

SPECIFICATIONS

NORTHERN KENTUCKY WATER DISTRICT

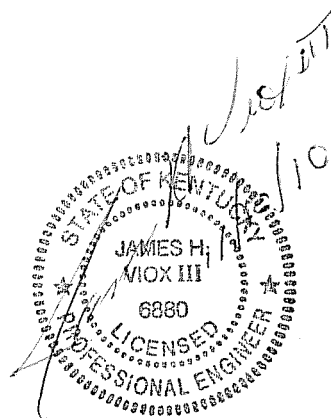
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**Sub-District G – Phase 5
Cherry Drive, Marshall Road,
Kenton Station Road, & White Villa Estates
(North Lake Road, Maple & Lakeshore Dr.)
Kenton County, Kentucky**

November 2010

COMPILED BY:
Northern Kentucky Water District (Owner)
2835 Crescent Springs Road
Erlanger, Kentucky 41018



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S P E C I F I C A T I O N S

FOR

NORTHERN KENTUCKY WATER DISTRICT

**Sub-District G – Phase 5
Cherry Drive, Marshall Road,
Kenton Station Road, & White Villa Estates
(North Lake Road, Maple & Lakeshore Dr.)
Kenton County, Kentucky**

November 2010

GOVERNING BODY

COMMISSIONERS:

**ANDREW C. COLLINS - CHAIR
DOUG WAGNER – VICE-CHAIR
FRED A. MACKE, JR. - SECRETARY
JOE KOESTER - TREASURER
FRANK JACKSON - COMMISSIONER
PAT SOMMERKAMP - COMMISSIONER**

RON LOVAN, PRESIDENT/CEO

COMPILED BY:

**Northern Kentucky Water District (Owner)
2835 Crescent Springs Road
Erlanger, Kentucky 41018**

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INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS. Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

- A. *Bidder* - The individual or entity who submits a Bid directly to Owner.
- B. *Successful Bidder* - The lowest responsible Bidder submitting a responsive Bid to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. COPIES OF CONTRACT DOCUMENTS. Complete sets of Contract Documents must be used in preparing Bids; Bidder shall have sole responsibility for errors or misrepresentations resulting from the use of incomplete sets of Bidding Documents.

Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS. To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be requested by Owner. Bidders who have not, in the Owner's opinion, had sufficient experience in the size and type of work involved may not be considered.

Each Bid must contain evidence of Bidder's qualifications to transact business in the State of Kentucky or covenant to obtain such qualifications prior to award of the Contract. The Bidder's Organization Number from the Kentucky's Secretary of State must be included where applicable.

Each Bidder must be registered as a plan holder with the Issuing Office or Engineer on record in the advertised "Invitation to Bid". There shall be no substitution of bidders without proper registration with the Issuing Office or Engineer on record in the advertised "Invitation to Bid"

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE. It is the responsibility of each Bidder, before submitting a Bid, to:

- a. thoroughly examine and study the Instructions to Bidders and the Contract Documents, including any Addenda;
- b. visit the Site and become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work;
- c. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work;

- d. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Contract Documents;
- e. correlate the information known to Bidder, information and observations obtained from visits to the Site, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents;
- f. promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Contract Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder; and
- g. determine that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.01. Underground Facilities. Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner or others, and Owner and Engineer disclaim responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the Supplementary Conditions.

4.02. Additional Information. Before submitting a Bid, each Bidder may, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to subsurface or physical conditions at or contiguous to the Site or otherwise, which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. Each Bidder shall be responsible for any claims for personal injury, death or damage to property caused by Bidder's entry on public or private property and shall defend and indemnify Owner and all other parties against any such claims.

4.03. Bidder's Representation. The submission of a Bid will constitute an incontrovertible representation and covenant by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5. SITE AND OTHER AREAS. The Site is identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent

changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

6. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing. Any interpretations or clarifications that are considered necessary by Owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. The person submitting questions shall be responsible for their prompt delivery. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

Owner will not be responsible for explanations or interpretations of the Bidding Documents or Contract Documents except as issued in accordance herewith.

7. BID SECURITY. Each Bid must be accompanied by Bid security made payable to Owner in an amount of 10 percent of Bidder's maximum Bid price and in the form of a Bid Bond (on the form attached) issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions and shall be rated "A" by AM BEST..

Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and Bid security of that Bidder will be forfeited. Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or one day after the last day the Bids remain subject to acceptance, whereupon Bid security furnished by such Bidders will be returned.

8. CONTRACT TIMES. The numbers of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement.

9. LIQUIDATED DAMAGES. Provisions for liquidated damages, if any, are set forth in the Agreement.

10. SUBSTITUTE OR "OR-EQUAL" ITEMS. The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Owner is set forth in the General Conditions and may be supplemented in the General Requirements.

11. PREPARATION OF BID. The Bid form is included with the Bidding Documents. Additional copies may be obtained from Owner.

All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each lump sum bid item and/or unit price item listed therein, or the words "No Bid", "No Change", or "Not Applicable" entered.

A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A Bid by an individual shall show the Bidder's name and official address.

A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.

All names shall be typed or printed in ink below the signatures.

The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

The address and telephone number for communications regarding the Bid shall be shown.

12. BASIS OF BID; EVALUATION OF BIDS. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions and as amended in the Supplemental Conditions.

Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

13. SUBMITTAL OF BID. A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be

enclosed in a separate envelope plainly marked on the outside with the notation "Bid Enclosed".

Bids shall be addressed to Owner at:

Northern Kentucky Water District (Owner)
2835 Crescent Springs Road
P.O. Box 18640
Erlanger, Kentucky 41018

Two complete and executed Bid Form along with "Non-Collusion Affidavit" and Bid Bond shall be submitted. Bids shall be typed or in ink. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Bids received after the time and date for receipt of Bids may be returned unopened. Oral, telephone, facsimile, or telegraph Bids are invalid and will not receive consideration.

14. MODIFICATION AND WITHDRAWAL OF BIDS. A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. For a period ending 72 hours after Bids are opened, any Bidder may request the withdrawal of its Bid by filing with Owner a duly signed written notice and otherwise demonstrating by clear and convincing evidence to the reasonable satisfaction of Owner that the Bid was submitted in good faith but there was a material and/or substantial mistake in the preparation of its Bid. If the withdrawal of the Bid is approved by the Owner in its sole discretion, the Bid security will be returned. Without the advanced full disclosure by the withdrawing Bidder to and written consent of the Owner, (i) no Bid shall be withdrawn under this section when the result would be the awarding of the contract on another Bid of the same Bidder or of another Bidder in which the withdrawing Bidder has a direct or indirect equitable interest and (ii) no Bidder who is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the Bidder to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the Project.

15. OPENING OF BIDS. Bids will be opened at the time and place indicated in the advertisement or invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

16. BIDS TO REMAIN SUBJECT TO ACCEPTANCE. All Bids will remain subject to acceptance for the period of time stated in the Bid form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

17. AWARD OF CONTRACT. Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, incomplete, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder which it finds, after reasonable inquiry and evaluation, to be non-responsive. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate with the apparent Successful Bidder to

such an extent as may be determined by Owner. The Owner also reserves the right to increase or decrease the quantities of work per the General Conditions.

In the case of Bids for equipment and materials only, Owner may award the Contract to a responsible Bidder other than the lowest in the interest of standardization or ultimate economy, as determined by Owner.

In evaluating Bids, Owner will consider the following:

1. Whether or not the Bid complies with the prescribed requirements, and provides such alternates, unit prices and other information or data as may be requested in the Bid form or prior to the Notice of Award.
2. The qualifications of the Bidder.
3. If the Bidder maintains a permanent place of business.
4. If the Bidder has adequate personnel, plant and equipment to perform the Work properly and expeditiously.
5. Bidder's financial status to meet all obligations and incidentals to the Work.
6. Whether the Bidder has appropriate technical expertise and experience.
7. Bidder's performance record.
8. The amount of the TOTAL BASE BID, exclusive of any additive alternates, if applicable. Any additive alternates will be considered after selection of the lowest Total Base Bid. Each additive alternate will be considered and selected or not selected individually, at Owner's discretion, for inclusion in the work.

Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders to perform the Work in accordance with the Contract Documents.

18. CONTRACT SECURITY AND INSURANCE. Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by such Bonds.

19. SIGNING OF AGREEMENT. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents identified in the Agreement as attached thereto. Within 15 days thereafter, the Successful Bidder shall sign, leaving the dates blank, and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within 15 days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

20. RETAINAGE. Provisions concerning retainage are set forth on the Agreement.

End of Section

Section 00020

INVITATION TO BID

Date: October 21, 2010

PROJECT: Sub-District G – Phase 5 – Cherry Drive, Marshall Road, Kenton Station Road, White Villa Estates (North Lake Road, Maple & Lakeshore Dr.), Kenton County, Kentucky

SEALED BIDS WILL BE RECEIVED AT:

Northern Kentucky Water District (Owner)
2835 Crescent Springs Road
P.O. Box 18640
Erlanger, Kentucky 41018

UNTIL: Date: November 9, 2010
Time: 1:00 PM – local time

At said place and time, and promptly thereafter, all Bids that have been duly received will be publicly opened and read aloud.

The proposed Work is generally described as follows: Construction of approximately 8,792 linear feet of 8" & 6" ductile iron & PVC water mains together with the appurtenances and related work along the following streets: Cherry Drive, Marshall Road, Kenton Station Road, White Villa Estates (North Lake Road, Maple & Lakeshore Dr.), in Kenton County, Kentucky.

All Bids must be in accordance with the Instructions to Bidders and Contract Documents on file, and available for examination at:

Northern Kentucky Water District (Owner)
2835 Crescent Springs Road
Erlanger, Kentucky 41018

Or

Viox & Viox, Inc.
466 Erlanger Road
Erlanger, Kentucky 41018

Copies of the Bidding Documents may be obtained from the office of Viox & Viox, Inc. at the address indicated herein. Charges for all documents obtained will be made on the following basis:

	<u>Charge</u>
Complete set of Bidding Documents	\$ <u>100.00</u>
Mailing and Handling (U.S. Mail) (if requested)	\$ <u>15.00</u>

Charges for Bidding Documents and mailing and handling, if applicable, will not be refunded.

Bids will be received on a unit price and/or lump sum basis as described in the Contract Documents.

Bid security, in the form of a certified check or a Bid Bond (insuring/bonding company shall be rated "A" by AM Best) in the amount of ten percent (10%) of the maximum total bid price, must accompany each Bid.

The Successful Bidder will be required to furnish a Construction Payment Bond and a Construction Performance Bond (insuring/bonding company shall be rated "A" by AM Best) as security for the faithful performance of the contract and the payment of all bills and obligations arising from the performance of the Contract.

Contractor and all Subcontractors will be required to conform to the labor standards set forth in the Contract Documents. This project falls under the provisions of KRS 337.505 to 337.550 for prevailing wage rates.

Owner reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, non-responsive, incomplete, unbalanced, or conditional Bids, to waive informalities, and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of Owner to make an award to that Bidder. Owner also reserves the right to negotiate with the apparent qualified Bidder to such an extent as may be determined by Owner.

Minority Bidders are encouraged to bid.

Bids shall remain subject to acceptance for 90 days after the day of bid opening or for such longer period of time to which a Bidder may agree in writing upon request of the Owner. If a Contract is to be awarded, the Owner will give the successful Bidder a Notice of Award during the period of time during which the successful Bidder's bid remains subject to acceptance.

Richard Harrison, Vice President of Engineering and Distribution
Northern Kentucky Water District

End of Section

Section 00300

BID FORM

PROJECT IDENTIFICATION: **Sub-District G – Phase 5 – Cherry Drive, Marshall Road, Kenton Station Road, White Villa Estates (North Lake Road, Maple & Lakeshore Dr.), Kenton County, Kentucky**

THIS BID IS SUBMITTED TO:

Northern Kentucky Water District (Owner)
P.O. Box 18640
2835 Crescent Springs Road
Erlanger, Kentucky 41018

THIS BID IS SUBMITTED BY: _____
(Bidder's Company Name)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform all Work as specified or indicated in the Contract Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Invitation to Bid and the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time to which the Bidder may agree in writing upon request of Owner. Bidder understands that certain extensions to the time for acceptance of this Bid may require the consent of the surety for the Bid Bond.
3. In submitting this Bid, Bidder represents and covenants, as set forth in the Agreement, that:
 - a. Bidder has examined and carefully studied the Contract Documents, the other related data identified in the Contract Documents, and the following Addenda, receipt of all of which is hereby acknowledged:

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
 - b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - c. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - d. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary explorations, investigations, explorations, tests,

studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- e. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - f. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - g. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - h. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.
 - i. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
4. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
5. The Bidder understands and agrees that during the performance of the Contract, it shall maintain a presence within such proximity of the Work Site which will allow it to respond to an emergency at the Work Site within one hour of receiving notice of an emergency, including emergencies occurring during non-working hours. The Bidder shall provide a list of emergency phone numbers for such purposes. If the Bidder does not have such a presence, it may satisfy this requirement by sub-contracting with a sub-contractor that does have such a presence, provided that any such sub-contractor must be approved by the Owner, in its sole discretion, prior to the project pre-construction meeting.
6. Bidder will complete the Work for the following unit prices, computed in accordance with paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

Note: See Section 01025 Measurement and Payment for bid form definitions

Questions from contractors during the bidding process should be submitted in writing to:
Viox & Viox, Inc., ATTN: Project: "Sub-District G - Addition"
466 Erlanger Road, Erlanger, KY 41018,
Tel. 859 727-3293, Fax 859 727-8452.

