SPECIFICATIONS

AND

CONTRACT DOCUMENTS

RIFLE RANGE ROAD
CULVERT REPLACEMENT

CAMPBELL COUNTY, KENTUCKY

CT CONSULTANTS, INC.
ENGINEERS ARCHITECTS PLANNERS
2161 CHAMBER CENTER DRIVE
FORT MITCHELL, KENTUCKY 41017
(859) 525-0544
http://www.ctconsultants.com

PROJECT INFORMATION

PROJECT:	**RIFLE RANGE ROAD CULVERT REPLACEMENT**
OWNER:	**CAMPBELL COUNTY ROAD DEPARTMENT** **1175 RACETRACK ROAD** **ALEXANDRIA, KENTUCKY 41001**
ENGINEER:	**CT CONSULTANTS, INC.** **2161 CHAMBER CENTER DRIVE** **FORT MITCHELL, KENTUCKY 41017**
	CONTACT: FRANK TWEHUES, P.E. **TELEPHONE: (859) 525-0544** **Voice Mail Extension: #952** **EMAIL ADDRESS: ftwehues@ctconsultants.com**
CT CONSULTANTS, INC. PROJECT #:	**19052301**
BID OPENING DATE:	**THURSDAY, JUNE 6, 2019**
ADVERTISING DATE:	**CAMPBELL COUNTY WEBSITE -** **THURSDAY, MAY 23, 2019**

CAMPBELL COUNTY, KENTUCKY

CAMPBELL COUNTY FISCAL COURT

JUDGE/ EXECUTIVE

Steve Pendery

ROAD SUPERVISOR

Luke Mantle

COUNTY COMMISSIONERS

Charlie Coleman

Tom Lampe

Brian Painter

CAMPBELL COUNTY FISCAL COURT
ROAD DEPARTMENT
LEGAL NOTICE

Sealed proposals will be received at the Office of the County Treasurer, Campbell County Administration Building, 1098 Monmouth Street, Suite 323, Newport, Kentucky 41072, until **10:00 AM** local time on **THURSDAY, JUNE 6, 2019**, for furnishing all labor, materials, and equipment necessary to complete project known as:

RIFLE RANGE ROAD CULVERT REPLACEMENT

COMPLETION DATE: WEDNESDAY, OCTOBER 2, 2019

and, at said time all received bids will be opened and read publicly in Conference Room 137 at the above address.

Contract documents, bid sheets, plans and specifications can be obtained at CT Consultants, Inc., 2161 Chamber Center Drive, Fort Mitchell, Kentucky 41017 for $40.00 per set, (non-refundable). Plans requested by mail will be an additional $15.00 per set. Checks shall be made payable to CT Consultants. Plans and specifications will be available online for viewing only at www.ctconsultants.com/bidinfo/index.html.

Each bidder is required to submit with his proposal a bid bond in the amount of ten percent (10%) of the base bid or certified check equal in amount to ten percent (10%) of the base bid. The bidder to whom the contract is awarded will be required to furnish a surety bond in an amount equal to one-hundred percent (100%) of the contract amount. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Kentucky to provide said surety.

The successful bidder will be required to have a current occupational license in Campbell County before the Contract will be awarded and must be prequalified with the Kentucky Transportation Cabinet (KYTC) for the following work items: Culvert Repair (I15) and/or Bridges Not More than 70 ft. Clear Span (E1).

The County reserves the right to waive irregularities and to reject any or all bids.

The County shall authorize acceptance of the bid made by the responsible bidder who, in County's judgment, offers the best and most responsive proposal, considering quality, service, performance record, and price; or County may direct the rejection of all bids. The County may award based on "functional equivalence" concerning specified work or products.

By the order of the Campbell County Commissioners.

_____

Steve Pendery, Judge Executive

Publishing Date: **CAMPBELL COUNTY WEBSITE – THURSDAY, MAY 23, 2019**

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INSTRUCTIONS TO BIDDERS

GENERAL

In accordance with the Notice to Bidders, sealed bids will be received until **THURSDAY, JUNE 6, 2019 at 10:00 A.M.,** at the office of the County Treasurer, Campbell County Administration Building, 1098 Monmouth Street, Suite 323, Newport, Kentucky 41072 for the furnishing of labor and materials required for the **RIFLE RANGE ROAD CULVERT REPLACEMENT,** all in accordance with these instructions, conditions, specifications, and on the enclosed forms. All shall be submitted in a sealed envelope addressed to Campbell County, Kentucky, and shall be plainly marked on the outside of the envelope **RIFLE RANGE ROAD CULVERT REPLACEMENT.** No bid may be withdrawn, once the bid has been deposited with the Owner, except in accordance with Kentucky Standard Specifications for Road and Bridge Construction, Section 102.11. Proposals received after the time for the opening of bids will be returned to the Bidder unopened. All bids shall remain valid for a period of sixty (60) days from the date of Bid Opening.

DEFINITIONS OF TERMS

Whenever the term "Bidder" occurs, it shall mean any person, firm or corporation as a Prime Contractor who submits a proposal/bid for the Project, either acting directly or through a duly authorized representative.

Whenever the term "Bid Packet" occurs, it shall mean all the documents contained herein and any addenda thereto.

Whenever the term "County" or "Owner" occurs, it shall mean Campbell County. The County Administrator, or their designee, shall be the representative for the Owner.

Whenever the term "Contract" occurs, it shall mean the written agreement between the Owner and the Contractor covering the performance of the Work on the Project and the furnishing of labor and/or materials in the construction of the Work on the Project, including the Contract Documents.

"Contract Documents" shall mean these Instructions to Bidders and General Conditions, the Specifications, any Drawings and/or Plans, the Contract Bond and all other forms or certificates required by these Instructions, all forms included with the Contractor's Bid, all the material contained in this Bid Packet, any Change Orders, and all addenda to any of the aforementioned items. The Contract Documents shall be a part of the Contract as if fully rewritten therein.

Whenever the term "Contractor" occurs, it shall mean a person, firm or corporation contracting with the Owner as a Prime Contractor to supply labor, materials, or equipment or all for the Project.

Whenever the term "Construction Manager" or "Engineer" occurs, it shall mean CT CONSULTANTS, Inc., or agent so designated by the Owner to act as the Owner's agent.

Whenever the term "Director" occurs, it shall mean the Owner, or the Owner's agent.

Whenever the term "Project" occurs, it shall mean the entire public improvement proposed by the Owner to be constructed in part or in whole pursuant to the Contract.

Whenever the term "Proposal or "Bid" occurs, it shall mean the offer of the Bidder to perform the Work on the Project, when said offer is made out and submitted on the prescribed forms, properly signed and guaranteed, and in the prescribed manner.

Whenever the term "Subcontractor" occurs, it shall mean a person, firm, or corporation other than the Prime Contractor supplying labor and materials for the Work to the Contractor and under the control of the Contractor.

Whenever the term "the Work" occurs, it shall mean the Work to be performed in constructing and completing the Project, including all labor, materials and equipment.

GENERAL PROVISIONS

The most current State of Kentucky, Transportation Cabinet, Department of Highways (KYTC) Standard Specifications for Road and Bridge Construction, as specifically set forth herein, are adopted and made part of these Contract Documents, unless specifically excluded herein.

All references to the Director, the Director of Highways, the First Assistant Director, and Chief Engineer, the Deputy Director of Design and Construction, the Deputy Director of Operations, the Engineer of Construction, the Engineer of Maintenance, the Engineer of Bridges, the Engineer of Tests, shall be considered to read the Engineer.

All references to the State, the State of Kentucky, the Cabinet, or the Transportation Cabinet shall be considered to read the Owner.

EXAMINATION OF PLANS, SPECIFICATIONS, GENERAL PROVISIONS AND SITE

The Bidder is expected to examine carefully the site of the proposed Work, the proposal, plans, specifications, contract documents, general provisions, and addenda, before submitting a proposal. The submission of a bid shall be considered evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the plans, specifications, general conditions, special provisions, addenda and Contract.

Subject to public safety and convenience, prospective Bidders will be permitted to explore the site of the Work by boring or test pits, permits for which will be issued by the Engineer. Explorations shall be at the sole risk and expense to the Bidder and under conditions of safety, maintaining traffic, and restoring all areas disturbed by any and all explorations to conditions equal to, or better than, the condition prior to exploration.

The Owner does not make any representation of soil or foundation conditions or materials, nor does it represent that drawings may not be modified to meet changes in soil conditions encountered as the Work progresses. The Contractor must inspect the site of the proposed Work and must assume all risk as to the nature and behavior of the material which may be encountered in excavation, whether apparent on the surface or disclosed only in the course of the Work.

INTERPRETATION OF QUANTITIES IN PROPOSAL

The quantities appearing in the proposal are approximate only and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of Work performed and accepted or materials furnished and accepted in accordance with the Contract except for lump sum contracts and except for lump sum items in unit price contracts. The scheduled quantities of Work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

"OR APPROVED EQUAL" ITEMS

In the preparation of these documents and plans, several proprietary products may have been specified. In all such cases, it is to be understood that the Contractor may offer a substitute for the specified product, as indicated by "Or Approved Equal". However, the Contractor must be aware that, before commencement of construction, he must provide information to the Engineer concerning the substituted product , and that the Engineer must approve in writing the offered product as being equal to the specified product before use or incorporation in the Work.

Unless otherwise modified by the Engineer, proprietary products are to be installed and/or constructed in strict compliance with the pertinent manufacturer's specifications.

ADDENDA

The Contractor shall notify the Engineer promptly of any discrepancies in, or omissions from the Contract Documents. The Engineer will issue a clarifying addendum to each person on record as having received a set of Contract Documents. The Owner will not be responsible for oral instruction or information. Questions received less than five (5) days prior to bid date cannot be answered. Any Addenda issued during the bidding period are to be included in the Proposal and shall become a part thereof.

GENERAL CONDITIONS

The successful Bidder/Contractor shall be responsible for all site operations related to the Work as shown and described in the Specifications, Plans and related General Provisions, and shall meet all requirements of these Instructions, General Provisions, and Specifications. All Work shall be completed in compliance with these Instructions, the General Provisions, Specifications, Plans and other Contract Documents.

