulations, 29 CFR part 5 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 Regulations, 29 CFR part 3;

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

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the ``Statement of Compliance'' required by paragraph (a)(3)(ii)(B) of this section.

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) 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, the Federal agency 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 classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with 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 shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses

in 29 CFR 5.5.

(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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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

(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).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. 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 conract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section 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 paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write

in the name of the Federal agency or the loan or grant recipient) 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 contractor, 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 paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section 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 paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control Number
(a)(1)(ii)(B)	1215-0140
(a)(1)(ii)(C)	1215-0140
(a)(1)(iv)	1215-0140
(a)(3)(i)	1215-0140, 1215-0017
(a)(3)(ii)(A)	1215-0149
(c)	1215-0140, 1215-0017

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr.

9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69674, Nov. 20, 2000]

GENERAL DECISION: UT20030008 08/06/2004 UT8

Date: August 6, 2004
General Decision Number: UT20030008 08/06/2004

Superseded General Decision Number: UT020008

State: Utah

Construction Type: Heavy

County: Salt Lake County in Utah.

HEAVY CONSTRUCTION PROJECTS (including Water & Sewer Line Construction Projects and Wastewater Treatment Plants).

Modification Number	Publication Date
0	06/13/2003
1	01/23/2004
2	03/05/2004
3	08/06/2004

ELEC0354-001 12/01/2002

	Rates	Fringes
Electrician	$ 23.96	6.34+4.2%

IRON0027-002 07/01/2003

	Rates	Fringes
Ironworkers; Structural, Reinforcing and Ornamental	$ 21.76	9.67

---

* PLUM0019-006 08/27/2003

	Rates	Fringes
Pipefitter	$ 24.05	7.56

SUUT1991-001 10/07/1991

	Rates	Fringes
Carpenter	$ 14.15	2.43
Cement Mason	$ 14.40	2.41
Laborers:		
Asphalt raker	$ 12.40	2.81
Flagger	$ 7.05	1.60
General laborer	$ 10.41	2.64
Pipelayer	$ 10.41	2.64
Plumber	$ 15.07	2.49
Power equipment operators:		
Asphalt screed	$ 16.29	7.08
Backhoe	$ 13.73	5.33
Bulldozer, all sizes	$ 10.28	5.20
Cranes, all sizes	$ 20.40	7.08
Loader, all sizes	$ 15.03	7.08

```
     Roller.....................$ 15.99            7.08
     Scraper....................$ 12.82            4.92
  Truck drivers:
     Dump Trucks-Water Level
     Capacity (Bottom, End and
     Side), Including Dumpster
     Truck, Turnawagons,
     Turnarockers and
     Dumpcrete: 8 cu. yds. and
     less than 14 cu yds.........$ 15.99            5.72
     Water truck, single axle....$ 15.99            5.72
-----------------------------------------------------------------
TEAM0222-001 07/01/2003

                                     Rates          Fringes

  Truck Driver, Dump
     Dump Trucks - Water Level
     Capacity (Bottom, End and
     Side), Including Dumpster
     Truck, Turnawagons,
     Turnarockers and
     Dumpcrete: 14 cu yds. and
     less than 35 cu. yds........$ 16.49            7.52
-----------------------------------------------------------------

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

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

-----------------------------------------------------------------

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates.  Other designations
indicate unions whose rates have been determined to be
prevailing.

-----------------------------------------------------------------

            WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
```

because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

==========

END OF GENERAL DECISION

GENERAL DECISION: UT20030013 01/23/2004 UT13

Date: January 23, 2004
General Decision Number: UT20030013 01/23/2004

Superseded General Decision Number: UT020013

State: Utah

Construction Types: Heavy

Counties: Davis and Weber Counties in Utah.

HEAVY CONSTRUCTION PROJECTS (Including Water & Sewer Lines Projects) And Waste Water Treatement Plants.

Modification Number	Publication Date
0	06/13/2003
1	01/23/2004

ELEC0354-001 12/01/2002

	Rates	Fringes
Electrician	$ 23.96	6.34+4.2%

---

* IRON0027-002 07/01/2003

	Rates	Fringes
Ironworkers; Structural, Reinforcing and Ornamental	$ 21.76	9.67

PLUM0019-002 08/01/2002

	Rates	Fringes
Plumber		
Commercial	$ 23.65	7.26
Waste Water Treatment Plants	$ 23.65	7.26

SUUT1991-002 10/07/1991

	Rates	Fringes
Carpenter	$ 15.16	2.14
Cement Mason	$ 14.40	2.41
Laborers:		
Asphalt raker	$ 12.96	2.64
Concrete saw	$ 12.55	2.82
General laborer	$ 12.27	2.49
Pipelayer	$ 10.43	

```
  Line Equipment Operator........$ 15.24            2.50

  Power equipment operators:
    Asphalt screed..............$ 15.07
    Backhoe.....................$ 15.77            6.93
    Cranes over 100 tons........$ 18.95            6.73
    Cranes up to 40 tons........$ 17.37            5.01
    Heavy Duty Repairman........$ 18.43            6.73
    Loader, over 6 cy...........$ 17.88            6.85
    Loader, up to 6 cy..........$ 15.09            6.73
    Motor Grader................$ 15.83            6.87
    Oiler.......................$ 15.98            6.73
    Roller......................$ 15.94            6.09

  Truck Driver, Dump (Dump
  Trucks - Water Level
  Capacity (Bottom, End and
  Side) Including Dumpster
  Truck, Turnawagons,
  Turnarockers and
  Dumpcrete):)
    14 cu yds. and less
    than 35 cu. yds.............$ 17.06            5.72
    8 cu. yds. and less
    than 14 cu. yds.............$ 13.27
```

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

==========

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

==========

END OF GENERAL DECISION

EXHIBIT "H"

PAYMENT REQUEST FORM

APPLICATION AND CERTIFICATE FOR PAYMENT UDEQ RA1

PAGE ONE PAGES

TO (UDEQ): PROJECT

DISTRIBUTION
- ☐ UDEQ
- ☐ ENGINEER
- ☐ CONTRACTOR
- ☐

FROM (CONTRACTOR) VIA (ENGINEER)

CONTRACT FOR: Removal Action CONTRACT DATE: APPLICATON NO. PERIOD TO:

CONTRACTORS'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in Previous months by UDEQ **TOTAL**		ADDITIONS	DEDUCTIONS
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from UDEQ, and that current payment shown herein is now due.

CONTRACTOR:

By _____ Date: _____

State of: County of:
Subscribed and sworn to before me this day of , 1993
Notary Public:
My commission expires:

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, UDEQ RA2, is attached.

1. ORIGINAL CONTRACT TOTAL PRICE $
2. Net change by Change Order……..$
3. CONTRACT TOTAL PRICE TO DATE (1 +/- 2) ……..$
4. TOTAL COMPLETED & STORED TO DATE (Col G on RA2) …$
5. RETAINAGE, Total ……..$
6. TOTAL EARNED LESS RETAINAGE (Line 4 – Line 5 Total) … $
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT……..$
8. CURRENT PAYMENT DUE (Line 6 – Line 7)……..$
9. BALANCE REMAINING, PLUS RETAINAGE (Line 3 – Line 6)$
10. LESS UNUSED QUANTITY WORK (See back of page)…… $
11. BALANCE TO FINISH, PLUS RETAINAGE……..$

(Line 9 minus Line 10)

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the supporting date comprising the above application, the Engineer certifies to UDEQ that to the best of the Engineer's knowledge, information and belief the Work has progress, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ……$_____
(Attach explanation if amount certified differs from the amount applied for.)
ENGINEER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of UDEQ or Contractor under this Contract.

Progress Payment Schedule
Period _____ Date:_____

Item No.	Description	Units	Estimated Quantity	Measured Quantity	Price	Total
1	Mobilization and Demobilization	LS	1			
2	Clearing and Grubbing	Acres	36			
3	Imported Aggregate Materials	Cu Yd	3,450			
4	Excavation CKD, Debris, and Cr-Bearing Brick	Cu Yd	60,000			
5	Well/Piezometer Abandonment	Each	6			
6	Transportation of CKD (Undesignated Commercial)		80,000			
7	Disposal of CKD (Undesignated Commercial)	Ton	80,000			
8	Transportation of Cr-Bearing Brick	Ton	50			
9	Treatment and Disposal of Cr-Bearing Brick	Ton	50			
10	Transportation of Debris (Undesignated Commercial)	Ton	225			
11	Disposal of Debris (Undesignated Commercial)	Ton	225			
12	Top Soil, Seeding, Fertilizing, and Mulching	Acre	36			
	Total This Period					

EXHIBIT "I"

COMMUNITY INVOLVEMENT PLAN

-- NOT USED --

EXHIBIT "J"

CERTIFICATE OF INSURANCE AND ENDORSEMENT

(To be submitted by Contractor

to_____

in form similar to attached forms.)

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A

INSURED

COMPANY B

COMPANY C

COMPANY D

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY					
A	COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE	$
	CLAIMS MADE / OCCUR				PRODUCTS - COMP/OP AGG	$
	OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY	$
					EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
A	AUTOMOBILE LIABILITY					
	ANY AUTO				COMBINED SINGLE LIMIT	$
	ALL OWNED AUTOS					
	SCHEDULED AUTOS				BODILY INJURY (Per person)	$
	HIRED AUTOS					
	NON-OWNED AUTOS				BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY					
	ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
B	EXCESS LIABILITY					
	UMBRELLA FORM				EACH OCCURRENCE	$
	OTHER THAN UMBRELLA FORM				AGGREGATE	$
						$
A	WORKERS COMPENSATION AND					
A	EMPLOYERS' LIABILITY				STATUTORY LIMITS	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL / EXCL				EACH ACCIDENT	$
					DISEASE - POLICY LIMIT	$
					DISEASE - EACH EMPLOYEE	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS AND MAY HAVE DEDUCTIBLES OR RETENTIONS)

SEE "ADDITIONAL INFORMATION" ATTACHED AND INCORPORATED HERE BY REFERENCE

CERTIFICATE HOLDER

STATE OF UTAH
UDEQ-DERR
Project Manager _____
168 North 1950 West, 1st Floor
Salt Lake City, UT 84114-4840

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~[illegible]~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~[illegible]~~

AUTHORIZED REPRESENTATIVE

ACORD 25-S (3/93)

© ACORD CORPORATION 1993

EXHIBIT "K"

SIGNING OF UNIFORM HAZARDOUS WASTE MANIFESTS AND LAND BAN MODIFICATIONS/CERTIFICATES

Unless otherwise directed in writing by the EPA Project Officer, the Contractor is authorized to sign uniform hazardous waste manifest forms (40 CFR 262) ("manifests") and land ban notifications/ certifications/demonstrations (40 CFR Part 268.7 and .8) ("land ban records") for EPA at Superfund sites which involve off-site transport of hazardous wastes. The Contractor shall sign the manifests and land ban records after writing or printing in the phrase "On behalf of the United States Environmental Protection Agency" in the signature block. The Contractor shall not be considered a generator of hazardous wastes solely as a result of having signed the manifests or land ban records on behalf of the EPA. Nothing contained in this paragraph shall be construed to create any agency relationship between the contractor and EPA except with respect to the authorization to sign the manifests and land ban records. This authorization only extends to sites assigned under this contract. Typical Bill of Lading and Manifest forms are attached hereto.

STRAIGHT BILL OF LADING

ORIGINAL - NOT NEGOTIABLE

(Name of Carrier)

Shipper No.: _____
Carrier No.: _____
Date: _____

TO: *Consignee*	FROM: *Shipper*

On "Collect on Delivery" shipments, the letters "COD" must appear before consignee's name - - or as otherwise provided in item 430, Sec. 1

Street		Street	
Destination	Zip Code	City State	Zip Code
Route		Vehicle Number	

No. Shipping Units	HM	Kind of Packaging, Descriptions of Articles, Special Marks and Exceptions	Hazard Class	I.D. Number	Packing Group	Weight (Subject to Correction)	Rate

Remit C.O.D. To: *Address*	C.O.D. Amt: $	C.O.D. Fee: Prepaid $ Collect	Total Charges: $

Note - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be or not exceeding

$_____ per_____

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the cosignor shall sign the following statement.

The carrier shall not make delivery of this shipment without payment of freight and all other charges.

_____
(Signature of Consignor)

FREIGHT CHARGES

○ FREIGHT PREPAID
(for fewer than 4 cylinders)

○ CHARGES TO BE COLLECTED
(for 4 or more cylinders)

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property overall or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.

Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby to by the shipper and accepted for himself and his assigns.

Shipper Per	Carrier Per

UNIFORM HAZARDOUS WASTE MANIFEST

1 Generator's US EPA ID No. | Manifest Document No.

2. Page 1 of

Information in the shaded areas is not required by Federal law

3. Generator's Name and Mailing Address

4. Generator's Phone ( )

A. State Manifest Document Number

B. State Generator's ID

5. Transporter 1 Company Name | 6. US EPA ID Number

C. State Transporter's ID

D. Transporter's Phone

7. Transporter 2 Company Name | 8. US EPA ID Number

E. State Transporter's ID

F. Transporter's Phone

9. Designated Facility Name and Site Address | 10. US EPA ID Number

G. State Facility's ID

H. Facility's Phone

11. US DOT Description *(Including Proper Shipping Name, Hazard Class, and ID Number)*	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol	I. Waste No.
a.					
b.					
c.					
d.					

J. Additional Descriptions for Materials Listed Above

K. Handling Codes for Wastes Listed Above

15. Special Handling Instructions and Additional Information

16. **GENERATOR'S CERTIFICATION:** I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name | Signature | Month Day Year

GENERATOR

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name | Signature | Month Day Year

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name | Signature | Month Day Year

TRANSPORTER

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in item 19.

Printed/Typed Name | Signature | Month Day Year

FACILITY

EPA Form 8700 - 22 (Rev. 9 - 88) Previous editions are obsolete.

Exhibit "L"

Work Force

1. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION REQUIREMENTS ON FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

A. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

This notice shall be included in, and shall be a part of, all solicitations for offers and bids on all federal and federally assisted construction contracts or subcontracts.

(1) The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

(2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are applicable to all the contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

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

(3) The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number for the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed (See Form C).

(4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Portland Cement Unlisted Sites 1 & 5.

B. EQUAL OPPORTUNITY CLAUSES

(1) The Equal Opportunity Clause published at 41 CFR Part 60-1.4(b) is required to be included in, and is part of, all nonexempt federally assisted construction contracts and subcontracts. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated.

(2) In addition to the clauses described above, all federal contracting officers, all applicants, and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all federal and federally assisted construction contracts in excess of $10,000 to be performed in in geographical areas designated by the Director pursuant to 41 CFR 60-4.6 of this part and in construction subcontracts in excess of $10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive Order.

2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

A. DEFINITIONS AS USED IN SPECIFICATIONS

(1) "Covered Area" means the geographical area described in solicitation from which this contract resulted;

(2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(3) "Employer identification number" means the Federal Social Security number used on the employer's quarterly Federal Tax Return, U.S. Treasury

Department Form 941.

(4) "Minority" includes:

(a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asian, the Indian Subcontinent, or the Pacific Islands);

(d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. DETAILED SPECIFICATIONS

(1) Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $25,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(2) If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area, (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

(3) The contractor shall implement the specific affirmative action standards provided in paragraphs (7)(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as

percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably by able to achieve in each construction trade in which it has employees in the covered area. The contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

(4) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

(5) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(6) The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations where the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such

individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under (7)(b) above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations servicing the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classification, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations are followed.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

(7) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (6)(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a

member and participant, may be asserted as fulfilling any one or more of its obligations under (6)(a) through (p) of the specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

(8) A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the order if a specific minority group of women is under-utilized).

(9) The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(10) The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.

(11) The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

(12) The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (6) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.3.

(13) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(14) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

3. REPORTING FORM

The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number for the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed (See Form C).

FORM C

CONTRACTOR'S NAME, ADDRESS & TELEPHONE NUMBER

_____

_____

CONTRACTOR' EMPLOYER ID NUMBER:

_____

Denver District Office

Return to:

USDOL/ESA/OFCCP

1999 Broadway, Ste. 1177
PO Box 46550
Denver CO, 80201-3650
(720) 264-3200

CONTRACT INFORMATION

PROJECT AND LOCATION:				
Dollar Amount of Contract	Estimated Start Date	Estimated Completion Date	Contract No.	Geographical Area

NOTIFICATION OF SUBCONTRACTS AWARDED (>$10,000)

Subcontractor's Name, Address, & Phone Number	Employer ID Number of Subcontractor	Estimated $ Amount of Subcontract	Estimated Start Date	Estimated Completion Date

Last Revised: 02/02

Portland Cement Co. (Unlisted Sites 1 and 5)
Removal Action Oversight Services
Salt Lake City, Utah

SPECIFICATIONS
TABLE OF CONTENTS

Section	Title	No. of Pages
01000	Summary of the Work	3
01011	Definitions	6
01020	Permitting	1
01025	Measurement and Payment	7
01200	Contract Meetings	4
01300	Submittals	8
01305	Contractor's Plan of Operation	2
01310	Progress Schedule	3
01342	Working Drawings	2
01453	Quality Control Requirements	2
01500	Temporary Facilities	7
01505	Mobilization and Demobilization	3
01545	Safety, Health and Emergency Response Requirements	5
01550	Temporary Access Roads, Laydown and Parking Areas	2
01565	Erosion Control	2
01566	Pollution Controls	3
01567	Fugitive Dust Control	4
01580	Signage	3
01620	Storage and Protection	2
01710	Cleaning	2
02110	Clearing and Grubbing	2
02115	Dust Palliative	3
02140	Dewatering	3
02200	Excavation	5
02201	Monitoring Well and Piezometer Abandonment	2
02210	Transportation and Disposal of CKD and Debris	3
02220	Transportation, Treatment and Disposal of Cr-Bearing Bricks	5
02250	Materials	2
02511	Asphalt Paving	3
02760	Existing Utilities/Facilities Underground and Overhead	4
02831	Temporary Chain-Link Fences and Gates, Plastic Fences and Fence Maintenance	4
02910	Topsoil, Seeding, Fertilizing and Mulching	6

SECTION 01000

SUMMARY OF THE WORK

PART 1 – GENERAL

1.01 DESCRIPTION

The work specified in this section includes all work necessary for the complete excavation and removal from the Sites of CKD, Cr-bearing bricks, and other miscellaneous debris and regrading of the Sites, all in accordance with the Contract Drawings and these specifications.

The Work includes, but is not limited to, the following:

a) Excavation of CKD and separation, management and temporary storage of Cr-bearing bricks and debris from CKD from both Sites.
b) Placing topsoil, Fertilizing, seeding and mulching the Sites, including area(s) occupied by the Contractor for temporary facilities, for permanent erosion control.
c) Transportation and disposal of CKD, from the Sites to an approved Subtitle D, commercial landfill, or to a facility approved to receive the CKD.
d) Transportation and disposal of all debris (not including Cr-bearing brick) to an approved Subtitle D, commercial landfill.
e) The transportation, management, off-site treatment and disposal of Cr-bearing brick separated from the CKD on the Sites.
f) Construction of a Site system to control run-on and run-off and other site water.
g) Abandonment of observation wells or piezometers.
h) Preparation and implementation of the Contractor's Plan of Operation, Health and Safety Plan and Fugitive Dust Control Plan.
i) Miscellaneous work including signage, fencing, grading, paving, site work, and other appurtenances.
j) Any work shown on the drawings, or described in the specifications, but not covered by a specific pay item, shall be considered as incidental work to be performed by the Contractor.

1.02 STANDARDS

All standard references throughout this contract document refer to the latest published issue of each standard as of the date of the opening of bids.

None

PART II – PRODUCTS

Products are specified in various Sections included in this Contract.

PART III – EXECUTION

3.01 CONTRACTOR'S DUTIES

Except as otherwise specified, furnish the following to the full extent required by the Contract:

a) Labor, superintendence and products.
b) Construction equipment, tools, machinery and materials.
c) Utilities required for construction and related activities.
d) Other facilities and services necessary to properly execute and complete the Work.

Pay all costs of legally required disposal fees or sales, consumer, and use taxes.

Obtain all licenses and construction permits necessary to prosecute the Work, and pay all charges and fees related thereto.

Perform the Work in accordance with the Contract and all applicable codes, ordinances, rules, regulations, orders, and other legal requirements of governmental bodies and public agencies having jurisdiction.

Promptly submit written notices of variances, omissions, or mistakes in the Contract Drawings and Specifications. Approved changes will be made by appropriate modifications to Contract Drawings and Specifications.

Maintain order, safe practices, and proper conduct among Contractor's and Subcontractors' employees. The UDEQ may require that disciplinary action be taken against an employee for disorderly, improper, or unsafe conduct. Should an employee of the Contractor or any subcontractor be dismissed as a result of the employee's misconduct, incompetence, or unsafe practices, or combinations thereof, the employee shall not be rehired for the duration of the Contract.

Prosecute the Work as specified and in a timely manner. Submit schedule of work which will be performed at times other than during the normal eight-hour working day, and five-

day working week to the Engineer for review and acceptance, not less than 48 hours in advance of those times. Construction operations will normally be confined to the hours between dawn and dusk. Approval to work at night may be obtained after Contractor presents a written program to the Engineer outlining special precautions to be taken to control the extraordinary hazards presented by night work. Those precautions shall include, but not be limited to, supplementary lighting of work areas, availability of medical facilities, security precautions, and noise limitations. Night work ordered by the Engineer for public safety or public convenience may be exempt from these special requirements if approved by the Engineer.

3.02 COORDINATION

Coordinate prosecution of the Work with those public utilities, governmental entities, private utilities, and other contractors performing work on and adjacent to the Sites. Eliminate or minimize delays in the Work and conflicts with those utilities, entities, and contractors. Schedule governmental, private utility, and public utility work, which relies upon survey points, lines, and grades established by the Engineer, to occur immediately after those points, lines, and grades have been established. Confirm coordination measures for each individual case with the Engineer by memorandum.

3.03 CONTRACTOR USE OF WORKSITE

Confine Site operations to areas permitted by law, ordinances, permits, and the Contract.

Consider the safety of the Work and that of people and property on and adjacent to the Sites when determining amount, location, movement, and use of materials and equipment on Worksite.

Do not load Sites with equipment and products which would interfere with the Work. Only equipment, tools or materials required for this Work may be stored at the Sites.

Protect products, equipment and materials stored on Site.

Protect the general public within limits of the Work and adjacent areas from work-related activities; do not unduly inconvenience those persons by work activities.

Clean all roads, streets, and adjacent properties of dirt, mud, trash, and materials that are a result of the Contractor's or its Subcontractors' activities on a daily basis.

END OF SECTION

SECTION 01011

DEFINITIONS

PART I – GENERAL

1.01 DESCRIPTION

The data presented in this Section consists of the definitions of the State of Utah, Department of Environmental Quality terms used throughout these specifications.

PART II – STANDARDS

There are no standards referenced in this part of Section 01011.

PART III – DEFINITIONS

The following terms, with their definitions, represent the terms used by the State of Utah, Department of Environmental Quality, Division of Environmental Response and Remediation, in these Specifications, and supplement other definitions contained elsewhere in these Specifications. These definitions shall apply only to the Technical Specifications. If a conflict should arise between these definitions and those of the Terms and Conditions, the more strict shall apply.

AASHTO	American Association of State Highway and Transportation Officials
Acre	43,560 square feet standard area unit.
Additional Excavation	Continued excavation below Contract Drawing elevations as ordered by the Engineer.
ANSI	American National Standards Institute

Approved or Approval	To accept as satisfactory in concept, type, size and standard of quality.
ASTM	American Society for Testing and Materials
Bottom of imported material	The ground surface at the base of any CKD, debris or other foreign materials.
Borrow Material	Uncontaminated, granular material imported from a Contractor-designated source per Section 02200, Excavation and Embankment.
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act, 1980
CFR	Code of Federal Regulations. 40 CFR Parts 264 and 268 contain the federal regulations for land disposal of hazardous waste. 40 CFR Part 241 contains the federal regulations for land disposal of non-hazardous solid waste. 40 CFR Part 300.440 contains the Final Off-Site Rule.
CKD	Cement Kiln Dust. Fine grained light in color fill material with a high PH. Excavated material to be disposed of off-site. Shipping documentation shall be prepared and submitted to Engineer.
Construction Schedule	Schedule prepared and submitted to the Engineer by the Contractor. A comprehensive removal action schedule for the various items of Work in accordance with the requirements of Section 01310 of these Specifications. The Schedule shall be a CPM cost and resource loaded representation of Contractor's plan to prosecute the Work from NTP through final completion.
Contract	See Article 1.1, Definitions, of the Terms and Conditions
Contract Completion Date	The date following NTP after which the calendar days allotted in the Contract including authorized extensions have elapsed, counting Saturdays, Sundays and holidays.
Contract Drawings	A Contract Document which details graphically and in text the intent of the construction.
Contractor	See Article 1.1, Definitions, of the Terms and Conditions.
CPM	Critical path method. A work scheduling procedure that indicates the critical path or key

	interrelated activities.
Cr-bearing bricks	Chromium-bearing kiln refractory bricks that were co-disposed with the CKD on the Sites.
CRZ	Contamination Reduction Zone
CSP	Corrugated Steel Pipe
DERR	The State of Utah, Department of Environmental Quality, Division of Environmental Response and Remediation.
Debris	Material contained in the CKD greater than 2” in size excluding Cr-bearing brick.
DOT	U.S. Department of Transportation
Embankment	The placement and compaction of excavated or imported material on a prepared subgrade.
Engineer	See Article 1.1, Definitions, of the Terns and Conditions.
EPA	See Article 1.1, Definitions, of the Terns and Conditions.
Equivalent	When applied to an alternative of any kind, the word "Equivalent" shall mean the following: equal in force, amount, functional performance, appearance and like in significant import but not necessarily admitting to superposition or to be like in detail.
Excavation	The removal of material encountered to subgrade elevations indicated and subsequent disposition of materials removed.
Final Acceptance	When Work provided for in Contract Documents has been completed, Engineer will make an inspection. If that Work has been satisfactorily completed, then the inspection shall constitute the final inspection and UDEQ will notify the Contractor, in writing, of Final Acceptance indicating the date on which the Work was inspected and accepted. See article 12.7.
Finished grade level	The ground surface after excavation of CKD, debris and Cr-bearing brick.
Final Off-Site Rule	Federal regulation promulgated by EPA on September 22, 1993 regarding off-site treatment, storage and disposal of CERCLA wastes. The

	Final Off-Site Rule was first published in 58 FR 49200-49218, September 22, 1993 and will be codified in 40 CFR Part 300.440.
Force Account Work	See Article 1.1, Definitions, of the Terms and Conditions.
FR	Federal Register.
HAZWOPER	OSHA Hazardous Waste Operations and Emergency Response standard. 29 CFR 1910.120. Specifically, 29 CFR 1910.120(b).
HSO	Health and Safety Officer
Imported material	CKD or CKD/debris mix imported and lying above the top of native soil.
Inspector	An authorized representative of the Engineer.
Lump Sum (L.S.)	The term "lump sum" when used as an item for payment will mean complete payment for the work described in the Contract.
Native Soil	Soils naturally deposited on the Sites.
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association.
NFPA	National Fire Protection Association
NIOSH	National Institute for Occupational Safety and Health
Notice to Proceed (NTP)	See Article 1.1, Definitions, of the Terms and Conditions.
OSHA	Occupational Safety and Health Administration
PLS	Pure Live Seed
Pipe Zone	Pipe Zone is defined as extending from the bottom of the required excavation to six (6) inches over the top of the pipe.
Project	The structure or improvement to be constructed in whole or in part through the performance of the Contract.
Project Limit(s)	The area within which all authorized Work occurs as defined on a Contract Drawing.
QC	Quality Control
RA	See Article 1.1, Definitions, of the Terms and

	Conditions.
RCRA	Resource Conservation and Recovery Act, 1976 as amended in 1980 and 1984.
Record of Decision (ROD)	See Article 1.1, Definitions, of the Terms and Conditions.
ROC	Regional Off-Site Contact
SHERP	Safety, Health and Emergency Response Program
Sites	See Article 1.1, Definitions, of the Terms and Conditions.
Station	A station when used as a definition or term of measurement will be 100 linear feet.
Subcontractor	See Article 1.1, Definitions, of the Terms and Conditions.
Subgrade	The bottom of excavation as shown on the Contract Drawings.
TCLP	Toxicity Characteristic Leaching Procedure. TCLP is used to measure leachable concentrations of certain contaminants to characterize hazardous waste and to determine acceptability for land disposal.
Terms and Conditions	Exhibit “A” of Attachment “B” to the Contract
Ton	2,000 pounds avoirdupois standard weight unit.
Topsoil	The top six (6) inches of soil overlying embankment on the Sites, placed to the finished grade elevations shown on the Contract Drawings.
TSP	Total Suspended Particulates
UAC	Utah Administrative Code
UCA	Utah Code Annotated
UDEQ	See Article 1.1, Definitions, of the Terms and Conditions.
UDOT	Utah Department of Transportation
UL	Underwriter's Laboratories
Unauthorized Excavation	The removal of materials beyond indicated subgrade elevations or dimensions without specific direction of the Engineer. Unauthorized excavation, as well as the resultant work, shall be

	at Contractor's expense.
USC	United States Code
Utility	Any facility or item placed above or below ground for use in connection with the storage or conveyance of water, sewage, electronic, telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids, or other substances and including, but not limited to pipes, sewers, conduits, cables, valves, lines, wires, manholes and attachments.
Work	See Article 1.1, Definitions, of the Terms and Conditions.
Work Activity	A Work activity is defined as an activity which requires time and resources (including manpower, equipment and delivery). Activity durations shall not be less than one (1) nor more than ninety (90) calendar days, unless otherwise approved by the Engineer.
Work Area	The construction limits as shown on Contract Drawings.
Working Day	Any calendar day, except: 1) Saturdays, Sundays and Holidays; and 2) days when the Contractor is specifically required by the Contract or letter from the Engineer to suspend operations through no fault of the Contractor.
XRF	X-Ray Fluorescence. Technology used to measure concentrations of elements in various media using X-ray excitation and measurement of resultant fluorescence to identify and quantify elements present.

END OF SECTION

SECTION 01020

PERMITTING

PART I – GENERAL

1.01 DESCRIPTION

The Contractor shall obtain all necessary permits, which may include, but are not limited to, the following:

- Building Permit (SLC/North Salt Lake City Planning and Zoning Department) - for vehicle decontamination facility.
- Building Permit (SLC/North Salt Lake City Planning and Zoning Department) - for relocatable office (field offices).
- Site Development Permit or Excavation Permit (Salt Lake City/North Salt Lake City Planning and Zoning Department) - for changing topographic surface and/or construction of buildings or structures.
- Conditional Use Variance (Salt Lake County/Davis County Health Department) - for off-hours operations (10 pm - 7 am).

If one or more of the listed permits is not applicable, the Contractor shall submit a written explanation to the Engineer explaining why the permit is not required.

1.02 SUBMITTALS

Contractor shall, as a requirement of this section, submit to the engineer the following:

- Copies of all permits.

PART II - PRODUCTS

There are no product requirements in this section.

PART III - EXECUTION

Contractor to apply for and secure all applicable permits.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART I – DESCRIPTION

1.01 MEASUREMENT OF QUANTITIES

All work completed under the Contract will be measured according to U.S. standard measure.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract will be those methods generally recognized as conforming to good engineering practice.

Longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of 9 square feet or less. Transverse measurements for area computations will be the neat dimensions shown on the plans.

Items measured by the linear foot, such as pipe culverts, guardrails, underdrains, etc., will be measured parallel to the base or foundations upon which structures are placed.

In computing volumes of excavation, the average end area method will be used unless the Engineer and Contractor agree in writing to an alternate method.

When requested by the Contractor and approved by the Engineer in writing, materials specified to be measured by the cubic yard may be weighed and converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and agreed to by the Contractor before this method of measurement of pay quantities is used.

When a complete structure or structural unit ("lump sum" work) is specified as the unit of measurement, the unit will include all labor, material and equipment necessary to complete the specified item of work.