Questions must be submitted no later than 48 hours prior to the bid date.

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

ITEM No.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT COST TOTAL	TOTAL COST
1	6.01 6" CLASS 50 DUCTILE IRON PIPE (Detail 103, 103a, 104, 104a, 110)	LF	475		
2	6.01 8" CLASS 50 DUCTILE IRON PIPE (Detail 103, 103a, 104, 104a, 110)	LF	6199		
3	6.02 8" CLASS 50 DUCTILE IRON PIPE-INTERNAL RESTRAINED JOINT (Detail 103, 103a, 104, 104a, 110)	LF	1408		
4	6.03 8" C-900 POLYVINYL CHLORIDE (PVC). (Detail 103, 103a, 104, 104a, 110)	LF	710		
5	6.04 20" O.D. STEEL CASING PIPE {ASTM A 252 GRADE 2} BY BORE & JACK {0.375 Min. Wall Thickness- CSX RAILROAD SPEC'S }	LF	183		
6	6.04 16" STEEL CASING PIPE BY BORE & JACK 0.282 Min. Wall Thickness- KDOT SPEC'S }	LF	50		
7	6.04 16" PVC {C-900} CASING PIPE {w/spacers}	LF	185		
8	7.01 CONNECT TO EX. 6" MAIN	EA	1		
9	7.01 CONNECT TO EX. 8" MAIN	EA	2		
10	7.02 6" TAPPING SLEEVE & VALVE	EA	1		
11	7.02 8" TAPPING SLEEVE & VALVE	EA	1		
12	8.01 INSTALL FIRE HYDRANT ASSEMBLY	EA	2		
13	8.01 INSTALL FIRE HYDRANT ASSEMBLY { HIGH PRESSURE }	EA	17		
14	8.04 RELOCATE FIRE HYDRANT	EA	2		
15	9.01 6" DUCTILE IRON RESILIENT SEATED GATE VALVE	EA	3		
16	9.01 8" DUCTILE IRON RESILIENT SEATED GATE VALVE	EA	13		
17	11.02 4" PERFORATED PVC SDR-36 UNDERDRAIN	LF	315		
18	11.04 6" PLUG AND BLOCK	EA	1		
19	11.04 8" PLUG AND BLOCK	EA	7		
20	11.05 AIR RELEASE VALVE {MATERIALS SUPPLIED BY NKWD}	EA	5		

ITEM No.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT COST TOTAL	TOTAL COST
21	11.06 6"x6"x6" ANCHORING TEES AND BLOCKS	EA	1		
22	11.06 8"x8"x6" ANCHORING TEES AND BLOCKS {RESTRAINED}	EA	1		
23	11.06 8"x8"x6" ANCHORING TEES AND BLOCKS	EA	19		
24	11.07 8"x8"x8" DUCTILE IRON TEE AND BLOCK {RESTRAINED}	EA	2		
25	11.07 8"x8"x8" DUCTILE IRON TEE AND BLOCK	EA	1		
26	11.07a 16"x16"x8" PVC TEE	EA	1		
27	11.09 8"-6" REDUCER	EA	3		
28	11.15 8" PVC DRAIN PIPE w/SCREEN	LF	20		
29	12.05 ASPHALTIC CONCRETE MILLING AND PAVING {KENTON COUNTY SPEC'S}	SY	2400		
30	12.05 ASPHALTIC CONCRETE MILLING AND PAVING {KDOT SPEC'S}	SY	2000		
31	12.06 ASPHALTIC CONCRETE-TRENCH	SY	1050		
32	12.07 ASPHALTIC DRIVEWAY	SY	300		
33	12.10 CONCRETE DRIVEWAY	SY	100		
34	12.12 CONCRETE SIDEWALK	SY	10		
35	12.13 GRAVEL DRIVEWAY/PARKING AREA	SY	300		
36	12.14 BEST MANAGEMENT PRACTICE {SWPPP}	LS	1		
TOTAL CONTRACTOR BID					\$

Total bid in words

7. Bidder agrees that the Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in paragraph 14.07.B of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.

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

8. References

Contact Person	Company Name	Phone No.	Project Name
1. _____			
2. _____			
3. _____			
4. _____			

SUBMITTED on _____, 2009.

9. Communications concerning this Bid shall be sent to Bidder at the following address:

10. The terms in this Bid, which are defined in the General Conditions included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

11. Bidder's Organization Number from Kentucky's Secretary of State - _____
(Each Bid must contain evidence of Bidder's qualifications to transact business in the State of Kentucky or covenant to obtain such qualifications prior to award of the Contract.)

SIGNATURE OF BIDDER

If an Individual

Name (typed or printed): _____

By _____ (SEAL)
(Individual's signature)

doing business as _____

Business address _____

Phone No.: _____ Fax No.: _____

If a Partnership

Partnership Name: _____ (SEAL)

By _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address _____

Phone No. _____ Fax No.: _____

If a Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General, Professional, Service, Limited Liability): _____

By _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____

Business address _____

Phone No. _____ Fax No.: _____

If a Joint Venture

(Each joint venturer must sign. The manner for signing for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated above.)

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

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BID BOND

BIDDER (Name and Address)

SURETY (Name and Address of Principal Place of Business)

OWNER (Name and Address)

BID

BID DUE DATE _____

PROJECT (Brief Description Including Location)

BOND

BOND NUMBER _____

DATE (Not later than Bid due date) _____

PENAL SUM _____

(Words)

_____ (Figures)

IN WITNESS WHEREOF Surety and Bidder intending to be legally bound hereby subject to the terms printed on the reverse side hereof do each cause this Bid Bond to be duly executed on its behalf by its authorized officer agent or representative

BIDDER

SURETY

_____(Seal)

_____(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By _____

By _____

Signature and Title

Signature and Title
(Attach Power of Attorney)

Attest _____

Attest _____

Signature and Title

Signature and Title

-
- Note (1) Above addresses are to be used for giving required notice
 (2) Any singular reference to Bidder Surety OWNER or other party shall be considered plural where applicable

1 Bidder and Surety jointly and severally bind themselves their heirs executors administrators successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond

2 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents

3 This obligation shall be null and void if

3 1 OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents or

3 2 All Bids are rejected by OWNER or

3 3 OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and if applicable consented to by Surety when required by paragraph 5 hereof)

4 Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER which notice will be given with reasonable promptness identifying this Bond and the Project and including a statement of the amount due

5 Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent

6 No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date

7 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located

8 Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond Such notices may be sent by personal delivery commercial courier or by United States Registered or Certified Mail return receipt requested postage pre paid and shall be deemed to be effective upon receipt by the party concerned

9 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer agent or representative who executed this Bond on behalf of Surety to execute seal and deliver such Bond and bind the Surety thereby

10 This Bond is intended to conform to all applicable statutory requirements Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length If any provision of this Bond conflicts with any applicable statute then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect

11 The term Bid as used herein includes a Bid offer or proposal as applicable

Section 00460

NON-COLLUSION AFFIDAVIT

STATE OF: _____)

COUNTY OF: _____) SS

_____, being first duly sworn, deposes

and says that he/she is the _____ of
(sole owner, a partner, president, secretary, etc.)

_____, the party making the foregoing bid; that such bid is genuine and not collusive or sham; that said bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the price or affidavit of any other bidder, or that of any other bidder, or to secure any advantage against Owner, or any person or persons interested in the proposed Contract; and that all statements contained in said bid are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information of data relative thereto to any association or to any member or agent thereof.

AFFIANT

Sworn to and subscribed before me, a Notary Public in and for the above named

State and County, this _____ day of _____, 20 _____.

NOTARY PUBLIC

End of Section

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Section 00500

AGREEMENT

Sub-District G – Phase 5

**Cherry Drive, Marshall Road, Kenton Station Road,
White Villa Estates (North Lake Road, Maple & Lakeshore Dr.),
Kenton County, Kentucky**

THIS AGREEMENT is by and between the Northern Kentucky Water District (herein called Owner) and _____ (herein called Contractor).

Owner and Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

Article 1. WORK.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of approximately 8,792 linear feet of 8" & 6" ductile iron & PVC water mains together with the appurtenances and related work along the following streets: Cherry Drive, Marshall Road, Kenton Station Road, White Villa Estates (North Lake Road, Maple & Lakeshore Dr.), in Kenton County, Kentucky.

Article 2. ENGINEER.

The Project has been designed by **Viox & Viox, Inc.**, who is referred to in the Contract Documents as Engineer.

Article 3. CONTRACT TIMES, LIQUIDATED DAMAGES, DELAYS, AND DAMAGES.

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.1. Contract Times. The Work will be substantially completed within **90** days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **120** days after the date when the Contract Times commence to run.

3.2. Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$ 500.00** for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension

thereof granted by Owner, Contractor shall pay Owner as liquidated damages (but not as a penalty) \$ 500.00 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment until the Work is completed and ready for final payment.

Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate action to recover liquidated damages for nonperformance of this Contract within the time stipulated.

3.3. Delays and Damages. In the event Contractor is delayed in the prosecution and completion of the Work because of any delays caused by Owner or Engineer, Contractor shall have no claim against Owner or Engineer for damages (including but not limited to acceleration costs or damages) or contract adjustment other than an extension of the Contract Times and the waiving of liquidated damages during the period occasioned by the delay.

Contractor shall provide advance written notice to Owner and Engineer of Contractor's intention to accelerate the Work prior to commencing any acceleration. Such written notice shall include a detailed explanation of the nature and scope of the acceleration, the reason for the acceleration, the anticipated duration of the acceleration, and the estimated additional costs to Contractor, if any, related to the acceleration. This requirement shall not in any way affect or alter the agreement of Owner and Contractor with respect to delays and damages as set forth above and in Article 7 of the General Conditions.

Article 4. CONTRACT PRICE.

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Contractor's Bid, attached hereto as an exhibit, for the total amount of:

(words)

(figures)

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made as provided in paragraph 9.08 of the General Conditions and as modified by the Supplementary Conditions. Unit Prices have been computed as provided in paragraph 11.03 of the General Conditions.

Article 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions and as modified by the Supplementary Conditions.

5.1. Progress Payments. Owner shall make progress payments on account of the Contract Price

on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.2. Retainage. In addition to any amounts withheld from payment in accordance with Paragraph 14.02 of the General Conditions, Owner shall retain from progress payments amounts equal to the following percentages:

- a. Ten percent (10%) of the amount of the Work completed. This amount may be reduced by the Owner in its sole and absolute discretion, if the project is substantially completed; and
- b. Ten percent (10%) of the value of materials and equipment that are not incorporated in the Work but are delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in paragraph 14.02 of the General Conditions. Retainage for stored materials and equipment will be released when the materials and equipment are incorporated in the Work.

All retainage will be paid to Contractor when the Work is completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions. Consent of the Surety shall be obtained before retainage is paid by Owner. Consent of the Surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the Surety.

5.3. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraphs 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in said paragraph 14.07.

Article 6. CONTRACTOR'S REPRESENTATION

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- a. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents
- b. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- d. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary explorations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground

Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.

- e. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- f. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- g. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- h. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
- i. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents, which are incorporated as part of the Agreement, consist of the following:

- A. This Agreement;
- B. Performance Bond;
- C. Payment Bond;
- D. General Conditions;
- E. Supplementary Conditions;
- F. Specifications as listed in the table of contents of the Project Manual;
- G. Drawings consisting of a cover sheet and sheets numbered 1 through 10 inclusive, with each sheet bearing the following general title;
Proposed 6" and 8" Water Mains – Sub-District G – Addition
- H. Addenda (numbers ___ to ___, inclusive);
- I. Exhibits to this Agreement (enumerated as follows):
 - 1. Notice to Proceed;
 - 2. Contractor's Bid;
 - 3. Documentation submitted by Contractor prior to Notice of Award;
- J. The following which may be delivered or issued on or after the Effective Date of the

Agreement and are not attached hereto:

1. Written Amendments;
2. Work Change Directives;
3. Change Orders.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.05 of the General Conditions.

Article 8. CONTRACT CORRECTION PERIOD

Notwithstanding the reference to "one year after the date of Substantial Completion" at the beginning of paragraph 13.07.A of the General Conditions, the Contractor's Correction Period with respect to the obligations set forth in paragraph 13.07.A of the General Conditions shall be twenty-four (24) months after the issuance of "Certificate of Substantial Completion" for all machinery, piping, materials, equipment, fittings, roadway pavement work, general restoration, shoulder & ditch restoration furnished under the Contract Documents. The correction period referenced in paragraph 13.07.C of the General Conditions shall be twenty-four (24) months for all machinery, piping, materials, equipment, fittings and all roadway pavement work.

Article 9. COMPLIANCE WITH KENTUCKY LAW

Contractor represents and warrants that it has revealed to Owner any and all final determinations of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 by Contractor or any subcontractor within the past five years. Contractor further represents and warrants that it and each of its subcontractors will remain in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this Agreement. Contractor understands that its failure to reveal a final determination of a violation or to comply with the above statutory requirements constitutes grounds for cancellation of the Agreement and for disqualification of Contractor from eligibility for any contracts for a period of two years.

Article 10. EQUAL OPPORTUNITY

Unless exempted under KRS 45.590, during the performance of the Agreement, the Contractor agrees as follows:

a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin;

b. Contractor will take affirmative action in regard to employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees during employment are treated without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin;

c. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) or over, disability, veteran status, or national origin;

d. Contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the nondiscrimination clauses required by this section; and

e. Contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of Contractor's commitments under the nondiscrimination clauses.

f.