BIDDERS QUALIFICATIONS

The Owner requires that the Bidder furnish satisfactory evidence that he has the necessary resources to fulfill the conditions of the Contract and the Specifications. Bidder must be prequalified with the Kentucky Transportation Cabinet (KYTC) for the following work items: Culvert Repair (I15) and/or Bridges Not More than 70 ft. Clear Span (E1). Each Bidder shall submit with their Bid Packet, a statement of the Bidder's qualifications. Each Bidder must furnish satisfactory evidence that it is operating a business of a type that can meet the Specifications for the Work and that it has operated such business for at least the last two (2) years. Only Bidders who have sufficient experience; ample equipment and personnel; adequate financial resources or the ability to obtain such resources as required during the performance of the Contract; who are able to comply with the required performance schedule for the Work; who have a satisfactory record of integrity; who have a satisfactory record of performance (Bidders who are delinquent in current contract performance, when the number and the extent of the delinquencies of each are considered, shall be presumed to be unable to fulfill this requirement, in the absence of evidence to the contrary or circumstances properly explained); and who are otherwise qualified and eligible to receive an award under applicable Kentucky laws and regulations, shall be considered.

The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract, and the Bidder shall furnish to the Owner all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

The Owner requires that the Bidder furnish a list of references of **all** persons, corporations, political subdivisions or firms for whom the Bidder has done the type of Work required for this Project within the last two (2) years.

SUBCONTRACTS

The Bidder shall submit, with his bid, a complete list of the names and addresses of any subcontractors he contemplates for use on the Project. In addition, the Owner requires that the Bidder furnish a list of subcontractor references of all persons, corporations, political subdivisions or firms for whom the proposed subcontractor has done the type of Work proposed under contract between the Contractor and the subcontractor within the last two (2) years.

The subcontractor must be acceptable to the Owner and approved by the Owner, in writing, prior to the execution of the Contract. Although such approval shall not be arbitrarily withheld, subcontractors that have proven unsatisfactory in the past or do not have adequate manpower or resources to perform the Work will not be accepted. Only subcontractors who have sufficient experience; ample equipment and personnel; adequate financial resources or the ability to obtain such resources; who are able to comply with the required performance schedule for the Work; who have a satisfactory record of integrity; who have a satisfactory record or performance (Bidders who are delinquent in current contract performance, when the number and the extent of the delinquencies of each are considered, shall presumed to be unable to fulfill this requirement, in the absence of evidence to the contrary or circumstances properly explained); and who are otherwise qualified and eligible to receive an award under applicable Kentucky laws and regulations, shall be considered.

The subcontractor must submit a non-collusion affidavit prior to the execution of the Contract.

Approval of the proposed subcontractor(s) will not be given by the Owner unless and until the above requirements are met. Although the Bidder is not required to submit the required Subcontractor forms, filled out by any proposed subcontractors, with its bid, the Bidder is hereby advised of these requirements so that appropriate action can be taken to prevent subsequent delays in subcontract awards and/or the execution of the Contract.

After the Subcontractors have been approved and the Contract signed, no changes in the subcontractors shall be made without the prior written approval of the Owner.

BID GUARANTY

In accordance with Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction Section 102.09, and in order to assure that if the Bidder's bid is accepted that it will enter into the Contract with the Owner, each bid must be accompanied by a Bid Guaranty in the form of either:

1. A Bond for 10% percent of the bid, in the form of a Bid Guaranty Bond, acknowledged by the Bidder, as principal, and by a surety company qualified to do business in the State of Kentucky, and satisfactory to the Owner as surety; or
2. A cashier's check or certified check issued by a responsible bank or trust company, and made payable to the order of the Owner, in the sum of at least ten percent (10%) of the Bid.

The Bid Guaranty shall be enclosed in the sealed envelope containing the Bid.

If the bidder chooses to submit a Bid Guaranty Bond, the bond shall be in form prescribed by KYTC Standard Specifications for Road and Bridge Construction Section 103.05. The Bond must be signed by an authorized agent of an acceptable surety bonding company and by the Bidder. The bond must be countersigned by a resident agent of the bonding company and its corporate seals must be affixed to all copies. ***The name and address of both the surety and***

surety's agent must appear on the bond. Bid Guaranty must be supported by credentials showing the Power of Attorney of the surety's agent.

Bid guaranties (cashier's check or certified check) will be returned to unsuccessful Bidders within fifteen (15) days of the execution of the Contract with the successful Bidder.

Once the bid is awarded pursuant to the Notice of Award, the Contractor will be required to execute the Contract with the Owner within ten (10) days of its receipt of said Notice. Execution of the Contract shall require the submittal of a Performance Bond (unless the Bidder has already submitted a Bid Guaranty Bond), proof of insurance, and other documents, as outlined below. Executed copies of the bond and insurance certificates are required for each set of Contract Documents. If the Contractor fails to execute the Contract within the required time, the Contractor's Bid Guaranty may be forfeited to the Owner, not as a penalty, but as liquidated damages, in accordance with the terms of the Bid Guaranty. The Project may then be rebid or awarded to the next lowest and best bidder, as the Owner determines at its own discretion.

PREPARATION OF PROPOSAL

The Bidder shall submit their Proposal upon the forms furnished by the Owner. All blank spaces for bid prices must be filled in, in words or figures, and shall be written in ink or typewritten. The Bidder shall initialize any corrections or changes in the Proposal.

The Bidder's Proposal must be signed in ink by the individual, by one or more members of the partnership, or by one or more officers of a corporation, or by an agent of the Bidder legally qualified and acceptable to the Owner. If the Proposal is made by an individual, his name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; by a corporation, the name of the state under the laws of which the corporation is chartered and the name and title of the officer or officers having authority under the bylaws to sign contracts, the name of the corporation and the business address of its corporate officials must be shown.

A foreign corporation submitting a Proposal must comply with the laws of doing business in the State of Kentucky, if its Proposal or any part thereof is accepted.

To be considered responsive, each bid shall consist of the following, fully executed:

1. Bidder Information Sheet
2. Bid Proposal
3. Bid Guaranty and Contract Bond
4. Acknowledgement of Addenda, if applicable
5. Days for Completion
6. Certificate as to Interest
7. Statement of Bidder's Qualifications and References, if applicable
8. List of Subcontractors Names and Addresses, if applicable

The Bidder's attention is directed to all applicable Federal, State, and local laws, and the rules and regulations of all authorities and agencies having jurisdiction over the Work. All such laws, rules, and regulations shall apply to the Contract and every aspect of the Work and shall be deemed included as a part of the Contract as if the same were fully written therein.

The attention of Bidders is especially directed to the following:

1. Federal and Civil Rights Law regulating Equal Opportunity Employment
2. Bid Guaranty and Contract Bond requirements
3. Statutory requirements of the State of Kentucky relative to licensing of corporations organized under the laws of any other state
4. Federal or State of Kentucky Prevailing Wage Law

The price or prices shown on the proposal shall include all costs associated with the Work (including labor), shall be the actual price(s) to be paid by the Owner, and shall include all discounts, allowances, etc. Each Bidder shall bid on each item listed in the Proposal

Where a discrepancy appears between the sum shown in the "Total" column and the correct product of the sums appearing in the "Estimated Quantity" and "Unit Price" columns, the correct product of the sums appearing in the "Estimated Quantity" and "Unit Price" columns shall control.

DATE FOR COMPLETION

The Bidder shall state in his Proposal, in the space provided, the number of calendar days which he will require, after signing the Contract to complete all items of the construction as specified herein. In no instance shall the amount of time be longer than the maximum set by the Owner herein. The agreed time of completion shall be written into the Contract when it is executed.

It is the intent and requirements of the owner that the proposed Work shall be installed and operational no later than **WEDNESDAY, OCTOBER 2, 2019**.

DELIVERY OF PROPOSALS

The total Contract Documents and Specifications book shall be placed, together the required completed forms, in a sealed envelope addressed to the Campbell County Road Department and have project, bid opening date and time. Proposals will be received until the hour and date set for the opening thereof and must be in the hands of the Owner's appointed representative by such time. Proposals received after the time indicated for the opening of bids will be returned to the Bidder unopened.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

No bid may be withdrawn, once the bid has been deposited with the Owner, except in accordance with Kentucky Standard Specifications for Road and Bridge Construction, Section 102.11. Likewise, modifications to a bid, once submitted, shall not be accepted.

PUBLIC OPENING OF PROPOSALS

Proposals will be opened and read loud publicly at the time and place designated in the Legal Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.

DISQUALIFICATION OF BIDS

Any bid submitted unsealed or unsigned, or any bid deemed unresponsive will be disqualified and returned to the Bidder. Bids submitted without a Bid Guaranty or an invalid Guaranty will be disqualified and will be returned to the Bidder.

NON-RESPONSIVE PROPOSALS

Proposals may be considered non-responsive and may be rejected for the following reasons:

1. If the Proposal is on a form other than that furnished by the Owner of if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, conditions, or irregularities of any kind which may tend to make the Proposal incomplete, indefinite or ambiguous as to its meaning.
3. If the Bidder adds any provisions reserving the right to accept or reject the Award or to enter into the Contract pursuant to the Award. This does not exclude a bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one bid letting, provided that any selection of awards will be made by the Owner.

RIGHTS RESERVED BY THE OWNER

The Owner reserves the right to review and evaluate all bids for a period of sixty (60) days.

The Owner reserves the right to reject any and all bids, to waive any discrepancies or irregularities in the bidding, and to determine, in its own discretion, which Proposal is the best bid. Lowest bid, while a major consideration, will not exclusively govern the Bid Award. The Bid Award shall be made from all considerations, including costs and the responsibility of the Bidder.

The Owner reserves the right to reject the bid of any Bidder who has previously failed to perform properly or complete on time contracts of similar nature; who is not in a position to perform the

Contract; or who has habitually, and without just cause, neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materialmen or employees.

In addition to the above-mentioned items, the Owner will also consider the following in determining the best bid: that the Bidder maintains a permanent place of business; has adequate equipment to do the Work properly and expeditiously; has suitable financial status to meet the obligations incidental to the Work; and has the necessary experience.