Only rental of equipment required for authorized force account or approved change order will be measured in hours of actual working time and necessary traveling time of the equipment within the limits of the project. No allowance will be made for rental of equipment. If special equipment has been ordered by the Engineer in connection with force account work, travel time and transportation to the project will be measured. If equipment is ordered held on the project on a standby basis by the Engineer, 50 percent

of the agreed rental rate minus the operating cost will be paid in accordance with Article 10 of the Terms and Conditions.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit, weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerance in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

When the estimated quantities for a specific portion of the work are designated to be the pay quantities for the Contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the plan dimensions are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

1.02 SCALES

Contract items measured by the ton, such as CKD, Cr-bearing brick and debris, must be weighed on scales that have been approved, certified, and meet specification requirements.

All materials which are measured or proportioned by weight shall be weighed on accurate approved scales at locations approved by the Engineer.

All scales before use shall be inspected and certified each time the scale is moved, but not less frequently than once a year. The inspection and certification shall be done by the State of Utah's Department of Agriculture, Division of Weights and Measures, at no additional cost to UDEQ.

Scales shall be accurate to within 0.5 percent of the maximum load that may be required.

Scales for the weighing of exported or imported materials measured and paid for by weight, shall be furnished, erected, certified, and maintained by the Contractor, or be commercial scales which are permanently installed and certified. Scales shall be accurate within the limits set by the laws of the State of Utah, meet requirements of the U.S. Bureau of Standards, and shall bear a current seal of acceptance from the State of Utah, Department of Agriculture, Division of Weights and Measures.

Materials delivered to the project or designated sites will be observed by the Engineer who will receive the printed or written haul ticket. At this time, the materials can be accepted and the ticket initialed and retained by the Engineer. Any loads of material that appear to be deficient or questionable can be returned at the Engineer’s discretion and reweighted to insure correct weight.

Trucks used to haul material shall be weighed empty on entering the sites, and each truck shall bear a legible identification mark. The Engineer will make random inspection of haul vehicles to verify that all material is cleanly dumped.

Electronic recorders, beam, dials, platform, and other scale reading/registering equipment shall be arranged for convenient and safe viewing by the operator and the Engineer.

Scales overweighing (indicating more than true weight) will not be permitted to operate and all materials received or shipped subsequent to the last previous correct weighing accuracy test will be reduced by the percentage of error in excess of 0.5 percent.

In the event inspection reveals the scales have been under weighing, they shall be adjusted and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

1.02.1 Platform Scales

When a platform scale is used, it shall be of adequate size and capacity so the entire power unit and hauling unit can be weighed at the same time. The Contractor may use a platform scale which will accommodate the power unit and the first hauling unit and all remaining hauling units in two weighing operations. When two weighing operations are utilized, a level approach will be required at both ends of the scale at least 75 feet in length. If the approach grade or any portion thereof varies by more than 0.1%, the Contractor will be required to make repairs, satisfactory to the Engineer or revert to weighing the entire power unit and hauling units at the same time. Costs for construction and maintenance of the approaches shall be the responsibility of the Contractor with no additional cost to UDEQ. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

1.02.2 Electronic Hopper Scale Requirements

The Contractor has the option of furnishing an electronic hopper scale system. When this type of weighing system is used, the following applies:

Electronic Hopper Weighing System - The system shall use hopper or load cells. Weights shall be accurate to 1.0 percent of true weights. The electronic weigh system shall include an automatic printer that will provide two copies of the following information:

- Project number and name;
- Date;
- Time;
- Ticket number;
- Haul unit number;
- Gross weight (if possible);
- Tare weight; and
- Net pounds or tons loaded;

It shall be the Contractor's responsibility to maintain electronic and hopper scales and to conduct what testing may be necessary to insure continued scale accuracy within specification limits after certification by the State of Utah, Department of Agriculture,

Division of Weights and Measures, and required by specification.

· Comparison Test - The accuracy of the hopper scale can be checked by comparing the weight of the material from the hopper and the weight of the material after it is weighed on another certified scale. The comparisons shall be within the combined tolerance of the two scales.

If no platform scales are readily available, known weights can be used to occasionally recalibrate the scales by hanging weights from the weigh hopper. Weights equal to 12.5 percent of capacity and of known accuracy are to be furnished by the Contractor. The buildup procedure should be used in combination with the weights. (Batch or place a measured amount of material in the hopper then add known weights to see if accuracy is maintained.)

Weighing devices other than those addressed in these specifications could be reviewed for individual approval by the Engineer upon request.

1.03 Inspection and Validation of Weights

Weights can be validated by one of the following methods.

1. Continuously Observed Weighing. A scale person is required and provided by the Engineer who must either weigh or observe the weighing of equipment or trucks, both loaded and empty, to determine the payload of materials to be hauled. This method requires the scale person to issue a weigh ticket at the scale site when truck scales without automatic printers are provided by the Contractor.

2. Random Scale Weighing Check. When an Engineer's scale person is not used to weigh materials, or when electronic scales with an automatic printer are used for weighing equipment, trucks, or materials, the Engineer will validate the equipment, trucks, and material weight by random reweighing or by other methods as indicated below.

   The weight of the equipment, trucks, and the material indicated on the electronically produced weigh ticket or manually prepared ticket will be randomly checked by the Engineer or inspector by reweighing the loaded truck or rail car on another certified scale, if available. If no other platform scales are available, checks may be made by operating the scale in manual mode. When manual verification is used, reweigh the truck by running it back over the platform scale to manually check weights.

   It is essential at the beginning of the operation to perform adequate daily checks to insure proper scale function and accuracy. Frequency may be reduced after initial satisfactory verification to a minimum of once per week when a substantial amount of material is being weighed.

1.04 SCALE TESTS

It is the Contractor's responsibility to maintain the scales and to perform the necessary testing to insure scale accuracy within the specifications. When the scale does not meet specified tolerance, use of the scale shall be discontinued until it is within specifications.

Comparison scale checks must be within the combined tolerance of the two scales or two weights.

1.05 LOAD RESTRICTIONS

Legal load restrictions apply for the hauling of equipment or materials on public roads beyond the limits of the project. A special permit does not relieve the Contractor of liability for damage that results from the moving of material or equipment. Refer to the "Utah Regulations for Legal & Permitted Vehicles."

Weight restrictions do not apply to equipment or materials not hauled over public roads when approved by the Engineer. Legal gross weight limits shall not be exceeded on any component of the pavement or structure excluding granular borrow. When load restriction violations are observed, construction operations shall be suspended until acceptable corrective measures are approved by the Engineer.

When public roads are used to haul any type of excavated, borrow, backfill, base, or surfacing material the Engineer will not issue weight tickets for those loads which exceed the legal gross weight limit and will contact the appropriate law enforcement agency, if necessary.

For materials imported to the job sites (i.e. asphalt, concrete, steel, borrow, etc.), the quantity of material exceeding the legal gross load limit may be placed on the project, but payment for the item or for the item which incorporates the material will be reduced by 2 cents per pound for that portion of the material which exceeds the legal gross load limit. The Contractor shall provide the Engineer with invoices showing the gross load weights or showing information by which the gross load weights may be determined. Payment will be withheld for material used in the project if invoices are not provided. The Engineer will notify the appropriate enforcement agency if the hauler continues to exceed legal gross load limits.

1.06 SUBMITTALS

Contractor shall, as a requirement of this section, submit to the Engineer the following for review and approval:

Weekly scale verification test report

PART II - PRODUCTS

Not used.

PART III - EXECUTION

Not used.

PART IV - MEASUREMENT AND PAYMENT

4.1 SCOPE OF PAYMENT

The Contractor shall receive and accept compensation provided in the Contract as full payment for:

- Furnishing all materials, labor, equipment, tools, transportation and incidentals required for completion of the work;
- All loss or damage due to the nature of the work, action of the elements and unforeseen difficulties until final acceptance by UDEQ;
- All costs arising from any infringement of a patent, trademark or copyright;

No payment will be made for:

- Work outside of the scope of this contract;
- Work which is in excess of that contained in the Contract;
- License fees and training costs;
- Removal and replacement of defective work;
- Work conducted following final payment as specified in the Terms and Conditions;
- Loss of anticipated profits.

Neither partial payment nor release of retainage will relieve the Contractor of the obligation

to correct all defective work or materials.

Costs for furnishing, installing, certifying or testing, and maintaining scales, furnishing scale house, materials for proportioning or payment, and all other items specified in this section for the weighing of materials shall be included in the unit contract prices for the various pay items of the Contract.

Costs for surveying for measured quantities will be paid separately by the UDEQ and will not be the responsibility of the contractor. At its option the contractor may perform survey checks, and the cost of the survey checks will be the responsibility of the contractor.

END OF SECTION

SECTION 01200

CONTRACT MEETINGS

PART I – GENERAL

1.01 DESCRIPTION

The Work specified in this Section requires the Contractor to attend regular meetings scheduled by the Engineer for the collection and dissemination of information related to the subject Contract.

The Engineer will prepare the minutes of each meeting and distribute them to each of the participants.

1.02 ENGINEER'S MEETINGS

The Contractor will be advised of times, dates and places of special meetings. However, the primary meeting requirements will be a Pre-construction Meeting and Weekly Construction Progress Meetings.

1.03 SUBMITTALS

Contractor shall, as a requirement of this section, submit to the Engineer the following for review and approval:

- Construction sequencing of the entire Contract;
- General Work Site layout;
- Haul routes;
- Meeting minutes for Subcontractor coordination meetings.

PART II – PRODUCTS

There are no product requirements for this section.

PART III – EXECUTION

3.01 PRECONSTRUCTION MEETING

A preconstruction meeting will be scheduled by the UDEQ after receipt of the required signed Contract Documents, prior to issuing the Notice to Proceed. The purpose of this meeting is to introduce the Engineer's representatives to their counterparts in the Contractor's organization and to establish lines of communication between these representatives.

The Engineer will distribute a notice of this meeting, along with an agenda not less than four working days prior to such meeting.

The Engineer will explain and discuss the responsibilities and authorities of UDEQ, the Engineer and the Engineer's organization.

The Contractor's Project Manager, the Contractor's Superintendent, Contractor's HSO, the Project Manager/URS, Project Manager/UDEQ and a community relations representative for the UDEQ shall attend this meeting.

The Engineer and the Contractor shall provide the following information for this meeting:

a) The Engineer will discuss EEO and affirmative action goals or requirements along with the Community Relations functions.

b) The Engineer will explain the requirements of labor provisions stipulated in the Contract Documents.

c) The Engineer will explain and discuss insurance, laws, codes, traffic regulations, permit requirements of public agencies and their regulations.

d) The Engineer will discuss procedures for processing correspondence, Change Orders, submittals, Shop Drawings, product data and samples, including format and numbering system.

e) The Engineer will discuss monthly estimate cutoff dates.

f) The Engineer will discuss progress and final payments.

g) The Contractor shall introduce Contractor's representatives and briefly describe each person's responsibilities.

h) The Contractor shall distribute and discuss a list of major Subcontractors, sequence of critical Work and the preliminary progress schedule for the first 90 days of construction.

i) The Contractor shall discuss use of office, storage areas, construction areas and temporary easements.

j) The Contractor shall define arrangements for safety, first aid, emergency actions and security.

k) The Contractor shall define housekeeping procedures.

l) The Contractor shall discuss construction methods, quality control, and inspection and coordination of Work with the Engineer's system as a whole.

m) The Contractor shall submit the construction sequencing of the entire Contract Work, general Work Site layout, erosion and sedimentation control plans, haul routes, noise, air and water pollution control.

n) The Contractor shall discuss coordination and notification for utility companies.

o) The Contractor shall discuss coordination with the work of other contractors and procedures for sharing access to the Work Site.

p) The Contractor shall discuss deliveries and priorities of major equipment.

q) The Contractor shall discuss breakdown of lump sum items.

r) The Contractor shall present and discuss the Construction Progress Schedule.

s) The Contractor shall discuss the transportation plan.

t) The Contractor shall discuss the fugitive dust control plan.

u) The Contractor shall discuss the proposed hours of work.

The explanations provided by the Engineer do not amend, supersede, or alter the terms or meaning of any Contract Document, and the Contractor shall not claim reliance on such explanations as a defense to any breach or failure by the Contractor to perform as specified in the Contract.

3.02 CONSTRUCTION PROGRESS MEETINGS

Construction Progress Meetings will be scheduled weekly and more often if necessary, by the Engineer.

a) These meetings will be chaired by the Engineer.

b) The Engineer will identify which of the Contractor's personnel shall attend.

c) The following is an example agenda for progress meetings:

1. Introduce new attendees and areas of responsibility.
2. Review minutes of previous meetings, amend minutes if necessary, and accept minutes.
3. Review the status of submittals.
4. If the schedule has been changed, the Contractor shall submit an amended schedule.
5. Analyze work accomplished since previous meeting, fabrication problems, product delivery problems, submitted schedule slippages, problems from proposed changes, and other circumstances which might affect the progress of work.
6. Discuss sequence of critical work and the schedule of manufacturing and construction.
7. Discuss observations, problems, quality control program, and employee work standards.
8. Discuss changed conditions and time extensions.
9. Discuss corrective measures to maintain schedule as necessary.
10. Safety issues, concerns and possible solutions.

d) The Engineer will record and distribute the meeting minutes. Upon receipt of the minutes, any participant taking exception to or objecting to any item(s) in the minutes shall so notify the Engineer in writing and request another meeting immediately or request that said objections or exceptions be taken up at the next scheduled meeting.

3.03 SUBCONTRACTOR COORDINATION MEETINGS

Subcontractor Coordination Meetings shall be held as determined by the Contractor. It shall be chaired by the Contractor's project superintendent or project manager. Meeting minutes shall be submitted to the Engineer. The Engineer shall be invited to all of these meetings.

3.04 HEALTH AND SAFETY MEETINGS

The Contractor and each of its subcontractors shall hold regular weekly health and safety meetings with all workers. These weekly meetings frequently referred to as ‘‘tailgate meetings’’ shall be conducted by the crew foreman or Contractor's Health and Safety person with a topical agenda of health and safety issues affecting safety in the work place.

END OF SECTION

SECTION 01300

SUBMITTALS

PART I – GENERAL

1.01 DESCRIPTION

This Section summarizes the requirements for the submittal of documents to the Engineer, which are defined in these Specifications.

PART II - PRODUCTS

2.01 SUBMITTALS

Submittal Schedule - The Contractor shall identify the submittals which will be required and determine the date on which each submittal will be required in conformance with the schedule specified in Section 01310, Progress Schedule. The Contractor shall provide a list of submittals to the Engineer within 14 calendar days after Notice to Proceed and update monthly. Each submittal shall include the items listed in paragraphs a) through h) below.

a) Title Block - show the following information:

1. Date and revision dates.
2. Contract title and number.
3. The names of the Contractor, Subcontractor, supplier, manufacturer, and, when applicable, the seal and signature of an engineer registered in the State of Utah.
4. Identification of product by either description, model number, style number, serial number, or lot number.
5. Subject identification by Contract Drawing or Specification reference.

b) Action Block - Include a blank space, three inches by four inches, in the lower right corner, just above the title block, in which the Engineer may indicate the action taken.

c) Make submissions sufficiently in advance so that the Engineer can review and accept them not less than 15 calendar days before Work represented by those submittals is scheduled to be performed.

d) Allow a minimum cycle of 15 calendar days for review of each submittal by the Engineer

e) Ship submittals prepaid.

f) Accompany submittals with a Contractor Transmittal Form containing the following information:

1. Contractor's name, address, and telephone number.
2. Sequential submittal number and date.
3. Contract title and number.
4. Supplier's, manufacturer's or Subcontractor's name, address, and telephone number.
5. Subject identification including Contract Drawing and Specification reference.
6. Identification of proposed deviations from Contract Documents.
7. Contractor's certification of its review.

g) Changes in accepted submittals will not be permitted unless those changes have been accepted in writing by the Engineer.

h) Submittals shall be distributed in the following manner. Step 1: Six copies plus one electronic version from the Contractor to Engineer. Step 2: Engineer to review and stamp. Step 3: Engineer to send 3 stamped copies to the Contractor for review and revisions as necessary along with the one electronic version and one stamped copy to UDEQ. Step 4: If applicable, UDEQ to submit comments back to the Engineer. Step 5: Resubmittal of unacceptable submittals to follow same flow. Samples: All samples as specified shall be submitted to Engineer.

2.02 SUPPLEMENTAL SUBMITTALS

Supplemental submittals initiated by the Contractor for consideration of corrective procedures shall contain sufficient data for review. Make supplemental submittals in the same manner as initial submittals.

PART III - EXECUTION

3.01 CONTRACTOR'S REVIEW

The Contractor shall certify all submittals as reviewed and approved, prior to submission to the Engineer.

3.02 ENGINEER'S REVIEW

Submittals will be reviewed by the Engineer for conformance to requirements of the Contract Drawings and Specifications. Review of a separate item will not constitute review of an assembly in which the item functions. Review and Acceptance will not relieve the Contractor from its responsibility for accuracy of submittals, for conformity of submittals to requirements of Contract Drawings and Specifications, for compatibility of described product with contiguous products and the rest of the system, or for protection and completion of the Contract in accordance with the Contract Drawings and Specifications.

The Engineer will review the submittals for general conformance with the Contract Documents and mark, sign, and date the review stamp.

The marks have the following meanings:

a) NO EXCEPTIONS NOTED means that every illustration and description appears to conform to the respective requirements of the Contract Documents.

b) REVIEWED, EXCEPTIONS NOTED means that the illustration and description appear to conform to the respective requirements of the Contract Documents after changes in accordance with the reviewer's comments. Submittals so marked need not be resubmitted.

c) REJECTED - RESUBMIT means that the submittal is not in conformance with the requirements of the Contract Documents and shall be revised and resubmitted.

d) In case c) above a new 15 calendar day review period will start on the day of resubmittal.

3.03 CONTRACTOR RESPONSIBILITIES

Coordinate each submittal with the requirements of the Work; place particular emphasis upon ensuring that each submittal of one trade is compatible with other submittals of that trade and submittals of other trades.

Contractor's responsibility for errors and omissions in submittals and associated calculations is not relieved by the Engineer's review, correction and acceptance of submittals.

Contractor's liability to UDEQ in case of deviations in the submittals from the requirements of the Contract Documents is not relieved by the Engineer's review and acceptance of submittals containing deviations unless UDEQ expressly approves the deviation through the issuance of a change notice.

The Contractor shall maintain a file of all approved submittal documents at the work site.

3.04 LISTING OF SUBMITTALS

The following listing is provided to assist the Contractor in the preparation and timing for various submittals required throughout these specifications. Absence of a required submittal in the listing given here does not relieve the Contractor of the responsibility to perform and furnish a specified submittal.

SECTION NO.	SPECIFICATION NAME	DESCRIPTION OF SUBMITTAL TO ENGINEER	WHEN SUBMITTAL REQUIRED
Exhibit L	Work Force	Form C, Contract Information Form	10 days after notice of award
01000	Summary of the Work (pg. 01000-3)	Schedule of work to be performed at times other than during the normal eight-hour working day and five-day working week.	Not less than 48 hours in advance of those times.
01020	Permitting (pg. 01020-1)	Copy of the Building Permit (from SLC /NSLC Planning and Zoning Dept.)	Prior to construction of Vehicle Decontamination Facility
		Copy of Building Permit (from SLC/NSLC Planning and Zoning Dept.) for relocatable office(s) (field offices)	Prior to installing field offices on site
		Copy of Site Development Permit and Excavation Permit (from SLC/NSLC Planning and Zoning Dept.)	Prior to any excavation and embankment and installation of any buildings and structures on site
		Copy of Conditional Use Variance (from Salt Lake/Davis Counties Health Dept.)	Prior to commencement of any off-hours operations (10 pm - 7 am)
01200	Contract Meetings (pg. 01200-1)	Construction sequencing of the entire Contract, general work-site layout, haul routes	Pre-construction Meeting
	(pg. 01200-2)	List of Subcontractors	Pre-construction Meeting
	(pg. 01200-4)	Amended Schedule	At Weekly Construction Progress Meeting
	(pg. 01200-4)	Meeting Minutes for Subcontractor coordination meetings	5 days after meeting
01305	Contractor's Plan of Operations (pg. 01305-1)	Contractor's Plan of Operation	No later than 5 days following Notice to Proceed (NTP) or 10 days before commencing construction
	Construction Schedule (pg. 01310-1)	Written Statement regarding scheduling capabilities	Within 5 working days after NTP
	(pg. 01310-1)	Construction Schedule used in preparation of the Bid	At Preconstruction scheduling conference

SECTION NO.	SPECIFICATION NAME	DESCRIPTION OF SUBMITTAL TO ENGINEER	WHEN SUBMITTAL REQUIRED
01310	(pg. 01310-2)	Certified Construction Schedule (Baseline)	Within 14 calendar days after NTP
	(pg. 01310-3)	Highly detailed, short-term schedule for specific crucial items	Upon request by Engineer
	(pg. 01310-5)	Schedule listing activities begun, completed and in process	Once every two weeks, or as approved by Engineer
	(pg. 01310-5)	Updated Contractor's Construction Schedule	No later than the 5th of each month
01310	Construction Schedule (cont'd.) (pg. 01310-6)	Written statement as to how and when Contractor will reorganize its work force to return to the current Contractor's Construction Schedule, accompanied by a Revised Contractor's Construction Schedule	Within 5 working days after failure to complete any activity by its latest scheduled completion date
01342	Working Drawings (pg. 01342-1,2)	Working Drawings and supporting calculations	15 calendar days before Work represented by Working Drawings is to be performed
01453	Quality Control Requirements (pg. 01453-1)	All test reports and reports of re-tests of failed materials	As specified in Section 01453
01500	Temporary Facilities (pg. 01500-9)	Fence Layout Plan	15 calendar days prior to installation of temporary facilities
01545	Safety, Health and Emergency Response Requirements (pg. 01545-1)	Personal air sampler test reports	[Frequency or when not specified in specs. (also not listed in Sec. 01453)]
	(pg. 01545-1)	Safety, Health and Emergency Response Program (SHERP)	Prior to beginning of Work
01550	Temporary Access Roads, Laydown and Parking Areas (pg. 01550-1)	Location layout and details for construction roads, laydown and parking areas. Also copies of any and all easement agreements required	At Pre-construction Meeting

SECTION NO.	SPECIFICATION NAME	DESCRIPTION OF SUBMITTAL TO ENGINEER	WHEN SUBMITTAL REQUIRED
01565	Erosion Control (pg. 01565-1)	Erosion Control Plan/Run-on/Run-off Plan	At Pre-construction Meeting
01566	Pollution Controls (pg. 01566-1)	Records of noise level measurements	Upon request by Engineer
01567	Fugitive Dust Control (pg. 01567-4)	Fugitive Dust Control Plan Written Summary of any changes in on-site emission control activity to minimize fugitive dust	At Pre-construction Meeting Within 48 hours of that implementation (submit to State of Utah)
01580	Signage (pg. 01580-1)	Shop drawings showing sign layout	15 days prior to sign installation
01620	Storage and Protection (pg. 01620-1)	Working drawings showing locations of storage areas and descriptions of proposed methods and locations for storing and protecting products	At Pre-construction Meeting
02115	Dust Palliative (pg. 02115-1)	Dust palliative supplier's data sheets	Prior to Use
02140	Dewatering (pg. 02140-1)	Manufacturer's literature on dewatering equipment and materials to be used.	10 days prior to implementation
02200	Excavation (pg. 02200-3)	Plan for segregating Cr-bearing bricks	Pre-Construction Meeting
02201	Monitoring Well and Piezometer Abandonment (pg. 02201-2)	Report of Abandonment (to State Engineer with copy to Engineer)	Within 30 days of the completion of well abandonment procedures.
02210	Transportation and	Copies of original bill of lading signed by authorized	End of each month

SECTION NO.	SPECIFICATION NAME	DESCRIPTION OF SUBMITTAL TO ENGINEER	WHEN SUBMITTAL REQUIRED
	Disposal of CKD and Contaminated Soil (pg. 02210-4)	representative of the Contractor	
02220	Transportation, Treatment and Disposal of Cr-Bearing Brick	Copies of manifests signed by authorized representative of contractor	End of each month
02250	Aggregate Materials (pg. 02250-1)	Written job-mix gradation	15 days prior to delivery to Sites
02511	Asphalt Paving (pg. 02511-2)	Aggregate gradation and asphalt pavement mix formula	10 days prior to deliver to Sites
02831	Chain-link Fences, Plastic Fences and Gates (pg. 02831-1)	Shop Drawings and concrete mix design for all fence materials	15 days prior to delivery to Sites
02910	Seeding, Fertilizing and Mulching (pg. 02910-1)	Samples and Product data for organic amendments and fertilizer Seed Vendor's Certification	15 days prior to delivery to Sites 15 days prior to delivery to Sites
03300	Cast-in-Place Concrete	Design Mix	10 days prior to delivery on Sites

END OF SECTION

SECTION 01305

CONTRACTOR'S PLAN OF OPERATION

PART I - GENERAL

1.01 DESCRIPTION

The work specified in this section consists of the preparation and submittal of a detailed Contractor's Plan of Operation. The plan will serve as a guide for the Engineer to anticipate the Contractor's requirements and improve the overall efficiency and effectiveness during the prosecution of the Work.

1.02 SUBMITTALS

Contractor shall, as a requirement of this section, submit to the Engineer for review no later than 5 days following the NTP a detailed plan conforming to the requirements specified herein and applicable provisions of Section 01300, Submittals.

PART II - PRODUCTS

Not used.

PART III - EXECUTION

3.01 SITE LAYOUT PLAN

Contractor shall show on the Sites plan, the proposed location of planned stationary and mobile facilities such as temporary or permanent haul roads, material separation facilities, temporary stockpiles/storage areas/surge piles, loadout facilities, etc.

3.02 EXCAVATION PLAN

Contractor shall show, either by narrative or graphically, its proposed plan for excavation. Detail shall include the several steps beginning with the excavator and rate of production, through intermediate steps including screening, to the transfer to an on-site conveyance. Delineate the separate handling of CKD, debris, and Cr-bearing brick. List the equipment proposed and excavation sequencing through each Site to completion.

3.03 ON-SITE TRANSPORTATION

List the method and pieces of equipment to be utilized for the delivery of material from the point of excavation to the screening operation to an off-site load-out staging area.

3.04 LOAD OUT PLAN

Contractor shall detail those areas and facilities to be used for the loading of: 1) CKD for shipment to an acceptable and permitted facility or to a Subtitle D commercial landfill, 2) Debris for shipment to a Subtitle D commercial landfill, 3) Cr-bearing brick for shipment to a Subtitle C treatment and disposal facility. Include the requirements for rate of loading, loading equipment, weighing, dust control measures, and procedure for preventing and clean-up of contaminating spillage.

3.05 TRANSPORTATION PLAN

Contractor shall detail its method of shipping and tracking the various materials shipped. Include rates per day, days of the week, hours during which loading will occur for each transport type. Explain how loads will be secured from spillage or loss. For trucking operations, include trucking routes, legal load assurance safety program governing driver training, screening, rest period requirements, and vehicle safety checks.

3.06 DISPOSAL PLAN - COMMERCIAL

Name location and hours of operation of the receiving facilities.

3.08 OPERATION DURING SHUTDOWN

The Contractor's plan shall detail activities planned (if any) and the procedures it will follow to secure and maintain the area during an extended shutdown period. If Contractor's Plan of Operation anticipates other extended shutdown periods, detail of activities and procedures must be included.

END OF SECTION

SECTION 01310

PROGRESS SCHEDULE

PART I - GENERAL

1.1 SECTION INCLUDES

A. Requirements for preparing and submitting a construction progress schedule for Contractor's use in planning and executing the work and for ENGINEER's use in determining if Work can be Substantially Complete within the Contract Time.

1.2 TYPE OF SCHEDULE

A. Cost and resource loaded networks CPM as required and specified elsewhere.

1.3 SUBMITTALS

A. Prior to start of construction submit the Baseline Schedule per Article 12 of the General Conditions.

B. During construction submit.
1. Updated progress schedule on a monthly basis.
2. A narrative report when the schedule does not reflect the Work process. Discuss recovery procedures shown in the schedule because of problem areas. Identify any costs to be paid by OWNER.
3. Promptly deliver to ENGINEER a revised progress schedule if work cannot be completed per the current schedule.

1.4 CONTENT OF SCHEDULES

A. Title Block: Show on each page:
1. Project title, number and CONTRACTOR's name.
2. Date of submittal, revision number, page number, and Project status cutoff date.
3. Approval signatures for each Subcontractor.
4. Legend of symbols, codes and abbreviations.
5. Network nomenclature, e.g., "Detailed" or "Summary" or "Building Area" identification.

B. Activities: Show complete sequence of construction activity networks as time scaled (squared) with starting time for all activities, in no less than weekly divisions from left to right, and with activities scheduled from **right to left.** Provide complete sequence of construction by activity to include but not limited to:
1. Shop drawings, product data and sample submittal dates, and dated required for submittal approvals.
2. Decision dates for product specified by allowances; selection of finishes; and critical

material or equipment release order.
3. Product procurement and delivery dates.
4. Detailed construction activities, including all Subcontractor's work, oriented to identifiable work areas.
5. Fabrication of special material, equipment and their installation and testing.
6. Coordination activities, including utility relocations, separate contractors, etc.
7. Constraints between interrelated activities. Ensure that those constraints are compatible and coordinated with separate contractors.
8. Anticipated weather impacts, holidays, and Change Orders.
9. Certificates of compliance, submittal reviews, Substantial Completion review and progress schedule reviews, especially if submittals or schedules are not approved.
10. Specific dates for all special inspections required prior to any utilities "turn-on" including temporary power.
11. Cleanup, Final Inspection, Punch List.
12. Submittal of record drawings and maintenance manuals.
13. Anything that affects Work completion.

C. Critical Path Schedule: Plan and record the construction of the Project using a conventional critical path network analysis system such as outlined in the Associated General Contractors of America (AGC) publication "The Use of CPM in construction – A Manual for General Contractors and the Construction Industry".
1. Use activity-on-node (AON) format.
2. Divide long activities into small units so no single activity exceeds a total flow time (including float time) of **20 calendar days.**
3. Show the head to tail path of activities (scheduled from right to left) which requires the longest construction activity time.
4. Precedence diagramming method (PDM) with start-to-start, finish-to-finish, and start-to-finish relationships is not acceptable.

D. Float Time:
1. Allocate float time in the best interests of the Work. Float time shall not be owned solely by CONTRACTOR.
2. ENGINEER may notify CONTRACTOR of OWNER's claim to use any float time at any time.

1.5 REVISIONS

A. Revise the progress schedule if work falls behind.
B. Provide written narratives describing cause of delay for each impacted activity. Identify any cost to charged against the OWNER.
C. Indicate progress of each activity, and new completion date of each activity.
D. Identify changes in scope, and other changes since previous submittal.
E. Identify all planned actions for construction recovery such as:
1. Use of overtime or extended work hours and extended work weeks.
2. Use of additional equipment.
3. Use of additional crews, or other auxiliary forces.

4. Projected cost to the OWNER.

F. Add extra work to schedule at no additional cost to OWNER, except as identified by Change Order.

1.6 DISTRIBUTION

A. Distribute copies of schedule per the General Conditions. Instruct recipients to promptly report, in writing, problems anticipated by projections shown.

1.7 PERFORMANCE

A. Prosecute work in accordance with and measure all progress against the progress schedule.

PART II PRODUCTS

Not Used

PART III EXECUTION

Not Used

END OF SECTION

SECTION 01342

WORKING DRAWINGS

PART I – GENERAL

1.01 DESCRIPTION

The Work specified in this Section consists of preparing and submitting working drawings and associated calculations required by the several Specification Sections for temporary work and will not become a part of the permanent structures included in this Contract.

1.02 QUALITY CONTROL

The Contractor shall perform the work included in this section in strict accordance with the requirements of the Contractor's Quality Control Program as approved by the Engineer.

1.03 SUBMITTALS

Refer to Section 01300, Submittals, for submittal procedures.

Submit one electronic version and four prints of working drawings and associated calculations.