Article 11. MISCELLANEOUS.

a. Terms used in this Agreement will have the meanings indicated in the General Conditions.

b. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

c. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

d. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor, Surety, and Engineer.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER: Northern Kentucky Water District

By: _____

Address for giving notices

2835 Crescent Springs Road
PO Box 18640
Erlanger, Kentucky 41018

CONTRACTOR: _____

By: _____

(Corporate Seal)

Address
Address
Address

Joint Venture

CONTRACTOR: _____

By: _____

(Corporate Seal)

Address for giving notices

(This page left blank intentionally)

Performance Bond

Any singular reference to Contractor Surety Owner or other party shall be considered plural where applicable

CONTRACTOR (Name and Address)

SURETY (Name and Address of Principal Place
of Business)

OWNER (Name and Address)

CONTRACT

Date

Amount

Description (Name and Location)

BOND

Date (Not earlier than Contract Date)

Amount

Modifications to this Bond Form

Surety and Contractor intending to be legally bound hereby subject to the terms printed on the reverse side hereof do each cause this Performance Bond to be duly executed on its behalf by its authorized officer agent or representative

CONTRACTOR AS PRINCIPAL

Company _____ (Corp Seal)

Signature _____
Name and Title

SURETY

Company _____ (Corp Seal)

Signature _____
Name and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties if required)

CONTRACTOR AS PRINCIPAL

Company _____ (Corp Seal)

Signature _____
Name and Title

SURETY

Company _____ (Corp Seal)

Signature _____
Name and Title

EJCDC No 1910 28 A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America Engineers Joint Contract Documents Committee the Associated General Contractors of America and the American Institute of Architects

1 The CONTRACTOR and the Surety jointly and severally bind themselves their heirs executors administrators successors and assigns to the Owner for the performance of the Contract which is incorporated herein by reference

2 If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond except to participate in conferences as provided in paragraph 3 1

3 If there is no OWNER Default, the Surety's obligation under this Bond shall arise after

3 1 The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract If the OWNER the CONTRACTOR and the Surety agree the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right if any subsequently to declare a CONTRACTOR Default and

3 2 The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3 1 and

3 3 The OWNER has agreed to pay the Balance of the Contract Price to

3 3 1 The Surety in accordance with the terms of the Contract,

3 3 2 Another contractor selected pursuant to paragraph 4 3 to perform the Contract

4 When the OWNER has satisfied the conditions of paragraph 3 the Surety shall promptly and at the Surety's expense take one of the following actions

4 1 Arrange for the CONTRACTOR, with consent of the OWNER to perform and complete the Contract, or

4 2 Undertake to perform and complete the Contract itself through its agents or through independent contractors or

4 3 Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default or

4 4 Waive its right to perform and complete arrange for completion or obtain a new contractor and with reasonable promptness under the circumstances

4 4 1 After investigation, determine the amount for which it may be liable to the OWNER and as soon as practicable after the amount is determined tender payment therefor to the OWNER, or

4 4 2 Deny liability in whole or in part and notify the OWNER citing reasons therefor

5 If the Surety does not proceed as provided in paragraph 4 with reasonable promptness the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond and the OWNER shall be entitled to enforce any remedy available to the OWNER If the Surety proceeds as provided in paragraph 4 4 and the OWNER refuses the payment tendered or the Surety has denied

liability in whole or in part without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER

6 After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4 1 4 2 or 4 3 above then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract To a limit of the amount of this Bond but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract the Surety is obligated without duplication for

6 1 The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract

6 2 Additional legal design professional and delay costs resulting from the CONTRACTOR's Default and resulting from the actions or failure to act of the Surety under paragraph 4 and

6 3 Liquidated damages or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non performance of the CONTRACTOR

7 The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs executors administrators or successors

8 The Surety hereby waives notice of any change including changes of time to the Contract or to related subcontracts purchase orders and other obligations

9 Any proceeding legal or equitable under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond whichever occurs first If the provisions of this paragraph are void or prohibited by law the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable

10 Notice to the Surety the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein The intent is that this Bond shall be construed as a statutory bond and not as a common law bond

12 Definitions

12 1 Balance of the Contract Price The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract

12 2 Contract The agreement between the OWNER and the CONTRACTOR identified on the signature page including all Contract Documents and changes thereto

12 3 CONTRACTOR Default Failure of the CONTRACTOR, which has neither been remedied nor waived to perform or otherwise to comply with the terms of the Contract

12 4 OWNER Default Failure of the OWNER, which has neither been remedied nor waived to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof

(FOR INFORMATION ONLY Name Address and Telephone)
AGENT or BROKER OWNER'S REPRESENTATIVE (Engineer or other party)

Payment Bond

Any singular reference to Contractor Surety Owner or other party shall be considered plural where applicable

CONTRACTOR (Name and Address)

SURETY (Name and Address of Principal Place
of Business)

OWNER (Name and Address)

CONTRACT

Date

Amount

Description (Name and Location)

BOND

Date (Not earlier than Contract Date)

Amount

Modifications to this Bond Form

Surety and Contractor intending to be legally bound hereby subject to the terms printed on the reverse side hereof do each cause this Payment Bond to be duly executed on its behalf by its authorized officer agent or representative

CONTRACTOR AS PRINCIPAL

Company (Corp Seal)

Signature _____
Name and Title

SURETY

Company (Corp Seal)

Signature _____
Name and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties if required)

CONTRACTOR AS PRINCIPAL

Company (Corp Seal)

Signature _____
Name and Title

SURETY

Company (Corp Seal)

Signature _____
Name and Title

EJCDC No 1910 28 B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America Engineers Joint Contract Documents Committee the Associated General Contractors of America the American Institute of Architects the American Subcontractors Association, and the Associated Specialty Contractors

1 The CONTRACTOR and the Surety jointly and severally bind themselves their heirs executors administrators successors and assigns to the OWNER to pay for labor materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference

2 With respect to the OWNER this obligation shall be null and void if the CONTRACTOR

2.1 Promptly makes payment directly or indirectly for all sums due Claimants and

2.2 Defends indemnifies and holds harmless the OWNER from all claims demands liens or suits by any person or entity who furnished labor materials or equipment for use in the performance of the Contract provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims demands liens or suits and tendered defense of such claims demands liens or suits to the CONTRACTOR and the Surety and provided there is no OWNER Default

3 With respect to Claimants this obligation shall be null and void if the CONTRACTOR promptly makes payment directly or indirectly for all sums due

4 The Surety shall have no obligation to Claimants under this Bond until

4.1 Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy or notice thereof to the OWNER stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim

4.2 Claimants who do not have a direct contract with the CONTRACTOR.

1 Have furnished written notice to the CONTRACTOR and sent a copy or notice thereof to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating with substantial accuracy the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed and

2 Have either received a rejection in whole or in part from the CONTRACTOR or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly and

3 Not having been paid within the above 30 days have sent a written notice to the Surety and sent a copy or notice thereof to the OWNER stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR

5 If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety that is sufficient compliance

6 When the Claimant has satisfied the conditions of paragraph 4 the Surety shall promptly and at the Surety's expense take the following actions

6.1 Send an answer to the Claimant with a copy to the OWNER within 45 days after receipt of the claim stating the amounts that are undisputed and the basis for challenging any amounts that are disputed

6.2 Pay or arrange for payment of any undisputed amounts

7 The Surety's total obligation shall not exceed the amount of this Bond and the amount of this Bond shall be credited for any payments made in good faith by the Surety

8 Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims if any under any Performance Bond By the CONTRACTOR furnishing and the OWNER accepting this Bond they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond subject to the OWNER's priority to use the funds for the completion of the Work

9 The Surety shall not be liable to the OWNER Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligations to make payments to give notices on behalf of or otherwise have obligations to Claimants under this Bond

10 The Surety hereby waives notice of any change including changes of time to the Contract or to related Subcontracts purchase orders and other obligations

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3 or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs If the provisions of this paragraph are void or prohibited by law the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable

12 Notice to the Surety the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page Actual receipt of notice by Surety the OWNER or the CONTRACTOR however accomplished shall be sufficient compliance as of the date received at the address shown on the signature page

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond

14 Upon request of any person or entity appearing to be a potential beneficiary of this Bond the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made

15 DEFINITIONS

15.1 Claimant An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor materials or equipment for use in the performance of the Contract The intent of this Bond shall be to include without limitation in the terms labor materials or equipment that part of water gas power light, heat, oil gasoline telephone service or rental equipment used in the Contract architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor materials or equipment were furnished

15.2 Contract. The agreement between the OWNER and the CONTRACTOR identified on the signature page including all Contract Documents and changes thereto

15.3 OWNER Default. Failure of the OWNER which has neither been remedied nor waived to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof

(FOR INFORMATION ONLY--Name Address and Telephone)
AGENCY or BROKER OWNER'S REPRESENTATIVE (Engineer or other party)

CERTIFICATE OF INSURANCE					Issue Date:	
PRODUCER:		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
		COMPANIES AFFORDING COVERAGE				
Code	Sub-Code	COMPANY LETTER A				
INSURED:		COMPANY LETTER B				
		COMPANY LETTER C				
		COMPANY LETTER D				
		COMPANY LETTER E				
COVERAGES						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$1,000,
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	(Completed Operations & Products Liability remains in force for 2 years after final payment)			PRODUCTS-COMP/OPS	\$1,000,
	<input checked="" type="checkbox"/> OCCURRENCE				AGGREGATE	
	<input checked="" type="checkbox"/> BLANKET CONTRACTUAL				PERSONAL & ADVERTISING INJURY	\$1,000,
					EACH OCCURRENCE	\$1,000,
	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT	\$1,000,
	<input checked="" type="checkbox"/> HIRED AUTOS				EACH OCCURRENCE	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				Bodily Injury & Property Damage	
	EXCESS LIABILITY				EACH OCCURRENCE	\$4,000,
	<input checked="" type="checkbox"/> UMBRELLA FORMS	(Follows Form of the Primary)			AGGREGATE	\$4,000,
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
		(Includes US Longshoremen and Harbor Workers Act and Maritime Coverage Where Applicable and All States Endorsement)			EACH ACCIDENT	\$1,000,
					DISEASE-POLICY LIMIT	\$1,000,
					DISEASE-EACH EMPLOYEE	\$1,000,
	OTHER				EACH OCCURRENCE	
					AGGREGATE	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:						
<ol style="list-style-type: none"> Certificate Holder(s) & their Officers, Directors, Partners, Employees, & Agents Named as Additional Insured (all policies except VVC). The coverage afforded the Additional Insured under these policies shall be primary insurance. If the Additional Insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. (Copy of Additional Insured Endorsement attached.) Blanket Coverage for XCU Hazards (General Liability & Excess Liability). Waiver of Subrogation Against Certificate Holder(s), Their Officers, Directors, Partners, Employees, & Agents (all policies). Contractual Coverage covers liability assumed in the Indemnification Clause of the Contract between Certificate Holder and Insured (General Liability & Excess Liability). General and Products/Completed Operations aggregates apply for each Certificate Holder contract(s) or amendments (General Liability & Excess Liability). Contractual Liability Limitation Endorsement CG2139 or its equivalent is not included in either General or Excess Liability policies. Severability of Interest or Cross Liability clause or endorsement included (General Liability & Excess Liability). 						
CERTIFICATE HOLDERS			CANCELLATION			
1.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED, TERMINATED, OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDERS NAMED TO THE LEFT. ANY IMPAIRMENT OR EXHAUSTION OF AGGREGATES WILL BE THE SUBJECT OF IMMEDIATE NOTICE TO THE CERTIFICATE HOLDERS.					
2.	AUTHORIZED REPRESENTATIVE					

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CERTIFICATE OF PROPERTY INSURANCE		ISSUE DATE _____ (mm/dd/yy)	
THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED IS IN FORCE AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY			
PRODUCER Code Sub-Code		COMPANY	
INSURED		POLICY NUMBER	
		EFFECTIVE DATE (mm/dd/yy)	EXPIRATION DATE (mm/dd/yy)
PROPERTY INFORMATION			
LOCATION/DESCRIPTION			
COVERAGE INFORMATION			
COVERAGES/PERILS/FORMS		AMOUNT OF INSURANCE	DEDUCTIBLE
BUILDERS RISK/INSTALLATION FLOATER All Risk of Physical Damage or Loss to Equipment and Materials at or Incidental to the Jobsite on Completed Value Form		Insurable value of completed work. _____	
REMARKS (including Special Conditions)			
1 Certificate Holder and others identified in the property insurance paragraph of the Contract Documents are Named Insureds 2 Waiver of Subrogation against Named Insureds 3 Any similar insurance carried by Named Insureds is excess of coverage described hereon 4 Losses are payable to Owner as fiduciary for the Named Insureds			
CANCELLATION			
THIS POLICY IS SUBJECT TO THE PREMIUMS FORMS AND RULES IN EFFECT FOR EACH POLICY PERIOD SHOULD THE POLICY BE TERMINATED OR MATERIALLY CHANGED THE COMPANY WILL GIVE THE CERTIFICATE HOLDERS IDENTIFIED BELOW 30 DAYS' WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW			
CERTIFICATE HOLDERS			
Name and Address		Nature of Interest	
1		X Additional Named Insured	
2			
		SIGNATURE OF AUTHORIZED AGENT OF THE COMPANY	

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This document has important legal consequences consultation with an attorney is encouraged with respect to its use or modification This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and



AMERICAN CONSULTING
ENGINEERS COUNCIL

Issued and Published Jointly By



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Professional Engineers**
Professional Engineers in Private Practice