The Owner reserves the right to award or delete any or all items or combination of items.

MATERIAL GUARANTY

Before the Contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition and manufacturer of any or all materials to be used in the construction of the Work together with samples, of which said samples may be subjected to any tests the Owner, in its sole discretion, deems appropriate to determine their quality and fitness for the Work.

NOTICE OF AWARD

The award of the Contract, if it be awarded, will be made to the best overall Bidder whose Proposal complies with all the requirements prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the Bidder to whom it is proposed to award the Contract. The successful Bidder will be notified by letter, mailed to the address shown on his Proposal that his bid has been accepted and that he has been awarded the Contract.

DOCUMENTS REQUIRED PRIOR TO SIGNING OF CONTRACT

Immediately upon the award of the bid and prior to the signing of the Contract, the Contractor shall furnish to the Owner:

1. Kentucky Workers' Compensation Certificate.
2. Credentials showing the Power of Attorney of the Agent of the Surety
3. A Certificate of Compliance issued by the Division of Insurance showing the right of the bonding company to do business in the State of Kentucky.
4. A Certificate of Insurance with coverage as specified in these Instructions, covering the period of time the Work will be in progress.
5. Listing of selected subcontractor(s) for Owner approval, in accordance with the second paragraph under "Subcontracts" of these Instructions.

CONTRACT GUARANTY

If the Contractor submitted a Bid Guaranty Bond in the form prescribed by the KTC Standard Specifications for Road and Bridge Construction Section 102.09 for the full amount of its bid, the same shall be retained by the Owner as the Contractor's Performance Bond.

If the Contractor submitted a cashier's check, certified check or letter of credit, the Contractor, at the time the Contract is entered into, shall furnish a Performance Bond, in the form prescribed by KTC Standard Specifications for Road and Bridge Construction Section 102.09, payable to the Owner, for the total amount of the Contract. Said Bond shall be duly executed by the Contractor, as principal, and by a surety company qualified to do business under the laws of the State of Kentucky and satisfactory to the Owner, as surety, for the faithful performance of the Contract and payment for labor and materials. The Bond must be signed by an Authorized Agent of an acceptable surety bonding company and by the Contractor. The Performance Bond must be countersigned by a resident agent of the bonding company and its corporate seals must be affixed to all copies. The name and address of both the surety and surety's agent must appear on Bond, and it must be supported by credentials showing the Power of Attorney of the surety's agent.

The premiums of such Bonds shall be paid by the Contractor.

If the Contractor fails to perform under the Contract, the Performance Bond may be forfeited by the Contractor to the Owner, in accordance with the termination provisions contained herein.

GENERAL PROVISIONS

QUANTITIES

The Owner reserves the right to delete quantities of either labor or materials or both, from the Contract, as deemed necessary by the Owner, to meet any funding restrictions for the Work.

SUBCONTRACTORS

The Contractor may utilize subcontractors, subject to the following:

1. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or his rights, title or interest in or to the same or any part thereof, without the written consent of the Owner. Such consent shall not release or relieve the Contractor or his Surety form any obligation or liability under the Contract. In no case will the Contractor be permitted to sublet more than fifty percent (50%) of the total Contract cost.
2. The Contractor shall not award subcontracts to any subcontractor without prior written approval of the Owner.
3. The Contractor shall be fully responsible for the acts or omissions of any of its subcontractors. Nothing contained in the Contract or the Contract Documents shall create any contractual relationship between the Owner and any subcontractors.
4. The Contractor shall cause appropriate provisions to be inserted in all subcontracts that bind the subcontractor to the Contractor under the same terms of any provisions of the Contract Documents that are applicable to the Work of the subcontractor, and that give the Contractor the right to terminate the subcontractor for any violation of those provisions by the subcontractor.

INSURANCE

The Contractor shall not commence Work under the Contract until it has obtained all insurance required under this paragraph. The policies shall also protect the Owner, its officers, agents, and employees as additional insured, and shall be in a form approved by the Owner. Certified copies of the insurance policies, fully executed by officers of the insurance company, shall be submitted with the executed Contract and must be submitted before the Notice to Proceed will be sent. Coverage will be provided through insurance companies licensed to do business in the State of Kentucky.

During the term of the Contract, the Contractor will agree to provide evidence of insurance in the amounts stated below. The Contractor may also be required to submit the original insurance policies for inspection and approval of the Owner before Work is commenced. Said policies shall provide that they cannot be cancelled, permitted to expire, or be changed without fifteen

(15) days advanced written notice to the Owner. The Contractor shall provide all insurance required by this Contract.

Required Insurance: The Contractor shall take out, and maintain during the life of the Contract, Comprehensive General Liability Insurance, Automobile Liability Insurance and an Excess Liability Umbrella Form. Such policies shall protect the Contractor and the Owner from any and all claims or damages for bodily injury, including accidental death, as well as any and all claims for property damage, during the performance of any and all Work under the Contract, whether such performance be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by either of them or in any such manner as would impose liability on the Owner. The **minimum** required limits for each type of policy are as follows:

A.	Comprehensive General Liability:		
	(1)	General Aggregate	$1,000,000
	(2)	Bodily Injury/Wrongful Death	$1,000,000 per person
			$1,000,000 per occurrence
			$2,000,000 aggregate liability
	(3)	Property Damage*	$1,000,000 per occurrence
			$2,000,000 aggregate liability
B.	Comprehensive Automobile Liability:		
	(1)	Bodily Injury/Wrongful Death	$1,000,000 per occurrence
			$1,000,000 aggregate liability
	(2)	Property Damage*	$1,000,000 per occurrence
			$1,000,000 aggregate liability

*Including any damage caused by blasting or underground excavation.

C.	Excess Liability Umbrella Form:		
	(1)	General Aggregate	$3,000,000
	(2)	Each Occurrence	$1,000,000

Owner's Protective Liability Insurance: The Contractor shall take out, and maintain during the life of the Contract, an Owner's Protective Liability Insurance policy in the name of the Owner. The primary insurance policy shall not be less than a minimum combined single limit of $1,000,000. In addition, a $1,000,000 excess policy will be required. The policy shall protect the Owner from any claims or damages that may arise out of or result from the performance of any Work or from any operations, either directly or indirectly, by the Contractor or its subcontractors under the Contract.

Subcontractor's Insurance: The Contractor shall require subcontractors not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and kind and in the same amounts as required of the Contractor.

Workers' Compensation Insurance: Before any Work is commenced, the Contractor shall take out, and maintain during the life of the Contract, Workers' Compensation Insurance for all of its employees, in accordance with the laws of the State of Kentucky. In case any Work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in Work under this Contract is not protected under the Workers' Compensation statute, the Contractor shall provide Employee Liability Insurance for any such employees, and shall provide or cause each subcontractor to provide the same.

ANTIDISCRIMINATION CLAUSE

The Contractor hereby agrees to the following:

1. That in the hiring of employees for the performance of the Work under this Contract or any subcontract, neither the Contractor nor any subcontractor, nor any persons acting on behalf of the same, will discriminate against any citizen in the employment of or laborers or workers who are qualified and available to perform the Work, for reasons of race, creed, color, national origin, religion, age, sex, handicap, or familial status; and,

2. That neither the Contractor nor any subcontractors, nor any persons acting on behalf of the same, shall in any manner discriminate or intimidate any employee hired for the performance of the Work on account of race, creed, color, national origin, religion, age, sex, handicap, or familial status.

PRECONSTRUCTION CONFERENCE AND PARTNERING

A preconstruction conference with the Owner will be required of the successful Bidder/Contractor. Said conference will be held for the purpose of reviewing the Specifications, Plans, and execution of the Work. The Engineer will arrange the meeting between the Contractor, the Owner, and representatives of the utility companies, and all parties shall be notified of the time, date, and location of the conference by the Engineer. The Agenda for the conference shall include, as a minimum, the following items:

1. Status of Contract and Notice to Proceed
2. Utility company requirements, BUD notification
3. Designation of emergency 24-hour Contractor contacts
4. Discussion of critical items
5. Required permits.
6. Notice to property owners
7. Maintenance of Traffic
8. Review of testing requirements and inspection procedures
9. Operations schedule and completion date
10. Listing of haul roads

11. Confirmation of subcontractors and suppliers
12. Review of the Change Order process
13. Payment Request submittal procedures
14. Payroll submittal procedure

HAUL ROADS

The Contractor shall also provide at the preconstruction conference, a list of the local roads to be used for the purpose of hauling equipment and/or material to or from the Project site. Only the local roads in the vicinity of the Project have to be listed; state and/or Federal roads do not have to be included. Where necessary, the list shall include the extent of the roads to be affected and any special restrictions, such as height or weight restrictions, which may be applicable. Construction shall not commence until the Owner has reviewed the haul roads list and approved the same. The submission of the list and approval of the same do not relieve the Contractor the responsibility for conforming to and obeying all applicable height and weight restriction on the haul roads, nor from responsibility for any damages done to, on or along said haul roads. The Contractor is referred KTC Standards and Specifications for Road and Bridge Construction Section 105.10 concerning restrictions.

PERMITS

The Contractor will be required to obtain all permits necessary in connection with the Work. All permits shall be subject to the inspection of the Owner.

OPERATIONS/PROGRESS SCHEDULE AND COORDINATION

At the preconstruction meeting, the Contractor shall submit to the Engineer a schedule showing the method and manner which the Contractor proposes to pursue so as to complete the proposed Work in such a manner that it will be ready for final acceptance within the time stated in the Proposal. Said schedule will show location, sequence, equipment, manpower, and estimated calendar days to complete each segment of Work required. Upon approval by the Engineer of the starting point of the various phases of the construction, the method and manner of performing the Work and the sequence of operations shall not be altered except with the approval of the Owner. Changes to said schedule are to be issued in writing and approved by the Engineer and Owner before operations are changed or rescheduled.

The Contractor shall use all practical means to make the progress of the Work conform to that shown on the progress schedule which is in effect. No payment will be made to the Contractor while he is delinquent in the submission of a progress schedule. Should the prosecution of the Work, for any reason, be discontinued, the Contractor shall notify the Owner at least twenty-four (24) hours in advance of resuming operations.