PART II – PRODUCTS

2.01 DRAWING IDENTIFICATION

Identify working drawings by reference to Contract Drawing numbers and Specification Section numbers. Use a working drawing sheet size of 22 inches by 34 inches. Prepare all working drawings in accordance with the general standards of the industry.

2.02.1 CALCULATIONS

Prepare, and submit calculations necessary to support all working drawings. Identify calculations by reference to Contract Drawing numbers and Specification Section numbers.

PART III – EXECUTION

3.01 CONTRACTOR RESPONSIBILITIES

Review working drawings and associated calculations before submitting to the Engineer.

a) Verify field measurements.

b) Do not begin work for which working drawings and associated calculations are required until the drawings and calculations have been reviewed by the Engineer, the Engineer's exceptions, if any, have been addressed, and submittal has been returned to Contractor with the required approval stamp and signature.

3.02 REVIEW BY THE ENGINEER

Working drawings and associated calculations will be reviewed by Engineer in accordance with the procedure and schedule set forth in Section 01300, Submittals.

END OF SECTION

SECTION 01453

QUALITY CONTROL REQUIREMENTS

PART I – GENERAL

1.01 DESCRIPTION

This Section identifies the QC activities to be performed by the Contractor during all phases of the Contract and those tests that will be performed by the Engineer requiring the cooperation of the Contractor. All QC responsibilities lie with the Contractor, with the exception of those tests and/or audits that may be required and will be conducted by the Engineer or his/her designee.

1.02 SUBMITTALS

Contractor shall, as a requirement of this section, submit to the Engineer the following for review and approval:

- All test reports.
- All reports of retests of failed materials.

PART II - PRODUCTS

Not applicable to this Section.

PART III - EXECUTION

3.01 TESTS TO BE PERFORMED BY CONTRACTOR

Tests to be performed by Contractor .

01025	Legal Load Verification	See Section 01025	Once Per Week
Specification Section	**Test to be Performed by Contractor**	**Test Procedure**	**Frequency**
01566	Noise Level	ANSI S 1.4	One day per week
02250	Compaction of Imported Soil Materials	AASHTO T-180 Method D	1 Per ¼ acre of placed material
02511	Density & Temperature of Asphalt Paving	2004 Standard Specifications for Road and Bridge construction, UDOT Section	1 at each Site

Tests to be performed by Contractor .

01025	Legal Load Verification	See Section 01025	Once Per Week
		402	

3.02 TESTS TO BE PERFORMED BY ENGINEER THAT IMPACT PAYMENT

Specification Section	Test to be Performed by Engineer	Test Procedure	Material	Frequency
01567	Opacity PM_{10} & TSP	State of Utah EPA Method	Air Air	Hourly Continuous
02200				
	Lead Presence In-place Moisture	XRF* ASTM D 3017	Native soil	1 per 1/4 acre on base of excavation surface 1 per 20 XRF

* XRF Spectrometry or Atomic Absorption Method 7410.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES

PART I – GENERAL

1.01 DESCRIPTION

The Work specified in this Section consists of the Contractor furnishing, installing, operating, maintaining and removing temporary facilities. All work included in this section shall be done in accordance with prevailing local standards, laws, regulations, procedures and zoning laws. The Contractor shall provide all temporary facilities and improvements as shown on the Temporary Facilities Layout and Detail Plans in the Contract Drawings.

Specific administrative and procedural minimum actions are specified in this section, as extensions of provisions in Terms and Conditions and other Contract Documents. These requirements have been included for special purposes as indicated. Nothing in this section is intended to limit types and amounts of temporary work required, and no omission from this section will be recognized as an indication that such temporary activity is not required for successful completion of the work and compliance with requirements of Contract Documents. Provisions of this section are applicable to, but not by way of limitation, utility services, construction facilities, security/protection provisions, and support facilities.

A. Electrical Service

1) Provide portable electrical service necessary to execute all Work at the Sites.

B. Telephone Service

1) All communication during the project shall be conducted using cellular telephones. Contractor at its option may use radio based communications with truck drivers.

C. Water Service

1) Provide drinking water service for all site personnel.

2) Provide sufficient water for decontamination and emergency rinse operations.

3) Provide dust suppression and other construction water required to execute the work.

4) Obtain all permits to acquire water for the sites.

D. Fire Protection

1) Furnish, install and maintain temporary portable fire protection equipment throughout the construction period.

E. Sanitary Service

1) Contractor shall furnish and maintain a sufficient number of field toilets and hand washing facilities to support the anticipated site worker population in a manner consistent with Federal and State occupational safety and health requirements or local health codes, whichever is more stringent.

F. Trash Service

1) Furnish, install and maintain trash containers throughout the construction period.

G. Entrance Control

1) Provide a security shed manned during all working hours with a security guard to control all persons and vehicles entering and leaving the Sites. Security of area shall be provided at all times.

H. Security Fence

1) Construct a security fence, as shown on the Contract Drawings, to enclose the CRZ and Support Zone of the Temporary Facilities Area. Security fence to conform to the requirements of Section 02831.

I. Truck Scale

1) Provide on-site scales. Each vehicle shall be weighed before and after loading waste materials. See Section 01025, Measurement and Payment for scale requirements.

J. Contamination Reduction Zone

1) Contractor shall furnish and maintain sufficient shower and decontamination facilities to support field personnel working in controlled

areas in order to satisfy Federal and State occupational safety and health requirements. The location of such facilities will be selected in coordination

with the Engineer to best accommodate work locations and may be either a fixed or mobile facility. Effluent shall be disposed in accordance with applicable regulation, or treated and reused.

2) Equipment and personnel decontamination are requirements of the SHERP prepared by the Contractor as specified in Section 01545, Safety, Health and Emergency Response Requirements.

3) Provide Vehicle/Equipment Decontamination facilities conforming to the details shown on the Contract Drawings. All equipment and vehicles leaving the exclusion zone shall be decontaminated to remove CKD and soil prior to leaving the Sites. The decontamination pad shall be constructed so as to capture all decontamination liquid which will be conveyed to the sump pump and lift station as shown on the Contract Drawings. The washwater shall be pumped to a water recycling system to be reused in the vehicle decontamination area.

The Contractor may propose an alternative decontamination procedure and shall be approved by the Engineer; however, the management and disposal of all site water is the responsibility of the Contractor and shall be paid for under Excavation CKD, Debris, and Cr Bearing Brick.

A minimum of one portable, manually operated high pressure cleaner shall be provided in the vehicle decontamination area. Special attention shall be paid to removal of material on and within the under carriage, tires, and axles of trucks and rubber tire-mounted equipment.

K. Parking Areas

1) Parking areas shall be provided as shown on Contract Drawings, and regulated to insure free ingress and egress to and from the Sites.

2) Sufficient parking shall be provided for Contractor's employees plus an additional six spaces for UDEQ and the Engineer. On street parking will not be permitted.

L. Vehicle Maintenance Area

1) Provide an area, as shown on the Contract Drawings, for vehicle maintenance. All vehicles and equipment shall be decontaminated prior to maintenance work. The maintenance area pad shall be constructed to

contain any oil or other spills or leaks which may result during maintenance operations.

M. Cr-Bearing Brick Loadout Area

1) Provide a loadout area, in conformance with RCRA and applicable regulations, for depositing Cr-bearing bricks for subsequent transport from the Sites. Storage for Cr-bearing brick shall be in accordance with Section 02200, Excavation and Embankment.

N. Access Road

1) Construct access road, conforming to the location and details on the Contract Drawings, to provide ingress and egress to the work site. Road base shall conform to the requirements of Section 02250, Materials.

O. Grading and Drainage

Grade Temporary Facilities Area and provide drainage culverts and ditches to provide adequate surface drainage on the Sites.

P. Haul Roads

1) Provide all haul roads necessary to implement Contractor's Plan of Operation. Haul roads shall be stabilized with aggregate material or other products or procedures to support loads and mitigate fugitive dust.

1.02 SUBMITTALS

Submit Shop Drawings and manufacturer's literature. Show and describe temporary facilities equipment and materials.

Submit drawings with details of temporary installations.

PART II - PRODUCTS

2.01 APPLICABLE STANDARDS

Provide products for, and the execution of, the Work of this Section that will satisfy requirements of the NEC, OSHA, and local codes, ordinances and regulations. Provide products that satisfy requirements of NEMA and are UL listed.

PART III – EXECUTION

3.01 FIELD FACILITIES

The Contractor shall provide Field facilities on the project, located, leveled, with all services connected and ready for use prior to the start of construction. All services outlined below shall be provided by the Contractor as a minimum.

A. Electrical service. Provide temporary power and lighting equipment for the Work.

Install temporary lighting facilities where required at work areas in conformance with OSHA requirements.

The Contractor shall be responsible for all costs to provide electric service for the duration of the Work.

B. Water service. Provide materials and equipment adequate for purposes intended, and satisfying the applicable County Health Departments' requirements of codes and regulations pertaining to temporary water systems. Bottled water shall comply with all required codes. Clearly label portable containers having a dispensing tap and used for drinking water. Provide single-service disposable cups and sanitary container for dispensing cups.

Locate drinking water where it will be convenient to work stations, sanitary facilities, and the first-aid station.

The Contractor shall be responsible for all costs to provide water service for the duration of the Work.

C. Fire protection. Install products in conformance with the requirements of OSHA and local fire department having jurisdiction. Dry chemical extinguishers shall have a UL rating or as required by Salt Lake City codes.

Provide fire extinguishers and fire water supply accessible, functional, and clearly identified during period of construction.

Furnish not less than one ten-pound, all-purpose (ABC) dry chemical fire extinguisher within ten feet of cutting and welding operations.

Provide portable 20-pound, dry chemical-type fire extinguishers, excepting those to be kept within ten feet of cutting and welding operations.

Instruct construction personnel as to location and use of temporary fire protection equipment.

D. Sanitary service. Provide portable-type toilet facilities satisfying OSHA requirements. Place temporary sanitary and washing facilities in a neat and orderly

manner within the limits of the Work and convenient to the work stations. Make these facilities structurally and mechanically sound. Anchor them to prevent dislocation. Modify, relocate, and extend the facilities as required by progress of the Work.

Service portable or temporary toilets at those time intervals which will minimize the accumulation of wastes and prevent creation of unsanitary conditions, but not less than once a week.

Provide washing facilities of either temporary lavatories or sheet metal basins having faucets. Furnish soap, single-service paper towels, towel dispenser, and towel receptacle. If paints, coatings, and other volatile or hazardous materials injurious to humans will be applied as part of the Contract, provide washing facilities with warm water of approximately 120 degrees F.

E. Trash service. Provide and maintain suitable containers and haul away as necessary.

3.02 SECURITY CONTROL

The Contractor shall provide a security shelter manned during all working hours with a security guard and install security fencing and gates for the full control of unauthorized persons prior to the start of construction. Security of the Project area shall be provided at all times for the duration of the project.

3.03 CONTAMINATION REDUCTION ZONE

The Contractor shall establish a CRZ and all equipment and facilities for the implementation of Contractor's SHERP prior to beginning of construction. Interim procedures and facilities established for contamination reduction for use prior to production excavation shall be replaced with those temporary facilities shown on Contract Drawings and contained in Contractor's SHERP within 45 calendar days of NTP.

3.04 TRUCK SCALES

The Contractor shall install, calibrate and have certified in accordance with Section 01025, Measurement and Payment, truck and or rail scales prior to the shipment of any product for which payment by weight is to be made under the various Sections of the Contract.

3.05 FUEL AND VEHICLE MAINTENANCE AREA

The Contractor shall establish areas for the minor maintenance of equipment as shown on Contract Drawings prior to beginning excavation. Provision for minor maintenance other than those shown shall be approved in writing by the Engineer. No fuel shall be stored on site.

3.06 ACCESS ROAD AND PARKING

The Contractor shall complete construction of an access road and all weather parking area in accordance with Contract Drawings in connection with the completion of Field Construction Office.

3.07 CR-BEARING BRICK LAYOUT AREA

The Contractor shall complete construction of an area for the temporary storage of Cr-bearing brick including equipping with containers as described in Section 02200, Excavation and Embankment, prior to beginning excavation of the Sites.

3.08 HAUL ROADS

The Contractor shall construct any and all haul roads necessary to implement its Contractor's Plan of Operations. Haul roads shall be graded to drain and surfaced with crushed aggregate as necessary to control fugitive dust.

3.09 TEMPORARY DRAINAGE CROSSINGS

Contractor shall install temporary drainage structures as necessary to maintain and control on-site drainage.

3.10 GRADING AND DRAINAGE

The Contractor shall construct excavations and embankments to the lines and grades as proposed in the erosion control and dewatering plan, prior to construction of the Temporary

Facilities Area. Adequate drainage shall be maintained at all times. Finished surface shall be smooth, compacted and free from irregular surface change so as to drain readily.

END OF SECTION

SECTION 01505

MOBILIZATION AND DEMOBILIZATION

PART I - GENERAL

1.01 DESCRIPTION

Mobilization consists of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the work sites; for the establishment of all facilities necessary for support of work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning Work on the various Contract items on the work sites. Demobilization includes the removal of all temporary facilities and equipment from the sites; the removal of all existing and temporary fence material, and the restoration of all existing roads or other off-site items to the quality of the pre-site condition.

The following work shall also be included and paid for in this section:

A. Contractor's Plan of Operation

Prepare and submit a detailed Contractor's Plan of Operation conforming to the requirements of Section 01305, Contractor's Plan of Operation.

B. Quality Control Requirements

Perform Quality Control activities during all phases of the Contract conforming to the requirements of Section 01453, Quality Control Requirements.

C. Temporary Facilities

Furnish, install, operate, maintain and remove all temporary facilities, as shown on the Contract Drawings and conforming to the requirements of Section 01500, Temporary Facilities.

D. Health and Safety Plan

Develop and effectively implement a program designed to provide a safe and healthful work place and protect the public, workers and the environment from exposure to hazardous substances or wastes that may be associated with the Project, conforming to the requirements of Section 01545, Safety, Health and Emergency Response Requirements.

E. Temporary Access Roads, Laydown and Parking Areas

Construct, maintain and remove temporary access roads, parking and laydown areas conforming to the requirements of Section 01550, Temporary Access Roads, Laydown and Parking Areas.

F. Erosion Control

Prepare and implement and erosion control plan, conforming to the requirements of Section 01565, Erosion Control, to minimize erosion of the Sites caused by construction activities, and to control water running on and running off the Sites.

G. Fugitive Dust Control

Prepare a Fugitive Dust Control Plan and implement fugitive dust control activities conforming to the requirements of Section 01567, Fugitive Dust Control.

H. Signage

Fabricate, furnish, install and remove signs and foundations conforming to Section 01580, Signage.

I. Aggregate Materials

Furnish, haul, place and compact aggregate material as needed to repair roadways, conforming to the requirements of Section 02250, Materials.

J. Asphalt Paving

Furnish, haul, place and compact asphalt concrete as needed to repair roadways, conforming to the requirements of Section 02511, Asphalt Paving.

K. Existing Utilities/Facilities

Comply with procedures and requirements as described in Section 02760, Existing Utilities/Facilities.

Demobilization consists of restoring the sites to permit unfettered use of the property by the owners.

All work included in this section shall be done in accordance with prevailing local standards, laws, regulations and procedures.

1.02 DELIVERY

Delivery to the Sites of construction tools, equipment, materials, and supplies shall be accomplished in conformance with local governing regulations.

1.03 STORAGE

Refer to Section 01620, Storage and Protection.

PART II – PRODUCTS

Provide construction tools, equipment, materials, and supplies of the type and quantities which will facilitate the timely execution of the Work and conform to the requirements of the Occupational Safety and Health Rules of the State of Utah and Federal OSHA Codes and comply with all local rules and regulations.

PART III – EXECUTION

Provide personnel, products, construction materials, equipment, tools, and supplies at the work sites at the time they are scheduled to be installed or utilized.

END OF SECTION

SECTION 01545

SAFETY, HEALTH AND EMERGENCY RESPONSE REQUIREMENTS

PART I - GENERAL

1.01 DESCRIPTION

This Work consists of developing and effectively implementing a program designed to provide a safe and healthful work place and, at the same time, specifically to protect the public and the environment as well as workers from exposures to hazardous substances or wastes that may be associated with the project. The project involves remediation of a hazardous waste site where special precautions must be taken to insure the safety of all involved. Section 01000 describes the nature of the work to be performed for this project. Specific information concerning the nature of the hazardous materials or wastes is available in the Administrative Record for the Portland Cement Superfund Site.

An HSO shall be retained by the Contractor and will be on Site during all removal activities occurring on Site. The HSO shall have a minimum of two years of experience working on removal action projects as an HSO. The HSO shall report to and be responsible to a Corporate Officer of the Contractor's firm or corporation.

1.02 APPLICABLE STANDARDS

All work shall be conducted in compliance with applicable federal, state, or local laws, statutes, regulations, or rules governing health and safety, including 29 CFR Part 1910.126 and UAC-R574. Compliance with the specific requirements of this section shall not relieve the Contractor from other obligations imposed elsewhere in this Contract, by law, or by regulation.

1.03 SUBMITTALS

Refer to Section 01300, Submittals, for submittal procedures.

1. Personal air sampler test reports. Contractor shall, as a requirement of this section, submit to the Engineer for review and approval.

2. Submit a SHERP prior to beginning of work. The SHERP and its attachments are central to an effective Safety and Health Program, and shall address site hazard information and delineate procedures to allow personnel to work safely and respond swiftly to Site emergencies.

PART II – PRODUCTS

2.01 CONSTRUCTION EQUIPMENT,SAFETY EQUIPMENT AND SUPPLIES

Shall conform with all OSHA requirements.

2.02 MONITORING, TESTING EQUIPMENT AND ANALYTICAL METHODS

Shall conform to all OSHA requirements. Specifically, personal air samplers, when required, shall be collected and analyzed, using approved OSHA or NIOSH methods.

PART III – EXECUTION

3.01 REMOVAL ACTION HEALTH AND SAFETY PLAN OUTLINE

The Contractor shall prepare and implement a comprehensive Health and Safety Program that meets, as a minimum, the provisions of the OSHA HAZWOPER standard 29 CFR 1910.120(b) relating to such programs. Health and Safety Program shall be the site-specific SHERP. The SHERP provides specific information relative to Site hazards and guidelines which, as implemented, will result in an effective program. The plan shall, as a minimum, contain the materials listed in the following outline. The outline is generic in the sense that the basic content descriptions indicate the items that should be included in the plan, but the organization of these topics in the plan does not necessarily have to follow the same outline format. In implementing the plan, the Contractor shall be in compliance with all applicable OSHA standards.

INTRODUCTION

The introduction shall summarize the purpose of the plan. The actual Site name and location with reference to a Site location map should be contained in this section. It shall specify the requirement for all Site personnel to read, understand and sign an "employee acknowledgment" to these provisions. Related documents such as a Health and Safety Program Manual and/or Health and Safety Standard Operating Procedures can be mentioned here if they are referenced in the text.
Policies concerning the implementation, review, and modification of the plan shall also be described here.

SCOPE AND APPLICABILITY

This section shall give a general description of planned Site activities (i.e.

activities covered under the SHERP).

SITE VISITORS

This section shall describe the requirements that must be adhered to by visitors to the Sites. Protective equipment to be provided by the visitors and what will be available to them on Site should be stated.

KEY PERSONNEL

This section shall include a list, by name and title, of key personnel responsible for operations and health and safety on Site. A description of the responsibilities for each position and how key personnel can be reached shall also be included.

TASK/OPERATION HEALTH AND SAFETY RISK ANALYSIS

This section shall include a general Site overview and Site history. A listing and general description of hazards known (CKD, Cr-bearing brick, contaminated soil, and others) or suspected to be on Site shall also be included here. A reference to a more detailed task hazard analysis appendix may also be included. Copies of occupational exposure guidelines should be attached to the plan. A table may be helpful to summarize contaminants of concern and levels expected at the sites.

PERSONNEL MEDICAL QUALIFICATIONS AND TRAINING REQUIREMENTS

This section shall include a complete listing of both medical surveillance and qualifications and training required for all persons that will be on site. Training will include initial 40-hour health and safety training and 8-hour refreshers for all Site personnel. In addition, required supervisor and supervised on -the-job training provision shall be made. Procedures for review of employee qualifications shall be discussed. The means by which the Contractor will implement the medical surveillance and employee training provisions at the Sites shall be described.

ENGINEERING CONTROLS

Any engineering controls that would reduce the spread of or isolate contaminants, shield workers, or otherwise minimize the likelihood of worker exposure shall be described. Procedures for vehicle and equipment safety checks shall be stated in this section.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

A summary of the PPE required on site shall be contained in this section. A description of each level of protection shall also be included. Relevant PPE standards may also be discussed. In addition, a respiratory protection program,

including procedures for respiratory protection fit testing and selection, shall be included in this section. More task-specific PPE requirements may be in included in the task hazard analysis.

HEALTH AND SAFETY AIR MONITORING

This section shall include a description of air monitoring for both direct reading instruments and personal air sampling. The types of direct reading instruments to be used as well as sampling frequencies and locations shall be described. Action levels and their corresponding actions shall be included. Personal sampling frequency, procedures, analytical methods, equipment and action levels for each contaminant of concern shall be discussed. The Contractor shall be required to furnish all personal and area air sampling instruments necessary to implement this SHERP.

SITE CONTROL

This section shall include a description of methods that will be used to minimize potential contamination of Site personnel, prevent transport of hazardous substances into clean areas, and to secure the Sites. A Site control log and a description of the zones of protection shall be included. These zones shall be delineated on the Site map. Operational practices such as the buddy system, communications and disposal of contaminated material, such as disposable PPE or decontamination rinsewaters shall be described.

SAFE WORK PRACTICES

This section shall include a listing and description of safe work practices that must be followed on site. These practices shall include, but are not limited to, use of drugs and alcoholic beverages, food, drink, gum and tobacco, personal hygiene such as facial hair and the use of contact lenses; daily/weekly "tailgate" safety meetings; general construction safety practices such as excavation sloping; confined space entry procedures; and procedures for prevention of heat and cold stress.

DECONTAMINATION PLAN

This section shall describe in detail the procedures to be used for decontamination of personnel and equipment (i.e., vehicles). This section shall include provisions for decontamination effectiveness tests and a layout for the decontamination zone. Provisions shall be included for the use of shower trailers and/or hand wash stations.

INFORMATIONAL PROGRAM

This section shall describe the program the Contractor establishes to inform employees, and subcontractors involved in hazardous waste operations of the nature, level, and degree of exposure likely as a result of that participation. The means by which the Contractor will implement this informational program shall be described.

HAZARD COMMUNICATION

This section shall outline the features of the Contractor's written hazard communication program and describe the hazards of chemicals the Contractor expects to bring on Site. Provisions for worker training and the location of material safety data sheets shall be included in this section.

EMERGENCY CONTINGENCY PLAN

Procedures to be followed during a Site emergency shall be described. Emergency warning signals and a list of on-site emergency equipment (i.e. first aid kits, PPE, fire extinguishers, eye wash stations) and its location should also be described. The location of the nearest emergency medical facility and the route to the facility shall be included in this section along with a map to the facility and a list of emergency phone numbers. Pre-emergency planning shall be conducted with local authorities. This section shall include a basic schedule for rehearsals or exercises of the emergency contingency plan, both with and without prior notice. The means by which such rehearsals, or actual emergencies, will by analyzed to enhance future responses shall be described. In addition, emergency decontamination procedures shall be described. Procedures for reporting releases shall also be included.

PROGRAM EVALUATION

This section describes the frequency and scope of inspections to be conducted by the Contractor's health and safety supervisor to assess the effectiveness of the Health and Safety program. If subcontractors are used, this section will also describe the frequency and scope of audits of subcontractor health and safety activities.

3.02 SHERP IMPLEMENTATION

The Contractor and any approved subcontractor(s), will comply with all aspects of their SHERP during all RA activities.

END OF SECTION

SECTION 01550

TEMPORARY ACCESS ROADS, LAYDOWN AND PARKING AREAS

PART I – GENERAL

1.01 DESCRIPTION

The Work specified in this Section consists of constructing, maintaining, and removing temporary access roads, parking and laydown areas.

1.02 REQUIREMENTS

Provide materials, along with construction and maintenance methods, commensurate with loading, density of traffic, and weather conditions for efficient service during the period of construction and to meet emergency response requirements of local fire jurisdictions.

1.03 SUBMITTALS

Refer to Sections 01300 - Submittals, and 01342 - Working Drawings for submittal procedures:

Contractor shall, as a requirement of this section, submit to the Engineer for review and approval:

- Location layout and details for construction roads, laydown and parking areas.

1.04 REQUIREMENTS OF REGULATORY AGENCIES

Obtain all necessary easements; pay all costs of such temporary easements and submit a copy of any and all agreements to the Engineer.

PART II - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

Adequate for the intended use and capable of being maintained properly through the construction period.

- Aggregate shall be job-mix formula for 3/4" max aggregate per Section 02250, Materials;

- Asphalt mix shall be job-mix formula for 3/4" (non-rutting) per Section 02511, Asphalt Paving.

PART III - EXECUTION

3.01 INSTALLATION

Locate temporary access roads, laydown and parking areas so as to serve the Work adequately and result in minimum interference with the performance of the Work. Relocate, modify, and extend facilities, as required, during course of the Work.

3.02 TEMPORARY TRAFFIC CONTROLS

Provide temporary traffic controls at juncture of temporary roads with public roads, including warning signs for public traffic, and "STOP" signs for construction road entrance onto public roads. Comply with requirements and recommendations of local traffic authorities.

3.03 MAINTENANCE

Maintain temporary access roads, laydown and parking areas in a safe and useful condition during the construction period.

3.04 REMOVAL

Remove the materials utilized for the building of temporary roads, fences, laydown and parking areas within site boundaries. Restore the soils compacted by traffic to the density and condition of the surrounding soils, as directed by the Engineer. Restore vegetation as specified elsewhere. The North/South access road to Site #1 (8800 West) shall be restored to pre-contract condition or better.`

END OF SECTION

SECTION 01565

EROSION CONTROL

PART I – GENERAL

1.01 DESCRIPTION

The Work specified in this Section consists of minimizing erosion of the sites caused by construction activities. The Work also consists of controlling water from running onto or running off of the Sites.

1.02 STANDARDS

Comply with the "Utah Water Quality Control Act" and regulations promulgated and certifications issued.

1.03 SUBMITTALS

Contractor shall submit an erosion control Run-on, Run-off plan for review in accordance with Section 1300, Submittals. As a minimum the plan shall include:

- Construction sequence to minimize exposed erodable areas;
- Plan for continuous operational erosion control;
- How emergency erosion control will be accomplished;
- Materials proposed for erosion control;
- Equipment dedicated to erosion control;
- Individuals directly responsible for erosion control.
- Run-on/Run-off controls.
- Removal and Restoration.

PART II – PRODUCTS\

2.01 MATERIALS

A. See Section 02115, Dust Palliative, for airborne materials erosion control.

B. Hay or straw bales shall consist of the straw of oats, barley, wheat, rye or clean field hay free of noxious weed seed.

C. Silt fence shall be a geotextile consisting of long chain synthetic polymers

composed of at least 85% by weight polyolefins, polyesters, or polyamides formed into a network such that the filaments retain dimensional stability relative to each other. Geotextile for silt fence shall conform to the following:

PHYSICAL REQUIREMENTS FOR TEMPORARY SILT FENCE GEOTEXTILES

PROPERTY	WIRE FENCE SUPPORTED REQUIREMENTS	SELF SUPPORTED REQUIREMENTS	TEST METHOD
Tensile strength, lbs.	90 minimum	90 minimum	ASTM D 4632
Elongation at 50% Minimum tensile strength	N/A	50 maximum	ASTM D 4632
Permittivity[1] sec-1	0.01 minimum	0.01 minimum	ASTM D 4491
Apparent Opening Size (AOS), mm[1]	0.84 maximum	0.84 maximum	CW 002215
Ultraviolet Degradation[2]	minimum 70% strength Retained	minimum 70% strength Retained	ASTM D 4355

1 Permittivity and AOS do not relate directly to filtration performance of silt fence fabrics. Values presented reflect minimum criteria of products currently used. Performance tests such as VTM-51 (from Virginia Highway Research Council) may be used to evaluate silt fence performance if deemed necessary by the Engineer.

1 Strength retained after 500 hours of ultraviolet exposure when tested according to ASTM D 4355.

PART III - EXECUTION

3.01 EROSION CONTROL

The Contractor shall conduct construction activities in such a manner that erosion of natural earth features run-on/run-off will be minimized. See also Section 01566, Pollution

Controls, Section 01567, Fugitive Dust Control Specification, and Section 02115, Dust Palliative.

In order to implement these requirements, the Contractor shall:

a) Cover exposed and excavated areas which will be subject to erosion and collapse in the event of rainfall. The covering shall remain in place, unless construction activities require its removal, until such time as the threat of erosion has been removed.

b) The covering shall be of a material which protects the exposed surface from erosion by the elements (rain, wind) and shall be adequately secured in place when in use.

c) Establish construction procedures which minimize the potential of erosion of natural earth features.

d) Construct physical features such as interceptor trenches and berms that will prevent water from running out the Sites or that will contain water on the Sites.

e) Upon completion of work in an area in which the prevailing earth (soil) will not be disturbed by further construction, the Contractor shall perform erosion protection measures such as seeding, fertilizing, mulching and/or sodding as outlined in other sections of this Specification.

END OF SECTION

SECTION 01566

POLLUTION CONTROLS

PART I - GENERAL

1.01 DESCRIPTION

The Work specified in this Section consists of minimizing noise and either minimizing or eliminating air and water pollution caused by construction activities.

1.02 STANDARDS

Comply with the ‘‘Clean Air Act’’ 42 VSC § 7401 - 7642; 40 CFR Parts 50 and 61.

Comply with the ‘‘Utah Air Conservation Act’’ Title 19, Section 19-2-101; UAC R307-1-1 (air emissions), UAC R307-1-2.1 (air emissions), and UAC R307-1-4.7 (unavoidable breakdown).

Comply with the ‘‘Salt Lake City-County Health Department Health Regulations #21, Noise Control’’.

PART II - PRODUCTS

There are no specified products for this Section.

PART III - EXECUTION

3.01 NOISE CONTROL

The Contractor shall conduct construction activities in such a manner that the noise levels measured at the closest point adjacent to the work sites in normal use by the public do not exceed the limits shown in local regulations. In no event shall sound levels within 10 feet of the nearest receptor exceed 95 dBA between 7:00 am to 9:00 pm nor 55 dBA between 9:00 pm to 7:00 am.

The Contractor shall conduct regular periodic measurements (minimum once weekly) of sound levels at the nearest receptors as mentioned above where there is any possibility of exceeding established limits and maintain records of the measurements for inspection by the Engineer.

Notwithstanding the specific noise level limitations specified herein, the Contractor shall utilize the noise mitigation measures listed below in order to minimize the noise levels:

a) Use effective intake and exhaust mufflers on internal combustion engines and compressors. Line or cover hoppers, storage bins and chutes with sound-deadening material.

b) Minimize noise-intrusive impacts during the most noise sensitive hours (5:30 P.M. to 7:30 A.M.). Some of the key techniques used for this purpose include but are not limited to:

1. Plan noisier operations during times of highest ambient levels.
2. Keep noise levels at relatively uniform levels; avoid peaks and impulse noises.
3. Turn off idling equipment.

c) Select truck routes so that the noise from heavy-duty trucks will have minimal impact on noise sensitive land uses (e.g., residential).

d) Conduct truck loading, unloading and hauling operations so that noise is kept to a minimum.

3.02 AIR POLLUTION CONTROLS

Criteria for Fugitive Dust - The detailed descriptions and explanations of specific impact mitigation measures are contained in regulations promulgated under the "Utah Air Conservation Act". Also see Section 01567, Fugitive Particulate Control and Section 02115, Dust Palliative.

In order to implement these regulations, the Contractor shall use the following procedures and techniques:

a) Cover loads of materials in transit to or from the Sites or stored on the Sites where the materials are dust generating.

b) Establish regular cycles and locations for washing trucks which haul materials to or from work sites.

c) Water down construction sites as needed to suppress dust.

d) Use dust palliative in areas not actively being worked that are potential dust sources.