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CIVIL ENGINEERS

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AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General



Contractors of America

Construction Specifications Institute



These General Conditions have been prepared for use with the Owner Contractor Agreements (No 1910-8-A 1 or 1910-8 A 2) (1996 Editions) Their provisions are interrelated and a change in one may necessitate a change in the other Comments concerning their usage are contained in the EJCDC User's Guide (No 1910 50) For guidance in the preparation of Supplementary Conditions see Guide to the Preparation of Supplementary Conditions (No 1910 17) (1996 Edition)

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National Society of Professional Engineers
1420 King Street Alexandria VA 22314

American Consulting Engineers Council
1015 15th Street N W Washington DC 20005

American Society of Civil Engineers
345 East 47th Street New York NY 10017

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GENERAL CONDITIONS

ARTICLE 1 DEFINITIONS AND TERMINOLOGY

1 01 *Defined Terms*

A Wherever used in the Contract Documents and printed with initial or all capital letters the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof

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

2 *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work

3 *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents

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

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

6 *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids)

7 *Bidding Requirements*--The Advertisement or Invitation to Bid Instructions to Bidders Bid security form if any and the Bid form with any supplements

8 *Bonds* Performance and payment bonds and other instruments of security

9 *Change Order* A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition deletion or revision in the Work or an adjustment in the Contract Price or the

Contract Times issued on or after the Effective Date of the Agreement

10 *Claim* A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times or both or other relief with respect to the terms of the Contract A demand for money or services by a third party is not a Claim

11 *Contract* The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work The Contract supersedes prior negotiations representations or agreements whether written or oral

12 *Contract Documents* The Contract Documents establish the rights and obligations of the parties and include the Agreement Addenda (which pertain to the Contract Documents) CONTRACTOR s Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement the Notice to Proceed the Bonds these General Conditions the Supplementary Conditions the Specifications and the Drawings as the same are more specifically identified in the Agreement together with all Written Amendments Change Orders Work Change Directives Field Orders and ENGINEER s written interpretations and clarifications issued on or after the Effective Date of the Agreement Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents Only printed or hard copies of the items listed in this paragraph are Contract Documents Files in electronic media format of text data graphics and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents

13 *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11 03 in the case of Unit Price Work)

14 *Contract Times* The number of days or the dates stated in the Agreement to (i) achieve Substantial Completion and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER s written recommendation of final payment

15 *CONTRACTOR* The individual or entity with whom OWNER has entered into the Agreement

16 *Cost of the Work* See paragraph 11.01.A for definition

17 *Drawings* That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

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

19 *ENGINEER* The individual or entity named as such in the Agreement.

20 *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21 *Field Order* A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22 *General Requirements* Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23 *Hazardous Environmental Condition* The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

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

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

26 *Liens* Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

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

28 *Notice of Award* The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29 *Notice to Proceed* A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30 *OWNER*--The individual entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

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

32 *PCBs* Polychlorinated biphenyls.

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

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

35 *Project Manual* The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual which may be bound in one or more volumes is contained in the table(s) of contents.

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

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

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

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

40 *Site Lands* Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed including rights-of way and easements for access thereto and such other lands furnished by OWNER which are designated for the use of CONTRACTOR

41 *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials equipment systems standards and workmanship as applied to the Work and certain administrative details applicable thereto

42 *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site

43 *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where in the opinion of ENGINEER the Work (or a specified part thereof) is sufficiently complete in accordance with the Contract Documents so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof

44 *Supplementary Conditions* That part of the Contract Documents which amends or supplements these General Conditions

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

46 *Underground Facilities* All underground pipelines conduits ducts cables wires manholes vaults tanks tunnels or other such facilities or attachments and any encasements containing such facilities including those that convey electricity gases

steam liquid petroleum products telephone or other communications cable television water wastewater storm water other liquids or chemicals or traffic or other control systems

47 *Unit Price Work* Work to be paid for on the basis of unit prices

48 *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents Work includes and is the result of performing or providing all labor services and documentation necessary to produce such construction and furnishing installing and incorporating all materials and equipment into such construction all as required by the Contract Documents

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

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

1 02 Terminology

A Intent of Certain Terms or Adjectives

1 Whenever in the Contract Documents the terms "as allowed" "as approved" or terms of like effect or import are used or the adjectives "reasonable" "suitable" "acceptable" "proper" "satisfactory" or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work it is intended that such action or determination will be solely to evaluate in general the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise) The

use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9 10 or any other provision of the Contract Documents

B Day

1 The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight

C Defective

1 The word "defective" when modifying the word "Work" refers to Work that is unsatisfactory faulty or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection reference standard test or approval referred to in the Contract Documents or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14 04 or 14 05)

D Furnish Install Perform Provide

1 The word "furnish" when used in connection with services materials or equipment shall mean to supply and deliver said services materials or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition

2 The word "install" when used in connection with services materials or equipment shall mean to put into use or place in final position said services materials or equipment complete and ready for intended use

3 The words "perform" or "provide" when used in connection with services materials or equipment shall mean to furnish and install said services materials or equipment complete and ready for intended use

4 When "furnish" "install" "perform" or "provide" is not used in connection with services materials or equipment in a context clearly requiring an obligation of CONTRACTOR "provide" is implied

E Unless stated otherwise in the Contract Documents words or phrases which have a well known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning

ARTICLE 2 PRELIMINARY MATTERS

2 01 Delivery of Bonds

A When CONTRACTOR delivers the executed Agreements to OWNER CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish

2 02 Copies of Documents

A OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents Additional copies will be furnished upon request at the cost of reproduction

2 03 Commencement of Contract Times Notice to Proceed

A The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or if a Notice to Proceed is given on the day indicated in the Notice to Proceed A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier

2 04 Starting the Work

A CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run No Work shall be done at the Site prior to the date on which the Contract Times commence to run

2 05 Before Starting Construction

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

B Preliminary Schedules Within ten days after the Effective Date of the Agreement (unless otherwise specified

in the General Requirements) CONTRACTOR shall submit to ENGINEER for its timely review

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

2 a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting reviewing and processing such submittal and

3 a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work Such prices will include an appropriate amount of overhead and profit applicable to each item of Work

C Evidence of Insurance Before any Work at the Site is started CONTRACTOR and OWNER shall each deliver to the other with copies to each additional insured identified in the Supplementary Conditions certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request), which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5

2 06 *Preconstruction Conference*

A Within 20 days after the Contract Times start to run but before any Work at the Site is started a conference attended by CONTRACTOR ENGINEER and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2 05 B procedures for handling Shop Drawings and other submittals processing Applications for Payment and maintaining required records

2 07 *Initial Acceptance of Schedules*

A Unless otherwise provided in the Contract Documents at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR ENGINEER and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2 05 B CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER

1 The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times Such acceptance will not impose on ENGINEER responsibility for the progress schedule for sequencing scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR s full responsibility therefor

2 CONTRACTOR s schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals

3 CONTRACTOR s schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work

ARTICLE 3 CONTRACT DOCUMENTS INTENT AMENDING REUSE

3 01 *Intent*

A The Contract Documents are complementary what is called for by one is as binding as if called for by all

B It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents Any labor documentation services materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER

C Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9

3 02 *Reference Standards*

A *Standards Specifications Codes Laws and Regulations*

1 Reference to standards specifications manuals or codes of any technical society organization or association or to Laws or Regulations whether such reference be specific or by implication shall mean the standard specification manual code or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids)

except as may be otherwise specifically stated in the Contract Documents

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

3 03 Reporting and Resolving Discrepancies

A Reporting Discrepancies

1 If during the performance of the Work CONTRACTOR discovers any conflict error ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification manual or code or of any instruction of any Supplier CONTRACTOR shall report it to ENGINEER in writing at once CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6 16 A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3 04 provided however that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict error ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof

B Resolving Discrepancies

1 Except as may be otherwise specifically stated in the Contract Documents the provisions of the Contract Documents shall take precedence in resolving any conflict error ambiguity or discrepancy between the provisions of the Contract Documents and

a the provisions of any standard specification manual code or instruction (whether or not specifically incorporated by reference in the Contract Documents) or

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

3 04 Amending and Supplementing Contract Documents

A The Contract Documents may be amended to provide for additions deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways (i) a Written Amendment (ii) a Change Order or (iii) a Work Change Directive

B The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized by one or more of the following ways (i) a Field Order (ii) ENGINEER s approval of a Shop Drawing or Sample or (iii) ENGINEER s written interpretation or clarification

3 05 Reuse of Documents

A CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER s Consultant including electronic media editions and (ii) shall not reuse any of such Drawings Specifications other documents or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER This prohibition will survive final payment completion and acceptance of the Work or termination or completion of the Contract Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes

ARTICLE 4 AVAILABILITY OF LANDS SUBSURFACE AND PHYSICAL CONDITIONS REFERENCE POINTS

4 01 Availability of Lands

A OWNER shall furnish the Site OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent of any of any adjustment in the Contract Price or Contract Times or both as a result of any delay in OWNER s furnishing the Site CONTRACTOR may make a Claim therefor as provided in paragraph 10 05

B Upon reasonable written request OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations

C CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment

4 02 *Subsurface and Physical Conditions*

A *Reports and Drawings* The Supplementary Conditions identify

1 those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents and

2 those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents

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

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

2 other data interpretations opinions and information contained in such reports or shown or indicated in such drawings or

3 any CONTRACTOR interpretation of or conclusion drawn from any technical data or any such other data interpretations opinions or information

4 03 *Differing Subsurface or Physical Conditions*

A *Notice* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either

1 is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4 02 is materially inaccurate or

2 is of such a nature as to require a change in the Contract Documents or

3 differs materially from that shown or indicated in the Contract Documents or

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

then CONTRACTOR shall promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6 16 A) notify OWNER and ENGINEER in writing about such condition CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so

B *ENGINEER's Review* After receipt of written notice as required by paragraph 4 03 A ENGINEER will promptly review the pertinent condition determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions

C *Possible Price and Times Adjustments*

1 The Contract Price or the Contract Times or both will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of or time required for performance of the Work subject however to the following

a such condition must meet any one or more of the categories described in paragraph 4 03 A and

b with respect to Work that is paid for on a Unit Price Basis any adjustment in Contract Price will be subject to the provisions of paragraphs 9 08 and 11 03

2 CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if

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

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

c CONTRACTOR failed to give the written notice within the time and as required by paragraph 4 03 A

3 If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent if any of any adjustment in the Contract Price or Contract Times or both a Claim may be made therefor as provided in paragraph 10 05 However OWNER ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims costs losses or damages (including but not limited to all fees and charges of engineers architects attorneys and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project

4 04 *Underground Facilities*

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

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

2 the cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for

a reviewing and checking all such information and data

b locating all Underground Facilities shown or indicated in the Contract Documents

c coordination of the Work with the owners of such Underground Facilities including OWNER during construction and

d the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work

B *Not Shown or Indicated*

1 If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents CONTRACTOR shall promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6 16 A) identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER ENGINEER will promptly review the Underground Facility and determine the extent if any to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility During such time CONTRACTOR shall be responsible for the safety and protection of such Underground Facility

2 If ENGINEER concludes that a change in the Contract Documents is required a Work Change Directive or a Change Order will be issued to reflect and document such consequences An equitable adjustment shall be made in the Contract Price of Contract Times or both to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent if any of any such adjustment in Contract Price or Contract Times OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10 05

4 05 *Reference Points*

A OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work CONTRACTOR shall be responsible for laying out the Work shall protect and preserve the established reference points and property

monuments and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

A Reports and Drawings Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site if any that have been utilized by the ENGINEER in the preparation of the Contract Documents.

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

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

2 other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

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

C CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous

Environmental Condition, CONTRACTOR shall immediately (i) secure or otherwise isolate such condition, (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16) and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action if any.

E CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent of any adjustment in Contract Price or Contract Times or both as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition provided that such Hazardous Environmental Condition (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing

in this paragraph 4 06 E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual s or entity s own negligence

H To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER ENGINEER ENGINEER s Consultants and the officers directors partners employees agents other consultants and subcontractors of each and any of them from and against all claims costs losses and damages (including but not limited to all fees and charges of engineers architects attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible Nothing in this paragraph 4 06 F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual s or entity s own negligence

I The provisions of paragraphs 4 07 4 03 and 4 04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site

ARTICLE 5 BONDS AND INSURANCE

5 01 *Performance Payment and Other Bonds*

A CONTRACTOR shall furnish performance and payment Bonds each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR s obligations under the Contract Documents These Bonds shall remain in effect at least until one year after the date when final payment becomes due except as provided otherwise by Laws or Regulations or by the Contract Documents CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents

B All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service Surety Bond Branch U S Department of the Treasury All Bonds signed by an agent must be accompanied by a certified copy of such agent s authority to act

C If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements

of paragraph 5 01 B CONTRACTOR shall within 20 days thereafter substitute another Bond and surety both of which shall comply with the requirements of paragraphs 5 01 B and 5 02

5 02 *Licensed Sureties and Insurers*

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

5 03 *Certificates of Insurance*

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

5 04 *CONTRACTOR s Liability Insurance*

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

1 claims under workers compensation disability benefits and other similar employee benefit acts

2 claims for damages because of bodily injury occupational sickness or disease or death of CONTRACTOR s employees

3 claims for damages because of bodily injury sickness or disease or death of any person other than CONTRACTOR s employees

4 claims for damages insured by reasonably available personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR or (ii) by any other person for any other reason

5 claims for damages other than to the Work itself because of injury to or destruction of tangible property wherever located including loss of use resulting therefrom and

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

B The policies of insurance so required by this paragraph 5 04 to be purchased and maintained shall

1 with respect to insurance required by paragraphs 5 04 A 3 through 5 04 A 6 inclusive include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER ENGINEER ENGINEER s Consultants and any other individuals or entities identified in the Supplementary Conditions all of whom shall be listed as additional insureds and include coverage for the respective officers directors partners employees agents and other consultants and subcontractors of each and any of all such additional insureds and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby

2 include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations whichever is greater

3 include completed operations insurance

4 include contractual liability insurance covering CONTRACTOR s indemnity obligations under paragraphs 6 07 6 11 and 6 20

5 contain a provision or endorsement that the coverage afforded will not be canceled materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5 03 will so provide)

6 remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be

correcting removing or replacing defective Work in accordance with paragraph 13 07 and

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

5 05 OWNER s Liability Insurance

A In addition to the insurance required to be provided by CONTRACTOR under paragraph 5 04 OWNER at OWNER s option may purchase and maintain at OWNER s expense OWNER s own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents

5 06 Property Insurance

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

1 include the interests of OWNER CONTRACTOR Subcontractors ENGINEER ENGINEER s Consultants and any other individuals or entities identified in the Supplementary Conditions and the officers directors partners employees agents and other consultants and subcontractors of each and any of them each of whom is deemed to have an insurable interest and shall be listed as an additional insured

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

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

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

5 allow for partial utilization of the Work by OWNER

6 include testing and startup and

7 be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER CONTRACTOR and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued

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

C All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5 06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5 07

D OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5 06 to protect the interests of CONTRACTOR Subcontractors or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions The risk of loss within such identified deductible amount will be borne by CONTRACTOR Subcontractors or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts each may purchase and maintain it at the purchaser s own expense

E If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5 06 OWNER shall if possible include such insurance and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment Prior to commencement of the Work

at the Site OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER

5 07 Waiver of Rights

A OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5 06 will protect OWNER CONTRACTOR Subcontractors ENGINEER ENGINEER s Consultants and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers directors partners employees agents and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder OWNER and CONTRACTOR waive all rights against each other and their respective officers directors partners employees agents and other consultants and subcontractors of each and any of them for all losses and damages caused by arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work and in addition waive all such rights against Subcontractors ENGINEER ENGINEER s Consultants and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers directors partners employees agents and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued

B OWNER waives all rights against CONTRACTOR Subcontractors ENGINEER ENGINEER s Consultants and the officers directors partners employees agents and other consultants and subcontractors of each and any of them for

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

2 loss or damage to the completed Project or part thereof caused by arising out of or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14 05 after Substantial Completion

pursuant to paragraph 14 04 or after final payment pursuant to paragraph 14 07

C Any insurance policy maintained by OWNER covering any loss damage or consequential loss referred to in paragraph 5 07 B shall contain provisions to the effect that in the event of payment of any such loss damage or consequential loss the insurers will have no rights of recovery against CONTRACTOR Subcontractors ENGINEER or ENGINEER s Consultants and the officers directors partners employees agents and other consultants and subcontractors of each and any of them

5 08 Receipt and Application of Insurance Proceeds

A Any insured loss under the policies of insurance required by paragraph 5 06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds as their interests may appear subject to the requirements of any applicable mortgage clause and of paragraph 5 08 B OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach If no other special agreement is reached the damaged Work shall be repaired or replaced the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment

B OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER s exercise of this power If such objection be made OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach If no such agreement among the parties in interest is reached OWNER as fiduciary shall adjust and settle the loss with the insurers and if required in writing by any party in interest OWNER as fiduciary shall give bond for the proper performance of such duties

5 09 Acceptance of Bonds and Insurance Option to Replace

A If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non conformance with the Contract Documents the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2 05 C OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request If either party does not purchase or maintain all of the Bonds and insurance required

of such party by the Contract Documents such party shall notify the other party in writing of such failure to purchase prior to the start of the Work or of such failure to maintain prior to any change in the required coverage Without prejudice to any other right or remedy the other party may elect to obtain equivalent Bonds or insurance to protect such other party s interests at the expense of the party who was required to provide such coverage and a Change Order shall be issued to adjust the Contract Price accordingly

5 10 Partial Utilization Acknowledgment of Property Insurer

A If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14 05 no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5 06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby The insurers providing the property insurance shall consent by endorsement on the policy or policies but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy

ARTICLE 6 CONTRACTOR S RESPONSIBILITIES

6 01 Supervision and Superintendence

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

B At all times during the progress of the Work CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances The superintendent will be CONTRACTOR s representative at the Site and shall have authority to act on behalf of CONTRACTOR All communications given to or received from the superintendent shall be binding on CONTRACTOR

6 02 Labor Working Hours

A CONTRACTOR shall provide competent suitably qualified personnel to survey lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto and except as otherwise stated in the Contract Documents all Work at the Site shall be performed during regular working hours and CONTRACTOR will not permit overtime work or the performance of Work on Saturday Sunday or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6 03 Services Materials and Equipment

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

B All materials and equipment incorporated into the Work shall be as specified or if not specified shall be of good quality and new except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source kind and quality of materials and equipment. All materials and equipment shall be stored applied installed connected erected protected used cleaned and conditioned in accordance with instructions of the applicable Supplier except as otherwise may be provided in the Contract Documents.

6 04 Progress Schedule

A CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2 07 as it may be adjusted from time to time as provided below.

1 CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2 07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with

any provisions of the General Requirements applicable thereto.

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

6 05 Substitutes and "Or Equals"

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

1 "Or Equal" Items If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required it may be considered by ENGINEER as an "or-equal" item in which case review and approval of the proposed item may in ENGINEER's sole discretion be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6 05 A 1 a proposed item of material or equipment will be considered functionally equal to an item so named if

a in the exercise of reasonable judgment ENGINEER determines that (i) it is at least equal in quality durability appearance strength and design characteristics (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole and

b CONTRACTOR certifies that (i) there is no increase in cost to the OWNER and (ii) it will conform substantially even with deviations to the detailed requirements of the item named in the Contract Documents.

2 Substitute Items

a If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under

paragraph 6 05 A 1 it will be considered a proposed substitute item

b CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR

c The procedure for review by ENGINEER will be as set forth in paragraph 6 05 A 2 d as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances

d CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design be similar in substance to that specified and be suited to the same use as that specified The application will state the extent if any to which the use of the proposed substitute item will prejudice CONTRACTOR s achievement of Substantial Completion on time whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty All variations of the proposed substitute item from that specified will be identified in the application and available engineering sales maintenance repair and replacement services will be indicated The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item including costs of redesign and claims of other contractors affected by any resulting change all of which will be considered by ENGINEER in evaluating the proposed substitute item ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item

B *Substitute Construction Methods or Procedures* If a specific means method technique sequence or procedure of construction is shown or indicated in and expressly

required by the Contract Documents CONTRACTOR may furnish or utilize a substitute means method technique sequence or procedure of construction approved by ENGINEER CONTRACTOR shall submit sufficient information to allow ENGINEER in ENGINEER s sole discretion to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents The procedure for review by ENGINEER will be similar to that provided in subparagraph 6 05 A 2

C *Engineer s Evaluation* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6 05 A and 6 05 B ENGINEER will be the sole judge of acceptability No "or-equal" or substitute will be ordered installed or utilized until ENGINEER s review is complete which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal " ENGINEER will advise CONTRACTOR in writing of any negative determination

D *Special Guarantee* OWNER may require CONTRACTOR to furnish at CONTRACTOR s expense a special performance guarantee or other surety with respect to any substitute

E *ENGINEER s Cost Reimbursement* ENGINEER will record time required by ENGINEER and ENGINEER s Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6 05 A 2 and 6 05 B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER s Consultants for evaluating each such proposed substitute

F *CONTRACTOR s Expense* CONTRACTOR shall provide all data in support of any proposed substitute or "or equal" at CONTRACTOR s expense

6 06 *Concerning Subcontractors Suppliers and Others*

A CONTRACTOR shall not employ any Subcontractor Supplier or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6 06 B) whether initially or as a replacement against whom OWNER may have reasonable objection CONTRACTOR shall not be required to employ any Subcontractor Supplier or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection

B If the Supplementary Conditions require the identity of certain Subcontractors Suppliers or other individuals or

entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor Supplier or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor Supplier or other individual or entity and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor Supplier or other individual or entity whether initially or as a replacement shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors Suppliers and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor Supplier or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor Supplier or other individual or entity nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor Supplier or other individual or entity except as may otherwise be required by Laws and Regulations.

D CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors Suppliers and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E CONTRACTOR shall require all Subcontractors Suppliers and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

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

G All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor

or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06 the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER'S Consultants and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them) for all losses and damages caused by arising out of relating to or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 Patent Fees and Royalties

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

6.08 Permits

A Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR when necessary in obtaining such permits.

and licenses CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids or if there are no Bids on the Effective Date of the Agreement CONTRACTOR shall pay all charges of utility owners for connections to the Work and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees

6 09 *Laws and Regulations*

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

B If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations CONTRACTOR shall bear all claims costs losses and damages (including but not limited to all fees and charges of engineers architects attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work however it shall not be CONTRACTOR s primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations but this shall not relieve CONTRACTOR of CONTRACTOR s obligations under paragraph 3 03

C Changes in Laws or Regulations not known at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent if any of any such adjustment a Claim may be made therefor as provided in paragraph 10 05

6 10 *Taxes*

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

6 11 *Use of Site and Other Areas*

A *Limitation on Use of Site and Other Areas*

1 CONTRACTOR shall confine construction equipment the storage of materials and equipment and the operations of workers to the Site and other areas permitted by Laws and Regulations and shall not

unreasonably encumber the Site and other areas with construction equipment or other materials or equipment CONTRACTOR shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof or of any adjacent land or areas resulting from the performance of the Work

2 Should any claim be made by any such owner or occupant because of the performance of the Work CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law

3 To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER ENGINEER ENGINEER s Consultant and the officers directors partners employees agents and other consultants of each and any of them from and against all claims costs losses and damages (including but not limited to all fees and charges of engineers architects attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action legal or equitable brought by any such owner or occupant against OWNER ENGINEER or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR s performance of the Work

B *Removal of Debris During Performance of the Work* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials rubbish and other debris Removal and disposal of such waste materials rubbish and other debris shall conform to applicable Laws and Regulations

C *Cleaning* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER At the completion of the Work CONTRACTOR shall remove from the Site all tools appliances construction equipment and machinery and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents

D *Loading Structures* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it

6 12 *Record Documents*

A CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings Specifications Addenda Written Amendments Change Orders Work

Change Directives Field Orders and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work these record documents Samples and Shop Drawings will be delivered to ENGINEER for OWNER.

6 13 *Safety and Protection*

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

1 all persons on the Site or who may be affected by the Work

2 all the Work and materials and equipment to be incorporated therein whether in storage on or off the Site and

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

B CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property or to the protection of persons or property from damage injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them and shall cooperate with them in the protection removal relocation and replacement of their property. All damage injury or loss to any property referred to in paragraph 6 13 A 2 or 6 13 A 3 caused directly or indirectly in whole or in part by CONTRACTOR any Subcontractor Supplier or any other individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant or anyone employed by any of them or anyone for whose acts any of them may be liable and not attributable directly or indirectly in whole or in part to the fault or negligence of CONTRACTOR or any Subcontractor Supplier or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and

responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14 07 B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion)

6 14 *Safety Representative*

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

6 15 *Hazard Communication Programs*

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

6 16 *Emergencies*

A In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto CONTRACTOR is obligated to act to prevent threatened damage injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency a Work Change Directive or Change Order will be issued

6 17 *Shop Drawings and Samples*

A CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities dimensions specified performance and design criteria materials and similar data to show ENGINEER the services materials and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6 17 E

B CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample

submittals Each Sample will be identified clearly as to material Supplier pertinent data such as catalog numbers and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6 17 E The numbers of each Sample to be submitted will be as specified in the Specifications

C Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2 07 any related Work performed prior to ENGINEER s review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR

D Submittal Procedures

1 Before submitting each Shop Drawing or Sample CONTRACTOR shall have determined and verified

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

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

c all information relative to means methods techniques sequences and procedures of construction and safety precautions and programs incident thereto and

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

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

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

Drawing and Sample submitted to ENGINEER for review and approval of each such variation

E ENGINEER s Review

1 ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER ENGINEER s review and approval will be only to determine if the items covered by the submittals will after installation or incorporation in the Work conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents

2 ENGINEER s review and approval will not extend to means methods techniques sequences or procedures of construction (except where a particular means method technique sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions

3 ENGINEER s review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER s attention to each such variation at the time of each submittal as required by paragraph 6 17 D 3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6 17 D 1

F Resubmittal Procedures

1 CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals

6 18 Continuing the Work

A CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER No Work shall be delayed or postponed pending resolution of any disputes or disagreements except

as permitted by paragraph 15 04 or as OWNER and CONTRACTOR may otherwise agree in writing

6 19 CONTRACTOR s General Warranty and Guarantee

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

1 abuse modification or improper maintenance or operation by persons other than CONTRACTOR Sub contractors Suppliers or any other individual or entity for whom CONTRACTOR is responsible or

2 normal wear and tear under normal usage

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

1 observations by ENGINEER

2 recommendation by ENGINEER or payment by OWNER of any progress or final payment