COORDINATION OF SPECIFICATIONS, PLANS, AND GENERAL PROVISIONS

The specifications, the supplemental specifications, the plans, general provisions, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary to each other and to describe and provide for a complete project. In case of discrepancy, calculated dimensions will govern over scaled dimensions, plans will govern over specifications, proposals and special provisions will govern over both specifications and plans.

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications. See "Extra Work" and "Modification of Contract or Change Orders".

All items salvaged as part of this Contract shall be removed by the Contractor without damage as excavation and work progresses, and placed within the right-of-way where they may be conveniently picked up by the Owner's forces. Old materials not reserved by the Owner and not being used in the work will become property of and must be disposed of by the Contractor.

PLANS

If applicable, the plans illustrate the general character and scope of the Work covered by the Specifications and Contract Documents. Additional detailed drawings and other information deemed necessary by the Engineer will be furnished to the Contractor when and as required by the Work. Shop drawings, when approved by the Engineer, shall govern all details of the Work and shall take precedence over all other drawings. Figured dimensions on drawings shall take precedence over general drawings and shall be considered as explanatory and not as indicating extra work.

NOTICE TO PROCEED

Once the Contract has been entered into and the preconstruction conference held, the Owner will provide the Contractor a Notice to Proceed. Said Notice shall state the beginning date the Contractor shall commence the Work and the date by which the Work is to be completed.

CONSTRUCTION LAYOUT STAKES

Construction stake out shall be provided by the Contractor as required to construct the project in accordance with the lines and grades established in the plans. The cost of this item shall be incidental to the Contract.

SAFETY STANDARD AND ACCIDENT PREVENTION

With respect to all Work performed under the Contract, the Contractor shall comply with all safety standard provisions of (1) all applicable building and construction codes; (2) the *Manual of Accident Prevention in Construction*, published by the Associated General Contractors of America; (3) the requirements of the Occupational Safety & Health Act, and the requirements of Title 29 of the Code of Federal Regulations, Chapter 15.

The Contractor shall maintain at the job site all medical items and equipment necessary for administering first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or doctor's care of all persons injured on the job site. In no case shall the - Contractor permit any employee to work at the job site before it has made arrangements for the immediate removal of injured persons to a hospital or doctor's care.

The Contractor shall at all times exercise every precaution for the protection of persons, including its employees, and property, and shall guard against creating any unnecessarily hazardous conditions. This protection shall include, but is not limited to, sheeting and shoring, barricades, and warning lights as needed.

The Contractor shall be responsible for all accidents arising out of or connected with its performance under the Contract and Contract Documents, and shall indemnify and hold harmless the Owner and the Engineer from all liability, costs, suits, claims or actions brought against it for any injury or alleged injury to any person or property. All loss or damage to the Work arising from fire, floods, storms or other natural causes, or from any detention, obstruction or difficulties which may be encountered in the prosecution of the Work shall be borne by the Contractor.

No blasting of any kind will be permitted on this Project.

COOPERATION BY CONTRACTOR

The Contractor will be supplied with three (3) copies of the specifications and three (3) sets of approved plans and contract assemblies including special provisions, one (1) set of which the Contractor shall keep available on the Work site at all times.

The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof. He shall cooperate with the Engineer, his inspectors, and all other Contractors of any agency in every way possible.

COOPERATION BETWEEN CONTRACTORS

The Contractor shall coordinate his work with other Contractors within or adjacent to the Project area. All completed Work shall meet the line and grade of other work in an acceptable manner.

WARRANTY

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations, to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

CONTROL OF MATERIAL

The materials used on the Work shall meet all requirements of the Contract. In order to expedite the inspection and testing of materials, the Contractor shall notify the Engineer of his proposed sources prior to delivery. **All materials supplied shall meet KYTC requirements or as otherwise specified in these Contract Documents**.

Unless otherwise specified, all materials shall be new, and both workmanship and material shall be of proper quality and sufficient for the purpose contemplated. The Contractor shall furnish, if requested by the Owner or Engineer, satisfactory evidence as to type and quality of materials and workmanship.

All items of equipment and/or material proposed by the Contractor for substitutions must be pre-approved by the Engineer, in writing, and shall be equal or superior to the items specified in the Contract Documents. If substitutions proposed by the Contractor for a specified item requires engineering revisions, the total expense of said revisions shall be paid by the Contractor.

Any items of labor or materials required, but not shown as a separate pay item in the Proposal, shall be furnished and installed as incidental to the Contract, except as noted in the plans and specifications.

STORAGE OF MATERIALS

The Contractor shall obtain prior written approval from the Owner for any locations proposed for use for the temporary storage of construction materials, tools and/or equipment. All such materials shall be neatly and compactly maintained in a manner as to cause the least inconvenience to adjacent property owners and to traffic. Under no circumstances shall existing drainage courses be blocked or water hydrants, valves, or meter pits covered in storing materials. All materials stored upon public thoroughfares must be provided with warning lights and reflective striping at nighttime and on weekends in a manner to alert traffic of such obstructions.

Private property shall not be used for storage purposed without written permission of the owner or lessee, and if requested by the Engineer, copies of such written permission shall be furnished him.

Any additional space required must be provided by the Contractor at their expense.

TESTING

In addition to material testing by the supplier, on-site material and soil testing will be required to insure the work meets the specifications established as part of this project. The Contractor shall bear the cost of and provide all required materials, labor, apparatus, services and facilities in connection therewith.

All testing shall be done in the presence of the Engineer by an approved testing laboratory and one copy of the test shall be sent directly to him.

When questions arise as to whether the requirements of the Contract have been fulfilled, the Owner shall engage an independent testing laboratory to perform any tests necessary to establish the acceptability of the work.

Should such additional tests show in the judgment of the Owner the work or materials to be defective or otherwise not meeting the requirements of the Contract, the Contractor shall, immediately upon notification by the Owner, remove, replace or reconstruct same, as the case may require and shall if directed by the Owner, make such further tests as may be necessary to determine fulfillment of the Contract requirements. The cost of all re-tests shall be deducted from the Contractor's fee for said work.

All tests shall be made under the supervision and direction of the Owner or Engineer except those required by a public authority shall be under the supervision and direction of such authority.

TESTING REQUIREMENTS

Minimum testing requirements shall be as follows:

Soil Testing: Excavation and embankment construction shall be constructed in accordance with the Kentucky Standard Specification for Road and Bridge Construction Item 204, 205 206 and 207. The testing agency shall test all embankments per the Kentucky Standard Specification for Road and Bridge Construction Item 206.03.03.

Subgrade shall be prepared in accordance with the Kentucky Standard Specification for Road and Bridge Construction Item 207. The testing agency shall test all subgrade per the Kentucky Standard Specification for Road and Bridge Construction Item 207.03.03.

Flexible Pavement: The testing agency shall provide quality control testing of asphalt mixes per the Kentucky Standard Specification for Road and Bridge Construction Item 402.03. At the Owner's request, field density testing may be required for asphalt courses in excess of 500 cubic yards.

Portland Cement Concrete: All portland cement concrete work shall be tested by an independent testing laboratory. The independent testing laboratory shall secure a random sample from each 50 yards of concrete delivered to the job site. A minimum of one sample shall be made each day that concrete work is performed. One sample consists of four specimens. Four specimens shall be molded by the testing laboratory and cured from each sample, in accordance with ASTM C 172. Cylinders shall then be tested in accordance with ASTM C39. One (1) specimen shall be tested at 7 days for information, and two (2) specimens shall be tested at 28 days for acceptance. The acceptance test results shall be the average strength of the two specimens tested at 28 days. The fourth cylinder shall be tested at 56 days only if the 28-day test results do not meet specifications.

Using ASTM C 143, the testing agency shall determine the slump of the concrete for each sample, and also whenever the consistency of the concrete appears to vary. The agency shall also determine the air content of the concrete for each sample, in accordance with either ASTM C 231, ASTM C 173, or ASTM C 138.

The agency shall report all test and inspection results to the Engineer, Contractor, and concrete supplier in writing one working day after the work is performed. All test reports shall include the exact location in the work at which the batch represented by a sample was deposited. Reports of strength tests shall include detailed information on storage and curing of specimens prior to testing.

All concrete work not meeting the specifications as listed in Items 501, 502, 505, 506 and 601 shall be removed immediately and replaced in an acceptable manner with no additional compensation to the Contractor, unless provisions for an extended guarantee are provided herein.

SANITARY MEASURES

The Contractor shall construct and maintain sanitary conveniences for use by its employees at the site of the Work. Such conveniences shall be of sufficient number and shall be placed in locations approved by the Engineer. The Contractor shall require all employees and persons connected with the Work to use said conveniences, and any employee or person who violates this rule shall not again be employed at the site of the Work by the Contractor. Such conveniences shall be in compliance with all State and local health department regulations, and the Contractor shall promptly and fully comply with all health department orders and regulations regarding said conveniences.

PUBLIC CONVENIENCE AND SAFETY

The Contractor shall at all times so conduct his work as to assure the least possible obstruction to traffic. The safety and convenience of the general public and the residents along the highway and the protection of persons and property shall be provided for by the Contractor as specified under subsection Maintenance of Traffic.

The Contractor shall provide and maintain safeguards, safety devices and protective equipment and take any other needed actions as may be necessary to protect the public and property in connection with the work. The Contractor shall notify the Chiefs of the Police Department and Fire Department of the temporary blocking of any street.

The presence of barricades, lights or other traffic control devices provided and maintained by any party other than the Contractor, shall not relieve the Contractor of this responsibility.

MAINTENANCE OF TRAFFIC

When construction interferes with the normal use of the highway, temporary traffic facilities shall be provided. For local traffic, vehicular ingress and egress shall be provided at all times for the property adjacent to the work. For through traffic, the traffic will be maintained through all portions of the project unless the Owner authorizes the closure of portions of the highway. See Structural Drawings for additional Maintenance of Traffic instructions.

PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be responsible for the preservation of all public and private property. The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

Dust nuisance originating from any work shall be controlled by the Contractor at the sole expense of the Contractor.