Open burning of wastes is prohibited. Contractor shall remove scrap and waste material and dispose of it in accordance with laws, codes, regulation, ordinances, and permits.

Use construction equipment which has been designed and equipped to prevent or control air pollution in conformance with the most restrictive regulations of the EPA, state and local authorities. Evidence of such design and equipment will be maintained and made available for inspection by the Engineer.

Establish and maintain records of the routine maintenance program for internal combustion engine powered vehicles and equipment used on the project. These records will be held available for inspection by the Engineer.

In compliance with the state air pollution regulations (R307-1-4.2), any coal, oil or mixture thereof, burned in any fuel burning or process installation shall contain no more than 1.0 pounds sulfur per million gross Btu heat input for any mixture of coal nor 0.85 pounds sulfur per million gross Btu heat input for any oil. In the case of fuel oil from the vendor: 1) weight percent sulfur; 2) gross heating value (Btu per unit volume); and 3) density, as measured by ASTM methods D2880-71 or D4294-89. In the case of coal, it shall be necessary to obtain a grab sample for every 24 hours of operation and the sample shall be tested using ASTM methods D3177-75 or D4239-85 and methods D2015.77 or D3286-85.

3.03 WATER POLLUTION CONTROLS

The Contractor shall not discharge pollutants such as chemicals, fuels, lubricants, bitumens, raw sewage, or other harmful wastes into or alongside rivers, streams, and impoundments, nor into channels or storm drains leading thereto.

The Contractor shall control the use of lubricating oils, hydraulic fluids, greases and other such products and promptly clean up and properly dispose of materials contaminated by spillage or leakage of these products.

Emissions resulting from unavoidable equipment breakdowns shall be reported and managed as per applicable State requirements.

END OF SECTION

SECTION 01567

FUGITIVE DUST CONTROL

PART I – GENERAL

1.01 DESCRIPTION

This work consists of various ambient air monitoring and fugitive dust control activities which are to be performed during the RA. The general purpose of these activities is to minimize air emissions associated with the RA, minimize public exposure to those emissions, and document mitigation measures used under various weather conditions.

1.02 GENERAL REQUIREMENTS

The Contractor shall be responsible for control of fugitive dust at the Sites both during periods of work activity and during non-working hours. Fugitive dust emanating from the Sites shall not exceed the following general requirements:

- A visual opacity measurement of 20%.
- A work space PM_{10} concentration of 450 ug/m^3, 8-hour Mini-RAM average during any shift immediately downwind of the workspace.
- A downwind property boundary PM_{10} concentration of 150 ug/m^3, 8-hour Mini-RAM average during any shift, a maximum distance of 200 feet downwind of the place of work.

Opacity shall be determined visually and recorded hourly during construction activities and routinely during non-working hours by the Engineer. The individual performing these measurements shall be trained and certified in the measurement of opacity by the State of Utah. Short-term work space PM_{10} measurements will be made by the Engineer immediately downwind of the excavation area using a Mini-RAM portable particulate monitor. Property line Mini-RAM monitoring will be performed by the Engineer at the prevailing up-wind and down-wind property boundaries with a Mini-RAM portable particulate monitor.

The Contractor is responsible for adjusting the fugitive dust mitigation activities to ensure compliance with the above requirements.

Ambient PM_{10} and TSP concentrations will be performed during construction by the Engineer using EPA reference methods.

1.04 IMPLEMENTATION REQUIREMENTS

The Contractor shall be responsible for the selection of appropriate fugitive dust mitigation measures, timely implementation of those measures to ensure compliance with the general requirements, documentation of mitigation measures selected and rationale behind that selection, documentation of monitoring measures actually used and the dates during which methods were used.

The Contractor shall provide equipment on Site at all times, in operating order, to effectively implement fugitive dust mitigation measures as described in the Fugitive Dust Control Plan.

In the event that fugitive dust emissions at the Sites exceed the established action level, the Contractor shall implement additional dust mitigation actions immediately. The mitigation methods to be used and the sequence of events resulting in the implementation of those methods are to be specified in a written Fugitive Dust Control Plan.

1.05 SPECIFIC EMISSION LIMITATIONS

In the event that ambient opacity upwind of the Sites and any off-site load-out areas is greater than 20% opacity, any air contaminated by dust leaving the work area limits shall not be greater than the ambient opacity. If opacity is not brought into compliance within two hours of opacity violation notice using other mitigation methods, the Contractor shall reduce construction activities except those associated with dust control. If opacity is not brought into compliance within four hours of opacity violation notice using other mitigation methods and reduced activities, the Contractor shall temporarily cease construction activities except those associated with dust control until the exceedance of the opacity standard has ended.

In the event that an air pollution alert is declared by the State of Utah for the Salt Lake City area, the Contractor shall employ additional mitigation measures until the alert is terminated. In the event that an air pollution warning is declared by the State of Utah for the Salt Lake City area, the Contractor shall employ additional mitigation measures or reduce construction activities except those associated with dust control until the warning is terminated. In the event that an air pollution emergency is declared by the State of Utah for the Salt Lake City area, the Contractor shall temporarily cease construction activities except those associated with dust control until the emergency is terminated.

1.06 DOCUMENTATION REQUIREMENTS

The Contractor will generate a Fugitive Dust Control Plan which will specify the mitigation measures to be used, how the use of those measures will be integrated with the short-term work area action level specified and the ambient air monitoring performed by others, and under what criteria specific measures will be terminated.

The Contractor shall maintain an active on-site log of the mitigation measures used at all

times and the time that use of a specific measure is begun and terminated. That log shall include specific notes concerning the location and intensity (including equipment use) of removal activities and general observations of wind direction, wind speed and precipitation. That log shall also note the time of occurrence of any high wind alarms or State of Utah alert, warning or emergency, and the actions taken to mitigate fugitive dust emissions during those conditions.

1.07 FUGITIVE DUST CONTROL MEASURES

In general terms, it is anticipated that fugitive dust controls will consist of one or more of the following:

- Limiting the excavation working face.
- Application of a fine spray of water or mixture of water and surfactant to maintain a moist surface on active working faces of excavation and material load out areas during all excavation, transportation, embankment or temporary storage.
- Watering and misting of the haul roads.
- Covering of inactive spoils piles.
- Regular application of dust palliative(s) to open and disturbed areas subject to limited disturbance.
- Enclosure and dust collection of fugitive dust at transfer points.
- Possible use of wind-breaks upwind of some work areas.
- Reduction in or cessation of on-site excavation and transportation activities.

It is anticipated that controls will be implemented as needed based on the ambient air quality criteria delineated in this document. The extent of controls and the mix of measures used is to be determined by the Contractor, but must be effective in reducing fugitive emissions, and must be implemented in a timely and effective manner.

1.08 SUBMITTALS

Contractor shall, as a requirement of this section, submit to the Engineer for review and approval at the Pre-construction conference:

- Fugitive Dust Control Plan (1.08) which will detail the emission control methods to be used, the general conditions under which the controls will be used, the rationale for selection of controls to be used under the various conditions and documentation to be generated of emission controls used.

PART II – PRODUCTS

See Section 02115, Dust Palliative, for acceptable surfactants.

PART III – EXECUTION

3.01 REPORTING OF FUGITIVE DUST CONTROLS ACTIVITY

The Contractor will be responsible for reporting to the State of Utah or its designated representative any changes in on-site emission control activity which may be necessary to minimize fugitive dust as required by this specification. The Contractor shall verbally report any such changes within 1 hour of their implementation. A written summary of any changes implemented and the reason for implementation will be submitted within 48 hours of that implementation.

END OF SECTION

SECTION 01580

SIGNAGE

PART I – GENERAL

1.01 DESCRIPTION

This Work consists of fabricating, furnishing, installing and removing warning signs, traffic signs, project identification signs and foundations. Sign legends shall be as shown on Contract Drawings.

1.02 APPLICABLE PUBLICATIONS

The publications listed below form a part of this specification to the extent applicable. The publications are referred to in the text by the basic designation only.

U.S. Department of Commerce	Product Standard 20-70
Manual of Uniform Traffic Control Devices (USDOT)	
American Society for Testing Materials (ASTM) Publications:	
ASTM B 209	Aluminum Alloy 5052-H38
ASTM A 314-63	Stainless Steel, Class 304, 18-8
ASTM A 36	Structural Carbon Steel
ASTM A 123	Zinc (Hot Galvanized) Coating
ASTM B 449	Chemical Treatment, Aluminum
American Plywood Association	Product Standard 1, PSI-83, Group 1, 3/4-inch thick

1.03 SUBMITTALS

Contractor shall, as a requirement of this section, submit to the Engineer the following for review and approval:

- Shop drawings showing sign layout;
- Job-mix design for concrete footings for wood posts to be constructed in accordance with standards of the industry.

PART II – PRODUCTS

2.01 SIGN POSTS

Wood sign posts shall be used on project identification signage.

Steel "U" posts or wood posts may be used to mount warning or traffic signs.

2.02 SUBSTRATE

Aluminum 0.125-inch shall be used on all warning and traffic signs.

Project identification signs shall be 90/90, high density, BB exterior (Douglas Fir) B Grade; plugged-core with 1/2-inch maximum gap.

2.03 MESSAGE

Messages shall be as shown on the Contract Drawings and shall consist of either:

1) Type III reflective sheeting directly adhered to the face, or
2) Silk screen process figures in accordance with the plans.

2.04 PAINT

Wood, semigloss Acrylic emulsion:

Primer: Tnemec 36-603 Undercoater, Koppers 625, Davlen 555, or equivalent. 2 mils dry.

Second coat: Tnemec Series 6 Tnemec-Cryl, Koppers 600, Davlen 220, or equivalent. 2 mils dry.

Final coat: Same as second coat.

Nonferrous metal, Epoxy:

Prime coat: Tnemec 32-1210, Koppers 40, Amercoat 178, or equivalent.

Finish coat: Tnemec Series 73 Hi-Build Urethane, Koppers BRS, Amershield, Y5295/99 Duramaster Pro Epoxy, or equivalent. 5 mils dry.

Silk screened letters, numerals, symbols and borders shall be applied on the sheeting background of the sign by the direct process. Opaque or transparent colors, inks, and paints used in the screen process shall be of the type and quality recommended by the manufacturer.

PART II – EXECUTION

3.01 FABRICATION

Fabricate the sign frame and posts as shown on the Contract Drawings.

Fabricate Traffic Signs in accordance with requirements of the Manual on Uniform Traffic Control Devices.

Submit shop drawings showing sign layout for approval prior to final fabrication.

3.02 PLACEMENT

Attach warning signs to chain link fabric as appropriate. Place ground mounted warning signs in association with temporary fencing. Use the same posts to support fence and signs wherever possible.

Locate signs as close to the positions shown on Contract Drawings as practicable.

3.05 SIGN REMOVAL

At the completion of cleanup, warning, traffic and project signs shall be removed.

END OF SECTION

SECTION 01620

STORAGE AND PROTECTION

PART I – GENERAL

1.01 DESCRIPTION

The Work specified in this Section consists of the storage, management and protection of the Cr-bearing bricks which are to be separated from CKD for special handling and transportation. In addition, this Section specifies the storage and management flammables.

1.02 SUBMITTALS

Refer to Sections 01300, Submittals, and 01342, Working Drawings, for submittal procedures.

Contractor shall, as a requirement of this section, submit to the Engineer the following for review and approval:

- Working drawings showing locations of storage areas; and
- Descriptions of proposed methods and locations for storing and protecting products.

1.03 STANDARDS

Comply with 40 CFR Parts 264.251 and/or 264.171 - 264.173 and 264.176 - 264.178.

PART II - PRODUCTS

2.01 MATERIALS

Recovered Cr-bearing bricks, which are a D007 hazardous waste, shall be protected during storage.

Spills of hydraulic fluids, gasoline, liquid petroleum, gases, diesel fuel or other flammable

materials are classified as hazardous and subject to disposal in accordance with applicable rules and regulations. All spills shall be immediately reported to the Engineer and regulatory agencies together with the Contractor's actions for cleanup and future prevention.

PART III – EXECUTION

3.01 STORAGE AND PROTECTION

The Contractor shall store materials in such a manner as to ensure the recoverability and to facilitate inspection.

Recovered Cr-bearing bricks that are temporarily stored on site must be stored in accordance with RCRA regulations regarding waste piles, if stockpiled, and/or containers, if stored in roll-offs or other containers.

The Contractor shall perform periodic inspections of storage materials to assure that Cr-bearing brick are maintained under specified conditions, and are free from damage or deterioration.

All storage sites shall be restored to their original conditions at the Contractor's expense.

3.03 TRANSPORTATION

Conduct storage, loading, and transporting of Cr-bearing brick within the work area limits such that they are kept free from foreign material. Loading, management, transportation and treatment of Cr-bearing brick is specified in Section 02220, Transportation, Treatment and Disposal of Cr-Bearing Bricks.

END OF SECTION

SECTION 01710

CLEANING

PART I – GENERAL

1.01 DESCRIPTION

The Work specified in this Section consists of maintaining a clean, orderly, hazard-free work site. Conformance to existing work site cleanliness standards of the affected communities and private properties traversed by the Work shall be maintained. Failure to maintain work site at the required degree of orderliness and cleanliness will be grounds for withholding monthly payments until corrected to the satisfaction of the Engineer.

1.02 JOB CONDITIONS

Safety Requirements

Maintain the work site neat, orderly, and hazard-free in conformance with the local governmental and State and Federal OSHA requirements, whichever is more stringent. Keep work site walks, public sidewalks, roadways, and streets, along with public and private walkways adjacent to work site, free from hazards caused by construction activities. Inspect those facilities regularly and eliminate hazardous conditions caused by construction activities. Mitigate conditions which could cause dust, either wind blown or traffic generated.

Hazards Control

- Do not accumulate wastes which could create hazardous conditions.
- Hazard controls shall conform to the applicable federal, state and local rules and regulations as a minimum.

Access

Maintain all areas of the work site in such a way as to permit access to and passage through all work areas by Contractor's and Engineer's staff.

Snow Removal

The Contractor shall remove snow from the Support Area to permit parking and access to Engineer's and Contractor's trailers and other active facilities operating through inclement weather periods.

PART II - PRODUCTS

There are no products in this Section.

PART III - EXECUTION

3.01 INTERIM CLEANING

Contractor shall clean the work site every workday during the construction period of the Contract. Contractor shall pick up construction-caused waste materials from structures, grounds and other areas of work site, including public and private properties immediately adjacent to the work site. Contractor shall keep all areas of the project free from accumulations of waste materials caused by construction operations. Place waste materials in metal containers and remove them from the project.

Contractor shall promptly empty waste containers when they become full and legally dispose of the contents at appropriate disposal areas off the Sites.

Immediately remove per SHERP and report to Engineer and regulatory authorities spillages of construction-related material from haul routes.

Cover or contain all waste, soil, and debris before transporting from the sites.

END OF SECTION

SECTION 02110

CLEARING AND GRUBBING

PART I – GENERAL

1.01 SCOPE

This work consists of clearing, grubbing, removing, and disposing of vegetation and debris within the limits of the project and as shown on the Contract Drawings.

1.02 GENERAL DESCRIPTION

Clearing consists of removal and disposal of trees, stumps, logs, limbs, sticks, vegetation, rubbish and other material, debris, and other material on the existing ground. Grubbing consists of removing and disposing of roots, stumps, buried logs, debris and other underground material.

PART II – PRODUCTS

2.01 MATERIALS

Not used

PART III – EXECUTION

3.01 CLEARING

The area cleared should be limited to minimize fugitive dust. The area opened by clearing must be coordinated with the Contractor's excavation plan. Under no circumstance shall the entire area be cleared in a single operation.

3.02 DISPOSING

Cleared and grubbed material including stumps, roots and selected wood products and

other material shall be disposed in a Subtitle D, commercial landfill or other permitted disposal facility of the Contractor's choice. At the Contractor's option, stumps, roots and

wood products may be chipped and used for erosion control and/or mulching in lieu of mulch specified elsewhere in these specifications. Materials designated for disposal shall be at the discretion of the Engineer. Debris generated from each of the individual sites shall be disposed of within that site unless alternative areas are approved by the Engineer. Burning will not be permitted. No material shall be deposited in streams, marshes, or wetlands.

3.03 PROTECTION

Protect all project land monuments, property markers, official datum points and wells until their removal is approved. Contractor shall be responsible for the re-establishment, repair, or replacement of any damage resulting from the clearing and grubbing operation. Well abandonment shall be done in accordance with Section 02201, Monitoring Well and Piezometer Abandonment.

END OF SECTION

SECTION 02115

DUST PALLIATIVE

PART I - GENERAL

1.01 DESCRIPTION

This Work shall consist of the furnishing and application of dust palliative for the suppression of dust.

1.02 SUBMITTALS

Contractor shall submit suppliers' data sheets containing product chemical analysis, application rates and special information in accordance with Section 01300, Submittals.

PART II - PRODUCTS

2.01 GENERAL

A number of dust palliative products have proven useful for the control of fugitive dust. Two types of products are described below. The Contractor may use the product of its choice.

2.02 MAGNESIUM CHLORIDE

Magnesium chloride for dust palliative shall be a highly concentrated magnesium chloride brine. It is a dense, clear, colorless liquid weighing approximately 11 pounds per gallon. The density and chemical composition of the brine may vary slightly with seasonal weather fluctuations which affect solar evaporation

CHEMICAL ANALYSIS
(weight percent)

	Typical	Range
Magnesium Chloride ($MgCl_2$)	32.0	28.0-35.0
Chloride (Cl)	23.8	19.8-27.0
Magnesium (Mg)	8.2	6.8-9.2
Sulfate (SO_4)	2.4	1.2-3.5
Sodium (Na)	0.6	0.2-1.0
Potassium (K)	0.5	0.1-0.8
Lithium (Li)	0.1	0.1-0.2
Bromine (Br)	0.1	0.1-0.2
Iron (Fe)	8 ppm	5.0-10.0 ppm
Surfactant	500 ppm	100-1000 ppm
Corrosion Inhibitor	500 ppm	100-1000 ppm

PHYSICAL PROPERTIES

	Typical	Range
Specific Gravity	1.32	1.27-1.36
Bulk Density	11 lbs/gallon	

2.03 RESINOUS ADDITIVES

A number of proprietary resinous additive products are available which are designed for dust control. Provide manufacturers data as a submittal if resinous additive is proposed for use.

PART III – EXECUTION

3.01 MAGNESIUM CHLORIDE

Magnesium chloride shall be applied at locations as needed to suppress dust in two applications, or as experience with the weather and soil conditions indicate, with an approved distributor truck at the rate of 0.5 gallons per square yard (0.25 gallons per square yard per application) or according to the supplier's recommendation.

After application of the magnesium chloride, traffic shall be kept off of the treated surface for a period of 4 hours while it obtains its initial set.

Twenty-four hours after the application of the magnesium chloride, the entire area treated shall be wetted with water at the rate of 0.50-0.75 gallons per square yard.

Repeat the application as necessary to achieve a protective dust cover.

3.02 RESINOUS ADDITIVES

Resinous additive shall be added to water in the proportions recommended by the manufacturer or as experience with weather and site soils indicate. An approved distributor truck suited to apply the dilute product uniformly at a rate to be specified shall be used.

The application rate may vary depending upon the area under treatment and the character of the surface soils. The first trial application should be based upon manufacturer's dilution and application rates.

Repeat the application as necessary to achieve a protective dust cover.

The use of a resinous suppressant for the prevention of fugitive dust from rail car or truck shall be based on Contractor's trial application rates and methods of application that result in protection from fugitive dust for the entire period of transport.

END OF SECTION

SECTION 02140

DEWATERING

PART I - GENERAL

1.01 DESCRIPTION

The Work specified in this Section consists of preventing surface water and subsurface ground water from flowing into excavations and flooding the project sites and surrounding area. Ground water levels are near the surface at site 1 and are 3 feet below ground surface at Site 5.

All such dewatering diversions and runoff areas shall be handled by the contractor as proposed in a Dewatering Submittal Plan.

1.02 QUALITY CONTROL

A. It shall be the sole responsibility of the Contractor to control the rate and effect of the dewatering in such a manner as to avoid all objectionable settlement and subsidence.

B. All dewatering operations shall be adequate to assure the integrity of the finished project and shall be the responsibility of the Contractor.

C. Where critical structures or facilities exist immediately adjacent to areas of proposed dewatering, reference points should be established and observed at frequent intervals to detect any settlement which may develop.

D. The responsibility for conducting the dewatering operation in a manner which will protect adjacent structures and facilities rests solely with the Contractor. The cost of repairing any damage to adjacent structures and restoration of facilities shall be the responsibility of the Contractor.

1.03 SUBMITTALS

Contractor shall, as a requirement of this section, submit to the Engineer for review and approval:

A. Manufacturers literature on equipment and materials to be used
B. Detailed Dewatering Plan for the control of Site ground water.

PART II – PRODUCTS

2.01 EQUIPMENT

Before operations begin, the Contractor shall have available on the sites of work sufficient pumping equipment and/or other machinery to assure that the operation of the dewatering system can be maintained.

PART III - EXECUTION

3.01 METHODS

A. Contractor shall sequence its excavation to minimize the intrusion of groundwater, taking advantage of seasonal fluctuation and aerial distribution of groundwater.

B. Dewatering shall be done by such method as the Contractor may elect.

C. Dewatering shall be sufficient to maintain the groundwater level at or below the working surface.

D. Water shall not be allowed to accumulate in excavations. Water shall be removed to prevent softening of subgrades. Contractor shall provide and maintain pumps, well points, trenches, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

E. If well points or wells are used, they shall be adequately spaced to provide the necessary dewatering and shall be sandpacked or other means shall be used to prevent pumping of fine sands or silts from the subsurface. A continual check by the Contractor shall be maintained to ensure that the subsurface soil is not being removed by the dewatering operation.

F. The Contractor shall establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain and snow water and water removed from excavations to collection points.

G. Site Water shall be collected and disposed by the contractor in accordance with the Dewatering Plan.

H. Upon completion of the Work, all dewatering facilities shall be removed by the Contractor.

I. All water shall be handled and disposed as common construction water.

END OF SECTION

SECTION 02200

EXCAVATION

PART I - GENERAL

1.01 DESCRIPTION

This work consists of the excavation, hauling, loading, placement and compaction of all material encountered within the limits of the Work necessary for the complete removal of CKD, debris, and Cr-bearing brick. All excavation will be classified, "Excavation (CKD)", as hereafter described.

A. Excavation (CKD) shall consist of the excavation of all CKD on the Sites as shown on Contract Drawings or ordered by the Engineer. CKD is characterized as non-plastic, fine grained, light colored material. Although generally not solidified, large blocks of cemented mass may be present. Intermixed with the CKD are Cr-bearing brick, considered a RCRA hazardous waste, which shall be separated, stored and managed. Separation shall be by screening, with that portion passing a 12 inch bar grizzly but retained on a 2 inch standard square screen classified for treatment and separate disposal as Cr-bearing Brick. Loading, transportation, treatment and disposal is specified in Section 02220, Transportation, Treatment and Disposal of Cr-Bearing Bricks. The portion retained on the grizzly and passing the 2 inch screen shall be combined, loaded, transported and disposed of in accordance with Section 02210, Transportation and Disposal of CKD.

1.02 TOP SOIL

Top soil shall consist of material acquired by the Contractor and hauled to the Sites for the purpose of establishing vegetation when seeded.

1.03 SUBMITTALS

Contractor shall submit proposed Top Soil material test data in accordance with Section 01300, Submittals.

PART II – PRODUCTS

2.01 CONTRACTOR'S SOURCE MATERIAL

The Contractor shall certify that unacceptable levels of hazardous wastes and substances, including, but not limited to, those defined in 40 CFR Part 261, Subpart D and CERCLA Section 101 (4) as amended, are not incorporated in the project as a result of imported materials. If Contractor's source material originating outside the work area limits is placed on the project and is found to be contaminated with unacceptable levels of hazardous wastes or substances, the Contractor shall remove the contaminated material, dispose of it in accordance with applicable laws and regulations, and make necessary restoration. The cost of complying with these requirements, including sampling, testing and corrective action by the Contractor shall be at the Contractor's expense.

The Contractor shall submit a complete suite of geotechnical test including gradation, Atterberg limits, and moisture-density test (AASHTO T-99) results of its proposed source of borrow material to the Engineer no less than 5 working days prior to the time such material is to be imported onto the Sites.

PART III – EXECUTION

3.01 EXCAVATION

Earthmoving equipment, watering equipment, and compaction equipment are the responsibility of the Contractor. Such equipment shall be of suitable type and capacity to perform the excavation and Top Soil work in accordance with the specifications and to meet the Construction schedule. The equipment shall be operated in accordance with the manufacturer's recommendations and instructions and maintained such that it will deliver the manufacturer's rated energies and compactive efforts. If equipment at the Sites proves inadequate to maintain Contract schedules or results in work not meeting specification requirements, additional, larger, or different types of equipment shall be obtained and used at no additional cost to UDEQ.

Cross-sections and surveys are specified to be performed by the Engineer to determine excavation volumes for payment. The Contractor shall provide the Engineer a minimum of two working days notice prior to an area being made available for cross-sectioning and a minimum period of one working day for the Engineer to implement the survey. These minimum notice and survey periods shall also be incorporated into the Contractor's Plan of Operations and schedule.

Excavation shall not be beyond the lines and grades shown on the Contract Drawings. The

Contractor shall be responsible for the establishment of survey control of its excavation operation and the determination that the Contract Drawing design surface has been attained. All excavated material shall be separated into the constituents CKD, Cr-bearing brick, and debris.
All CKD and debris shall be transported and disposed of in a Subtitle D commercial landfill in accordance with Section 02210, Transportation and Disposal of CKD and debris.

Excavation below the subgrade contours, not ordered by the Engineer, will be at the Contractor's expense including backfill necessary to restore the ground to the plan surface. Transportation and disposal of such materials shall be at the Contractor's expense.

No Top Soil shall be placed until the area has been cross-sectioned by the Engineer. All excavation outside of the lines and grades shown on the Contract Drawings not ordered by the Engineer will be at the Contractor's expense including replacement of fill material.

Cr-bearing brick are 2"x4"x8" nominal sized brick generally clad on one or more faces with thin copper plating, dark tan or black in color. Such brick are classified as a Cr-bearing brick and shall be carefully separated from the CKD in which they have been co-disposed by screening, hand sorting or other method devised by the Contractor. Random samples of the CKD may be taken as a part of the Quality Assurance Program of the Engineer to confirm that all Cr-bearing brick has been removed from the waste stream. If action levels are being exceeded, the Contractor will be required to make additional screening or other actions to capture the pieces of Cr-bearing brick.

Archeological and paleontological materials encountered during the Work shall be dealt with in accordance with Article 16 N of the Terms and Conditions.

3.02 TOPSOIL

Topsoil shall be imported to Site 5. Contractor shall as a minimum form the upper 6 inches of the contoured surface of the Sites with the topsoil. Preparation of Topsoil to receive seeding is described in Section 02910, Seeding, Fertilizing and Mulching.

3.03 EXISTING UTILITIES

The Contractor shall locate existing underground utilities in areas of excavation work per Section 02760. Utilities are to remain in place. Adequate means of support and protection during earthwork operations shall be provided. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, the utility owner shall be consulted immediately for directions. Any required relocations necessary as a result thereof will be paid for on a force account basis. The Contractor shall cooperate with UDEQ and utility companies in keeping respective services and facilities in operation. Utilities damaged through the careless actions of the Contractor shall be repaired to the satisfaction of the utility owner at Contractor’s expense.

The Contractor shall not interrupt existing utilities servicing facilities occupied by UDEQ

or others, during occupied hours, except when permitted in writing by the Engineer and then only after acceptable temporary utility services have been provided.

The Contractor shall provide a minimum of two working days notice to Engineer and utility company, and receive written notice to proceed before interrupting any utility.

3.04 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall maintain an area perimeter fence per Sections 01500 Temporary Facilities and 02831, Temporary Chain-Link Fences and Gates, Plastic Fences, and Fence Maintenance. Contractor shall secure area at end of each working day. The Contractor shall protect any open gate from entry by unauthorized persons by attendant.

3.05 EROSION CONTROL

Temporary silt fences, straw bales, or other approved techniques shall be employed by the Contractor to assure that silt does not leave the Sites. All run-off shall be controlled as described in Section 01565, Erosion Control.

3.06 DEWATERING

See Section 02140, Dewatering.

3.07 STORAGE OF EXCAVATED MATERIALS

The Contractor shall store and manage excavated Cr-bearing brick in the area designated for subsequent shipment which shall be done in accordance with the provisions of 40 CFR Part 264.251 and 268.2. Cr-bearing brick may be stored in containers or on a prepared surface capable of totally containing the Cr-bearing brick and associated residue and from which all remnants may be retrieved for transport and disposal. If Contractor elects to store the Cr-bearing brick in containers, the provisions of 40 CFR Parts 264.171 to 264.173 and 264.176 to 264.178 shall apply.

The contractor shall also designate a storage stockpile area for the CKD and a separate area for debris. The exception to a separate debris stockpile shall be approved if the receiving disposal facility is permitted to accept debris in the waste stream.

3.08 FIELD QUALITY CONTROL

The Engineer shall be notified in accordance with the times set forth above to allow for the quantity survey. Then Engineer shall be allowed full access to inspect and test each subgrade before further backfill or construction work is performed. The provisions of Section 01453 quality control requirements shall apply.

3.09 DUST ABATEMENT

The Contractor shall at all times adhere to the requirements of Section 01567, Fugitive Dust Control and Section 02115, Dust Palliative. The Contractor shall use and maintain a dust palliative on all areas disturbed by construction activities and not being actively worked. Actively worked areas are those excavations worked within the past 24 hours. Actively worked areas including the working face of excavations and load-out operations shall be maintained moist with a fine spray of water or mixture of water and dust palliative. Unprotected soils subject to the generation of dust shall be maintained surface moist or protected by dust palliative.

END OF SECTION

SECTION 02201

MONITORING WELL ABANDONMENT

PART I - GENERAL

1.01 DESCRIPTION

Wells located at the Sites shall be abandoned as part of the removal action. There are seven total wells to be abandoned; six at Site #1 and one at Site #5. Each well is assumed to be a maximum of 30 feet in depth and constructed of a maximum of 4-inch PVC well screen and riser. This Section describes the procedures to be followed during well abandonment. The wells are shown in the Contract Drawings. The Contractor shall notify the Engineer if any wells are encountered that are not included in Sections 02201 or if any of the specified wells cannot be located.

1.02 STANDARDS

Administrative Rules for Water Well Drillers, State Archives No. 8857, issued by the State of Utah, Division of Water Rights, adopted July 15, 1987.

PART II – PRODUCTS

2.01 MATERIALS

The Contractor shall use materials that comply with the applicable state requirements.

PART III – EXECUTION

3.01 PROCEDURES AND OPERATION

The monitoring wells shall be abandoned by a well driller licensed in the State of Utah in accordance with all applicable state requirements. The wells are marked on the drawings.

PVC casing(s) shall be severed one foot below the base of excavation, or 2 feet below ground surface, where no excavation is specified. The abandoned wells shall be filled with a State-specified plug material from total depth to the top of severed casing. Clean imported fill or native soil will be placed and compacted over the dried plug to the final ground surface.

The Contractor shall conduct well abandonment activities in a manner that minimizes adverse effects on existing wells that are not to be abandoned and that ensures that contaminated groundwater will not migrate through or into the abandoned wells. These precautions shall include but are not limited to the following:

- prevent soil from falling into the well prior to placement of plug material;
- control the placement and flow of plug material as to minimize its migration out of the hole; and
- inspect each well location after excavation for fractures and cracks in the plug material surface that would enable movement of groundwater into and through the plug.

The Contractor is responsible for disposing of all waste materials in a manner consistent with all applicable government regulations. This will include decontamination of the casings prior to disposal.

The Contractor shall submit a report of abandonment to the State Engineer and a copy to the Engineer within 30 days of the completion of well abandonment procedures. The Contractor shall use forms supplied by the State Engineer.