3 the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER

4 use or occupancy of the Work or any part thereof by OWNER

5 any acceptance by OWNER or any failure to do so

6 any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER

7 any inspection test or approval by others or

8 any correction of defective Work by OWNER

6 20 Indemnification

A To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER ENGINEER ENGINEER s Consultants and the officers directors partners employees agents and other consultants and subcontractors of each and any of them from

and against all claims costs losses and damages (including but not limited to all fees and charges of engineers architects attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work provided that any such claim cost loss or damage

1 is attributable to bodily injury sickness disease or death or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and

2 is caused in whole or in part by any negligent act or omission of CONTRACTOR any Subcontractor any Supplier or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity

B In any and all claims against OWNER or ENGINEER or any of their respective consultants agents officers directors partners or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR any Subcontractor any Supplier or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable the indemnification obligation under paragraph 6 20 A shall not be limited in any way by any limitation on the amount or type of damages compensation or benefits payable by or for CONTRACTOR or any such Subcontractor Supplier or other individual or entity under workers compensation acts disability benefit acts or other employee benefit acts

C The indemnification obligations of CONTRACTOR under paragraph 6 20 A shall not extend to the liability of ENGINEER and ENGINEER s Consultants or to the officers directors partners employees agents and other consultants and subcontractors of each and any of them arising out of

1 the preparation or approval of or the failure to prepare or approve maps Drawings opinions reports surveys Change Orders designs or Specifications or

2 giving directions or instructions or failing to give them if that is the primary cause of the injury or damage

ARTICLE 7 OTHER WORK

7 01 *Related Work at Site*

A OWNER may perform other work related to the Project at the Site by OWNER s employees or let other direct contracts therefor or have other work performed by utility owners If such other work is not noted in the Contract Documents then

1 written notice thereof will be given to CONTRACTOR prior to starting any such other work and

2 if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent if any of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work a Claim may be made therefor as provided in paragraph 10 05

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

C If the proper execution or results of any part of CONTRACTOR s Work depends upon work performed by others under this Article 7 CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR s Work CONTRACTOR s failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR s Work except for latent defects and deficiencies in such other work

7 02 *Coordination*

A If OWNER intends to contract with others for the performance of other work on the Project at the Site the following will be set forth in Supplementary Conditions

1 the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified

2 the specific matters to be covered by such authority and responsibility will be itemized and

3 the extent of such authority and responsibilities will be provided

B Unless otherwise provided in the Supplementary Conditions OWNER shall have sole authority and responsibility for such coordination

ARTICLE 8 OWNER S RESPONSIBILITIES

8 01 *Communications to Contractor*

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

8 02 *Replacement of ENGINEER*

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

8 03 *Furnish Data*

A OWNER shall promptly furnish the data required of OWNER under the Contract Documents

8 04 *Pay Promptly When Due*

A OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14 02 C and 14 07 C

8 05 *Lands and Easements Reports and Tests*

A OWNER s duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4 01 and 4 05 Paragraph 4 02 refers to OWNER s identifying and making available to CONTRACTOR copies of reports of explorations

and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents

8 06 *Insurance*

A OWNER s responsibilities if any in respect to purchasing and maintaining liability and property insurance are set forth in Article 5

8 07 *Change Orders*

A OWNER is obligated to execute Change Orders as indicated in paragraph 10 03

8 08 *Inspections Tests and Approvals*

A OWNER s responsibility in respect to certain inspections tests and approvals is set forth in paragraph 13 03 B

8 09 *Limitations on OWNER s Responsibilities*

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

8 10 *Undisclosed Hazardous Environmental Condition*

A OWNER s responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4 06

8 11 *Evidence of Financial Arrangements*

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

ARTICLE 9 ENGINEER S STATUS DURING CONSTRUCTION

9 01 *OWNER S Representative*

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

9 02 *Visits to Site*

A ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR s executed Work Based on information obtained during such visits and observations ENGINEER for the benefit of OWNER will determine in general if the Work is proceeding in accordance with the Contract Documents ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work ENGINEER s efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents On the basis of such visits and observations ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work

B ENGINEER s visits and observations are subject to all the limitations on ENGINEER s authority and responsibility set forth in paragraph 9 10 and particularly but without limitation during or as a result of ENGINEER s visits or observations of CONTRACTOR s Work ENGINEER will not supervise direct control or have authority over or be responsible for CONTRACTOR s means methods techniques sequences or procedures of construction or the safety precautions and programs incident thereto or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work

9 03 *Project Representative*

A If OWNER and ENGINEER agree ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9 10 and in the Supplementary Conditions If OWNER designates another

representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant agent or employee the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions

9 04 *Clarifications and Interpretations*

A ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent of any adjustment in the Contract Price or Contract Times or both that should be allowed as a result of a written clarification or interpretation a Claim may be made therefor as provided in paragraph 10 05

9 05 *Authorized Variations in Work*

A ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent of any adjustment in the Contract Price or Contract Times or both as a result of a Field Order a Claim may be made therefor as provided in paragraph 10 05

9 06 *Rejecting Defective Work*

A ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13 04 whether or not the Work is fabricated installed or completed

9 07 *Shop Drawings Change Orders and Payments*

A In connection with ENGINEER's authority as to Shop Drawings and Samples see paragraph 6 17

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

C In connection with ENGINEER's authority as to Applications for Payment see Article 14

9 08 *Determinations for Unit Price Work*

A ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR subject to the provisions of paragraph 10 05

9 09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims disputes and other matters relating to the acceptability of the Work the quantities and classifications of Unit Price Work the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing in accordance with the provisions of paragraph 10 05 with a request for a formal decision

B When functioning as interpreter and judge under this paragraph 9 09 ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9 09 with respect to any such Claim dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14 07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim dispute or other matter

9 10 *Limitations on ENGINEER's Authority and Responsibilities*

A Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority

or responsibility or the undertaking exercise or performance of any authority or responsibility by ENGINEER shall create impose or give rise to any duty in contract tort or otherwise owed by ENGINEER to CONTRACTOR any Subcontractor any Supplier any other individual or entity or to any surety for or employee or agent of any of them

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

C ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor any Supplier or of any other individual or entity performing any of the Work

D ENGINEER s review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions schedules guarantees Bonds certificates of inspection tests and approvals and other documentation required to be delivered by paragraph 14 07 A will only be to determine generally that their contents complies with the requirements of and in the case of certificates of inspections tests and approvals that the results certified indicate compliance with the Contract Documents

E The limitations upon authority and responsibility set forth in this paragraph 9 10 shall also apply to ENGINEER s Consultants Resident Project Representative and assistants

ARTICLE 10 CHANGES IN THE WORK CLAIMS

10 01 *Authorized Changes in the Work*

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

B If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent if any of an adjustment in the Contract Price or Contract Times or both that should be allowed as a result of a Work Change

Directive a Claim may be made therefor as provided in paragraph 10 05

10 02 *Unauthorized Changes in the Work*

A CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended modified or supplemented as provided in paragraph 3 04 except in the case of an emergency as provided in paragraph 6 16 or in the case of uncovering Work as provided in paragraph 13 04 B

10 03 *Execution of Change Orders*

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

1 changes in the Work which are (i) ordered by OWNER pursuant to paragraph 10 01 A (ii) required because of acceptance of defective Work under paragraph 13 08 A or OWNER s correction of defective Work under paragraph 13 09 or (iii) agreed to by the parties

2 changes in the Contract Price or Contract Times which are agreed to by the parties including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive and

3 changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10 05 provided that in lieu of executing any such Change Order an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations but during any such appeal CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6 18 A

10 04 *Notification to Surety*

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

10 05 *Claims and Disputes*

A *Notice* Written notice stating the general nature of each Claim dispute or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim dispute or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim dispute or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12 01 B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12 02 B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B *ENGINEER's Decision* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party if any. ENGINEER's written decision on such Claim dispute or other matter will be final and binding upon OWNER and CONTRACTOR unless

1 an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16 or

2 if no such dispute resolution procedures have been set forth in Article 16 a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR) to exercise such rights or remedies as the appealing party may have with respect to such Claim dispute or other matter in accordance with applicable Laws and Regulations

C If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10 05 B a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party if any

D No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10 05

ARTICLE 11 COST OF THE WORK CASH ALLOWANCES UNIT PRICE WORK

11 01 *Cost of the Work*

A *Costs Included* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER such costs shall be in amounts no higher than those prevailing in the locality of the Project shall include only the following items and shall not include any of the costs itemized in paragraph 11 01 B

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

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

3 Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER who will then determine with the advice of ENGINEER which bids if any will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

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

5 Supplemental costs including the following:

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

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

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

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

e Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable

and royalty payments and fees for permits and licenses.

f Losses and damages (and related expenses) caused by damage to the Work not compensated by insurance or otherwise sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06 D) provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g The cost of utilities, fuel, and sanitary facilities at the Site.

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

i When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j When all the Work is performed on the basis of cost plus, the costs of premiums for all Bonds and insurance, CONTRACTOR is required by the Contract Documents to purchase and maintain

B Costs Excluded. The term Cost of the Work shall not include any of the following items:

1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01 A.1 or specifically covered by paragraph 11.01 A.4, all of which are to be

considered administrative costs covered by the CONTRACTOR's fee

2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site

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

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

5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11 01 A and 11 01 B

C CONTRACTOR's Fee When all the Work is performed on the basis of cost plus CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work CONTRACTOR's fee shall be determined as set forth in paragraph 12 01 C

D Documentation. Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11 01 A and 11 01 B CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data

11 02 Cash Allowances

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

1 the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site and all applicable taxes and

2 CONTRACTOR's costs for unloading and handling on the Site labor installation costs overhead profit and other expenses contemplated for the allow

ances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid

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

11 03 Unit Price Work

A Where the Contract Documents provide that all or part of the Work is to be Unit Price Work initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9 08

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

C OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10 05 if

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

2 there is no corresponding adjustment with respect any other item of Work and

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

ARTICLE 12 CHANGE OF CONTRACT PRICE
CHANGE OF CONTRACT TIMES

12 01 *Change of Contract Price*

A The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10 05.

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

1 where the Work involved is covered by unit prices contained in the Contract Documents by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11 03) or

2 where the Work involved is not covered by unit prices contained in the Contract Documents by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12 01 C 2) or

3 where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12 01 B 2 on the basis of the Cost of the Work (determined as provided in paragraph 11 01) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraph 12 01 C).

C *CONTRACTOR'S Fee* The CONTRACTOR'S fee for overhead and profit shall be determined as follows:

1 a mutually acceptable fixed fee or

2 if a fixed fee is not agreed upon then a fee based on the following percentages of the various portions of the Cost of the Work:

a for costs incurred under paragraphs 11 01 A 1 and 11 01 A 2 the CONTRACTOR'S fee shall be 15 percent

b for costs incurred under paragraph 11 01 A 3 the CONTRACTOR'S fee shall be five percent

c where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no

fixed fee is agreed upon the intent of paragraph 12 01 C 2 a is that the Subcontractor who actually performs the Work at whatever tier will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11 01 A 1 and 11 01 A 2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor.

d no fee shall be payable on the basis of costs itemized under paragraphs 11 01 A 4 11 01 A 5 and 11 01 B.

e the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR'S fee by an amount equal to five percent of such net decrease and

f when both additions and credits are involved in any one change the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 12 01 C 2 a through 12 01 C 2 e inclusive.

12 02 *Change of Contract Times*

A The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10 05.

B Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12 03 *Delays Beyond CONTRACTOR'S Control*

A Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12 02 A. Delays beyond the control of CONTRACTOR shall include but not be limited to acts or neglect by OWNER acts or neglect of utility owners or other contractors performing other work as contemplated by

Article 7 fires floods epidemics abnormal weather conditions or acts of God

12 04 Delays Within CONTRACTOR s Control

A The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR

12 05 Delays Beyond OWNER s and CONTRACTOR s Control

A Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR s sole and exclusive remedy for such delay

12 06 Delay Damages

A In no event shall OWNER or ENGINEER be liable to CONTRACTOR any Subcontractor any Supplier or any other person or organization or to any surety for or employee or agent of any of them for damages arising out of or resulting from

1 delays caused by or within the control of CONTRACTOR or

2 delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires floods epidemics abnormal weather conditions acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7

B Nothing in this paragraph 12 06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay interference or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible

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

13 01 Notice of Defects

A Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given

to CONTRACTOR All defective Work may be rejected corrected or accepted as provided in this Article 13

13 02 Access to Work

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

13 03 Tests and Inspections

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

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

1 for inspections tests or approvals covered by paragraphs 13 03 C and 13 03 D below

2 that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13 04 B shall be paid as provided in said paragraph 13 04 B and

3 as otherwise specifically provided in the Contract Documents

C If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected tested or approved by an employee or other representative of such public body CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections tests or approvals pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection or approval

D CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections tests or approvals required for OWNER s and ENGINEER s acceptance of materials or equipment to be incorporated in the Work or acceptance of materials mix designs or equipment submitted for approval prior to CONTRACTOR s purchase thereof for incorporation in the Work Such inspections tests or approvals shall be performed by organizations acceptable to OWNER and ENGINEER

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

F Uncovering Work as provided in paragraph 13 03 E shall be at CONTRACTOR s expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR s intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice

13 04 *Uncovering Work*

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

B If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others CONTRACTOR at ENGINEER s request shall uncover expose or otherwise make available for observation inspection or testing as ENGINEER may require that portion of the Work in question furnishing all necessary labor material and equipment If it is found that such Work is defective CONTRACTOR shall pay all Claims costs losses and damages (including but not limited to all fees and charges of engineers architects attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering exposure observation inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others) and OWNER shall be entitled to an appropriate decrease in the Contract Price If the parties are unable to agree as to the amount thereof OWNER may make a Claim therefor as provided in paragraph 10 05 If however such Work is not found to be defective CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones) or both directly attributable to such uncovering exposure observation inspection testing replacement and reconstruction If the parties are unable to agree as to the amount or extent thereof CONTRACTOR may make a Claim therefor as provided in paragraph 10 05

13 05 *OWNER May Stop the Work*

A If the Work is defective or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents OWNER may order CONTRACTOR to stop the Work or any portion thereof until the cause for such order has been eliminated however this right of OWNER to stop

the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR any Subcontractor any Supplier any other individual or entity or any surety for or employee or agent of any of them

13 06 *Correction or Removal of Defective Work*

A CONTRACTOR shall correct all defective Work whether or not fabricated installed or completed or if the Work has been rejected by ENGINEER remove it from the Project and replace it with Work that is not defective CONTRACTOR shall pay all Claims costs losses and damages (including but not limited to all fees and charges of engineers architects attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others)

13 07 *Correction Period*

A If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents any Work is found to be defective or if the repair of any damages to the land or areas made available for CONTRACTOR s use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6 11 A is found to be defective CONTRACTOR shall promptly without cost to OWNER and in accordance with OWNER s written instructions (i) repair such defective land or areas or (ii) correct such defective Work or if the defective Work has been rejected by OWNER remove it from the Project and replace it with Work that is not defective and (iii) satisfactorily correct or repair or remove and replace any damage to other Work to the work of others or other land or areas resulting therefrom If CONTRACTOR does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced and all Claims costs losses and damages (including but not limited to all fees and charges of engineers architects attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR

B In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work the correction period for that

item may start to run from an earlier date if so provided in the Specifications or by Written Amendment

C Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13 07 the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed

D CONTRACTOR s obligations under this paragraph 13 07 are in addition to any other obligation or warranty The provisions of this paragraph 13 07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose

13 08 *Acceptance of Defective Work*

A If instead of requiring correction or removal and replacement of defective Work OWNER (and prior to ENGINEER s recommendation of final payment ENGINEER) prefers to accept it OWNER may do so CONTRACTOR shall pay all Claims costs losses and damages (including but not limited to all fees and charges of engineers architects attorneys and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER s evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence If any such acceptance occurs prior to ENGINEER s recommendation of final payment a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and OWNER shall be entitled to an appropriate decrease in the Contract Price reflecting the diminished value of Work so accepted If the parties are unable to agree as to the amount thereof OWNER may make a Claim therefor as provided in paragraph 10 05 If the acceptance occurs after such recommendation an appropriate amount will be paid by CONTRACTOR to OWNER

13 09 *OWNER May Correct Defective Work*

A If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13 06 A or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents or if CONTRACTOR fails to comply with any other provision of the Contract Documents OWNER may after seven days written notice to CONTRACTOR correct and remedy any such deficiency

B In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously In

connection with such corrective and remedial action OWNER may exclude CONTRACTOR from all or part of the Site take possession of all or part of the Work and suspend CONTRACTOR s services related thereto take possession of CONTRACTOR s tools appliances construction equipment and machinery at the Site and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere CONTRACTOR shall allow OWNER OWNER s representatives agents and employees OWNER s other contractors and ENGINEER and ENGINEER s Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph

C All Claims costs losses and damages (including but not limited to all fees and charges of engineers architects attorneys and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13 09 will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price If the parties are unable to agree as to the amount of the adjustment OWNER may make a Claim therefor as provided in paragraph 10 05 Such claims costs losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction removal or replacement of CONTRACTOR s defective Work

D CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER s rights and remedies under this paragraph 13 09

ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

14 01 *Schedule of Values*

A The schedule of values established as provided in paragraph 2 07 A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER Progress payments on account of Unit Price Work will be based on the number of units completed

14 02 *Progress Payments*

A *Applications for Payments*

1 At least 20 days before the date established for each progress payment (but not more often than once a month) CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing the Application for Payment shall also be accompanied by a bill of sale invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein all of which must be satisfactory to OWNER.

2 Beginning with the second Application for Payment each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3 The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B *Review of Applications*

1 ENGINEER will within 10 days after receipt of each Application for Payment either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case CONTRACTOR may make the necessary corrections and resubmit the Application.

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

a the Work has progressed to the point indicated

b the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion to the results of any subsequent tests called for in the Contract Documents to a final determination of quantities and classifications for Unit Price Work under paragraph 9 08 and to any other qualifications stated in the recommendation) and

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

3 By recommending any such payment ENGINEER will not thereby be deemed to have represented that (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive extended to every aspect of the Work in progress or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4 Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose responsibility on ENGINEER to supervise direct or control the Work or for the means methods techniques sequences or procedures of construction or the safety precautions and programs incident thereto or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price or to determine that title to any of the Work materials or equipment has passed to OWNER free and clear of any Liens.

5 ENGINEER may refuse to recommend the whole or any part of any payment if in ENGINEER's opinion it would be incorrect to make the representations to OWNER referred to in paragraph 14 02 B 2. ENGINEER may also refuse to recommend any such payment or because of subsequently discovered evidence or the results of subsequent inspections or tests.

revise or revoke any such payment recommendation previously made to such extent as may be necessary in ENGINEER'S opinion to protect OWNER from loss because

a the Work is defective or completed Work has been damaged requiring correction or replacement

b the Contract Price has been reduced by Written Amendment or Change Orders

c OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13 09 or

d ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15 02 A

C *Payment Becomes Due*

1 Ten days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation the amount recommended will (subject to the provisions of paragraph 14 02 D) become due and when due will be paid by OWNER to CONTRACTOR

D *Reduction in Payment*

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

a claims have been made against OWNER on account of CONTRACTOR'S performance or furnishing of the Work

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

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

d OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14 02 B 5 a through 14 02 B 5 c or paragraph 15 02 A

2 If OWNER refuses to make payment of the full amount recommended by ENGINEER OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld

OWNER shall promptly pay CONTRACTOR the amount so withheld or any adjustment thereto agreed to by OWNER and CONTRACTOR when CONTRACTOR corrects to OWNER'S satisfaction the reasons for such action

3 If it is subsequently determined that OWNER'S refusal of payment was not justified the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14 02 C 1

14 03 *CONTRACTOR'S Warranty of Title*

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

14 04 *Substantial Completion*

A When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion Promptly thereafter OWNER CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion If ENGINEER does not consider the Work substantially complete ENGINEER will notify CONTRACTOR in writing giving the reasons therefor If ENGINEER considers the Work substantially complete ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list If after considering such objections ENGINEER concludes that the Work is not substantially complete ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing stating the reasons therefor If after consideration of OWNER'S objections ENGINEER considers the Work substantially complete ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibility

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

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

14 05 Partial Utilization

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

1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete If CONTRACTOR agrees that such part of the Work is substantially complete CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work Within a reasonable time after either such request OWNER CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion If ENGINEER does not consider that part of the Work to be substantially complete ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor If ENGINEER considers that part of the Work to be substantially complete the provisions of paragraph 14 04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto

2 No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5 10 regarding property insurance

14 06 Final Inspection

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

14 07 Final Payment

A Application for Payment

1 After CONTRACTOR has in the opinion of ENGINEER satisfactorily completed all corrections identified during the final inspection and has delivered in accordance with the Contract Documents all maintenance and operating instructions schedules guarantees Bonds certificates or other evidence of insurance certificates of inspection marked up record documents (as provided in paragraph 6 12) and other documents CONTRACTOR may make application for final payment following the procedure for progress payments

2 The final Application for Payment shall be accompanied (except as previously delivered) by (i) all documentation called for in the Contract Documents including but not limited to the evidence of insurance required by subparagraph 5 04 B 7 (ii) consent of the surety if any to final payment and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work

3 In lieu of the releases or waivers of Liens specified in paragraph 14 07 A 2 and as approved by OWNER CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that (i) the releases and receipts include all labor services material and equipment for which a Lien could be filed and (ii) all payrolls material and equipment bills and other indebtedness connected with the Work for which OWNER or OWNER s property might in any way be responsible have been paid or otherwise satisfied If any Subcontractor or Supplier fails to furnish such a release or receipt in full CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien

B *Review of Application and Acceptance*

1 If on the basis of ENGINEER's observation of the Work during construction and final inspection and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled ENGINEER will within ten days after receipt of the final Application for Payment indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise ENGINEER will return the Application for Payment to CONTRACTOR indicating in writing the reasons for refusing to recommend final payment in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C *Payment Becomes Due*

1 Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation the amount recommended by ENGINEER will become due and when due will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A If through no fault of CONTRACTOR final completion of the Work is significantly delayed and if ENGINEER so confirms OWNER shall upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER and without terminating the Agreement make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement and if Bonds have been furnished as required in paragraph 5.01 the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A The making and acceptance of final payment will constitute

1 a waiver of all Claims by OWNER against CONTRACTOR except Claims arising from unsettled Liens from defective Work appearing after final inspection pursuant to paragraph 14.06 from failure to comply with the Contract Documents or the terms of any special guarantees specified therein or from CONTRACTOR's continuing obligations under the Contract Documents and

2 a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 *SUSPENSION OF WORK AND TERMINATION*

15.01 *OWNER May Suspend Work*

A At any time and without cause OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times or both directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A The occurrence of any one or more of the following events will justify termination for cause:

1 CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including but not limited to failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04)

2 CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction

3 CONTRACTOR's disregard of the authority of ENGINEER or

4 CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents

B If one or more of the events identified in paragraph 15.02 A occur OWNER may after giving CONTRACTOR (and the surety if any) seven days written notice terminate

the services of CONTRACTOR exclude CONTRACTOR from the Site and take possession of the Work and of all CONTRACTOR s tools appliances construction equipment and machinery at the Site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion) incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere and finish the Work as OWNER may deem expedient In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished If the unpaid balance of the Contract Price exceeds all claims costs losses and damages (including but not limited to all fees and charges of engineers architects attorneys and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work such excess will be paid to CONTRACTOR If such claims costs losses and damages exceed such unpaid balance CONTRACTOR shall pay the difference to OWNER Such claims costs losses and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and when so approved by ENGINEER incorporated in a Change Order When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed

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

15 03 OWNER May Terminate For Convenience

A Upon seven days written notice to CONTRACTOR and ENGINEER OWNER may without cause and without prejudice to any other right or remedy of OWNER elect to terminate the Contract In such case CONTRACTOR shall be paid (without duplication of any items)

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

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

3 for all claims costs losses and damages (including but not limited to all fees and charges of

engineers architects attorneys and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors Suppliers and others and

4 for reasonable expenses directly attributable to termination

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

15 04 CONTRACTOR May Stop Work or Terminate

A If through no act or fault of CONTRACTOR the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due then CONTRACTOR may upon seven days written notice to OWNER and ENGINEER and provided OWNER or ENGINEER do not remedy such suspension or failure within that time terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15 03 In lieu of terminating the Contract and without prejudice to any other right or remedy if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due CONTRACTOR may seven days after written notice to OWNER and ENGINEER stop the Work until payment is made of all such amounts due CONTRACTOR including interest thereon The provisions of this paragraph 15 04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10 05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR s stopping the Work as permitted by this paragraph

ARTICLE 16 DISPUTE RESOLUTION

16 01 Methods and Procedures

A Dispute resolution methods and procedures if any shall be as set forth in the Supplementary Conditions If no method and procedure has been set forth and subject to the provisions of paragraphs 9 09 and 10 05 OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute

ARTICLE 17 MISCELLANEOUS

17 01 *Giving Notice*

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

17 02 *Computation of Times*

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

17 03 *Cumulative Remedies*

A The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations by special warranty or guarantee or by other provisions of the Contract Documents and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty obligation right and remedy to which they apply

17 04 *Survival of Obligations*

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

17 05 *Controlling Law*

A This Contract is to be governed by the law of the state in which the Project is located

Section 00800

SUPPLEMENTARY CONDITIONS

SCOPE. These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated herein. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated herein, which are applicable to both the singular and plural thereof.

SC-1. DEFINITIONS AND TERMINOLOGY. Amend the following defined terms as indicated:

3. Application for Payment: Strike out the word "Engineer" and insert the word "Owner" in its place.
9. Change Order: Strike out the words "recommended by Engineer".
12. Contract Documents: In the first sentence, strike out the word "Engineer's" and insert the word "Owner's" in its place.
14. Contract Times: Strike out the words "as evidenced by Engineer's written recommendation of final payment".
21. Field Order: Add the words "or Owner" following the word "Engineer".
43. Substantial Completion: Strike out the word "Engineer" and insert the word "Owner" in its place.
49. Work Change Directive: In the first sentence strike out the words "and recommended by Engineer".

Add the following new definitions to paragraph 1.01:

51. Bidder - The one who submits a Bid directly to Owner, as distinct from a sub-bidder who submits a bid directly to a Bidder.
52. Without exception – The term "without exception", when used in the Contract Documents following the name of a Supplier or a proprietary item of equipment, product, or material, shall mean that the sources of the product are limited to the listed Suppliers or products and that no like, equivalent, or "or-equal" item and no substitution will be considered.

SC-2. PRELIMINARY MATTERS.