When and where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at his own expense, such property to a condition equal or better to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

When mailboxes, road or street name signs and supports interfere with construction, the Contractor shall remove and erect them in a temporary location during construction in a manner satisfactory to and as directed by the Engineer. After completion of the construction and before final acceptance of the project, the Contractor shall erect the mailboxes, road or street name signs and supports in a

permanent location in accordance with the plans unless otherwise directed by the Engineer. This shall be considered a subsidiary obligation of the Contractor under the affected items. The Contractor shall cooperate with the Engineer in protecting and preserving cornerstones and monuments that are within the work area. Monuments, cornerstones and land markers unexpectedly encountered shall be protected, referenced and preserved in the same manner.

CLEAN-UP DURING CONSTRUCTION

The Contractor shall at all times maintain the job site and working areas in an orderly condition, reasonably clean and free of accumulations of dirt and debris. If the Contractor fails to maintain the job site and working area in a satisfactory condition, the Owner shall have the right to employ others to do so at the Contractor's expense, commencing 24 hours after the Contractor has been notified that the job site and/or working areas require clean-up.

FINAL CLEAN-UP

As soon as portions of the work are ready for use, they shall be thoroughly cleaned by the Contractor of all dirt and rubbish, and cleared of all materials, forms, falsework, temporary structures and equipment.

The Contractor shall also clean out all sewer drains, inlets, manholes, and other underground lines and structures affected by his work and restore all disturbed areas to their original or better condition.

FINAL INSPECTION

When the work has been entirely completed and final cleanup has been performed, the Engineer will inspect the improvement. If items remain which must be completed or remedied by the Contractor, he shall perform the work immediately upon being notified by the Engineer. When such items have been corrected by the Contractor, final inspection will be made. The work must pass final inspection before it will be accepted by the Owner.

UTILITIES

Any utility, such as telephone, electricity or water, required by the Contractor for the performance of the Work shall be the responsibility of the Contractor, who shall be responsible for the cost of the same.

SEWAGE, SURFACE, AND FLOOD FLOWS

The Contractor shall furnish all the necessary equipment, shall take all necessary precautions, and shall assume the entire cost of handling and properly disposing of any sewage, seepage, storm, surface, flood or underground flows which may be encountered at any time during the

performance of the Work. The manner of providing for these flows shall meet with the approval of the Engineer, and the entire cost of same shall be included in the unit prices stipulated for the various items of the Work. As applicable, all work must comply with the municipality or County storm water regulations.

USE OF EXISTING FACILITIES

The Owner, upon written notice to and with the approval of the Contractor, shall have the right to connect any sewers, conduit, or pipeline with any existing similar facilities or appurtenances, or to grant permits to make connections therewith at any time before the Work is completed. The Contractor shall not interfere with any such connections and no extra compensation shall be made to the Contractor on account thereof. The performance of the Work shall be planned in such a manner as to allow the use of all existing facilities during the construction period.

UNDERGROUND UTILITY FACILITIES/COOPERATION WITH UTILITIES

The Owner will notify all utility companies, all pipeline owners, or other parties affected and endeavor to have all necessary adjustments of the public or private utility fixtures, pipelines, and other appurtenances within or adjacent to the limits of construction made as soon as practicable.

Within ten (10) days of the award of the Contract, the Owner shall notify all utilities of the name, address, and phone number of the Contractor. The Contractor shall notify the Registered Underground Utility Protection Service and nonmember owners of the starting date at least two (2) working days prior to starting the Work. The utility shall mark, stake, or otherwise designate the location of the underground facilities within 48 hours of receiving the Contractor's notice of the starting date. The marking or locating shall be coordinated to stay approximately two (2) days ahead of the planned construction.

The identification of underground facilities, any necessary relocation thereof, and the protection of the same shall be undertaken in conformance with KTC Standards and Specifications for Road and Bridge Construction Section 107.15. At least two (2) working days prior to commencing Work in an area that may involve underground utility facilities, as shown on the plans, the Contractor shall notify the Engineer, the registered utility protection service, and the owners of the underground utility facility who are not members of the registered utility service.

The existing underground utilities are shown as accurately as possible on the plans, based on the information available. The Owner and/or Engineer do not assume any liability for location of underground service lines. Any utility services damaged that were previously marked in the field shall be replaced at the Contractor's expense.

Where the plans provide for conduit to be connected to, or to cross either over or under, or close to an existing underground structure, it shall be the responsibility of the Contractor to locate the existing structure, both as to line and grade, before starting to lay the proposed conduit, in order to assure compatibility with line and grade of the conduit. Payment for all such operations shall be included in the unit price bid for the pertinent conduit item.

The Contractor shall make arrangements with the utility company if adjustments to proposed grade of existing facilities (e.g. manholes, catch basins, valves, boxes, etc.) are to be made prior to the commencement of any paving operations. This shall include utility facilities not shown on the plans but that are located within the pavement area. Work performed on utility facilities shall be in strict accordance with the specifications of the applicable utility company and shall be performed under the direction, supervision and inspection of said company.

At points where the Contractor's operations are adjacent to properties of telephone and power companies, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The Contractor shall cooperate with the owner of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption to underground or overhead utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall immediately alert the occupants of nearby premises as to any emergency that the Contractor may create or discover at or near such premises. The Contractor shall then notify the Engineer and the owner or operator of the utility facility of the disruption and shall cooperate with said utility owner or operator in the restoration of service. If water service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that the roadway or structures are kept in satisfactory condition at all times.

In the case of a contract for the placing of a pavement course upon other pavement courses or a subgrade previously constructed, the Contractor shall maintain the previous pavement course or subgrade during all construction operations.

FAILURE TO MAINTAIN ROADWAY OR STRUCTURE

If the Contractor, at any time, fails to comply with the provisions of the above-reference section, the Engineer will immediately notify the Contractor of such non-compliance. If the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the Engineer may immediately proceed to maintain the Project and the entire cost of this maintenance will be deducted from monies due or to become due to the Contractor on his Contract.

PROTECTION OF EXISTING STRUCTURES

It shall be the responsibility of the Contractor to perform the Work in such a manner as not to damage or destroy any existing feature which is not marked for replacement or removal. The Contractor shall, at its own expense, protect and maintain any bridges, curbs, gutters, sidewalks, roadways, or any other private or public structures that may be endangered in the prosecution of the Work. The Contractor shall also exercise due care during the Work so as not to destroy any trees, plants, shrubs, or structures not specifically marked for removal or relocation within the area of the Project site. The Contractor hereby agrees to repair and make good any damages caused to any such property by reason of its prosecution of the Work.

In some instances, the Contractor will be required to excavate under and around existing utilities. The Contractor shall exercise extreme care so as not to damage the utility during the Work.

The Contractor shall schedule his operations so that the improved areas have had sufficient time to cure, set and/or harden before the area is opened to traffic or other use. The Contractor shall be responsible for the immediate repair of all improved areas if damage is done by traffic or other use. The Contractor shall also be responsible for the immediate rectification of problems created in areas outside of the improved areas, which are attributable to the failure of the improved area, such as, but not limited to, the tracking of materials into unimproved areas.

The Contractor shall be responsible for the protection of areas outside of the limits of the designated Project site, but which are adjacent to those limits. This will include those areas used by construction traffic for access to and from the Project site. Where the Engineer and/or the Owner determine that he Contractor's operations have been responsible for damage to areas outside of the Project site limits, the Contractor shall be responsible for the repair of the area, subject to the approval of the Engineer. No additional compensation will be due the Contractor for any such repairs.

CONSTRUCTION VIDEOS AND PHOTOGRAPHS

Contractor shall document existing site conditions, progress of the work and the completed project through the use of videos and photographs. Videos and photographs shall be taken along the length of the sewer alignment and all areas of egress to the site pre-construction, during construction and post-construction. Pictures shall be taken at all property affected by the Work and at least every 50 feet along the sewer alignment. All existing structures or facilities affected by the Work shall also have videos and photographs taken of their before and after conditions. The OWNER shall be present during the pre-construction and post construction videotaping and photograph work and shall determine the limits at each location. All photographs shall be in digital format with a time and date stamp. Photographs shall be a minimum of 2.1 mega pixels. All videos shall be one-half inch, color cassette type, VHS series and of broadcast quality.

Before starting construction, video and take photographs along the length of the sewer alignment and all areas of egress to the site as directed by OWNER. Pictures shall be taken at all property affected by the Work and at least every 50 feet along the sewer alignment. All existing

structures or facilities affected by the Work shall also have videos and photographs taken of their pre-construction conditions. The purpose of these videos and photographs is to document existing physical conditions at each site and its surrounding property.

i. Before starting work, take a minimum of two photographs to show existing conditions at and adjacent to each driveway, landscaped area, fence and any other permanent structure that could potentially be affected by construction.
ii. Provide one copy of the video and pictures to the OWNER prior to construction.
iii. CONTRACTOR shall audibly record a brief description of each video and the date and time of the recording.

E-mail digital files of each photograph to the OWNER and ENGINEER as soon as they are available. Each digital file shall be labeled with the following information:

i. Date photograph taken.
ii. Title of Project.
iii. Description of view shown in photograph.
iv. Numbered identification of exposure.

Following substantial completion of the work and after final completion photographs have been taken, burn a CD with copies of all digital photographs taken for the Work. Submit two copies of CD's. Submit two copies of each video as soon as they are available. Each video shall be labeled with the following information:

i. Date video was taken.
ii. Title of Project.
iii. Location of taping.

All work for the above shall be incidental to the Contract.

MONUMENTS AND LANDMARKS

The Contractor shall not remove, relocate or in any way damage any monuments, survey pins or landmarks without the approval of the Engineer. Any monument, survey pin or landmark so removed without approval of the Engineer may be replaced by the Owner and the expense of the survey and replacement charged to the Contractor.

The Contractor shall carefully preserve all base lines and benchmarks which have been set by the Owner or its agent. The Contractor shall be charged with the expense of resetting any base lines or benchmarks caused by the loss or disturbance of such by the Contractor.

RESTORATION OF DISTURBED AREAS

In all cases where the Work requires the restoration of areas with topsoil, seeding and mulching, the Contractor shall not seed and mulch until directed to do so by the Engineer. The Engineer

shall not so direct the Contractor until he has assured that the site is properly graded and topsoiled.