END OF SECTION

SECTION 02210

TRANSPORTATION AND DISPOSAL OF CKD AND DEBRIS

PART I - GENERAL

1.01 DESCRIPTION

This section describes the requirements for transporting and disposing of CKD and debris. Off-site disposal of these wastes must comply with EPA's Final Off-Site Rule (40 CFR Part 300.440; 58 FR 49200-49218) and federal regulations. The CKD and debris are CERCLA hazardous substances and are therefore subject to the transportation-related requirements of DOT hazardous materials. The Contractor shall use the requirements listed herein to evaluate potential disposal facilities and choose a facility to propose as a recipient of the CKD and debris as well as determine a system for transporting the CKD and debris from the Sites to the disposal facility. EPA and UDEQ approval of the proposed disposal facility shall be required.

1.02 STANDARDS

40 CFR Part 241
40 CFR Part 263
40 CFR Part 300.440; 58 FR 49200-49218
49 CFR Parts 107, 171, 172, 173 and 177

PART II - PRODUCTS

Not Applicable

PART III - EXECUTION

3.01 DISPOSAL

A. Commercial

The Contractor shall propose an existing RCRA Subtitle D disposal facility to receive the

waste CKD and contaminated soil that meets all applicable regulatory requirements, and EPA's Final Off-Site Rule.
CKD and debris shall be disposed of at an acceptable Subtitle D landfill as described below.

Regulatory requirements for RCRA Subtitle D land disposal facilities are provided in 40 CFR Part 241.

In accordance with the Final Off-Site Rule, Subtitle D land disposal facilities proposed by the Contractor shall be deemed acceptable by the appropriate EPA ROC. The ROC will base EPA's acceptability determination on the following criteria:

- The facility must be in physical compliance with RCRA or other applicable federal and state laws.

- Environmentally significant releases must be controlled by a corrective action program prior to using any unit at the facility for the management of CERCLA wastes.

- All environmentally significant releases at other units must be controlled under RCRA corrective action.

3.02 TRANSPORTATION

CKD and debris shall be transported in accordance with all requirements pertaining to DOT hazardous materials. These Site wastes shall be classified for entry on the bill of lading as "Other Regulated Material".

Off-site shipment of CKD and debris shall be in compliance with DOT and EPA requirements, which include but may not be limited to:

·	49 CFR §171.15	Immediate notification following certain incidents/releases
·	49 CFR §171.16	Filing of hazardous materials incident reports
·	49 CFR §172.300 et seq.	Marking of package, freight container and transport vehicle
·	49 CFR §172.400 et seq.	Labeling as "Other Regulated Material"
·	49 CFR §172.600 et seq.	Emergency response for loading, storage and transport
·	49 CFR §172.700 et seq.	Training of personnel handling and transporting hazardous material
·	49 CFR §173.500 et seq.	Requirements for Other Regulated Material
·	49 CFR §177.800 et seq.	Regulations for shipments on public highways

All loads shall have dust control measures applied, such as covering or surfactant application, prior to leaving the Sites and continually during transport until reaching their disposal destination.

Designated hazardous materials transportation routes shall be used whenever possible.

Shipments shall not exceed the applicable weight limits.

All trucks and rail cars shall be visually inspected as empty and clean of contaminated material after disposing of transported materials at the disposal facility or transfer facility.

All trucks and rail cars shall be cleaned of contaminants on the outer surfaces that would cause the spread of contamination beyond the work area limits. Such cleaning shall take place in a designated CRZ and be in accordance with Contractor's SHERP. Any delay caused by inadequate cleaning or the application of covering to an exposed load shall be the responsibility of the Contractor and no added expense shall be incurred by UDEQ.

3.03 SHIPPING DOCUMENTS

The Contractor shall prepare a bill of lading following the weighing of each transport vehicle dispatched from the Sites. An authorized representative of the Contractor shall sign the bill of lading on behalf of USEPA. See Exhibit K attached to the Terms and Conditions. Upon arrival at a final destination or intermediate transfer point, the event shall be recorded on the original bill of lading and the record transmitted to the Engineer.

END OF SECTION

SECTION 02220

TRANSPORTATION, TREATMENT AND DISPOSAL OF Cr-BEARING BRICKS

PART I – GENERAL

1.01 DESCRIPTION

This section describes the requirements for transporting, treating and disposing of Cr-bearing bricks, a D007 hazardous waste, from the Sites. Federal regulations (40 CFR Part 268) require D007 hazardous waste to be treated prior to disposal. The Cr-bearing bricks may or may not be a hazardous waste after treatment, depending on the treatment technology used. Federal regulations (40 CFR Part 300.440) also provide requirements for off-site facilities that receive CERCLA wastes. Because the untreated bricks are a hazardous waste, they are also a hazardous material according to DOT regulations.

The Cr-bearing bricks may be treated under 40 CFR Part 268.41 as a D007 hazardous waste or under 40 CFR Part 268.45 as inherently hazardous debris.

40 CFR Part 268.41 requires that D007 hazardous waste must be treated so that the leachable chromium concentration, measured by TCLP, is less than 5 mg/l. When leachable chromium concentrations have been reduced to below 5 mg/l, the waste is no longer considered a hazardous waste and may be disposed of in a Subtitle D land disposal facility.

40 CFR Part 268.45 requires that inherently hazardous debris must be treated using one of three immobilization technologies: microencapsulation, macroencapsulation or sealing. Inherently hazardous debris treated by one of these technologies must be disposed of in a Subtitle C land disposal facility.

Inherently hazardous debris that needs to be reduced in particle size to less than 60mm for treatment is still regulated as debris under 40 CFR Part 268.45 if the debris is cleaned and separated from contaminated soil and hazardous waste. If the debris is not cleaned prior to size reduction, then the crushed debris becomes a D007 hazardous waste regulated under 40 CFR Part 268.41.

Treatment and disposal of the Cr-bearing bricks will take place off-site. All off-site response actions must comply with the Final Off-Site Rule (40 CFR Part 300.440; 58 FR 49200-49218).

The Contractor shall use the requirements listed herein to evaluate potential treatment and disposal facilities and propose a facility or facilities and method to treat and dispose of the Cr-bearing bricks, as well as develop a system for transporting the untreated bricks from the Sites to the treatment facility, and, if applicable, the treated bricks from the treatment facility to the disposal site. EPA and UDEQ approval of the facility or facilities proposed for treatment and disposal of the Cr-bearing bricks will be required.

1.02 STANDARDS

Comply with the ‘‘Resource Conservation and Recovery Act’’ and the ‘‘Utah Solid and Hazardous Waste Act’’.

CFR Sections	UAC Sections
40 CFR Part 241	315-2-7
40 CFR Part 262	315-2-11
40 CFR Part 263	315-3
40 CFR Part 264	315-8-2
40 CFR Part 265	315-8-3
40 CFR Part 268	315-8-4
40 CFR Part 270	315-8-7
40 CFR Part 300.440 (58 FR 49200-49218)	315-8-9
49 CFR Parts 170, 171, 172, 173 and 177	315-8-11
	315-8-12
	315-8-14
	315-9

PART II – PRODUCTS

Not Applicable

PART III – EXECUTION

3.01 SPECIFICATIONS FOR TREATMENT AND DISPOSAL OF BRICKS

The Cr-bearing bricks must be treated in accordance with all applicable state and federal requirements, including 40 CFR Parts 268.35, 268.41 or 268.45, as appropriate. Treated Cr-bearing bricks will be disposed of in a permitted Subtitle C land disposal facility if treated using an immobilization technology as per 40 CFR Part 268.45, or a permitted Subtitle D land disposal facility if treated so that the leachable chromium concentration is less than 5 mg/l.

3.02 SPECIFICATIONS FOR SUBTITLE C TREATMENT FACILITIES

In accordance with the Final Off-Site Rule, Subtitle C treatment facilities proposed by the Contractor must be deemed acceptable by the appropriate ROC. The ROC will base acceptability determination on the following criteria:

- The facility must be in physical compliance with RCRA or other applicable federal and state laws.
- Receiving units must not be releasing any hazardous wastes, hazardous constituents or hazardous substances.

3.03 SPECIFICATIONS FOR SUBTITLE C LAND DISPOSAL FACILITIES

In accordance with the Final Off-Site Rule, Subtitle C land disposal facilities proposed by the Contractor must be deemed acceptable by the appropriate EPA ROC. The ROC will base his/her acceptability determination on the following criteria:

- The facility must be in physical compliance with RCRA or other applicable federal and state laws.
- Receiving units must not be releasing any hazardous wastes, hazardous constituents or hazardous substances.
- Receiving units must meet minimum technology requirements (MTRs) unless a waiver has been granted.
- All releases from non-receiving units must be controlled by a corrective action program prior to using any unit at the facility.

3.04 SPECIFICATIONS FOR SUBTITLE D LAND DISPOSAL FACILITIES

In accordance with the Final Off-Site Rule, Subtitle D land disposal facilities proposed by the Contractor must be deemed acceptable by the appropriate EPA ROC. The ROC will base his/her acceptability determination on the following criteria:

- The facility must be in physical compliance with RCRA or other applicable federal and state laws.
- All releases from units must be controlled by a corrective action program prior to using any unit at the facility.

3.05 TRANSPORTATION SPECIFICATIONS

Cr-bearing bricks that are still a hazardous waste after treatment and untreated Cr-bearing bricks are DOT hazardous materials and shall be transported in accordance with all EPA and DOT requirements pertaining to DOT hazardous materials. These Site wastes shall be

classified as "Other Regulated Material" (ORM-E). These requirements include but are not limited to:

·	UAC Section R315-50	Manifesting of off-site shipments
·	49 CFR §171.3	Transport of hazardous waste
·	49 CFR §171.15	Immediate notification following certain incidents/releases
·	49 CFR §171.16	Filing of hazardous materials incident reports
·	49 CFR §172.200 et seq.	Shipping papers and use of hazardous waste manifest
·	49 CFR §172.300 et seq.	Marking of package, freight container and transport vehicle
·	49 CFR §172.400 et seq.	Labeling as "Other Regulated Material"
·	49 CFR §172.600 et seq.	Emergency response for loading, storage and transport
·	49 CFR §172.700 et seq.	Training of personnel handling and transporting hazardous material
·	49 CFR §173.500 et seq.	Requirements for ORM-E
·	49 CFR §177.800 et seq.	Regulations for shipments on public highways

All loads will be covered prior to leaving the Sites and continually covered until reaching their destination.

Designated hazardous materials transportation routes shall be used whenever possible.

Shipments shall not exceed the applicable weight limits.

Treated Cr-bearing bricks that are no longer a hazardous waste are not DOT hazardous materials and shall be transported in accordance with all applicable DOT regulations and requirements.

All trucks and rail cars shall be cleaned of contaminants on the outer surfaces that would cause the spread of contamination beyond the work area limits. Such cleaning shall take place in a designated CRZ and be in accordance with Contractor's SHERP. Any delay caused by inadequate cleaning or the application of covering to an exposed load shall be the responsibility of the Contractor and no added expense shall be incurred by UDEQ.

3.06 SHIPPING DOCUMENTS

The Contractor shall be responsible for preparing and signing a shipping manifest in compliance with all regulations applicable to the transporting of a D007 hazardous waste. An authorized representative of the Contractor shall sign the manifest on behalf of the USEPA. See Exhibit K to Attachment B, Terms and Conditions.

END OF SECTION

SECTION 02250

MATERIALS

PART I - GENERAL

1.01 DESCRIPTION

This work consists of furnishing, hauling, placing, and compacting aggregate material within the limits of the Work, including on Site haul roads and laydown areas, CRZ and support zone for roads and parking areas. Aggregate materials may be used by the Contractor in the control of traffic generated dust.

1.02 GENERAL REQUIREMENTS

Pertinent provisions of the following listed documents shall apply to this work, except as they may be modified herein, and are hereby made a part of this specification to the extent required.

A. 2004 Standard Specifications for Road and Bridge Construction, UDOT, Section 02721 - Untreated Base Course and all referenced subsections contained therein.

B. Gradation limits for 3/4" maximum aggregate per UDOT Subsection 02721.2.1.A as follows:

SIEVE SIZE	PERCENTAGE PASSING OF TOTAL AGGREGATE (Dry weight)
3/4 inch	100
3/8 inch	78-92
No. 4	55-67
No. 16	28-38
No. 200	7-11

1.03 SUBMITTALS

The Contractor shall submit a written job-mix gradation for approval before delivery, including single values for each sieve size based on the dry weight of the aggregate. Dry weight values shall fall within the bands shown for 3/4 inch aggregate.

PART II – PRODUCTS

2.01 MATERIALS

In accordance with UDOT, Subsections 02721.2.1.

PART III – EXECUTION

3.01 GENERAL

Aggregate shall be thoroughly mixed and water added to provide optimum moisture content, ±2 percent, at the time of placement.

Placement shall be in layers of equal thickness not to exceed 6 inch compacted depth.

Aggregate material shall be compacted to 97 percent of laboratory maximum density as determined by AASHTO T-180 Method D.

Finish shall be to a uniform surface conforming to the lines and grades shown on Contract Drawings or as established for the specific use.

END OF SECTION

SECTION 02511

ASPHALT PAVING

PART I – GENERAL

1.01 DESCRIPTION

This work consists of furnishing, hauling, placing, and compacting asphalt concrete pavement within the limits of the Work, including the CRZ and support zone for access road repairs and decontamination pad to insure that material from the Sites are not carried onto the public roads.

1.02 GENERAL REQUIREMENTS

Pertinent provisions of the following listed documents shall apply to this work, except as they may be modified herein, and are hereby made a part of this specification to the extent required.

A. 2004 Standard Specifications for Road and Bridge Construction, UDOT, Section 02741 - Asphalt Concrete Pavement (Dense-Graded) and all referenced subsections contained therein.

1.03 SUBMITTALS

Contractor shall submit a written job-mix formula for the design of an asphalt paving mix for approval at least 10 working days before paving begins.

PART II – PRODUCTS

2.01 MATERIALS

A. In accordance with UDOT, Subsections 02741.2.
B. The gradation limits of the job-mix formula for aggregate shall fall within the range as follows:

SIEVE SIZE	PERCENTAGE PASSING OF TOTAL AGGREGATE (Dry weight)
3/4 inch	100
1/2 inch	90-100
3/8 inch	< 90
No. 4	-----
No. 8	28-55
No. 16	-----
No. 50	-----
No. 200	2-10

C. Asphalt cement shall be PG64-34.

D. Contractor shall obtain from a materials laboratory experienced in the design of asphalt pavement mix, a job-mix formula suitable for use in the Salt Lake valley and meeting the following minimums:

Hveem stabilometer	(AASHTO T 246 & T 247),
minimum	37
percent voids	3-5%

or,

Marshall	(AASHTO T 245)
stability, lbs. minimum	1,200
flow (0.01 inch)	10-18
percent voids	3-5

and,

Immersion-Compression	(AASHTO T 165 & T 167)
compressive strength, min psi	300
retained strength, min %	70

In lieu of the testing required for a design job-mix formula, the Contractor may submit a certification from a local supplier of asphalt paving material, of a mix in production for use on a UDOT major highway project or Salt Lake City major street project.

PART III - EXECUTION

3.01 GENERAL

Prepare surface to receive asphalt pavement in accordance with the requirements outlined on the drawings.

At the joint of any existing pavement, cut a clean vertical surface and apply a light coat of asphalt material on the contact surfaces just before fresh mix is placed against compacted surface.

Use a self-propelled paver with a screed unit. Obtain compaction with an initial breakdown pass with a vibratory or pneumatic tire roller. Continue for an intermediate pass using a vibratory, pneumatic-tire or steel-wheel roller. Finish rolling with a tandem, steel-wheel roller. Stagger passes of each rolling sequence and increase number of passes to obtain final required density and smoothness.

Asphalt mix less than 185° F as measured in the hopper of the paver shall be rejected.

Rolling shall follow closely behind the paving machine to avoid excessive temperature loss before compaction begins.

END OF SECTION

SECTION 02760

EXISTING UTILITIES/FACILITIES

UNDERGROUND AND OVERHEAD

PART I – GENERAL

1.01 DESCRIPTION

This section describes the procedures that shall be taken by the Contractor to minimize the risk of unknowingly encountering underground and overhead utilities during the Work.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Extra Payment: Article 12, Terms and Conditions - Changes, Claims, Price Adjustments, Extensions, Allowances and Final Acceptance.
B. Quality Control Requirement: Section 01453
C. Excavation: Section 02200

PART II – PRODUCTS

2.01 MATERIALS

Not applicable.

PART III – EXECUTION

3.01 LEGAL REQUIREMENTS - UNDERGROUND FACILITIES

A. The Contractor shall, before commencing work in any area, comply with the provisions of any applicable laws relating to or governing the identification, location, marking, and responsibility for protecting and repairing of underground facilities.

B. Whenever there may be a conflict between the provisions of any law and the provisions of these specifications, the provisions of law shall control.

3.02 IDENTIFICATION

A. All underground utilities known by UDEQ to be in the proposed area of excavation are identified on the Contract Drawings.

B. NOTICE: Overhead electrical service lines are generally not shown on the drawings. Electrical transmission lines shown on the drawings are located by point to point, power pole to power pole connections. The transmission cables or wires may be located on either side of the drawing location, depending upon the configuration of the crossarms on the power poles or towers. Line voltage is not shown.

C. Other overhead utility lines are generally not shown on the drawings.

3.03 NOTIFICATION

A. Contractor shall call for "Blue Stakes" marking of member underground utilities 48 hours before digging, grading or excavating. The Salt Lake area phone number is 801-532-5000.

B. The Contractor is responsible to have the locations of underground utilities marked by the utility owners prior to beginning of excavation.

C. The Contractor is responsible for determining the extent of any hazard created by electrical power in all areas and shall follow appropriate procedures during construction, as required by law and regulation. Prior to construction, the Contractor shall meet with utility owners and determine the extent of hazards and removal measures and shall take whatever precautions may be required.

D. The Contractor's attention is directed to federal, state and local safety codes relative to limitations of work in proximity to overhead power lines.

3.04 QUALITY ASSURANCE

A. The Contractor will be required to have available a pipe finder and a person capable in its use and to utilize same to satisfy itself as to the exact location of such underground facilities in the interest of avoiding unnecessary damage, maintenance costs, and to insure continuity of customer service.

B. The Contractor shall cooperate with utility owners to aid in locating and maintaining existing utilities.

3.05 ELECTRICAL TRANSMISSION AND SERVICE LINES

A. Since neither the Engineer nor UDEQ can anticipate the construction methods or techniques and equipment to be used by the Contractor in performing the work, the extent of the possibility of the Contractor's equipment and personnel coming in contact with electrical transmission and service lines cannot be fully anticipated, and there is no representation that all electrical transmission and service lines are shown on the plans.

B. The Contractor is charged with the responsibility of observing and investigating the presence of any electrical transmission and service lines which might impinge on its work whether overhead or underground, and shall consult with and utilize the information given by utility owners and operators to determine the extent of any hazards and removal measures required and follow appropriate safety procedures.

3.06 ABOVE GROUND UTILITIES

Existing above ground utilities, whether shown on the drawings or not, shall be maintained, relocated, rerouted, removed and restored as may be necessary by the Contractor in a manner satisfactory to owners and operators of the utilities.

3.07 MAJOR UNDERGROUND UTILITIES

A. Existing major underground utilities and appurtenant structures within the ‘‘project limits’’ or area of excavation shall be maintained, relocated, rerouted, removed and restored by the Contractor.

B. Existing major underground utilities and appurtenant structures outside of the ‘‘project limits’’ whether shown on the drawings or not, shall be maintained and restored by the Contractor if damaged.

C. In the following cases, the Contractor will be reimbursed in accordance with the Terms and Conditions for all direct costs and expenses of modifying, rerouting, relaying or maintain service of major underground utilities.

1. The existing utility is not shown on the plans and found to be within the excavation.
2. The utility is not identified as required by any law, which makes such lack of identification a changed condition.

3.08 UTILITY SERVICE LATERALS

A. Minor underground utility service lines, including, but not limited to sanitary sewer services, gas services, water service, house or yard drains, electricity or telephone service and driveway culverts shall be maintained, relocated, rerouted, removed and restored by the Contractor with the least possible interference with such services.

B. Even though the presence of minor underground utility service lines may be deemed changed or differing conditions, in no case shall the interference of such service lines be the basis for extra compensation except in the case of a conflict, not shown on the plans, with sanitary sewer service occurring at an elevation between the top and bottom of the proposed pipeline or structure together with the pipe zone. The Contractor will be reimbursed for costs thereof in accordance with the Terms and Conditions.

3.09 RESTORATION BY UTILITY OWNER

A. The right is reserved by owners of public utilities and franchises to enter upon any street, road, right of way, or easement for the purpose of maintaining their property and for making necessary repairs or adjustments caused by the Contractor's operations.

B. The Contractor shall save UDEQ harmless of any costs so incurred in restoration of a utility damaged by the Contractor except in special cases outlined above, and subject to the provisions of any law.

3.10 SEWER MANHOLES

Adjustment of sewer manholes, if ordered by the Engineer, will be a Contract Change Order.

END OF SECTION

SECTION 02831

TEMPORARY CHAIN-LINK FENCES AND GATES, PLASTIC FENCES AND FENCE MAINTENANCE

PART I – GENERAL

1.01 DESCRIPTION

This work consists of furnishing, installing and removing temporary plastic fence to protect and delineate work areas outside of the existing perimeter security fence, the restoration of perimeter security fencing, temporary fencing in the CRZ and support zone, and gates necessary to control ingress and egress during construction. This work also includes the maintenance of the existing chain link fence during the work. This work also includes removal of all fencing material following the work.

1.02 APPLICABLE PUBLICATIONS

The publications listed below form a part of this specification to the extent applicable. The publications are referred to in the text by the basic designation only.

ASTM Publications:

A 120-82	Pipe, steel, Black and Hot Dipped Zinc-coated Galvanized, Welded and Seamless, for Ordinary Use
A 153-78	Zinc Coating (Hot Dip) on Iron and Steel Hardware

1.03 GENERAL REQUIREMENTS

The Contractor shall provide temporary fence or maintain existing fence in all areas where the Work will occur as shown on the Temporary Facilities Layout Plan. The area on both sides of the fence line shall be cleared as required for proper placement and as approved by the Engineer. Line posts shall be spaced equidistant at 10-foot intervals. Terminal (corner, gate, and pull) posts shall be set at abrupt changes in vertical and horizontal alignment. Fabric shall be continuous between terminal posts. Runs between terminal posts shall not exceed 400 feet.

1.04 SUBMITTALS

The Contractor shall, as a requirement of this section, submit to the Engineer the following for review and approval:

A. Fence Layout Plan showing location of all fencing indicating the various fence types and height.

PART II - PRODUCTS

2.01 CHAIN LINK FENCE

A. Fabric: With 9-gauge galvanized wire woven in 2-inch mesh; height, six (6) feet, both ends barbed.

B. Gates: The type and swing as shown on the Contract Drawings. Gate frames shall be constructed of 2-inch, Schedule 40 zinc coated steel pipe with welded joint. Each end member of gate frames shall be extended sufficiently above the top member to carry three strands of barbed wire in horizontal alignment with the barbed wire strands on the fence. Vertical members of gate leaves shall be spaced so that no members are more than five (5) feet apart. Gates 5' or wider shall be additionally braced with horizontal brace rail and a 3/8-inch minimum thickness, diagonal truss rod. Gate fabric shall be attached to the gate frame by method standard with the manufacturer except that welding will not be permitted. Latches, hinges, stops, keepers, rollers, and other hardware items shall be furnished as required for the operation of the gate. Latches shall be arranged for padlocking so that padlock will be accessible from both sides of the gate regardless of the latching arrangement. Rolling gates may be used in lieu of swing gates if thee Contractor's security control plan so provides.

C. Posts: All line, terminal, corner, brace and gate posts shall be zinc-coated Schedule 40 steel pipe conforming to ASTM 120-79. Line posts shall be 2-inch diameter and of the same class throughout the fence. Terminal (corner and pull) and man-gate and latch posts selected shall be 2 ½-inch diameter of the same class throughout the fence. All other gate posts shall be 6-inch diameter round pipe.

D. Braces: Zinc-coated steel pipe

E. Accessories: Ferrous accessories shall be zinc-coated as per ASTM A-153.

F. Truss rods: Furnished for each terminal post. Truss rods shall be provided with turnbuckles or equivalent provision for adjustment.

G. Padlocks: Heavy duty, industrial use equipment with 3 sets of keys.

2.02 TEMPORY PLASTIC FENCE

Temporary plastic fence shall be orange colored reflectorized plastic fabric, at least 48 inches in height.

PART III – EXECUTION

3.01 POSTS

Posts shall be set plumb and in alignment. Posts shall be set by driving them directly to the limits shown on the drawings. No dri holes shall be allowed for the setting of posts.

3.02 RACES AND TRUSS RODS

Braces and truss rods shall be installed as required and in conformance with the standard practice for the fence furnished. Horizontal (compression) braces and diagonal truss (tension) rods shall be installed. Braces and truss rods shall extend from terminal posts to line posts. Diagonal braces shall form an angle of approximately 40 to 50 degrees with the horizontal.

3.03 CHAIN LINK FABRIC

Chain-link fabric shall be installed on the side of the post facing away from the Sites. Fabric shall be attached to the terminal posts with stretcher bars and tension bands. Bands shall be spaced at approximately 15-inch intervals. Fabric shall be pulled taut to provide a smooth uniform appearance free from slack. Fabric shall be fastened to line posts at approximately 24-inch intervals. Fabric shall be cut by untwisting and removing pickets. Splicing shall be accomplished by weaving a single picket into the ends of the roll to be joined. The bottom of the installed fabric shall be two (2) inches (plus of minus ½-inch) above the ground.

3.04 GATES

Gates shall be installed at the locations shown. Hinged gates shall be mounted to swing as indicated. Latches, stops, and keepers shall be installed as required. Padlocks shall be attached to gates or gate posts with chains to prevent padlock removal.

3.05 DAMAGED OR REMOVED FENCE

Any fence damaged or removed by the Contractor in the course of operations shall be replaced equal to or better than the fence damaged or destroyed. New materials shall be used if the damaged or removed fence components can not be salvaged to achieve an appearance similar to all remaining fence sections.

3.06 TEMPORARY PLASTIC FENCE PLACEMENT

Temporary plastic fence shall be placed as shown on the Contract Drawings or as directed by the Engineer to define the limits of the work area beyond which no access is allowed to the surrounding wetlands or vegetation to be protected.

3.07 CHAIN LINK FENCE MAINTENANCE

All existing chain link fence shall be maintained and used to the maximum extent possible to provide site security. Openings in the fence shall be secured with temporary plastic fence.

3.08 FENCE REMOVAL

All plastic and chain link fence shall be removed including post foundations at the conclusion of the work.

END OF SECTION

SECTION 02910

TOPSOIL, SEEDING, FERTILIZING AND MULCHING

PART I – GENERAL

1.01 DESCRIPTION

This work consists of soil preparation, furnishing and spreading fertilizers, furnishing and drilling or sowing seed, and mulching seeded areas. Mulching may be accomplished by the crimping method using straw or hay, by the hydraulic method using wood cellulose fiber mulch, or by other materials or methods approved by the Engineer. The work shall be in accordance with the Contract and acceptable horticulture practice.

1.02 QUALITY ASSURANCE

Inspection by government officials or Engineer at point of origin does not preclude rejection of materials at the Sites.

1.03 SCHEDULE

A. Complete all seeding within the following seeding window: September 15th through November 15th or upon approval of the Engineer.

B. Seeding accomplished outside the time period listed above will be allowed only for the convenience of the Contractor to aid in dust control. Such seeding will be at the Contractor's expense, with the approval of the Engineer, and will not exempt those areas from being seeded in the seeding window specified above.

C. Areas not seeded during the permitted planting window set forth in 1.03.A above, shall be deleted from this Contract for payment. Areas not planted at the time of completion of Work under this Contract except for Work under this Section 02910, shall receive that treatment required under Section 01565 Erosion Control, Section 01566 Pollution Control, and Section 01567 Fugitive Dust Control, prior to Contract Closeout.

1.04 SUBMITTALS

The Contractor shall, as a requirement of this section, submit to the Engineer the following for review and approval:

A. Samples and product data: Prior to delivery to the Sites, submit manufacturers' literature for the following items:

1. Organic amendments: 1 pint for each type.
2. Fertilizer: 1 ounce and manufacturer's data.

B. Seed vendors certification for required grass seed mixture, indicating percentage by weight, and percentage by purity, germination, and weed seed for each grass species.

PART II - PRODUCTS

2.01 TOPSOIL

A. Top Soil: Top soil shall meet the requirements of UDOT Standard Specification 02912 paragraph 2.1 (2004 edition)

2.02 SEED

A. All seed shall be furnished in bags or containers clearly labeled to show the name and address of the supplier, the seed name, the lot number, net weight, origin, the percentage of weed seed content, the guaranteed percentage of purity and germination, pounds of pure live seed (PLS) of each seed species, and the total pounds of PLS in the container. All brands shall be free from such noxious seeds as Russian or Canadian Thistle, European Bindweed, Johnson Grass, and leafy Spurge and any other noxious weeds contained in the State of Utah or Salt Lake County noxious weed lists. The Contractor shall furnish to the Engineer a signed statement certifying that the seed is from a lot that has been tested by a recognized laboratory for seed testing within six months prior to the date of delivery. Seed which has become wet, moldy, or damaged in transit or in storage will not be acceptable.

B. Seed types and amount of PLS required per acre shall be provided in accordance with the Contract Drawings.

C. Seed and seed labels shall conform to all current state and federal regulations and will be subject to the testing provisions of the Association of Official Seed Analysis Computations for quality of seed required on the project including the percent of purity and percent of germination.

If seed available on the market does not meet the minimum purity and germination percentages specified, the Contractor shall compensate for a lesser percentage of

purity or germination by furnishing sufficient additional seed to equal the specified product. Product comparison shall be made on the basis of PLS in pounds, stated on each seed bag. The formula used for determining the quantity of PLS shall be:

Pounds of Seed x (Purity x Germination) = Pounds of PLS

D. See Contract Drawings for job seed mix.

2.03 FERTILIZER

When the use of fertilizer for seeding is specified in the Contract, it shall consist of a standard commercial form or mixture of standard commercial forms.

A. Diammonium phosphate (18-46-0) when called for on the plans shall be worked into the top 4 inches of soil at the rate specified.

B. Commercial fertilizer may be used to provide the nutrient components specified.

C. Commercial fertilizer shall conform to the applicable State fertilizer laws. It shall be uniform in composition, dry, and free flowing, and shall be delivered to the sites in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Fertilizer which becomes caked or damaged will not be accepted.

2.04 MULCH

A. Material for straw mulching shall consist of straws of oats, wheat, or rye. Hay mulch shall consist of clean field or marsh hay. Straw or hay in an advanced stage of decomposition that will smother or retard the normal growth of grass, or that is not free of noxious weed seed, will not be accepted. Old dry straw which breaks in the crimping process will not be accepted. Straw mulch material shall not be used at Site 1.

B. Wood cellulose fiber for hydraulic mulching shall not contain any substance or factor which might inhibit germination or growth of grass seed. It shall be dyed an appropriate color to allow visual metering of its application. The wood cellulose fibers shall have the property of becoming evenly dispersed and suspended when agitated in water. When sprayed uniformly on the surface of the soil, the fibers shall form a blotter-like ground cover which readily absorbs water, and allows infiltration to the underlying soil. Weight specifications from suppliers shall refer to air dry weight of the fiber, a standard equivalent to 10 percent moisture for all applications. The mulch material shall be supplied in packages having a gross weight not in excess of 100 pounds, and shall be marked by the manufacturer to show the air dry weight content. The Contractor shall obtain certifications from suppliers that laboratory and field testing of the product has been accomplished, and that it meets all of the foregoing requirements pertaining to wood cellulose fiber mulch.

C. Tackifier used in conjunction with straw, hay or wood-fiber mulch shall be Psyllium-based (Plantago Insularisc). For use over straw or hay, wood fiber shall be added to the tackifier mix per manufacturer's recommendations. All types of fiber mulch are acceptable as tracer material in the tackifier.

PART III – EXECUTION

3.01 SOIL PREPARATION

Preparatory to seeding, the top 4 inches of the surface shall be tilled into an even and loose seed bed 4 inches deep, free of clods in excess of 4 inches in diameter, and brought to the desired lines and grade.

3.02 FERTILIZING

Preparatory to seeding, fertilizer shall be applied and tilled into the top 4 inches of the soil. The fertilizer type and rate of application shall be as designated in the Contract Drawings.

3.03 SEEDING

Seeding shall follow as closely behind the tilling of the fertilizer as necessary to make special seed bed preparation unnecessary. The seeding application rate shall be as designated in the Contract Drawings. All slopes 2:1 and flatter shall be seeded by mechanical power drawn drills followed by packer wheels of drag chains. Mechanical power drawn drills shall have depth bands set to maintain a planting depth of at least 1/4 inch and shall be set to space the rows not more than 7 inches apart. Seed that is extremely small shall be sowed from a separate hopper adjusted to the proper rate of application.

When requested by the Contractor and approved by the Engineer, seeding may be accomplished by broadcast of hydraulic type seeders.

Seed shall not be drilled or sown during windy weather or when the ground is frozen or otherwise untillable.

All seed sown by broadcast-type seeders shall be "raked in" or covered with soil to a depth of 1/4 inch. The hand method of broadcasting seed will be permitted only on small areas not accessible to machine methods.

Hydraulic seeding equipment shall include a pump capable of being operated at 100 gallons per minute and at 100 pounds per square inch pressure, unless otherwise directed. The equipment shall have a nozzle adaptable to hydraulic seeding requirements. Storage tanks shall have a means of estimating the volume used or remaining in the tank. Seed

application rate shall be 1.5 times greater for hydraulic seeding.

If strips wider than the specified space between the rows planted have been left unplanted or other areas skipped, the Engineer will require the immediate resowing of seed in such areas at the Contractor's expense.

Seeded areas damaged due to circumstances beyond the Contractor's control shall be repaired and reseeded as ordered. Payment for this corrective work, when ordered, shall be at the Contract prices.

Portions of designated seeding areas may be seeded, as directed by the Engineer, prior to construction completion to take advantage of growing conditions.

3.04 MULCHING

A. Hay or Straw Mulching: After seeding has been completed, hay or straw shall be uniformly applied at the rate designated in the Contract Drawings or as designated by the Engineer. It shall be crimped in with a crimper or other approved equipment. Tackifier shall be oversprayed to anchor the mulch. The Engineer may order hand-crimping on areas where mechanical methods cannot be used.
The seeded area shall be mulched and crimped within 24 hours after seeding. Areas not mulched and crimped within 24 hours after seeding shall be reseeded with the specified seed mix at the Contractor's expense, prior to mulching and crimping.

On slopes steeper than 2:1 or other designated areas, burlap or other blanketing materials, anchored and secured, may be used when approved by the Engineer.

B. Hydraulic Mulching: Cellulose fiber mulch shall be added after the proportionate quantities of water and other approved materials have been placed in the slurry tank. All ingredients shall be mixed to form a homogeneous slurry. The operator shall spray apply the slurry mixture uniformly over the designated seeded area. Unless otherwise ordered for specific areas, wood cellulose fiber mulch shall be applied at the rate shown on the Contract Drawings.

Hydraulic mulching shall not be done in the presence of free surface water.

Areas not properly mulched, or areas damaged due to the Contractor's negligence, shall be repaired and remulched as described above, at the Contractor's expense.

Mulch removed by circumstances beyond the Contractor's control shall be repaired and remulched as ordered.

The Engineer may order test sections be established for adjusting the mulching equipment to assure conformance with the specified application rate. The Engineer may order equipment readjustments at any time.

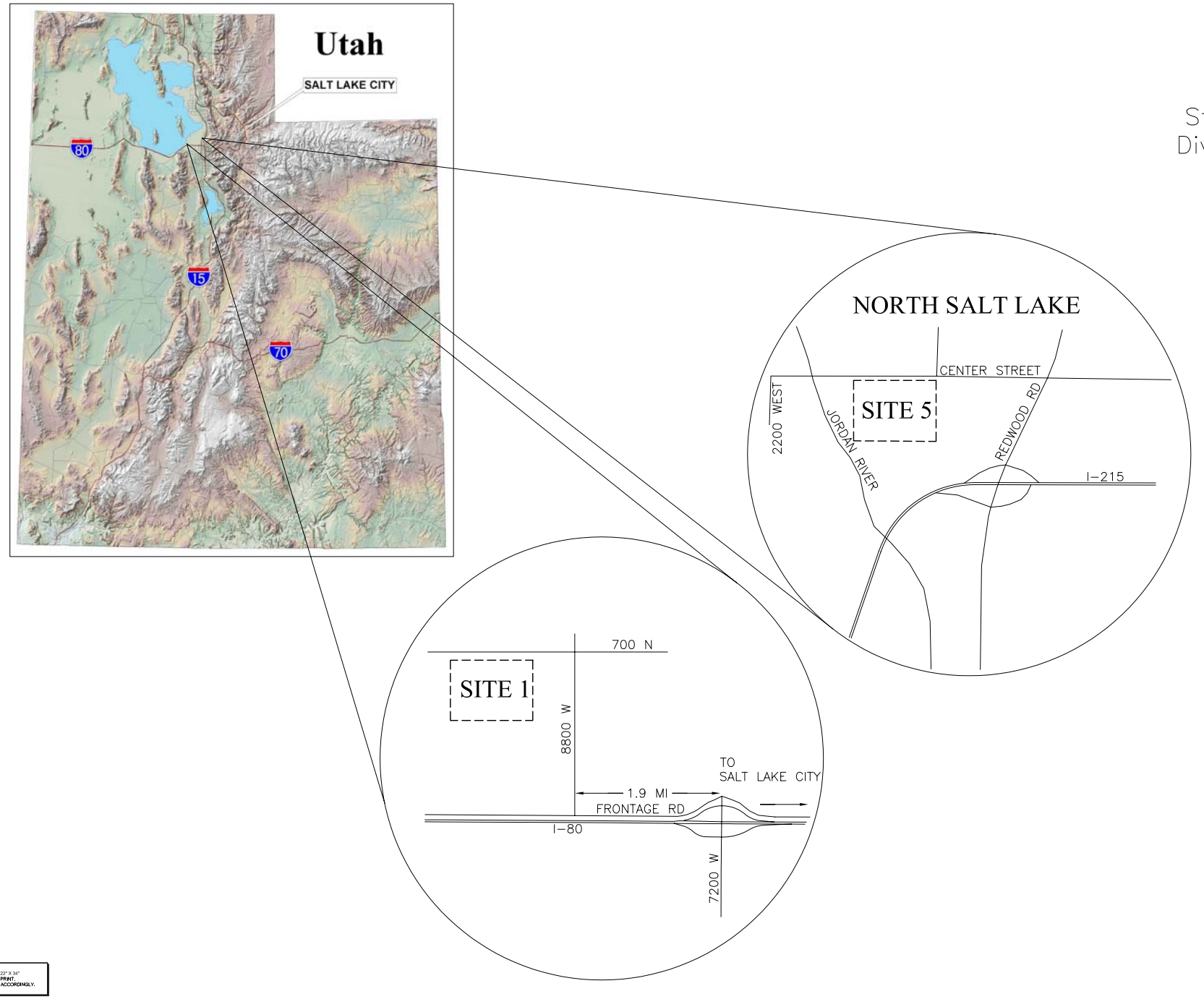
3.05 GUARANTEE

Guarantee of seeding shall be evaluated at a 50% germination evaluation and shall continue for one year from date of final Project acceptance. Contractor shall reseed all plants dead or dying within the guarantee period. Guarantee shall include both materials and labor. Replacements shall be the same as originally planted.

END OF SECTION

PORTLAND CEMENT UNLISTED SITES #1 & #5 SUPERFUND SITE REMOVAL ACTION

FOR UDEQ AND USEPA
SALT LAKE CITY, UTAH



State of Utah Department of Environmental Quality
Division of Environmental Response and Remediation
U.S. Environmental Protection Agency Region VIII

SHEET INDEX

TITLE SHEET	1
GENERAL NOTES	2
SUMMARY OF QUANTITIES	3
SITE LIMITS & PROJECT CONTROL	4 & 5
FACILITIES LAYOUT	6 & 7
FINISHED GRADING PLANS	8 & 9
CROSS SECTIONS	10 & 11
SIGNING	12
TEMPORARY FENCING DETAILS	13
AREA FOR VEHICLE DECONTAMINATION	14

LICENSED PROFESSIONAL ENGINEER
No. 318582
GREG S. DAVIS
STATE OF UTAH

The Seal on this drawing was authorized by Greg S. Davis PE No. 318582, 9/22/04

IF SHEET IS LESS THAN 22" X 34"
IT IS A REDUCED PRINT.
SCALE REDUCED SHEET ACCORDINGLY.

DIVISION OF ENVIRONMENTAL RESPONSE AND REMEDIATION

USEPA

UDEQ PORTLAND CEMENT REMOVAL ACTION

URS
756 EAST WINCHESTER ST.
SALT LAKE CITY, UT 84107

SCALE: NTS
DATE: 08/2004
DRAWN BY: TMB
DESIGNED BY: RVC
CHECKED BY: GSD
URS PROJECT NUMBER: 24584391

REVISION RECORD

NO.	BY	PURPOSE	DATE	CKD
1	XXX	UPDATE	XX/XX	XXX

SHEET TITLE: TITLE SHEET

SHEET NO. 1 OF 14

CADD FILE LOCATION: TITLE.DWG

GENERAL NOTES

1. Definitions are listed in Section 01011 of the Technical Specifications.
2. Site 1, is estimated to contain approximately 42,000 c.y. of CKD and 100 c.y. of miscellaneous debris and soil mix deposited above the native soils. An estimated 35 tons of Cr–bearing brick are mixed into the CKD and shall be removed and stored temporarily in containers in compliance with Section 02200 of the Specifications.
3. Site 5, in the north east quadrant, is estimated to contain approximately 18,000 c.y. of CKD and 50 c.y. of miscellaneous debris and soil mix deposited above the native soils. An estimated 15 tons of Cr–bearing brick are mixed in the CKD and shall be removed and stored temporarily in containers in compliance with Section 02200 of the Specifications.
4. All access to the Project boundary shall be controlled.
5. Utility lines, as shown on the plan sheets are plotted from available information at the time of the bid. Contact "BLUE STAKES" for locating underground utilities, 48 hours before digging, grading or excavating. Salt Lake area phone 532–5000.
6. Abandon all wells within the areas of excavation activities per specifications.
7. Dust must be controlled per section 02115 of the Specifications. Dust palliative or water will not be paid for separately but shall be included in the cost for excavation of materials.
8. Place six inches of topsoil over all disturbed areas of Site 5 as shown in the drawings.
9. Excavation below to natural ground contours as shown in the drawings will be at Contractor's expense unless ordered by the Engineer.
10. Limit construction activities to those areas within the limits of disturbance as shown on the plans and cross–sections unless ordered, in writing, by the Engineer. Any disturbance beyond these limits shall be restored to original conditions by the Contractor at its own expense.
11. Conduct operations so as not to carry contamination to areas that have been excavated and contaminated soils removed.
12. Decontaminate vehicles and equipment before leaving the Sites.
13. Cover transport vehicles including over the road trucks with tarps, surfactant, or approved protective cover before leaving the Sites.
14. Preserve, relocate or replace existing survey points including property boundary corners, range points, and survey control markers and bench marks that are disturbed during construction. The Engineer will assist the Contractor in relocating points that must be moved.
15. Repair or replace existing fencing which is damaged prior to site mobilization to ensure site security. During Construction repair damaged perimeter fence immediately to prevent unauthorized access to the Sites. Remove all fencing material shall be removed prior to final payment.
16. The Support Zone, shown on sheet 4 & 5, are available for use by the Contractor. The Contractor shall submit, for Engineer's review, alterations proposed to the temporary facilities layout in the support zone.
17. Hydromulch method of seeding shall be used at Site 1.

DRAWING LEGEND

CKD	CEMENT KILN DUST
—x—	EXIST FENCE
(W)	EXIST MONITORING WELL
—··—··—	WORK AREA LIMITS
- - - - - - -	EDGE OF EXIST ROAD
△	SURVEY CONTROL POINT
(o)	EXISTING MANHOLE
—○—	TEMPORARY 6' CHAIN LINK FENCE

IF SHEET IS LESS THAN 22" X 34" IT IS A REDUCED PRINT. SCALE REDUCED SHEET ACCORDINGLY.

DIVISION OF ENVIRONMENTAL RESPONSE AND REMEDIATION

USEPA

UDEQ PORTLAND CEMENT REMOVAL ACTION

URS
756 EAST WINCHESTER ST.
SALT LAKE CITY, UT 84107

SCALE: NTS
DATE: 08/2004
DRAWN BY: TMB
DESIGNED BY: RVC
CHECKED BY: GSD
URS PROJECT NUMBER: 24584391

REVISION RECORD

NO.	BY	PURPOSE	DATE	CKD
1	XXX	UPDATE	XX/XX	XXX

SHEET TITLE: GENERAL NOTES

SHEET NO. 2 OF 14

CADD FILE LOCATION: GENERAL.DWG

QUANTITIES

ITEM NO.	PAY ITEM	PAY UNIT	ESTIMATED PROJECT TOTALS	AS CONST.	DIFF. +/−	% EST.
1	MOBILIZATION AND DEMOBILIZATION	LUMP SUM	1			
2	CLEARING & GRUBBING	ACRES	36			
3	IMPORTED AGGREGATE MATERIAL	CUBIC YARD	3450			
4	EXCAVATION CKD, DEBRIS, & Cr−BEARING BRICK	CUBIC YARD	60,000			
5	WELL/PIEZOMETER ABANDONMENT	EACH	7			
6	TRANSPORTATION OF CKD (UNDESIGNATED COMMERCIAL)	TON	80,000			
7	DISPOSAL OF CKD (UNDESIGNATED COMMERCIAL)	TON	80,000			
8	TRANSPORTATION OF Cr−BEARING BRICK	TON	50			
9	TREATMENT & DISPOSAL OF Cr−BEARING BRICK	TON	50			
10	TRANSPORTATION OF DEBRIS (UNDESIGNATED COMMERCIAL)	TON	225			
11	DISPOSAL OF DEBRIS (UNDESIGNATED COMMERCIAL)	TON	225			
12	TOPSOIL, SEEDING, FERTILIZING, AND MULCHING	ACRE	36			

SEEDING, MULCHING AND FERTILIZER REQUIREMENTS

Soil preparation, fertilizing, seeding, and mulching for an estimated 36 total acres will be required.

SITE 1 SEED MIX (17 ACRES)

COMMON NAME	BOTANICAL NAME	RATE LBS. PLS/ACRE
INDIAN RICEGRASS	ORYZOPSIS HYMENOIDES	3.0
ALKALI SACATON	SPOROBOLUS AIROIDES	0.5
INLAND SALTGRASS	DISTICHLIS STRICTA	1.0
NUTTALL ALKALIGRASS	PUCCINELLIA AIROIDES	0.5
WESTERN WHEATGRASS	AGROPYRON SMITHII	2.0
AMERICAN VETCH	VICIA AMERICANA	1.0
FOURWING SALTBUSH	ATRIPLEX CANESCENS	2.0
SHADSCALE	ATRIPLEX CONFERTOFOLIA	1.0
WINTERFAT	CERETOIDES LANATA	1.5
BLACK GREASEWOOD	SARCOBATUS VERMICULATIS	1.0
	TOTAL POUNDS OF PLS/ACRE	13.5

SITE 5 SEED MIX (19 ACRES)

COMMON NAME	BOTANICAL NAME	RATE LBS. PLS/ACRE
WESTERN WHEATGRASS	AGROPYRON SMITHII	5.0
"ALKAR" TALL WHEATGRASS	AGROPYRON ELONGATUM	5.0
"SODAR" STREAMBANK WHEATGRASS	AGROPYRON RIPARIUM	4.0
SAND DROPSEED	SPOROBOLUS CRYPTANDRUS	1.0
INDIAN RICEGRASS	ORYZOPSIS HYMENOIDES	2.5
YELLOW SWEETCLOVER	MELILOTUS OFFICINALIS	1.0
CICER MILKVETCH	ASTRAGALUS CICER	1.5
TOTAL POUNDS OF PLS/ACRE		20.0

COMMERCIAL FERTILIZER	ANALYSIS	LBS/ACRE AVAILABLE
NITROGEN	18	55
PHOSPHORUS	46	120

SEEDING APPLICATIONS: Drill seed 0.25" − 0.50" into topsoil.

MULCHING REQUIREMENT AND APPLICATION: 1½ tons native hay per acre mechanically crimped into soil.

When hydromulch method is used, 2,700 lbs./acre of wood cellulose fiber mulch shall be contained in the slurry mixture.

IF SHEET IS LESS THAN 22" X 34" IT IS A REDUCED PRINT. SCALE REDUCED SHEET ACCORDINGLY.

DIVISION OF ENVIRONMENTAL RESPONSE AND REMEDIATION

USEPA

UDEQ PORTLAND CEMENT REMOVAL ACTION

URS
756 EAST WINCHESTER ST.
SALT LAKE CITY, UT 84107

SCALE: NTS
DATE: 08/2004
DRAWN BY: TMB
DESIGNED BY: RVC
CHECKED BY: GSD
URS PROJECT NUMBER: 24584391

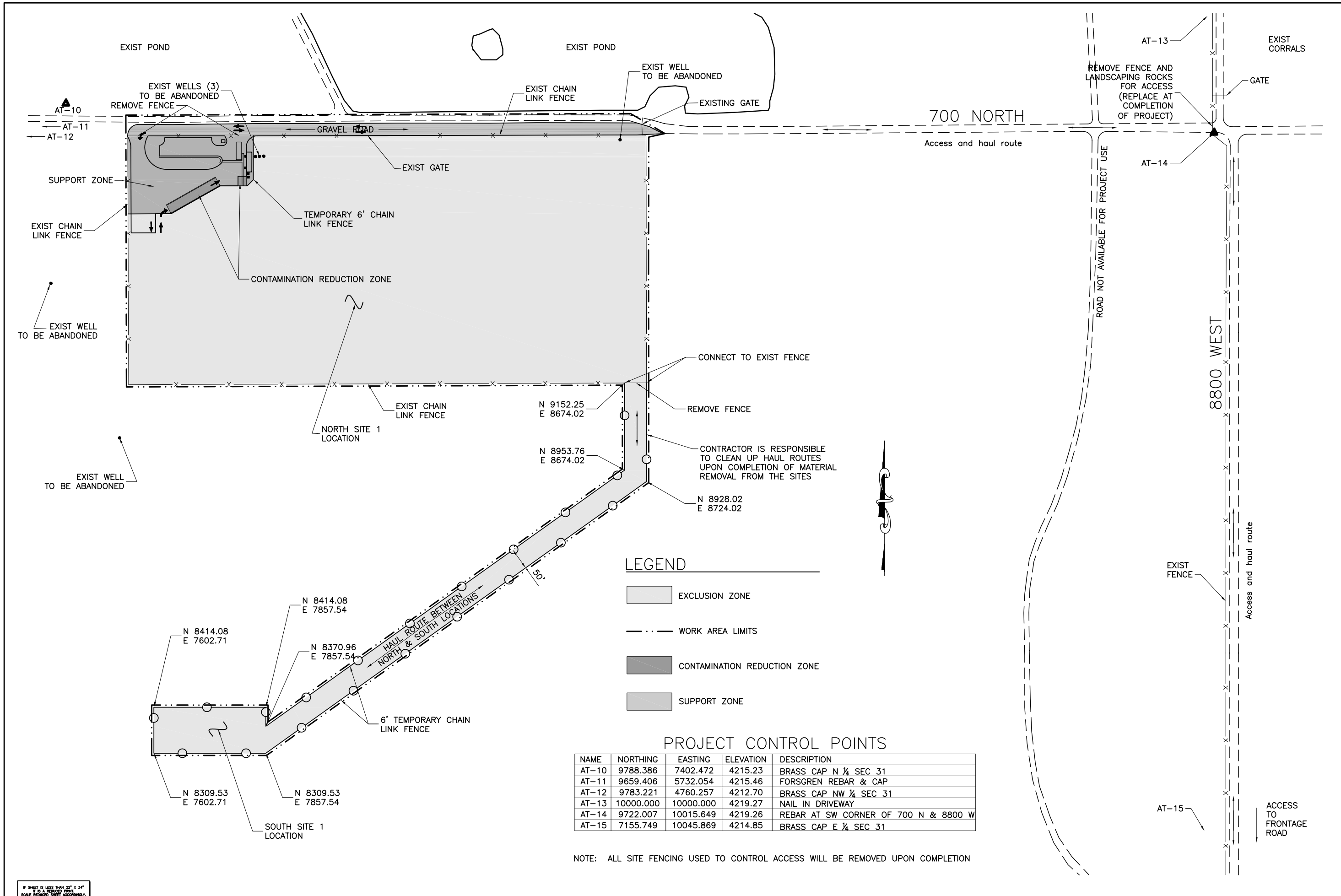
REVISION RECORD

NO.	BY	PURPOSE	DATE	CKD
1	XXX	UPDATE	XX/XX	XXX

SHEET TITLE: SUMMARY OF QUANTITIES

SHEET NO. 3 OF 14

CADD FILE LOCATION: QUANTITIES_SUMMARY.DWG



LEGEND

- EXCLUSION ZONE
- WORK AREA LIMITS
- CONTAMINATION REDUCTION ZONE
- SUPPORT ZONE

PROJECT CONTROL POINTS

NAME	NORTHING	EASTING	ELEVATION	DESCRIPTION
AT-10	9788.386	7402.472	4215.23	BRASS CAP N ¼ SEC 31
AT-11	9659.406	5732.054	4215.46	FORSGREN REBAR & CAP
AT-12	9783.221	4760.257	4212.70	BRASS CAP NW ¼ SEC 31
AT-13	10000.000	10000.000	4219.27	NAIL IN DRIVEWAY
AT-14	9722.007	10015.649	4219.26	REBAR AT SW CORNER OF 700 N & 8800 W
AT-15	7155.749	10045.869	4214.85	BRASS CAP E ¼ SEC 31

NOTE: ALL SITE FENCING USED TO CONTROL ACCESS WILL BE REMOVED UPON COMPLETION

IF SHEET IS LESS THAN 22" X 34" IT IS A REDUCED PRINT. SCALE REDUCED SHEET ACCORDINGLY.

DIVISION OF ENVIRONMENTAL RESPONSE AND REMEDIATION

USEPA

UDEQ PORTLAND CEMENT REMOVAL ACTION

URS
756 EAST WINCHESTER ST.
SALT LAKE CITY, UT 84107

SCALE: 1"=100'
DATE: 08/2004
DRAWN BY: TMB
DESIGNED BY: RVC
CHECKED BY: GSD
URS PROJECT NUMBER: 24584391

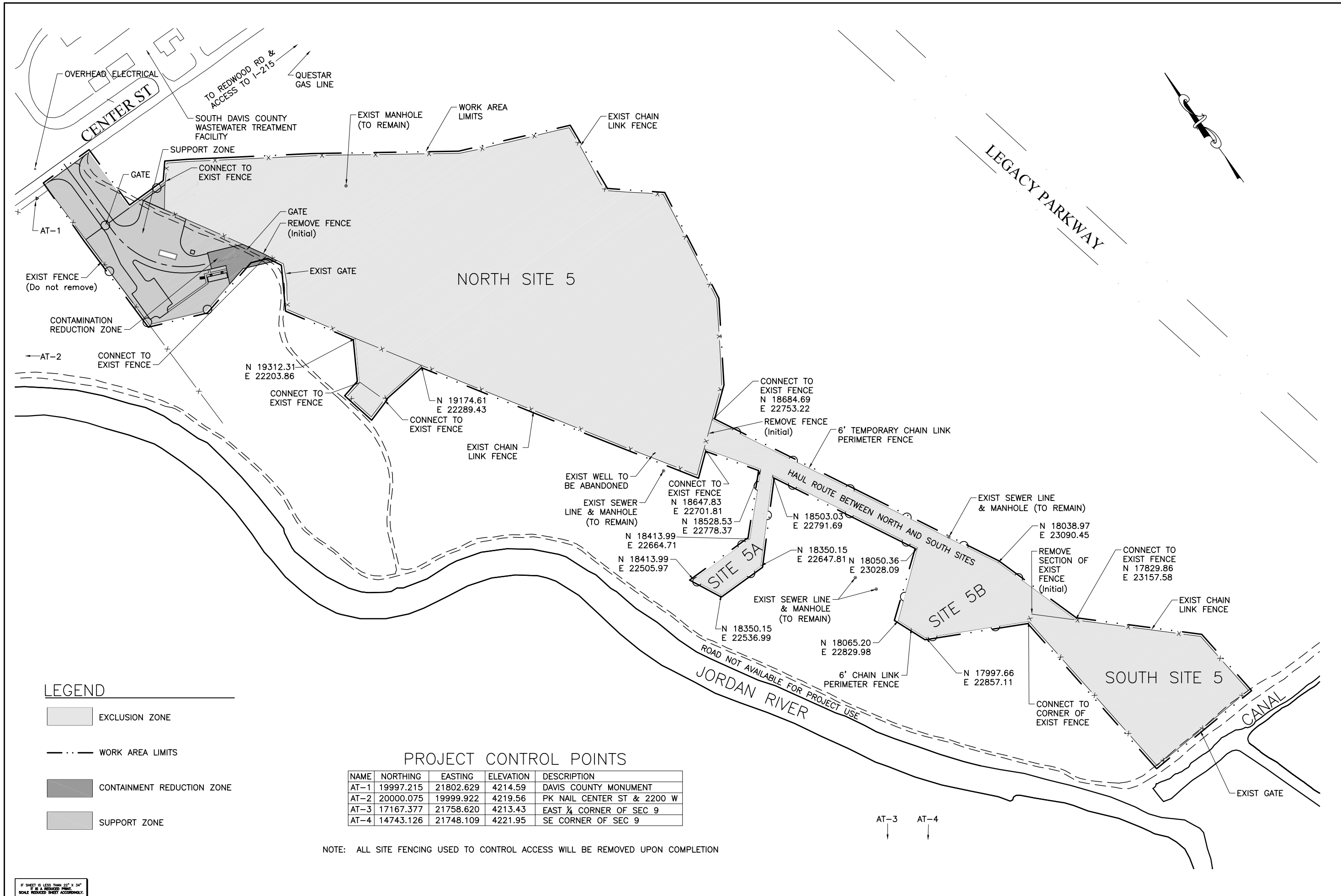
REVISION RECORD

NO.	BY	PURPOSE	DATE	CKD
1	XXX	UPDATE	XX/XX	XXX

SHEET TITLE: SITE 1 LIMITS & PROJECT CONTROL

SHEET NO. 4 OF 14

CADD FILE LOCATION: 01BNDRY_CNTRL.DWG



LEGEND

- EXCLUSION ZONE
- WORK AREA LIMITS
- CONTAINMENT REDUCTION ZONE
- SUPPORT ZONE

PROJECT CONTROL POINTS

NAME	NORTHING	EASTING	ELEVATION	DESCRIPTION
AT-1	19997.215	21802.629	4214.59	DAVIS COUNTY MONUMENT
AT-2	20000.075	19999.922	4219.56	PK NAIL CENTER ST & 2200 W
AT-3	17167.377	21758.620	4213.43	EAST ¼ CORNER OF SEC 9
AT-4	14743.126	21748.109	4221.95	SE CORNER OF SEC 9

NOTE: ALL SITE FENCING USED TO CONTROL ACCESS WILL BE REMOVED UPON COMPLETION

IF SHEET IS LESS THAN 23" X 34" IT IS A REDUCED PRINT. SCALE REDUCED SHEET ACCORDINGLY.

DIVISION OF ENVIRONMENTAL RESPONSE AND REMEDIATION

USEPA

UDEQ PORTLAND CEMENT REMOVAL ACTION

URS
756 EAST WINCHESTER ST.
SALT LAKE CITY, UT 84107

SCALE: 1"=100'
DATE: 08/2004
DRAWN BY: TMB
DESIGNED BY: RVC
CHECKED BY: GSD
URS PROJECT NUMBER: 24584391

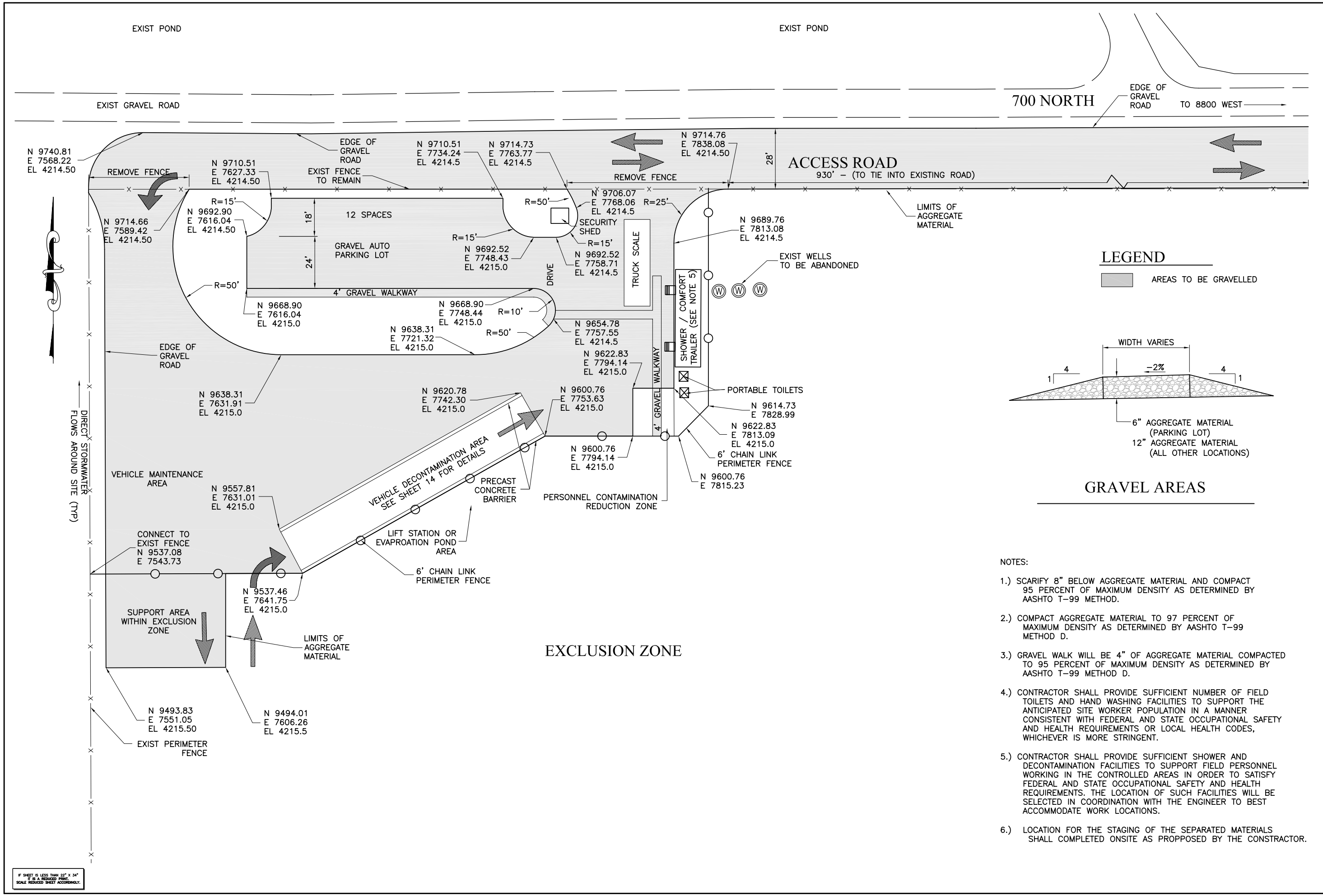
REVISION RECORD

NO.	BY	PURPOSE	DATE	CKD
1	XXX	UPDATE	XX/XX	XXX

SHEET TITLE: SITE 5 LIMITS & PROJECT CONTROL

SHEET NO. 5 OF 14

CADD FILE LOCATION: 05BNDRY_CNTRL.DWG



NOTES:

1.) SCARIFY 8" BELOW AGGREGATE MATERIAL AND COMPACT 95 PERCENT OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T–99 METHOD.