Upon completion of the seeding and mulching, the Contractor shall immediately notify the Engineer of the same. Upon receipt of notice from the Engineer that the restoration is complete, the Owner shall notify the property owners of their maintenance duties.

In cases where the Engineer determines the seeding and mulching should not be performed until after the designated completion date for the Work, the Engineer shall notify the Contractor of the same, in writing. Suspension of the seeding and mulching at the direction of the Engineer shall not count against the Contractor as a delay.

SUPERVISION OF THE WORK

The Engineer or upon the authorization of the Engineer, the Owner's Public Works Director, shall in all cases, determine the amount, quality acceptability and fitness of the kinds of labor and material, which are to be paid for under the Contract. The Owner or the Owner's agent shall determine all questions related to the Work and the performance thereof, and decide every question which may arise relative to the fulfillment of the Contract on the part of the Contractor.

The Engineer will evaluate the materials furnished and the labor to be performed under the Contract, and is authorized by the Owner to reject all labor or materials, or any part thereof, that does not comply in kind, quality, quantity, time, place or manner with the Contract or Contract Documents. The approval or acceptance or any part of the Work, or any payment on account thereof, shall not prevent the rejection of said labor or materials at any time thereafter during the term of the Contract, if said labor or materials are found to not be in accordance with the requirements of the Contract or the Contract Documents.

DEFECTIVE OR UNACCEPTABLE WORK

All materials and each part or detail of the Work shall be subject to evaluation by the Engineer. The Engineer shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor, as is required to make a complete and detailed review.

Any work done or materials used without direct observation by an authorized representative may be ordered removed and replaced at the Contractor's expense.

All work, which does not conform to the requirements of the Contract, will be considered unacceptable unless otherwise determined acceptable.

Should defective or unacceptable labor or materials be suspected, and the Engineer so require, the Contractor shall uncover, take down or make openings in the finished work for the purpose of examination at such points as the Engineer designates.

If the Work so exposed or examined is satisfactory, the cost of uncovering, taking down or making openings shall be paid by the Owner to the Contractor as a change in Work; however, should the Work thus exposed or examined be unsatisfactory, the cost of uncovering, taking down or making openings shall be borne by the Contractor.

If the exposed or examined labor or materials are found to be unacceptable or defective by the Engineer, he shall serve on the Contractor written notice of his rejection of the unsatisfactory labor or materials, his instructions for remedying the same, and a time within which the defective material or labor is to be remedied. If the Contractor neglects or refuses to remove and/or replace the defective labor or materials within the time limit given, the Owner may remedy the situation and charge the expense thereof to the Contractor. The expense so charges shall be deducted out of the monies due to the Contractor under the Contract. If the amounts still due the Contractor under the Contract are insufficient to meet the expense, the additional monies shall be paid by the Contractor, and if the Contractor refuses or neglects to pay, the monies shall be paid by his Surety or shall be deducted from its Performance/Contract Bond.

If, in the opinion of the Owner, an emergency arises that jeopardizes the continuity of water service and/or the public health, safety or welfare of the residents of the Owner, the Owner shall give notice of the emergency to the Contractor by telephone or in person. If the Contractor is unable to remedy the situation at the time it exists, the Owner reserves the right to immediately take steps to have the situation remedied. If, in the opinion of the Owner, the emergency was created through the carelessness or recklessness of the Contractor, then the Contractor and its Surety shall be liable to the Owner for all expenses incurred by the Owner in correcting the situation.

INTENT OF CONTRACT

The intent of the Contract is to provide for the construction and completion in every detail of the Work described. The Contractor shall perform all items of work covered and stipulated in the proposal and perform altered and extra work, furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the plans, specifications and terms of the Contract. Should any misunderstanding arise as to the intent or meaning of the plans, specifications, special provisions or proposal, or any discrepancy appear, the decision of the Engineer shall be final and conclusive.

MEASUREMENT OF QUANTITIES

For all contracts, except lump sum contracts, after an item of the Work is completed and before final payment is made, the Engineer will determine the quantities of various items of work performed, as the basis for final settlement. The Contractor, in case of unit price items, will be paid for the actual amount of work performed in accordance with these specifications as provided under the various items.

PLANS AND ESTIMATED QUANTITIES

The Plans and Bid Proposal quantities prepared by the Owner are intended to outline the Work to be done by the Contractor. The estimated quantities shall be used in determining the total amount of the bid and for the purpose of determining the lowest and best bid. It is understood and agreed, however, that the Plan is subject to minor changes from time to time during the progress of the Work, that the estimated quantities listed in the Proposal are approximate only, that the Contractor has no claim for damage and is not entitled to extra pay above and beyond the agreed unit prices on account of increasing or decreasing the quantities, and that in measuring the work for payment to the Contractor, the Owner shall consider only the number, length, area and solid contents of the various items of Work incorporated in the improvement in accordance with the Plans or as ordered placed by the Owner.

PRICES

The Owner will pay to the Contractor the prices herein stipulated as full compensation for everything furnished and work completed by the Contractor under the Contract, including all incidental work required but not specifically mentioned, and for any work arising from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work, as herein specified and for well and faithfully completing the work, together with remedying all defects developing during the guarantee period.

ALTERATION OF PLANS OR CHARACTER OF WORK

The Owner reserves the right to make, at any time during the progress of the Work, such increases or decreases in quantities and such alterations in details of construction as may be found to be necessary or desirable. Such increases or decreases and alterations shall not invalidate the Contract nor release the Surety, and the Contractor agrees to perform the Work as altered, as if it had been a part of the original Contract.

Unless such alterations and increases or decreases materially change the character of the work to be performed or the cost thereof, the altered work shall be paid for at the same unit prices as other parts of the Work. No claim shall be made by the Contractor for any loss of anticipated quantities and the quantities of work as done. Payments shall be in accordance with Section 109 of the KTC Standard and Specifications for Road and Bridge Construction. If, however, the character of the Work of the unit costs thereof are materially changed, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the Work, or in case no such basis has been previously agreed upon, then an allowance shall be made, either for or against the Contractor, in such amount as the Owner may determine to be fair and equitable.

Should the Contractor encounter or discover during the progress of Work, subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract, the Engineer shall be promptly notified in writing of such conditions before they are disturbed. The Engineer will thereupon promptly cause the investigation of said conditions, and if they are found to so materially differ and cause an increase or decrease in the cost of, or the time required for performance of the Contract, an equitable adjustment will be made.

Any adjustment in compensation because of a change or changes resulting from one or more of the conditions described in the previous paragraph will be made in accordance with the provisions of Extra Work. Any adjustments in Contract time because of changes will be made in accordance with the provisions in 108.07 of the Kentucky Standard Specification for Road and Bridge Construction.

EXTRA WORK

Items of work with unit prices included in the estimate of the original Contract, in an amount less than $10,000 may be authorized as Extra Work by the Engineer.

MODIFICATION OF CONTRACT OR CHANGE ORDERS

Items of Work not included in the estimate of the original Contract and additional units of items included in the estimate of the original Contract in an amount in excess of $10,000, may be authorized as a Modification of the Contract or Change Order. Payment shall be in accordance with Sections 109.04 of the Kentucky Standard Specification for Road and Bridge Construction. The Owner may, when necessary, by ordinance, authorize alterations or modifications in the Specifications and Plans for the Work, or omit from the Work covered by this Contract any portion thereof. Before any such alteration or modification shall be effective, the price to be paid for the Work or the material, or both, under the altered or modified Contract, shall have been agreed upon in writing and signed by the Contractor and by the Contractual Agent or Agents of the Owner. It is expressly agreed that such changes shall not, in any way, violate or annul the Contract, and the Contractor hereby agrees not to claim or bring suit for any damages, whether for loss of profits or otherwise, on account of these changes. Whenever, during the progress of the Work, any change or modification of the Work is agreed upon, such change shall be considered and treated as though originally contracted for, and shall be subject to all provisions of the original Contract.

The Contractor's Sureties will not be notified of changes in the work or cost thereof, except when by reason of any Change Orders, the total Contract price increases by more than twenty (20%) percent of the original price.

DISPUTES AND CONTRACTOR CLAIMS

In cases where there arises a dispute (whether over payment, claims, or quality of Work) between the Contractor and the Owner, the Contractor shall not cease Work on the Project because of said dispute, unless told to cease work by the Owner. The Contractor shall continue Work on the Project and agrees that such a dispute shall not relieve him from the requirements under "Time of Completion and Damages for Delays".

In all cases, the Contractor shall submit to the Owner any claims for disputed amounts, in writing, within seven (7) calendar days of learning of said dispute. In submitting such claim, the Contractor shall include his actual original calculations and raw cost data, along with his job cost reports and field diaries.

If the Owner makes to the Contractor an offer on a claim which the Contractor refuses, and if the Contractor then gets an amount equal to or less than the Owner's last offer in court, the Contractor shall pay all legal costs, including attorney's fees and expert witness fees, that the Owner incurs from the date of the Owner's last offer until the day the Contractor is awarded judgment.

Any claims or disputes shall be limited by the requirements of "Modification of Contract or Change Order".

TIME OF COMPLETION AND DAMAGES FOR DELAYS

The Project construction time shall commence upon the date indicated in the Notice to Proceed, which shall be sent to the Contractor by the Owner. The Contractor shall agree to commence the Work on the date specified in the written Notice to Proceed, weather permitting, and to fully complete the Work by **WEDNESDAY, OCTOBER 2, 2019**, unless such time for completion is extended, in writing, by the Owner. However, neither the Contractor nor any subcontractors shall commence any part of the work under the Contract until it has obtained all insurance required, as listed in the General Conditions, and such insurance has been approved by the Owner.

The Contractor agrees that time is of the essence, and therefore, if the Contractor neglects, fails, or refuses to complete the Work within the allotted time, or fails to secure an extension of time for delays, the Contractor does hereby agree to pay to the Owner, as liquidated damages and not as a penalty, the amount as stated in the Contract for each calendar day beyond the completion date stated in the Notice to Proceed, unless the time for completion has been extended in writing by the Owner. Such damages shall be deducted from any monies due and owing to the Contractor under the Contract. If the amounts still due the Contractor under the Contract are insufficient to meet the expense, the additional monies shall be paid by the Contractor, and if the Contractor refuses or neglects to pay, the monies shall be paid by his Surety or shall be deducted from its Performance/Contract Bond.

If the Contract is revised in any material respect and it is determined that said revision will cause delay in the completion of the work, the Engineer will postpone the completion date by the number of calendar days he determines to be equitable.

If the Contractor finds it impossible for reasons beyond his control to complete the work by the date as specified or as extended in accordance with the provisions of this subsection, he may make a written request to the Engineer for an extension of time setting forth therein the reasons which he believes will justify the granting of his request. Requests for extensions of time shall be filed in writing by the Contractor to the Engineer not later than thirty (30) days following the termination of the delay. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify.

Delays caused by weather or seasonal conditions should be anticipated and will be considered as the basis for an extension of time only when the actual work days lost exceed the number of working days lost each month due to the inclement weather as determined in Section 108 of the Kentucky Standard Specification for Road and Bridge Construction

The extended time for completion shall then be in full force and affect the same as though it were the original time for completion.

If the Owner should suspend the Work in whole or in part, the date for completion shall be extended by the number of days that the suspension directly or indirectly delays the completion of the Work.

If the Work is delayed for unforeseeable causes beyond the control and without the fault of negligence of the Contractor, such as severe or unusual climatic conditions, acts of God, acts of the Owner or interference by other contractors, extensions of time may be granted by the Owner, upon the Contractor's written request for an extension. The Contractor shall, within five (5) days from the beginning of such delay, notify the Owner in writing of the causes of the delay and request an extension. In no case shall such an extension of time exceed the time actually lost to the Contractor by reason of such delay or interference.

The Owner, reserves the right to suspend the whole or any part of the Work, when in the best interest of the Owner, in its sole discretion. Without any additional compensation to the Contractor for such suspension; however, the Contractor shall be granted an extension of time for completing the Work in the same amount of time that it was delayed by such suspension, unless said suspension was necessitated by the actions or inactions of the Contractor.

FAILURE TO COMPLETE ON TIME

If the Contractor fails to complete the Work within the time or times allowed by the Contract, the Owner, if satisfied that the Contractor is carrying the Work forward with reasonable progress and deems it to be in the best interest of the Public, may allow him to continue in control of the

Work. It shall be necessary for the Contractor to make written application to the Owner in order to warrant such continuance. Payments to the Contractor for work performed and materials furnished will be made.

When the work is not completed within the time or times allowed by the Contract, and the Contractor is permitted to remain in control, the Work shall be prosecuted at as many different places, at such times, and with such forces as the Owner may request.

For each calendar day that any work shall remain incomplete after the Contract completion date or dates, the amount set forth in the Schedule, in Section 108 of the Kentucky Standard Specification for Road and Bridge Construction, will be deducted from any money due the Contractor, not as a penalty but as liquidated damages provided. However, that due amount shall be taken off any adjustment of the completion date or dates granted under the provision of "Time of Completion and Damages for Delays". In the event one or more interim completion dates are specified without specific separate liquidated damages, the amount set forth in the Schedule in Section 108 of the Kentucky Standard Specification for Road and Bridge Construction will apply separately to each interim date. In the event a period of liquidated damages for an interim completion date overlaps a subsequent completion date, the liquidated damages will be cumulative.

Permitting the Contractor to continue and finish the Work or any part of it after the date or dates fixed for its completion, or after the date or dates to which completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its right under the Contract. The Owner may waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the public.

UNSATISFACTORY PROGRESS AND TERMINATION OF THE CONTRACT

In case the Contractor or any Subcontractor fails to furnish materials or to execute the Work in accordance with the Plans and Specifications, or if the provisions of the Contract are otherwise violated, then in any such case, upon ten days written notice to the Contractor and his Surety, the Owner shall have the right to declare the Contractor in default on the Contract. Said notice shall contain the reason for the Owner's intention to declare the Contractor in default on the Contract and, unless within ten days after service of said notice the violation shall cease or satisfactory arrangements shall have been made for its correction, the Contractor, upon the expiration of said ten days, shall be in default on the Contract and his right to proceed under the Contract shall be terminated.

In the event the Contract is thus declared to be defaulted, the Owner will immediately notify the Contractor and his Surety of such action, and will at once cause the work already done to be measured and computed. The action of the Owner in the declaration of the default of the Contact shall be final and conclusive, and the Contractor shall not be entitled to claim or receive any damages for not being allowed to continue. After the default of the Contract, the Surety shall have the right to take over and complete the Work, provided, however, that the Surety shall notify the Owner in writing of its intent to do so within twenty (20) days after the notice of the

default of the Contract. Such completion of the Work by the Surety shall be done in strict accordance with all the provisions of the original Contract. However, if the Surety does not take over the Contract as stated above, then the Owner shall cause the Work to be completed under a second contract. If the cost of the Work done under the second contract exceeds what it would have cost under the original Contract, the increased cost shall be paid from any money due the Contractor under the Contract, and if that is not sufficient, then the increased cost shall be paid by the Contractor and/or his Surety.

The Contractor and/or his Surety shall also pay all cost and expense of reletting the Work and all damages resulting from noncompletion of the Work within the Contract time. If, when the Work is completed, it is found that there is any money due the Contractor, it will be paid to him; but no money shall be paid to the Contractor under the Contract after it has been declared in default, until the Work has been completed and accepted and all claims and suits resulting therefrom shall have been settled.

PAYMENTS

The Owner shall pay to the Contractor the price stipulated in the Contract, by making progress payments to the Contractor during the performance of the Work, on the basis of the value of work performed.

The Contractor shall submit an invoice to the Engineer of the quantity of work performed for approval. Requests for payment shall not be made more frequently than every thirty (30) days. The Engineer shall forward the invoice to the County Road Supervisor for approval, and upon approval of the invoice by the Engineer and the County Road Supervisor, the Owner shall pay the Contractor within thirty (30) days.

Partial payment may be reduced or withheld entirely if, in the opinion of the Owner, construction is not proceeding according to the Contract, or if for any other violation, or for failure of the Contractor to comply with the orders of the Owner, or pending settlement of claims of liens filed against the Contractor.

The Owner shall make partial payments to the Contractor for work performed and materials delivered to the site at 95% of the value of work.

The Contractor shall submit three (3) signed and notarized original copies of each Application for Payment to the Engineer. One copy shall include waivers of lien and similar attachments if required.

WAIVER OF MECHANIC'S LIEN

Upon reaching 75% completion and again prior to Final Application for Payment, the Contractor shall submit waivers of mechanic's liens from subcontractors, materialmen, and suppliers for all construction to date.

1. Owner reserves the right to designate which entities involved in the Work must submit waivers.
2. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
3. Waiver Forms: Submit waivers of lien on forms provided.

ACCEPTANCE OF FINAL PAYMENT

After the final inspection has been made and the Owner has accepted the Work, the final estimate and Final Statement of Cost will be prepared. If any items were erroneously overestimated in any partial estimate, such errors will be corrected in any subsequent partial estimate or in the final estimate, and the Contractor shall have no right to any such excess and shall not be entitled to any damage on account of such corrections in the final estimate.

The following paperwork is necessary from the Contractor to close-out the Project:

1. Final invoice for payment.
2. Final affidavit listing all subcontractors/suppliers used on the Project and indicating the amount paid in full.
3. Final Release of Liens from all subcontractors indicating the amount paid in full.
4. Prevailing Wage Affidavit, if applicable.
5. Guarantee.
6. Final Release of Lien.
7. Concrete Test Reports, if applicable.
8. Asphalt tickets stamped with the Inspector's seal, if applicable.
9. Any additional testing reports as required by the Contract.

After the final estimate and Final Statement of Cost have been prepared and after the Contractor has fulfilled all of his obligations under the Contract and all the above paperwork has been accepted, the Owner will pay the entire sum found to be due the Contractor after deducting all previous payments and any liquidated damages, if applicable.

After the final estimate and Final Statement of Cost have been prepared and after the Contractor has fulfilled all of his obligations under the Contract, the Owner will pay the entire sum found to be due the Contractor after deducting all previous payments and any liquidated damages, if applicable.

The date of acceptance of the Work by the Owner shall be the date of approval of the Final Statement of Cost.

If, after physical completion of the work and acceptance of the Owner's final measurements by the Contractor, the Owner finds that the Final Statement of Cost or final estimate or both may be unavoidably delayed, he may allow a payment on one-hundred percent (100%) of the final measurements, less such estimated amount of money as the Owner may deem necessary to withhold to take care of any contingencies which may arise.

Should the Contractor have any claim against the Owner because of a variance with the Owner's final measurement, the Owner may allow payment based on the Owner's measurement pending adjustments of the disputed item or items. Acceptance of payment on such basis shall not stop the Contractor's claim nor prevent its satisfactory adjustment.

Retainage shall be paid to the Contractor within thirty (30) days from the date of the Owner's final acceptance of the Work and the completion of the Contract. Upon the Contractor's acceptance of this final payment, the Owner and the Engineer shall be released from any and all claims and any liability to the Contractor for anything further under or relating to the Contract or the Contract Documents, including any act or omission by the Owner or any of its employees or agents, including the Engineer; however, no payments, final or otherwise, shall operate as a release on the Contractor or it Sureties from any obligations under the Contract or the Contract Documents.

TERMINATION OF THE OWNER'S LIABILITY

No person, partnership, firm, or company other than the Contractor shall have any interest in the Contract and no claims shall be made or held valid and neither the Owner nor its agents shall be held liable for, nor shall be held to pay any money except as herein provided. The acceptance by the Contractor of the final payment made as aforesaid shall operate as, and shall constitute, a release to the Owner and its agents form any claim or liability to the Contractor for anything done or furnished for, or relating to the Work or for any act or neglect of the Owner or any person related to or connected with the Work.

TERMINATION FOR CAUSE

A. In the event that any of the provisions of the Contract are violated by the Contractor, or by any of its subcontractors, the Owner may serve written notice upon the Contractor and its surety of its intention to terminate the Contract. Such notice shall list the act or omission causing the breach, upon the service of such notice, the Contractor shall have ten (10) business days to correct the breach or to make arrangements for correction that is satisfactory to the Owner.