2.) COMPACT AGGREGATE MATERIAL TO 97 PERCENT OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T–99 METHOD D.

3.) GRAVEL WALK WILL BE 4" OF AGGREGATE MATERIAL COMPACTED TO 95 PERCENT OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T–99 METHOD D.

4.) CONTRACTOR SHALL PROVIDE SUFFICIENT NUMBER OF FIELD TOILETS AND HAND WASHING FACILITIES TO SUPPORT THE ANTICIPATED SITE WORKER POPULATION IN A MANNER CONSISTENT WITH FEDERAL AND STATE OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS OR LOCAL HEALTH CODES, WHICHEVER IS MORE STRINGENT.

5.) CONTRACTOR SHALL PROVIDE SUFFICIENT SHOWER AND DECONTAMINATION FACILITIES TO SUPPORT FIELD PERSONNEL WORKING IN THE CONTROLLED AREAS IN ORDER TO SATISFY FEDERAL AND STATE OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS. THE LOCATION OF SUCH FACILITIES WILL BE SELECTED IN COORDINATION WITH THE ENGINEER TO BEST ACCOMMODATE WORK LOCATIONS.

6.) LOCATION FOR THE STAGING OF THE SEPARATED MATERIALS SHALL COMPLETED ONSITE AS PROPPOSED BY THE CONSTRACTOR.

IF SHEET IS LESS THAN 22" X 34" IT IS A REDUCED PRINT. SCALE REDUCED SHEET ACCORDINGLY.

DIVISION OF ENVIRONMENTAL RESPONSE AND REMEDIATION

USEPA

UDEQ PORTLAND CEMENT REMOVAL ACTION

URS
756 EAST WINCHESTER ST.
SALT LAKE CITY, UT 84107

SCALE: 1"=20'
DATE: 08/2004
DRAWN BY: TMB
DESIGNED BY: RVC
CHECKED BY: GSD
URS PROJECT NUMBER: 24584391

REVISION RECORD

NO.	BY	PURPOSE	DATE	CKD
1	XXX	UPDATE	XX/XX	XXX

SHEET TITLE:
SITE 1 FACILITIES LAYOUT

SHEET NO.
6 OF 14

CADD FILE LOCATION: 01FACILITY_LAYOUT.DWG

LEGEND

AREAS TO BE GRAVELLED

NOTES:

1.) SCARIFY 8" BELOW AGGREGATE MATERIAL AND COMPACT 95 PERCENT OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99 METHOD.

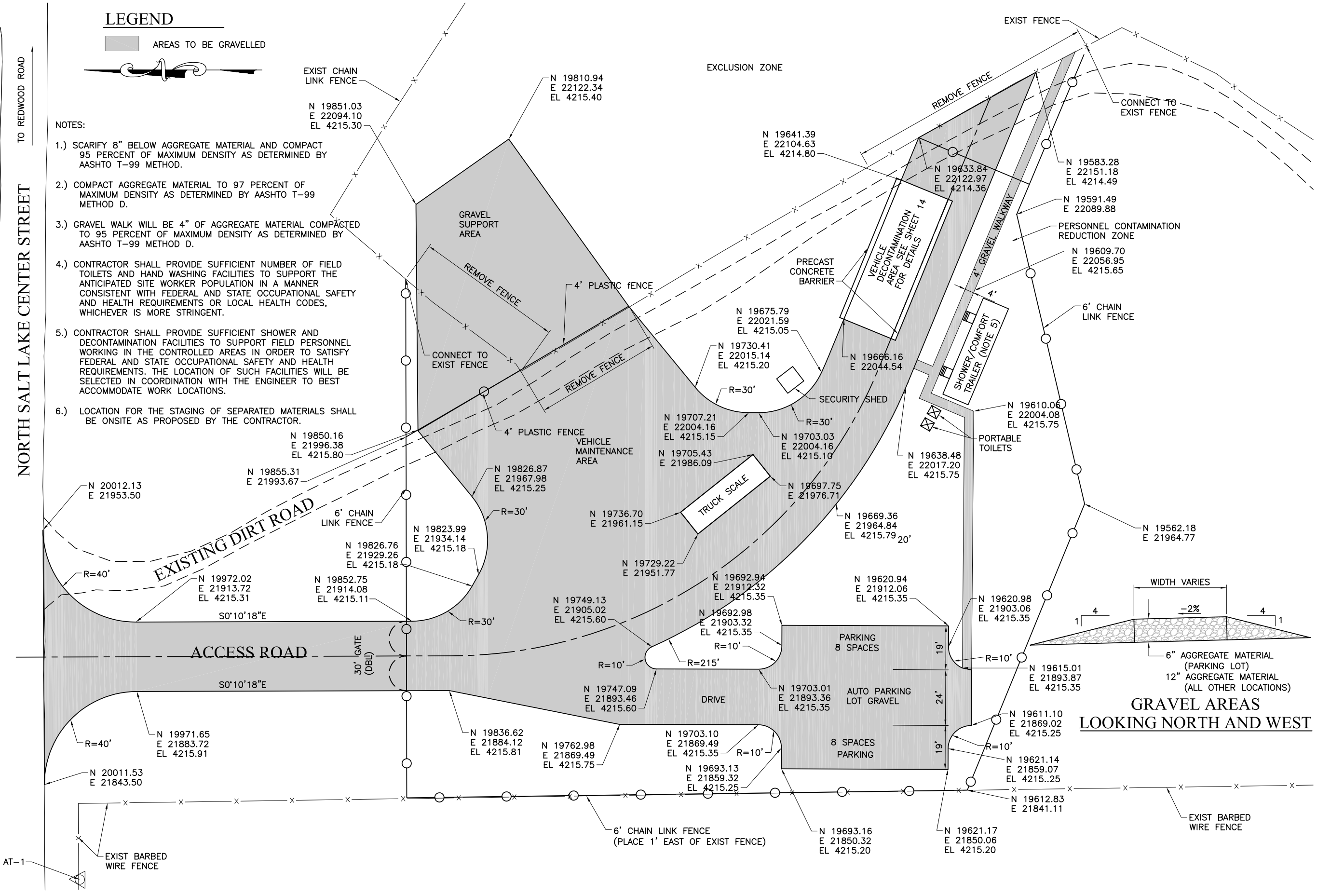
2.) COMPACT AGGREGATE MATERIAL TO 97 PERCENT OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99 METHOD D.

3.) GRAVEL WALK WILL BE 4" OF AGGREGATE MATERIAL COMPACTED TO 95 PERCENT OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99 METHOD D.

4.) CONTRACTOR SHALL PROVIDE SUFFICIENT NUMBER OF FIELD TOILETS AND HAND WASHING FACILITIES TO SUPPORT THE ANTICIPATED SITE WORKER POPULATION IN A MANNER CONSISTENT WITH FEDERAL AND STATE OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS OR LOCAL HEALTH CODES, WHICHEVER IS MORE STRINGENT.

5.) CONTRACTOR SHALL PROVIDE SUFFICIENT SHOWER AND DECONTAMINATION FACILITIES TO SUPPORT FIELD PERSONNEL WORKING IN THE CONTROLLED AREAS IN ORDER TO SATISFY FEDERAL AND STATE OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS. THE LOCATION OF SUCH FACILITIES WILL BE SELECTED IN COORDINATION WITH THE ENGINEER TO BEST ACCOMMODATE WORK LOCATIONS.

6.) LOCATION FOR THE STAGING OF SEPARATED MATERIALS SHALL BE ONSITE AS PROPOSED BY THE CONTRACTOR.



IF SHEET IS LESS THAN 22" X 34" IT IS A REDUCED PRINT. SCALE REDUCED SHEET ACCORDINGLY.

DIVISION OF ENVIRONMENTAL RESPONSE AND REMEDIATION

USEPA

UDEQ PORTLAND CEMENT REMOVAL ACTION

URS
756 EAST WINCHESTER ST.
SALT LAKE CITY, UT 84107

SCALE: 1"=20'

DATE: 08/2004

DRAWN BY: TMB

DESIGNED BY: RVC

CHECKED BY: GSD

URS PROJECT NUMBER: 24584391

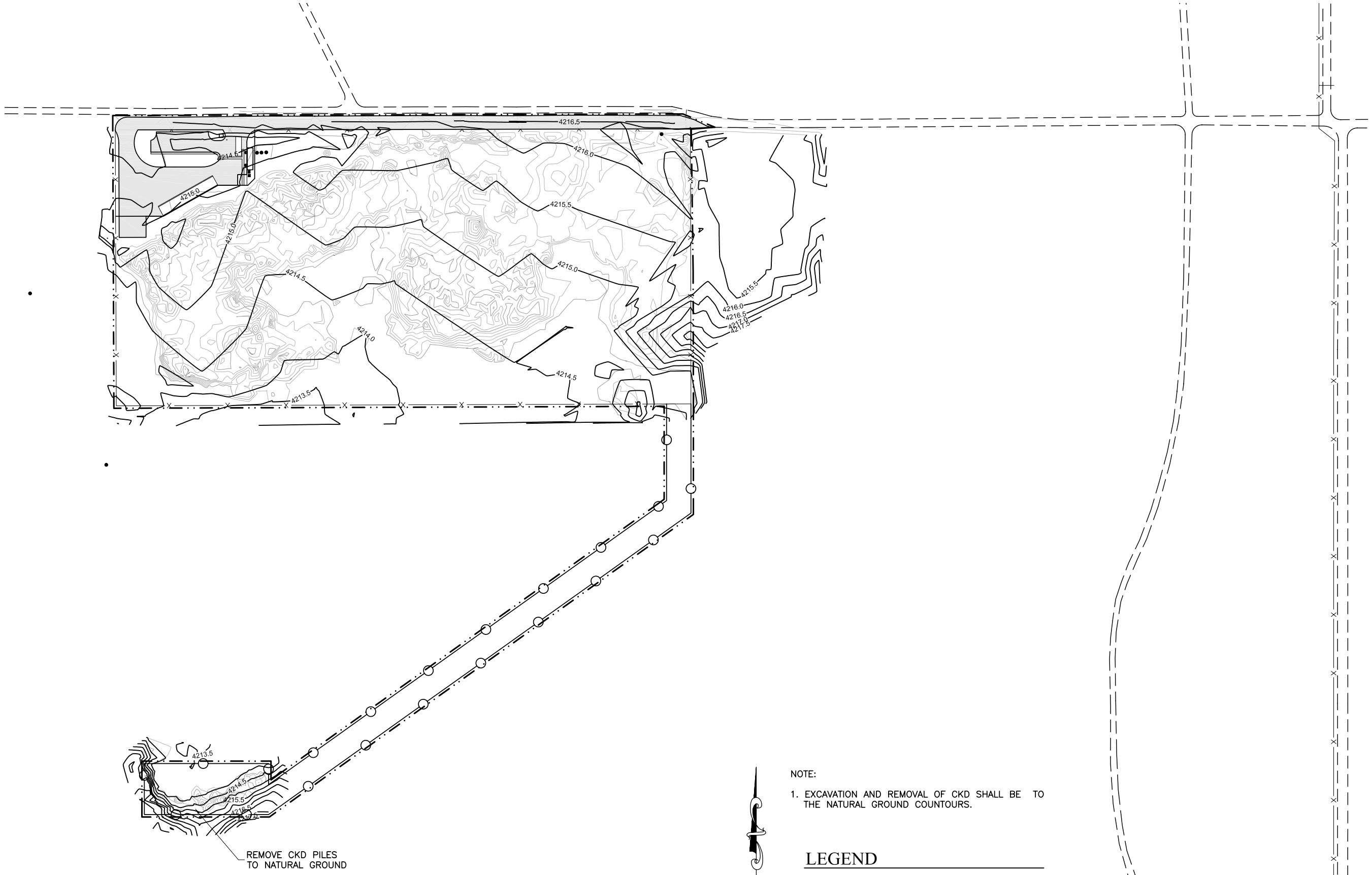
REVISION RECORD

NO.	BY	PURPOSE	DATE	CKD
1	XXX	UPDATE	XX/XX	XXX

SHEET TITLE: SITE 5 FACILITIES LAYOUT

SHEET NO. 7 OF 14

CADD FILE LOCATION: 05FACILITY_LAYOUT.DWG



NOTE:

1. EXCAVATION AND REMOVAL OF CKD SHALL BE TO THE NATURAL GROUND COUNTOURS.

LEGEND

NATURAL GROUND

EXISTING TOP OF CKD CONTOURS

IF SHEET IS LESS THAN 23" X 34"
IT IS A REDUCED PRINT.
SCALE REDUCED SHEET ACCORDINGLY.

DIVISION OF ENVIRONMENTAL RESPONSE AND REMEDIATION

USEPA

UDEQ PORTLAND CEMENT REMOVAL ACTION

URS

756 EAST WINCHESTER ST.
SALT LAKE CITY, UT 84107

SCALE: 1"=100'

DATE: 08/2004

DRAWN BY: TMB

DESIGNED BY: RVC

CHECKED BY: GSD

URS PROJECT NUMBER: 24584391

REVISION RECORD

NO.	BY	PURPOSE	DATE	CKD
1	XXX	UPDATE	XX/XX	XXX

SHEET TITLE:

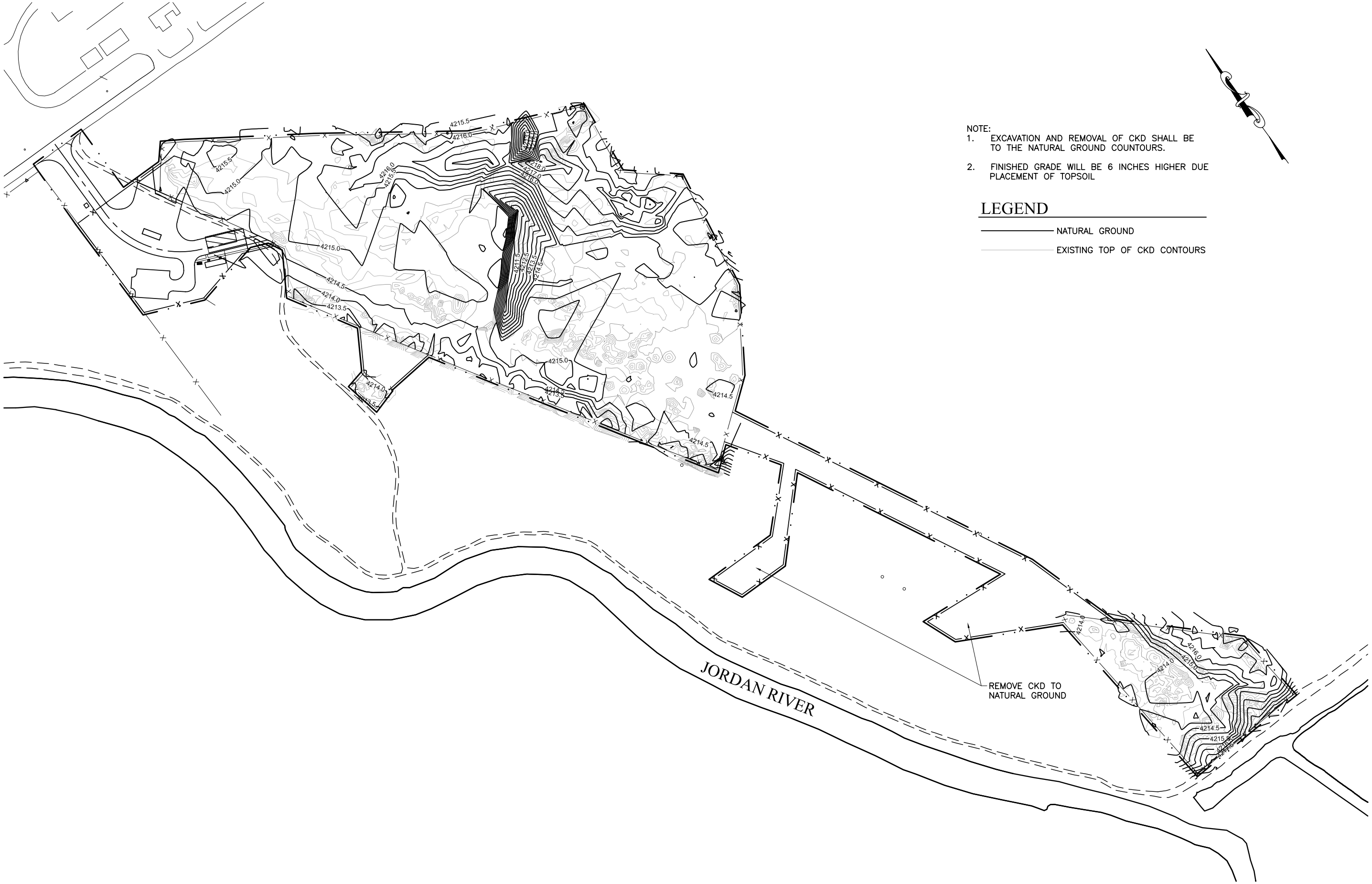
SITE 1
FINISHED GRADE

SHEET NO.

8 OF 14

CADD FILE LOCATION:

01FINISHED_GRADE.DWG



NOTE:
1. EXCAVATION AND REMOVAL OF CKD SHALL BE TO THE NATURAL GROUND COUNTOURS.
2. FINISHED GRADE WILL BE 6 INCHES HIGHER DUE PLACEMENT OF TOPSOIL

LEGEND

NATURAL GROUND

EXISTING TOP OF CKD CONTOURS

IF SHEET IS LESS THAN 22" X 34" IT IS A REDUCED PRINT. SCALE REDUCED SHEET ACCORDINGLY.

DIVISION OF ENVIRONMENTAL RESPONSE AND REMEDIATION

USEPA

UDEQ PORTLAND CEMENT REMOVAL ACTION

URS
756 EAST WINCHESTER ST.
SALT LAKE CITY, UT 84107

SCALE: 1"=100'

DATE: 08/2004

DRAWN BY: TMB

DESIGNED BY: RVC

CHECKED BY: GSD

URS PROJECT NUMBER: 24584391

REVISION RECORD

NO.	BY	PURPOSE	DATE	CKD
1	XXX	UPDATE	XX/XX	XXX

SHEET TITLE:

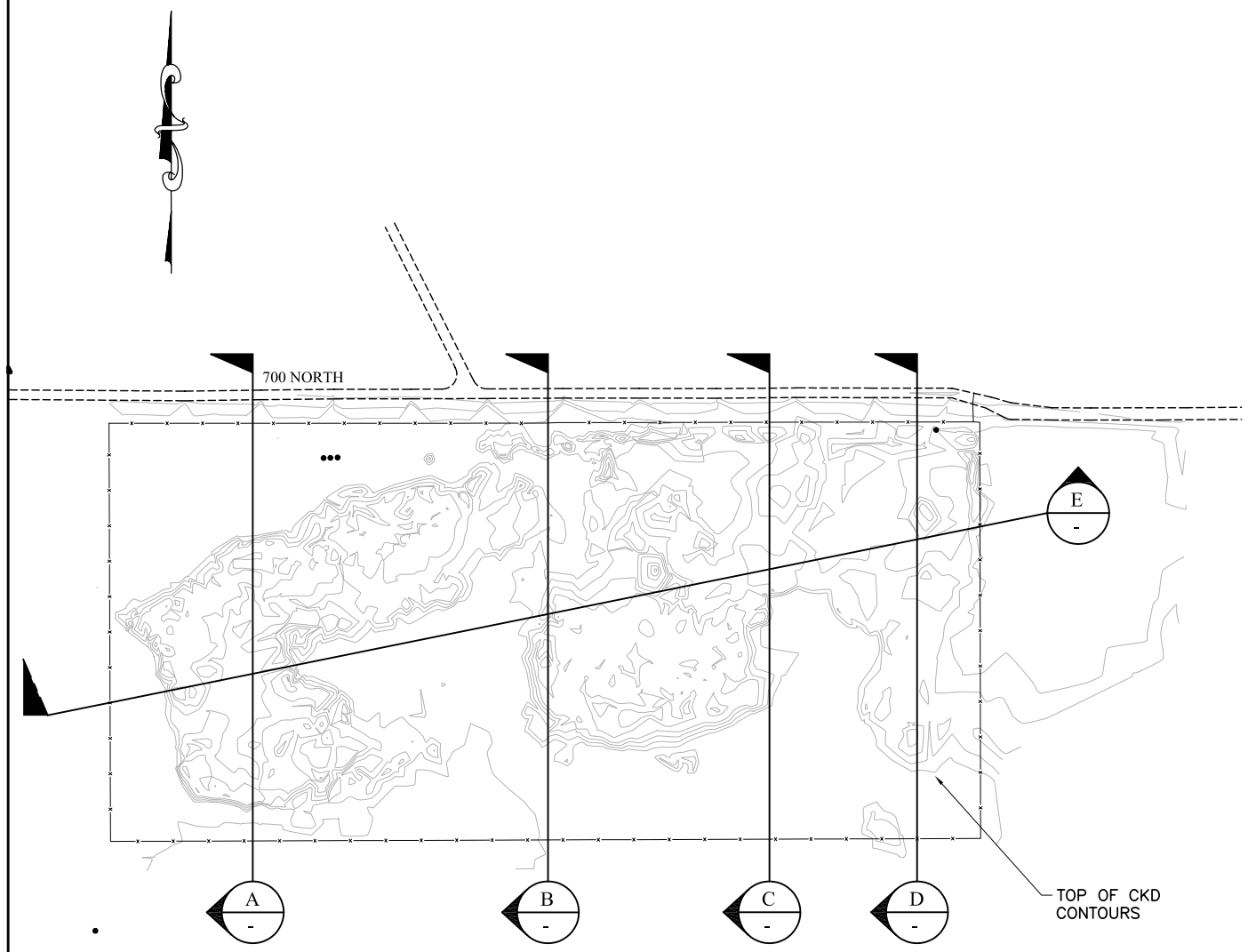
SITE 5
FINISHED GRADE

SHEET NO.

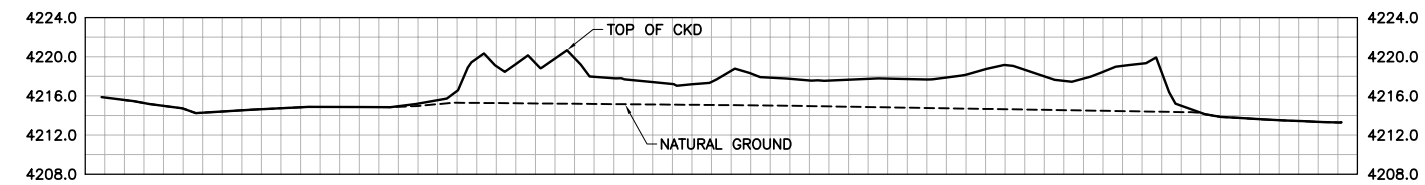
9 OF 14

CADD FILE LOCATION:

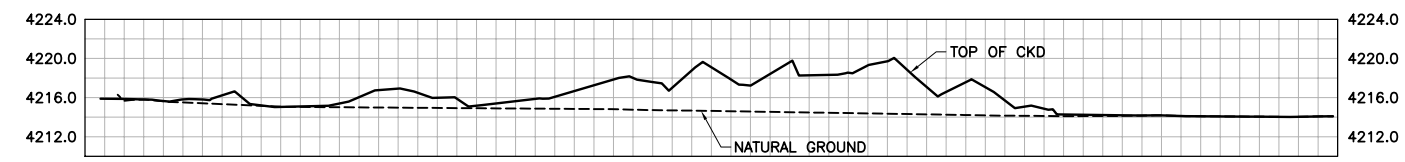
05FINISHED_GRADE.DWG



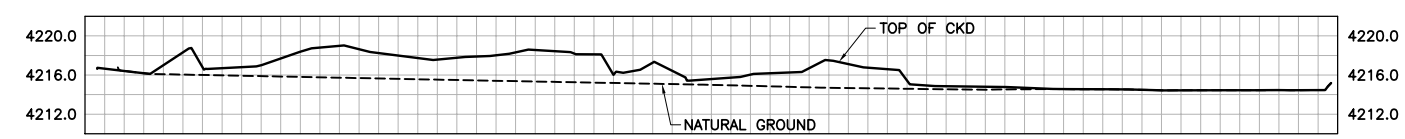
SITE 1



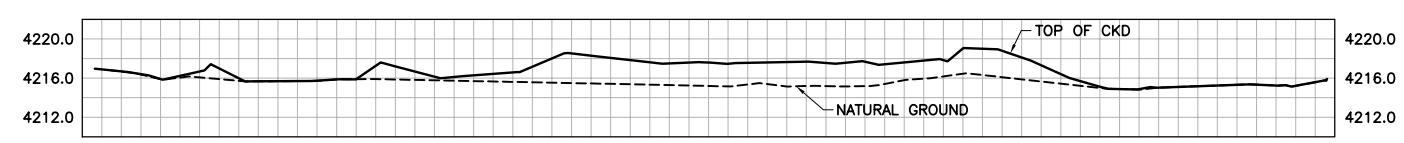
SECTION A



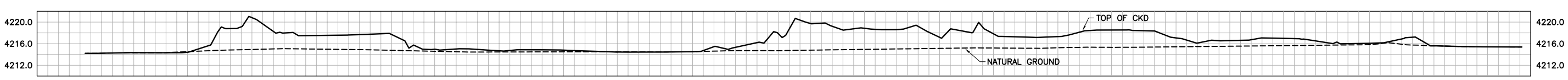
SECTION B



SECTION C



SECTION D



SECTION E

IF SHEET IS LESS THAN 22" X 34"
IT IS A REDUCED PRINT.
SCALE REDUCED SHEET ACCORDINGLY.

DIVISION OF ENVIRONMENTAL RESPONSE AND REMEDIATION

USEPA

UDEQ PORTLAND CEMENT REMOVAL ACTION

URS
756 EAST WINCHESTER ST.
SALT LAKE CITY, UT 84107

SCALE: NTS
DATE: 08/2004
DRAWN BY: TMB
DESIGNED BY: RVC
CHECKED BY: GSD
URS PROJECT NUMBER: 24584391

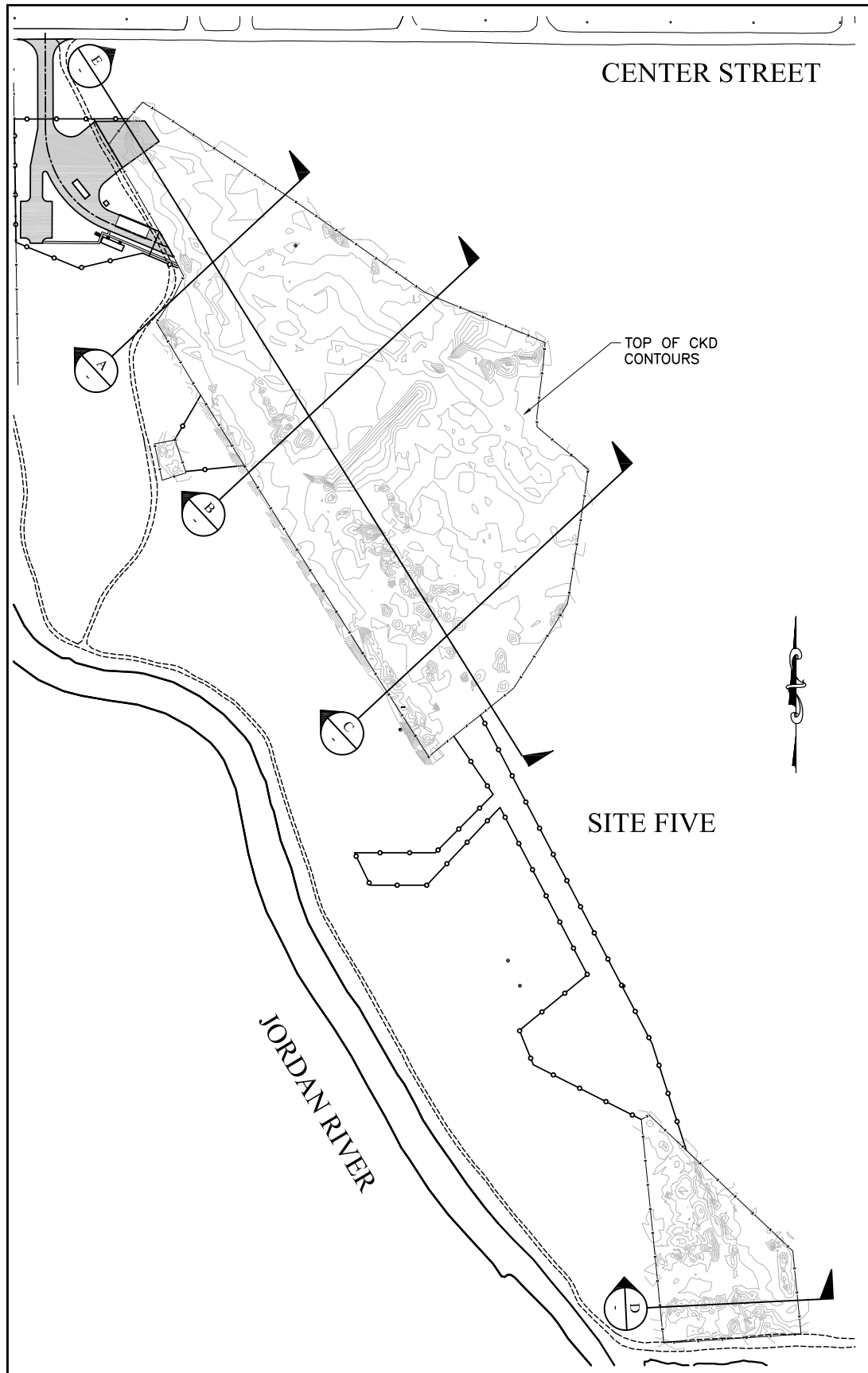
REVISION RECORD

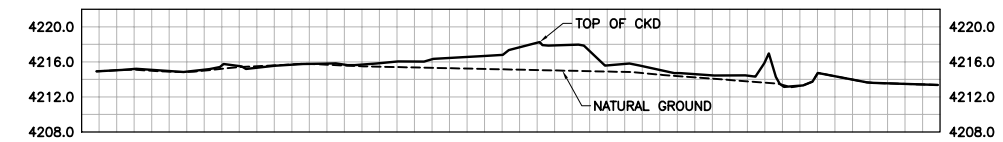
NO.	BY	PURPOSE	DATE	CKD
1	XXX	UPDATE	XX/XX	XXX

SHEET TITLE:
CROSS SECTIONS SITE 1

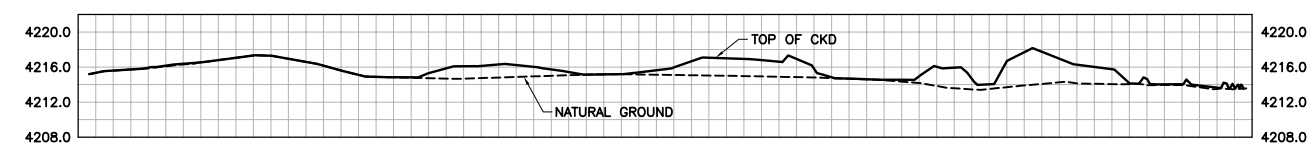
SHEET NO.
10 OF 14

CADD FILE LOCATION:
01CROSS_SEC.DWG

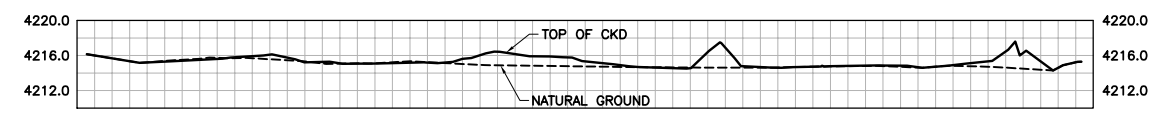




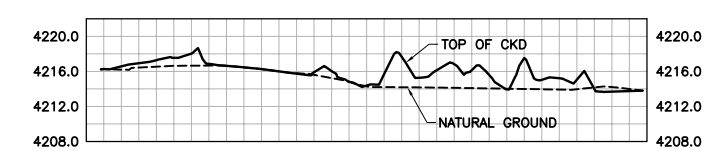
SECTION A



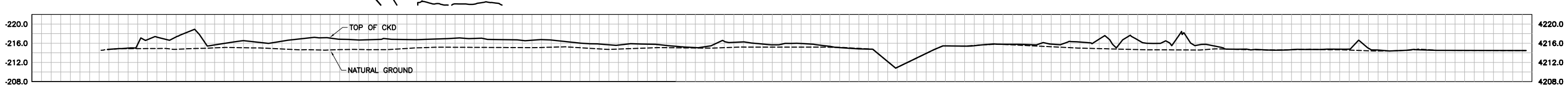
SECTION B



SECTION C



SECTION D



SECTION E

NOTE:
1. AFTER REMOVAL OF CKD, 6 INCHES OF TOPSOIL AND SEED MIX SHALL BE PLACED ON TOP OF THE NATURAL GROUND.