B. If no such correction or arrangements are made within the allotted time, the Owner may, in its sole discretion, terminate the Contract on a date solely determined by the Owner. In the event of such termination, the Owner shall immediately serve notice thereof to the Contractor and its surety. The surety shall then have the right to take over and perform the Contract provided, however, if the surety does not elect to

continue performance, the Performance Bond will be forfeited and the Owner shall cause the Contract to be completed.

C. Upon termination for cause, the payment to the Contractor of compensation earned for Work performed to the date of such termination shall be in full satisfaction of all claims against the owner under this Contract, however the Owner shall have the right to deduct from any amounts due and owing to the Contractor, including retainage, any costs, both direct and incidental, incurred by the Owner in completing the Project. The Contractor and/or surety shall be liable for any excess costs the Owner may so incur, and the Owner shall have the right to pursue any legal remedies necessary to affect the same.

TERMINATION FOR CONVENIENCE

A. The Contractor hereby acknowledges that as the Owner is a public entity, due to unforeseen circumstances, funding restraints, or changes in the nature of the Work, it may become necessary for the Owner to terminate the Contract for convenience.

B. In the event the owner finds it necessary to terminate the Contract for convenience, the Owner shall serve notice upon the Contractor and its surety of its intention to terminate the Contract ten (10) business days prior to the termination date.

C. Upon termination for convenience, the Owner shall pay to the Contractor all compensation due for Work performed to the date of termination, including all costs for materials that were to be incorporated into the Project that cannot be returned; all restocking fees for materials that were to be incorporated into the Project that can be returned only upon the payment of a restocking fee. The Contractor shall submit to the Owner detailed invoices and proof of restocking fees, if any, within ten (10) business days of his receipt of notice of termination from the Owner. In addition, the Owner will negotiate compensation with the Contractor for actual costs incurred as a result of the termination.

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

The Contractor may terminate the Contract, upon ten (10) days written notice to the Owner if any public authority should stop the work for three (3) months, or if the Owner should fail to issue a Certificate of Payment, or if the Owner should fail to pay in accordance with this agreement.

GUARANTEE OF WORK

The Contractor hereby guarantees all work performed for a period of one (1) year from the date of completion, against all defects resulting from the use of inferior materials or equipment (unless said materials or equipment were provided by the Owner) or inferior workmanship. The

Contractor hereby agrees that during the guarantee period, it shall make all repairs, corrections, replacements or changes that, in the opinion of the Engineer, are necessary due to the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the Contract or Contract Documents. The Contractor shall, promptly upon receipt of written notice from the Owner, remove and replace all unsatisfactory work with suitable materials, equipment or workmanship, without additional expense to the Owner.

If the Contractor fails to proceed with these terms of the guarantee in a timely manner, the Owner shall have the right to have the defects corrected, and the Contractor and its sureties shall be liable to the Owner for all expenses incurred by the corrections.

Any or all special guarantees applicable to any definite parts of the Work, including the materials or equipment, shall also be subject to the terms of this section during the first year of the life of such special guarantees.

Customary manufacturer's guarantees in excess of one year shall be turned over to the Owner. If the terms and conditions as set forth are met to the satisfaction of the Owner and Contractor, the Owner may reduce the Performance Bond to ten percent (10%) of the total amount paid the Contractor in the performance of this Contract as a Guarantee bond.

NOTICE

Any written notice required to be served under the Contract or the Contract Documents shall be served by certified mail, or by personal service at the parties' places of business.

NO ESTOPPEL

At no time shall the Owner be precluded or estopped by any provisions of the Contract, from demanding and recovering from the Contractor any damages sustained because of the Contractor's failure to comply with the Contract or the Contract Documents. The final inspection of the Work shall not be binding or conclusive upon the owner if it subsequently appears that the Contractor willfully, fraudulently, or through collusion with an agent of the Owner, supplied inferior materials or workmanship, or departed from the terms of the Contract or Contract Documents, notwithstanding the acceptance of the Work and payment for the same by the Owner.

ASSIGNMENT

Neither the Contract or any part thereof, nor any funds to be received there under, by the Contractor shall be assigned, except upon the prior written permission of the Owner, upon any conditions that may be imposed by the Owner, and upon the prior written permission of any sureties who executed the Performance Contract Bond on behalf on the Contractor.

INDEPENDENT CONTRACTOR STATUS

At all times during the term of the Contract, the Contractor shall be and remain as an Independent Contractor with respect to all services performed under the Contract, The Contractor agrees that all income reporting requirements to the U.S. government, the State of Kentucky, and any local governments are its responsibility and not that of the Owner. The Contractor shall be responsible for the payment of all taxes including, but not limited to, Federal, state, and local taxes, Social Security taxes, unemployment insurance taxes, and other taxes or license fees required by law, for its officers, agents, and employees. The Contractor agrees that neither it, nor any of its officers, agents, nor employees is entitled to receive workers' compensation, unemployment compensation, vacation leave, sick leave, or any other fringe benefits provided to the employees of the Owner or any other Owner agency, under this Contract. Contractor acknowledges that under this Contract, the Owner is not required to contribute to the Kentucky Public Employees Retirement System on behalf of the Contractor, its officers, agents, or employees, nor is the Contractor eligible to contribute to or receive benefits from said system.

OTHER CONTRACTS

The Owner reserves the right to allow other work or to enter into other contracts for work or materials to be constructed or placed in or about the Work to be performed under this Contract, and to order the starting and progress of such other contracts at any time prior to the completion of this Contract. The Contractor hereby agrees to allow the construction or progress of other such work, under such arrangements for the joint occupation for the site of the Work as the Engineer may establish. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with his performance of the Work; however, if in the judgment of the Engineer, the joint occupation of the site has unreasonably impeded the progress of the Contractor's work under the Contract, then the time for completion of the Work may be extended by the Owner.

PATENTS

The Contractor shall indemnify and hold harmless the Owner, its officers, employees, and agents from all liabilities, judgments, costs, damages, or claims arising from the infringement of any patent, patent rights or royalty rights by reason of the use of any patented materials, machinery, devices, and equipment furnished or used in the performance of the Work, or by reason of the use of patented designs furnished and incorporated into the Work by the Contractor and accepted by the Owner, excepting any materials or equipment furnished by the Owner. In the event that any claim, suit, or action in law or equity of any kind whatsoever is made or brought against the Owner involving any such patents, then the Owner shall have the right to retain, from the money due and owing to the Contractor, an amount the Owner deems sufficient to protect the Owner against loss until such claim, suit, or action has been settled and evidence of such settlement has been satisfactorily presented to the Owner's Law Director.

LAWS, ORDINANCES, AND REGULATIONS

The intent of the Contract and the Contract Documents is to include each and every provision and clause required by law to be inserted herein, and they shall be read and enforces as though there were included herein.

The Contractor shall keep itself fully informed of, and shall strictly observe and comply with, all applicable Federal State, County, and local laws, rules, regulations, and ordinances; building code requirements; permit requirements; licensing requirements; inspection requirements; all laws, rules, and regulations regarding the employment of and payment of all laborers, the legal rights of all laborers employed under the Contract; all orders or decrees that exist or that may be enacted by any body or tribunal having jurisdiction or authority over any aspect of the Work. The Contractor shall also insure that its subcontractors are also informed of and strictly comply with and observe all applicable laws, rules, regulations, and ordinances.

The Contract shall be required to give all notices and pay all fees for any required permits, licenses, or inspection, unless the Owner assumes the responsibility for giving such notices or paying such fees. The Engineer will discuss any special permits that may be required for the Project at the preconstruction conference.

The Contractor shall indemnify and hold harmless the Owner, the Owner's officers, employees and agents, including the Engineer, against any claim or liability arising from or based upon any violation of any such law, rule, regulations, ordinance, order, decree or requirement, whether by the Contractor itself, its employees or agents, or any of its subcontractors.

Should the Contractor at any time find that any requirement of the Contract of the Contract Documents is at variance with any applicable law, rule, regulation, requirement, order or decree, it shall promptly notify the Engineer.

ENVIRONMENTAL PROTECTION

The Contractor shall observe and comply with all Federal, State, and local laws and regulations controlling pollution of the environment and shall comply with provisions of Section 107 of the Kentucky Standard Specification for Road and Bridge Construction.

TAXES

The Contractor will be required to pay, without additional expense to the Owner, all Federal, State, local and other taxes which may be applicable to the Work, excepting any taxes and assessments on the real property comprising the site of the Work.

The Contractor hereby agrees to withhold all Campbell Co. income taxes due or payable under the provisions of the Codified Ordinances of Campbell County for wages, salaries, and commission paid to its employees who will work within the City limits for more than 12 workdays and further agrees that any of its subcontractors shall be required to withhold any such Campbell Co. Road Department income taxes due under said Code for services performed under this Contract. The Contractors is advised to get full information from the Tax Office prior to bidding.

UTILITY OWNERSHIP

The following utilities and owners may be located within the work limits of this project:

Gas
Mr. Gerry Helm / Duke Energy
1262 Cox Avenue
Erlanger, Kentucky 41018

Electric
Mr. Matt Coleman / Duke Energy
1262 Cox Avenue
Erlanger, Kentucky 41018

Water
Mr. Kyle Ryan
Northern Kentucky Water District
P.O. Box 18640
Erlanger, Kentucky 41018

Telephone
Mr. Mark Conner / Underground
Mr. Tony Niehaus / Overhead
Cincinnati Bell Telephone Company
201 East Fourth Street, M.L. 121-900
Cincinnati, Ohio 45201

Cable TV
Mr. Brian Kells
Charter Communications
100 Barnwood
Edgewood, Kentucky 41017

Sanitary & Storm Sewer:
Ms. Debbie Rizzo
Sanitation District No. 1
1045 Eaton Drive
Ft. Wright, Kentucky 41017

BID PROPOSAL
AND LEGAL FORMS

The Total Book and the following **COMPLETED** forms must be submitted with your bid:

1. Bidder Information Sheet
2. Bid Proposal
3. Bid Guarantee and Contract Bond (Two Pages)
4. Certificate as to Interest
5. Subcontractors List