IF SHEET IS LESS THAN 22" X 34" IT IS A REDUCED PRINT. SCALE REDUCED SHEET ACCORDINGLY.

DIVISION OF ENVIRONMENTAL RESPONSE AND REMEDIATION

USEPA

UDEQ PORTLAND CEMENT REMOVAL ACTION

URS
756 EAST WINCHESTER ST.
SALT LAKE CITY, UT 84107

SCALE: NTS
DATE: 08/2004
DRAWN BY: TMB
DESIGNED BY: RVC
CHECKED BY: GSD
URS PROJECT NUMBER: 24584391

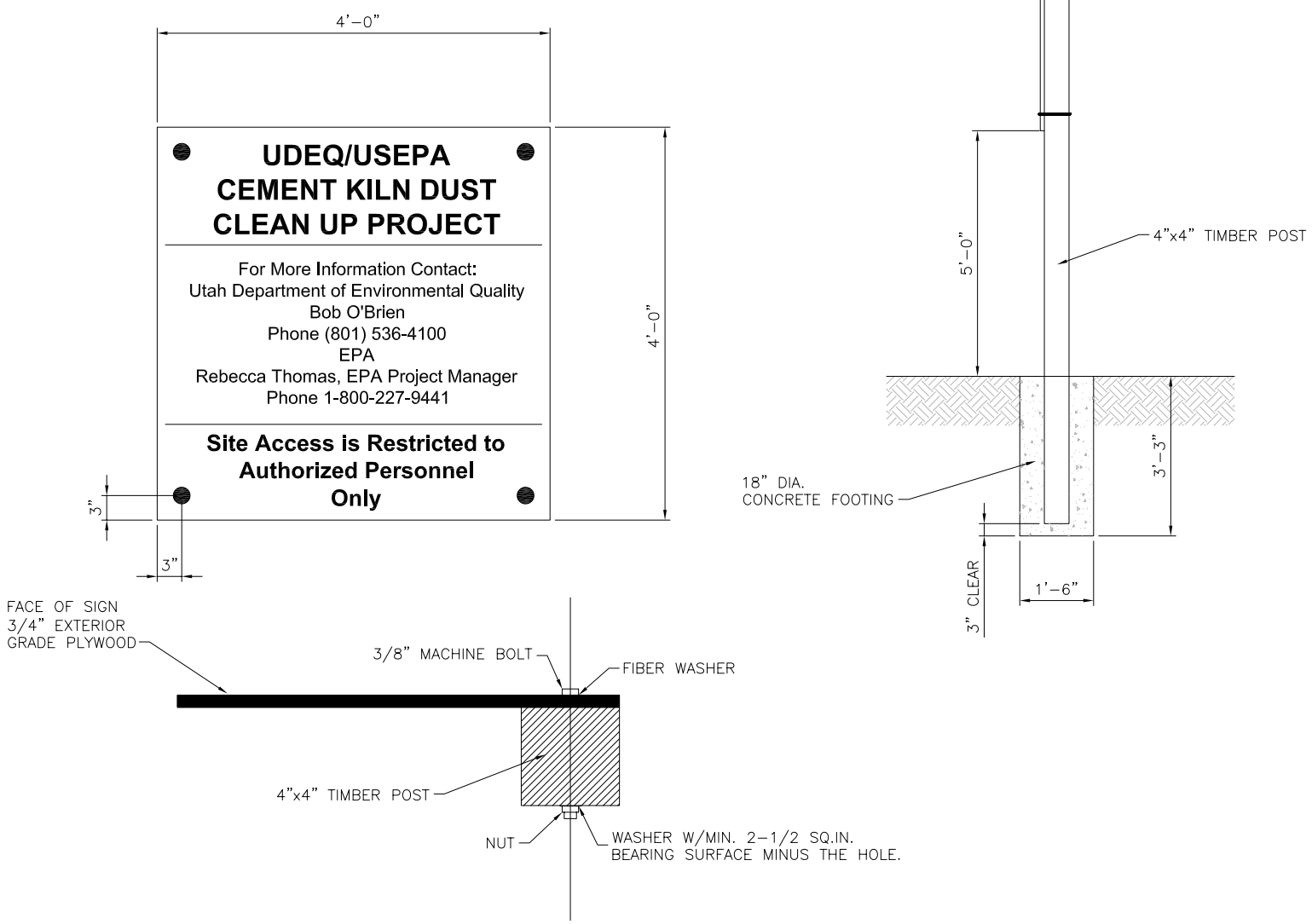
REVISION RECORD

NO.	BY	PURPOSE	DATE	CKD
1	XXX	UPDATE	XX/XX	XXX

SHEET TITLE: CROSS SECTIONS SITE 5

SHEET NO. 11 OF 14

CADD FILE LOCATION: 05CROSS_SEC.DWG

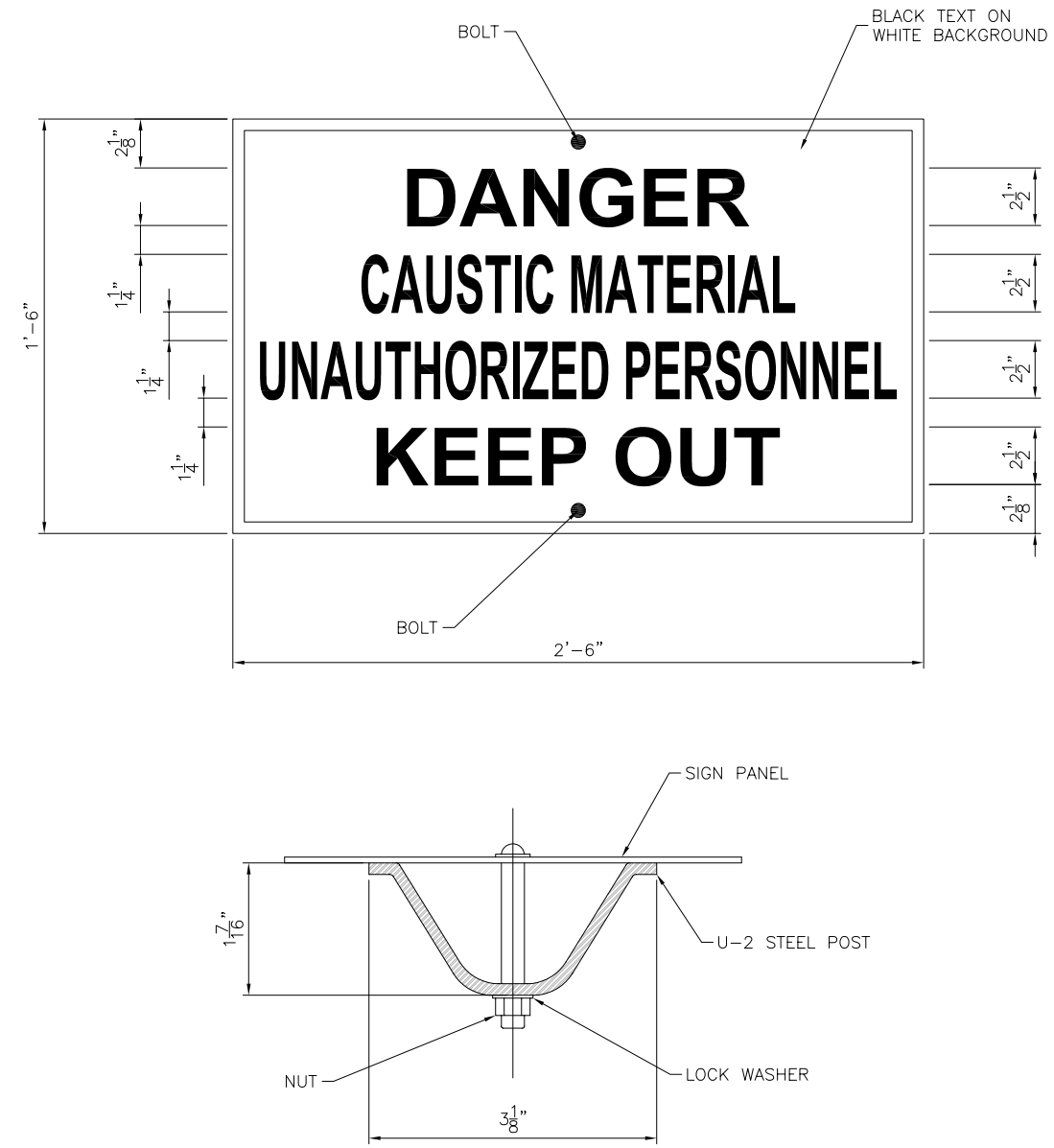


SITE FIVE - PROJECT SIGN DETAIL

SCALE: N.T.S.

PROJECT SIGN NOTES:

1. BOLTS, NUTS AND WASHERS SHALL BE GALVANIZED OR CADIUM PLATED



WARNING SIGN DETAIL

SCALE: N.T.S.

WARNING SIGN NOTES:

1. ALL PANELS SHALL BE SINGLE SHEET ALUMINUM 0.125" MINIMUM THICKNESS.
2. ATTACH TO CHAIN LINK FABRIC AS APPROPRIATE, (APPROXIMATELY EVERY 1500 FEET) BOTTOM OF PANEL 4-0" ABOVE GROUND.
3. SIGNS AT TEMPORARY PLASTIC FENCE AREAS TO BE MOUNTED ON U-2 POST. (SEE DETAIL) U-2 POST BURIED 2'.
4. BOLTS, NUTS AND WASHERS SHALL BE GALVANIZED OR CADIUM PLATED.

IF SHEET IS LESS THAN 22" X 34" IT IS A REDUCED PRINT. SCALE REDUCED SHEET ACCORDINGLY.

DIVISION OF ENVIRONMENTAL RESPONSE AND REMEDIATION

USEPA

UDEQ PORTLAND CEMENT REMOVAL ACTION

URS
756 EAST WINCHESTER ST.
SALT LAKE CITY, UT 84107

SCALE: NTS
DATE: 08/2004
DRAWN BY: TMB
DESIGNED BY: RVC
CHECKED BY: GSD
URS PROJECT NUMBER: 24584391

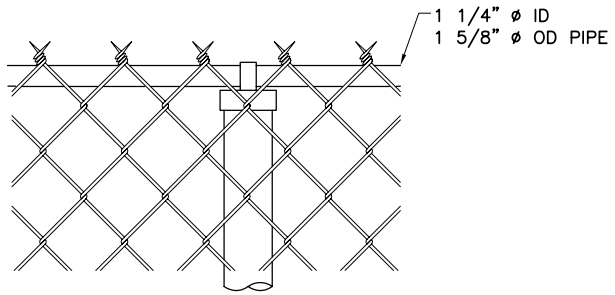
REVISION RECORD

NO.	BY	PURPOSE	DATE	CKD
1	XXX	UPDATE	XX/XX	XXX

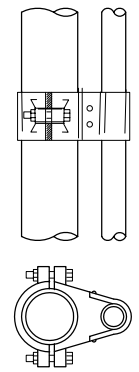
SHEET TITLE: SIGNING

SHEET NO. 12 OF 14

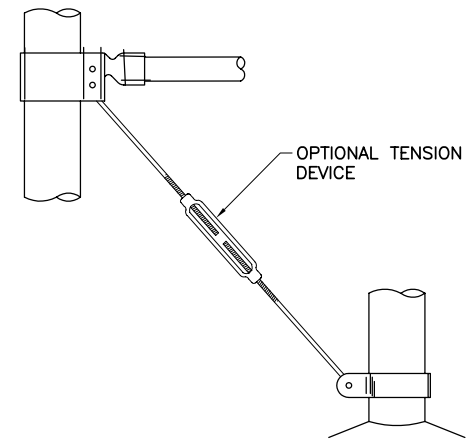
CADD FILE LOCATION: SIGNING.DWG



TWISTED & BARBED SELVAGE TYPE 1



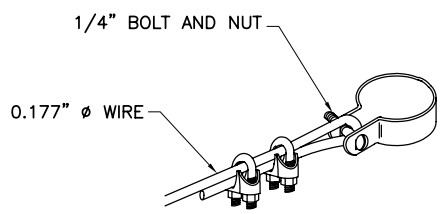
TOP GATE HINGE



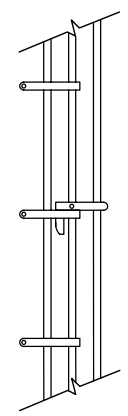
BRACE AND TRUSS CONNECTIONS

1. POSTS: SCHEDULE 40 PIPE. TRIPLE COATED HIGH TENSILE STEEL PIPE OR ROLL-FORMED C-SECTION OF THE SIZE SHOWN IN THE CHART AND AS DEFINED IN THE STANDARD OF 5 PERCENT. OTHER TYPES OF POSTS WITH EQUAL OR GREATER SECTION MODULUS MAY BE USED IF APPROVED, IN ADVANCE, BY THE ENGINEER.

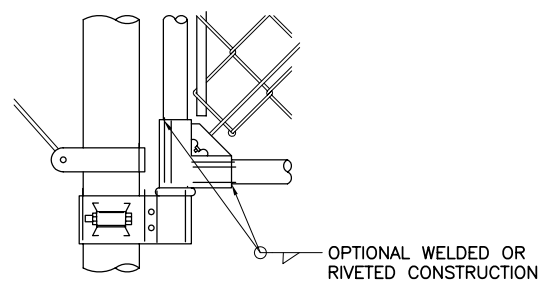
2. USE 2" MESH FOR FENCE FABRIC



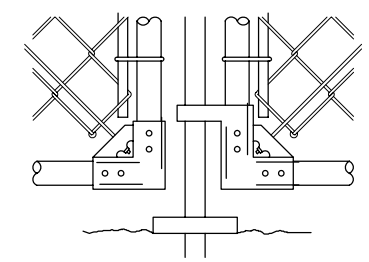
TENSION WIRE TO POST DETAIL (A / -)



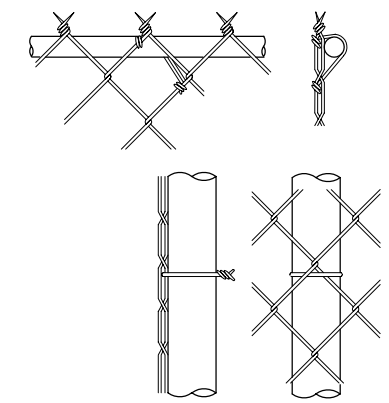
DROP ROD ASSEMBLY



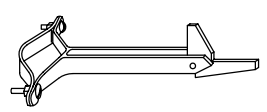
BOTTOM GATE HINGE AND GATE DETAILS



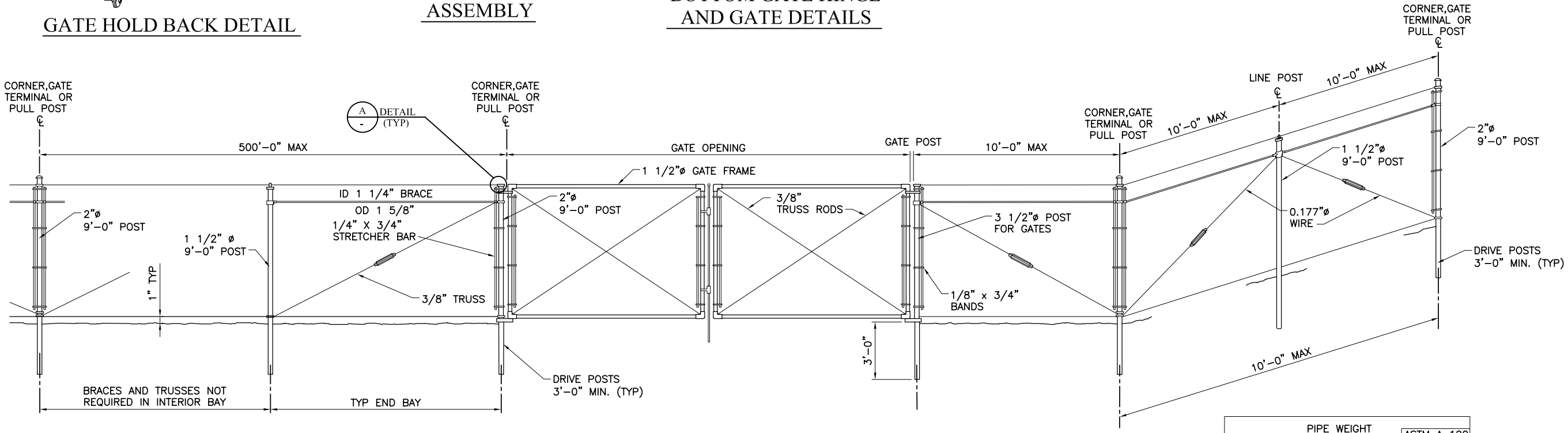
CENTER GATE STOP AND GATE DETAIL



PIPE POST TIE



GATE HOLD BACK DETAIL



PIPE WEIGHT	ASTM A 120
END, CORNER AND PULL POSTS	3.65
LINE POSTS	2.72

TYPICAL MULTIPLE BAY SEGMENT

IF SHEET IS LESS THAN 22" X 34" IT IS A REDUCED PRINT. SCALE REDUCED SHEET ACCORDINGLY.

DIVISION OF ENVIRONMENTAL RESPONSE AND REMEDIATION

USEPA

UDEQ PORTLAND CEMENT REMOVAL ACTION

URS
756 EAST WINCHESTER ST.
SALT LAKE CITY, UT 84107

SCALE: NTS
DATE: 08/2004
DRAWN BY: TMB
DESIGNED BY: RVC
CHECKED BY: GSD
URS PROJECT NUMBER: 24584391

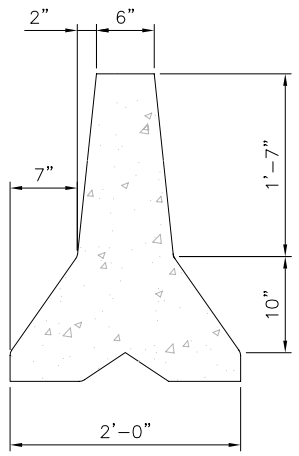
REVISION RECORD

NO.	BY	PURPOSE	DATE	CKD
1	XXX	UPDATE	XX/XX	XXX

SHEET TITLE: TEMP. FENCING DETAILS

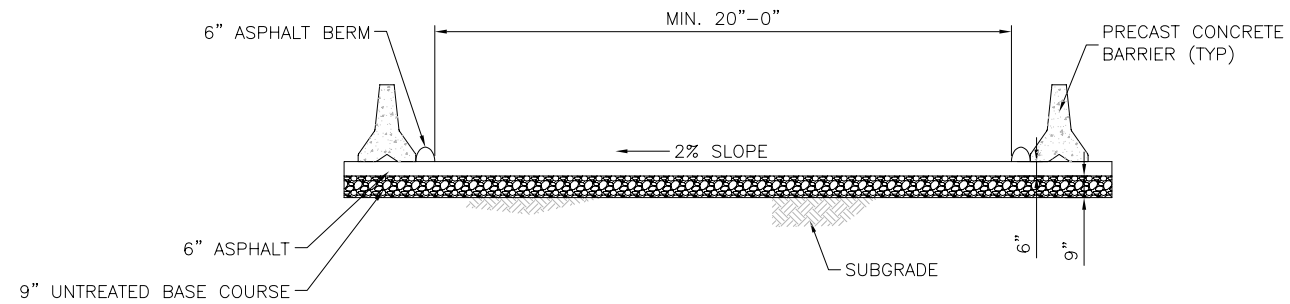
SHEET NO. 13 OF 14

CADD FILE LOCATION: FENCING_DETAILS.DWG



PRECAST CONCRETE BARRIER

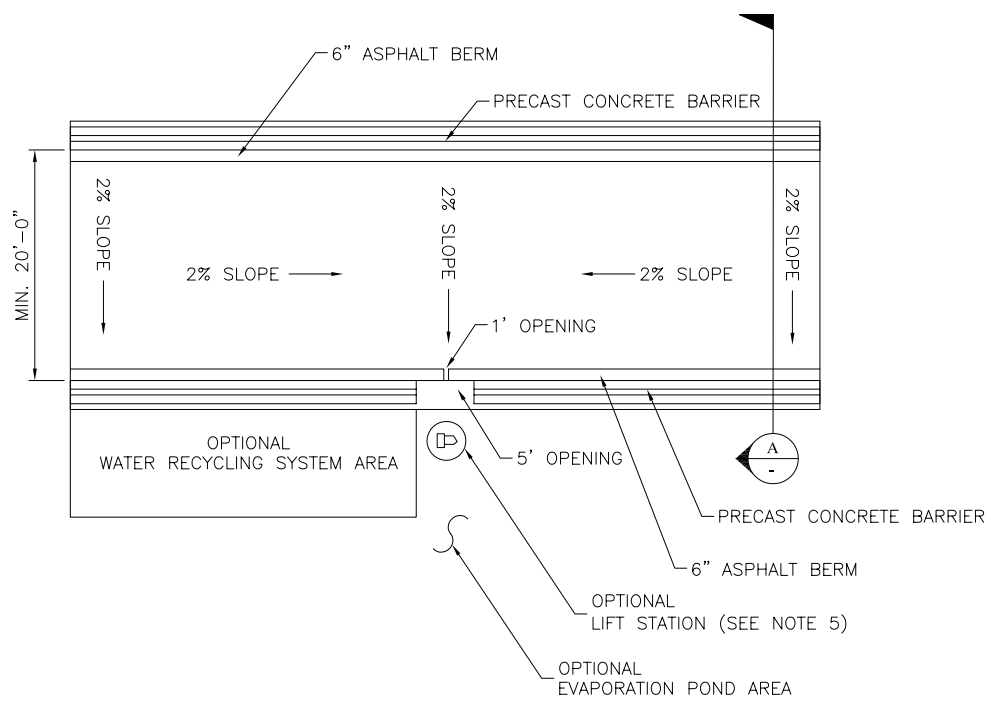
SCALE: N.T.S.



CROSS SECTION OF ASPHALT APRON

A
-

SCALE: N.T.S.



VEHICLE DECONTAMINATION AREA PLAN OF ASPHALT APRON

SCALE: N.T.S.

VEHICLE DECONTAMINATION FACILITY NOTES

1. ASPHALT APRON SLAB SHALL BE 6" THICK AND PLACED TOP OF 9" OF COMPACTED UNTREATED BASE COURSE. COMPACT & STABALIZE TOP 12" OF SUB GRADE TO 98% MAX.

2. WASHWATER FROM VEHICLE DECONTAMINATION AREA SHALL BE MANAGED AT ALL TIMES. CONTRACTOR MAY USE BUT IS NOT LIMITED TO THE FOLLOWING MEANS OF CONTROLLING THE WASHWATER.

   A. THE WASHWATER SHALL BE CONVEYED TO A SUMP PUMP AND LIFT STATION TO BE PUMPED TO A WATER RECYCLING SYSTEM AND REUSED IN THE VEHICLE DECONTAMINATION AREA.
   B. WASHWATER MAY BE CONVEYED TO AN EVAPORATION POND.
   C. DESIGN, CONSTRUCTION, OPERATION AND REMOVAL OF THE ABOVE DESCRIBED FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND INCLUDED IN THE CONTRACT BID PRICE FOR 01505 MOBILIZATION & DEMOBILIZATION.

6. THE USE OF PRECAST CONCRETE BARRIERS AS SIDEWALLS FOR THE VEHICLE DECONTAMINATION AREA IS A MINIMUM. ACTUAL CONFIGURATION TO PREVENT UNNECESSARY MIGRATION OF CONTAMINATION WILL BE SUBMITTED IN CONTRACTOR'S "SHERP-DECONTAMINATION PLAN."

7. A MINIIMUM OF ONE PORTABLE, MANUALLY OPERATED HIGH PRESSURE CLEANER SHALL BE PROVIDED IN THE VEHICLE DECONTAMINATION AREA. OPERTAION AND COST OF HIGH PRESSURE CLEANER(S), OR APPROVED ALTERNATIVE SYSTEM, SHALL BE INCLUDED IN THE CONTRACT BID PRICE FOR 01505 MOBILIZATION & DEMOBILIZATION.

IF SHEET IS LESS THAN 22" X 34" IT IS A REDUCED PRINT. SCALE REDUCED SHEET ACCORDINGLY.

DIVISION OF ENVIRONMENTAL RESPONSE AND REMEDIATION

USEPA

UDEQ PORTLAND CEMENT REMOVAL ACTION

URS
756 EAST WINCHESTER ST.
SALT LAKE CITY, UT 84107

SCALE: NTS
DATE: 08/2004
DRAWN BY: TMB
DESIGNED BY: RVC
CHECKED BY: GSD
URS PROJECT NUMBER: 24584391

REVISION RECORD

NO.	BY	PURPOSE	DATE	CKD
1	XXX	UPDATE	XX/XX	XXX

SHEET TITLE: VEHICLE DECONTAMINATION

SHEET NO. 14 OF 14

CADD FILE LOCATION: VEHICLE_DECON.DWG

STATE OF UTAH
DIVISION OF PURCHASING

BOND STATEMENT

BIDDING REQUIREMENTS

A 10% bid bond or cashier's check is required by all vendors bidding on this project. The bid bond must be attached to bid or it will be disqualified. Checks will be returned certified mail after an official award has been made.

AWARD REQUIREMENTS

A 100% payment/performance bond will be required from the awarded vendor within 14 days after notification of award. Bonds must be in the form of a surety bond from a licensed surety company doing business in the State of Utah.

Payment/Performance bonds will be **held as security for a period of 12 months after completion of project, per state law.** Bidders name must be the same on both the bid forms and all bonds submitted.

Bond/Insurance Company _____

Agent Name _____

Fax # _____ Phone # _____

Upon awarding, the requesting agency will fax a verification to the bonding company listed above to start the bonding process. It is then the responsibility of the vendor or follow through with their bonding agent to assure the bond is processed. After the bonding company sends the bond to vendor for signatures, it is the responsibility of the vendor to mail or hand carry the original bond (no copies or faxes accepted) to the requesting agency, to the attention of the contract person listed on the bid. No work can commence until the requesting agency has receipt of this performance bond. After this time the contract will be officially released to the awarded vendor.

CONSTRUCTION TRADES LICENSING REQUIREMENTS

The State of Utah requires any person engaging in a construction trade or acting as, or representing oneself as a contractor in a construction trade for which licensure is required to be licensed **before engaging in that trade or contracting activity. It is unlawful for any unlicensed person to submit a bid for any work for which a license is required.** Any person who violates this provision **cannot be awarded or accept a contract** for the performance of the work *(1993 Utah Code Unannotated 58-55-2(32)(a), 58-55-4(1)(a), 58-55-13(1).*

Definitions

"Construction Trade" means any trade or occupation involving construction, alteration, remodeling, repairing, wrecking or demolition, addition to, or improvement of any building, highway, road, railroad, dam, bridge, structure, excavation or other project, development, or improvement to other than personal property (1993 UCU 58-55-2(5).

"Contractor" means any person, firm, partnership, corporation, association, or other organization...(that undertakes any work in the construction, plumbing, or electrical trade for which licensure is required...(1993 UCU 58-55-2(6).

Licensed Classifications (See next page.) List the appropriate contractor license number, classification title, primary or secondary classifications number, aggregate dollar limit and license expiration date OR attach a copy of the license. If you plan to utilize sub-contractors, they must also be licensed. Please complete the sections below for each sub-contractor or attach copy of their license.

Prime Contractor

License Number	Expiration Date	Class Title	Class Number	Dollar Limit
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Sub-Contractor(s)

License Number	Expiration Date	Class Title	Class Number	Dollar Limit
Name:				
_____	_____	_____	_____	_____
Name:				
_____	_____	_____	_____	_____
Name:				
_____	_____	_____	_____	_____

CONTRACTOR LICENSE CLASSIFICATIONS

Primary Classification Number	Subclassification Number	Title
E100		General Engineering Contractor
B100		General Building Contractor
R100		Residential and Small Commercial Contractor
	R101	Residential and Small Commercial - Nonstructural Remodeling and Repair Contractor
R200		Factory Built Housing Set-up Contractor
S200		General Electrical Contractor
	S201	Residential Electrical Contractor
S210		General Plumbing Contractor
	S211*	Boiler Installation Contractor
	S212	Irrigation Sprinkling Contractor
	S213	Industrial Piping Contractor
	S214*	Water Conditioning Equipment Contractor
S215		Solar Energy Systems Contractor
S216		Residential Sewer Connection & Septic Tank Contractor
S220		Carpentry Contractor
	S221*	Cabinet and Millwork Installation Contractor
S230		Metal and Vinyl Siding Contractor
	S231*	Rain-gutter Installation Contractor
S240		Glass and Glazing Contractor
S250		Insulation Contractor
S260		General Concrete Contractor
	S261*	Concrete Form Setting and Shoring Contractor
	S262*	Gunite and Pressure Grouting Contractor
S270		General Drywall, Stucco and Plastering Contractor
	S271*	Plastering Stucco Contractor
	S272*	Ceiling Grid Systems, Ceiling Tile and Light-weight Metal and Non-bearing Wall Partitions Contractor
S280		General Roofing contractor
	S281*	Single Ply and Specialty Coating Contractor
	S282*	Build-up Roofing Contractor
	S283	Shingle and Shake Roofing Contractor
	S284*	Tile Roofing Contractor
	S285*	Metal Roofing Contractor
S290		General Masonry Contractor
	S291*	Stone Masonry Contractor
	S292*	Terrazzo Contractor
	S293*	Marble, tile and Ceramic Contractor
S300		General Painting Contractor
S310		Excavation and Grading Contractor
S320		Steel Erection Contractor
	S321	Steel Reinforcing Contractor
	S322*	Metal Building Erection Contractor
	S323*	Structural Stud Erection Contractor
S330		Landscaping Contractor
S340		Sheet Metal Contractor
S350		HVAC Contractor
	S351	Refrigerated Air Conditioning Contractor
	S352*	Evaporative Cooling Contractor
	S353*	Warm Air Heating Contractor
S360		Refrigeration Contractor
S370		Fire Suppression systems Contractor
S380		Swimming Pool and Spa Contractor
S390		Sewer and Water Pipeline Contractor
S400*		Asphalt Paving Contractor
S410		Pipeline and Conduit Contractor
S420*		General Fencing and Guardrail Contractor
	S421*	Residential Fencing Contractor
S430*		Metal Firebox and Fuel Burning Stove Installation Contractor
S440		Sign Installation Contractor
	S441*	Non-Electrical Outdoor Advertising Sign Contractor
S450		Mechanical Insulation Contractor
S460*		Wrecking and Demolition Contractor
S470*		Petroleum System Contractor
S480*		Piers and Foundations Contractor

*No Trade Examination is required. All applicants must take and pass the Utah Business and Law Examination if not previously taken and passed.