SC-2.02. Copies of Documents. Delete the second sentence of paragraph 2.02.A and insert the following new sentence in its place:

Two (2) sets of contract drawings and specifications will be furnished the Contractor without charge. Additional sets will be furnished upon request at the cost of reproduction. The Contractor shall keep one (1) set of approved plans and specifications on the site of the work. This set shall be kept current by addition of all approved changes, addenda and amendments thereto. One set of as-built plans shall be returned to the District after the project is complete.

The plans and specifications are intended to be complementary; but should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the decision of the District shall be final and binding on the Contractor. The District may make any corrections of errors or omissions in the drawings and specifications when such corrections are necessary for the proper fulfillment of their intention as construed by the District.

All work or materials shown on the plans and not mentioned in the specifications or any work specified and not shown on the plans, shall be furnished, performed and done by the Contractor as if the same were both mentioned in the specifications and shown on the plans.

Should the Contractor in preparing its bid find anything necessary for the construction of the project that is not mentioned in the specifications or shown on the plans, or any discrepancy, it shall notify the District so that such items may be included. Should the Contractor fail to notify the District of such items, it will be assumed that its bid included everything necessary for the complete construction in the spirit and intent of the designs shown.

In case of discrepancy, figure dimensions shall govern over scale dimensions, large-scale details shall govern over small-scale drawings, plans shall govern over specifications, detailed technical specifications shall govern over general specifications, and the more restrictive specifications shall prevail.

SC-2.03. Commencement of Contract Times; Notice to Proceed. Delete the last sentence of paragraph 2.03.A.

SC-2.05. Before Starting Construction. Amend paragraphs 2.05.A and 2.05.B by striking out the word "Engineer" in all locations where it appears in the paragraphs and inserting the word "Owner" in its place.

SC-2.06. Preconstruction Conference. Delete paragraph 2.06.A in its entirety and insert the following new paragraph in its place:

If requested by Owner, within 20 days after the Contract Times start to run, but before any work at the Site is started, a conference attended by Contractor, Owner, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

SC-2.07. Initial Acceptance of Schedules. Amend paragraph 2.07.A, including paragraphs 2.07.A.1, 2.07.A.2, and 2.07.A.3, by striking out the word "Engineer" in all locations where it appears in the paragraph and inserting the word "Owner" in its place.

SC-3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE.

SC-3.01. Intent. Amend paragraph 3.01.C by striking out the word "Engineer" and inserting the word "Owner" in its place.

SC-3.03. Reporting and Resolving Discrepancies. Amend paragraph 3.03.A by striking out the word "Engineer" and inserting the word "Owner" in its place.

SC-3.04. Amending and Supplementing Contract Documents. Amend paragraph 3.04.B by striking out the word "Engineer" and inserting the word "Owner" in its place.

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

SC-4.02. Subsurface and Physical Conditions. Add the following new paragraph(s) immediately after paragraph 4.02.B:

C. In the preparation of Drawings and Specifications, Engineer or Engineer's Consultants relied upon the following reports of explorations and tests of subsurface conditions at the Site:

- a. Report prepared by ATC Associates, Inc. This report shall be considered technical data upon which Contractor may rely on and shall be considered part of these project specifications.

Test holes have been made on the site of the Work. The locations of test holes are indicated on the Drawings.

SC-4.03. Differing Subsurface or Physical Conditions. Delete paragraph 4.03.B in its entirety and insert the following new paragraph in its place:

B. *Owner's Review*. After receipt of written notice as required by paragraph 4.03.A, Owner will promptly review the pertinent condition, determine the necessity if obtaining additional explorations or tests with respect thereto, and advise Contractor in writing of Owner's findings and conclusions.

SC-4.03. Underground Facilities. Amend the first sentence of paragraph 4.04.B.1 by striking out the words "and Engineer".

Amend the second sentence of paragraph 4.04.B.2 by striking out the word "Engineer" and inserting the word "Owner" in its place.

Amend the first sentence of paragraph 4.04.B.2 by striking out the word "Engineer" and inserting the word "Owner" in its place.

Add the following new paragraph immediately after paragraph 4.04.B:

Generally, service connections are not indicated on the Drawings. Contractor shall be responsible for discovery of existing underground installations, in advance of excavating or trenching, by contacting all local utilities and by prospecting.

SC-5. BONDS AND INSURANCE.

SC-5.03. Certificates of Insurance. Add the following new sentence at the end of paragraph 5.03.A:

Contractor shall deliver to Owner properly completed certificates of insurance prior to the start of any Work at the Site, on the forms included in the Contract Documents.

SC-5.04. Contractor's Liability Insurance.

Add the following new paragraphs immediately after paragraph 5.04.A.6:

7. Claims arising out of pollution and excluded from the Contractor's general liability and comprehensive automobile liability policies. This insurance shall be coordinated with the Contractor's general liability policy and provide bodily injury and property damage coverage similar to the Contractor's general liability policy. Coverage shall include contractual liability.
8. Claims arising as a result of the operations of the Contractor as may affect the railroad, issued in the name of CSX Transportation, Inc. for the intent of protecting and defending the railroad. This insurance shall be acceptable to the railroad and shall be maintained in force throughout the period when Contractor is working on adjacent to property owned by the railroad. Contractor shall not enter upon the railroad premises until this insurance is in effect.

Add the following new paragraphs immediately after paragraph 5.04.B.7:

8. contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured's shall be primary insurance, and all other insurance carried by the additional insured's shall be excess insurance;
9. with respect to worker's compensation and employer's liability, comprehensive automobile liability, commercial general liability, and umbrella liability insurance, Contractor shall require its insurance carriers to waive all rights of subrogation against Owner, Engineer, and their respective officers, directors, partners, employees, and agents.

Add the following new paragraphs immediately after paragraph 5.04.B:

C. The insurance required by paragraph 5.04 shall include coverage as necessary for the benefits provided under the United States Longshoremen's and Harbor Workers' Act and the Jones Act. This policy shall include an "all states" endorsement.

D. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverage under paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:
 - a. State Statutory
 - b. Employer's Liability \$1,000,000 each occurrence

2. Contractor's General Liability under paragraphs 5.04.A.3 through 5.04.A.6 of the General Conditions, which shall include completed operations and product liability coverage and eliminate the exclusion with respect to property under the care, custody, and control of Contractor:
 - a. General Aggregate \$1,000,000
 - b. Products – Completed Operations Aggregate \$1,000,000
 - c. Personal and Advertising Injury \$1,000,000
 - d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - e. Property Damage liability insurance will provide Explosion, Collapse and Underground coverage's where applicable.
 - f. Excess or Umbrella Liability
 - 1) General Aggregate \$4,000,000
 - 2) Each Occurrence \$4,000,000

3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:
 - a. Bodily Injury

Each Person	\$1,000,000
Each Accident	\$1,000,000
 - b. Property Damage

Each Accident	\$1,000,000
---------------	-------------
 - c. Combined Single Limit \$1,000,000

4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
 - a. Bodily Injury

Each Accident	\$1,000,000
---------------	-------------

- | | |
|--------------------|-------------|
| Annual Aggregate | \$1,000,000 |
| b. Property Damage | |
| Each Accident | \$1,000,000 |
| Annual Aggregate | \$1,000,000 |
5. The Railroad Protective Liability coverage required by paragraph 5.04.A.8 shall provide coverage for not less than the following amounts:
- | | |
|--------------------|-------------|
| a. Bodily Injury | |
| Each Occurrence | \$3,000,000 |
| General Aggregate | \$3,000,000 |
| b. Property Damage | |
| Each Occurrence | \$3,000,000 |
| General Aggregate | \$3,000,000 |

SC-5.05. Owner's Liability Insurance. Delete paragraph 5.05 in its entirety and insert the following new paragraph in its place:

5.05. *Owner's Liability Insurance*. This insurance shall be obtained by Contractor and issued in the name of Owner, and shall protect and defend Owner against claims arising as a result of the operations of Contractor or Contractor's Subcontractors. The liability limits shall be not less than:

- | | |
|--------------------|-------------|
| a. Bodily Injury | |
| Each Occurrence | \$1,000,000 |
| General Aggregate | \$1,000,000 |
| b. Property Damage | |
| Each Occurrence | \$1,000,000 |
| General Aggregate | \$1,000,000 |

SC-5.06. Property Insurance. Delete paragraph 5.06 in its entirety, including paragraphs 5.06.A, 5.06.A.1, 5.06.A.2, 5.06.A.3, 5.06.A.4, 5.06.A.5, 5.06.A.6, 5.06.A.7, 5.06.B, 5.06.C, 5.06.D, and 5.06.E and insert the following new paragraphs in their place:

5.06. *Property Insurance*

- A. Contractor shall purchase and maintain property insurance coverage upon the Work at the Site in the amount of the full replacement cost thereof. This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, Engineer, Engineer's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;
 2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the

Work, temporary buildings, false work, and materials and equipment, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, flood, damage caused by frost and freezing, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment accepted by Owner;
4. include expenses incurred in the repair or replacement of any insured property (including, but not limited to, fees and charges of engineers and architects);
5. allow for partial utilization of the Work by Owner;
6. include testing and startup; and
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner and Contractor, with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Contractor shall be responsible for any deductible or self-insured retention.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 shall contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. If Owner requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, Contractor shall, if possible, include such insurance, and the cost thereof will be charged to Owner by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, Contractor shall in writing advise Owner whether or not Contractor has procured such other special insurance.

SC-5.07. Waiver of Rights. Delete paragraph 5.07 in its entirety.

SC-5.08. Receipt and Application of Insurance Proceeds. Delete paragraph 5.08 in its entirety.

SC-6. CONTRACTOR'S RESPONSIBILITIES.

SC-6.02. Labor; Working Hours. Amend the last sentence of paragraph 6.02.B by striking out the word "Engineer" and inserting the word "Owner" in its place.

Add the following new paragraphs immediately after paragraph 6.02.B:

C. No Work shall be done between 6:00 p.m. and 7:00 a.m. without permission of Owner. However, emergency work may be done without prior permission.

D. Night Work may be undertaken as a regular procedure with the permission of Owner; such permission, however, may be revoked at any time by Owner if Contractor fails to maintain adequate equipment and supervision for the proper prosecution and control of the Work at night.

SC-6.03. Services, Materials, and Equipment. Amend the second sentence of paragraph 6.03.B by striking out the word "Engineer" and inserting the word "Owner" in its place.

SC-6.04. Progress Schedule. Amend the first sentence of paragraph 6.04.A.1 by striking out the word "Engineer" and inserting the word "Owner" in its place.

SC-6.05. Substitutes and "or-Equals". Amend paragraph 6.05, including paragraphs 6.05.A, 6.05.A.1, 6.05.A.1.a, 6.05.A.1.b, 6.05.A.2, 6.05.A.2.a, 6.05.A.2.b, 6.05.A.2.c, 6.05.A.2.d, 6.05.B, 6.05.C, 6.05.D, and 6.05.E by striking out the words "Engineer" and "Engineer's" in all locations where they appear in the paragraph and inserting the words "Owner" and "Owner's", respectively, in their place.

SC-6.06. Concerning Subcontractors, Suppliers, and Others. Delete paragraph 6.06.B in its entirety and insert the following new paragraph in its place:

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity without an increase in the Contract Price. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

SC-6.08. Permits. Add the following new paragraph immediately after paragraph 6.08:

A. Owner will obtain and pay for the following permits: Road & Highway Encroachment Permits, Kentucky Division of Water, & Stream Crossing Permits.

SC-6.09. Laws and Regulations. Add the following new paragraph immediately after paragraph 6.09.C:

D. Employment requirements shall be as specified herein and in the attachments at the end of the Supplementary Conditions.

SC-6.12. Record Documents. Amend the second sentence of paragraph 6.12.A by striking out the word "Engineer" and inserting the word "Owner" in its place.

Amend the third sentence of paragraph 6.12.A by striking out the words "Engineer for".

SC-6.16. Emergencies. Amend paragraph 6.16 by striking out the word "Engineer" in all locations where it appears in the paragraph and inserting the word "Owner" in its place.

Add the following new paragraph immediately after paragraph 6.16.A:

B. The Contractor understands and agrees that during the performance of the Contract, it shall maintain a presence within such proximity of the Work Site which will allow it to respond to an emergency at the Work Site within one hour of receiving notice of an emergency, including emergencies occurring during non-working hours. The Contractor shall provide a list of emergency phone numbers for such purposes. If the Contractor does not have such a presence, it may satisfy this requirement by sub-contracting with a sub-contractor that does have such a presence, provided that any such sub-contractor must be approved by the Owner, in its sole discretion, prior to the project pre-construction meeting.

SC-6.17. Shop Drawings and Samples. Amend paragraph 6.17, including paragraphs 6.17.A, 6.17.B, 6.17.C, 6.17.D, 6.17.D.1, 6.17.D.1.a, 6.17.D.1.b, 6.17.D.1.c, 6.17.D.1.d, 6.17.D.2, 6.17.D.3, 6.17.E.1, 6.17.E.2, 6.17.E.3, and 6.17.F.1 by striking out the words "Engineer" and "Engineer's" in all locations where they appear in the paragraph and inserting the words "Owner" and "Owner's", respectively, in their place.

SC-6.19. Contractor's General Warranty and Guarantee. Amend paragraph 6.19.B.1 by adding the words "or Owner" at the end of the paragraph.

Amend paragraph 6.19.B.2 by striking out the words "recommendation by Engineer or".

Amend paragraph 6.19.B.3 by striking out the words "by Engineer".

Amend paragraph 6.19.B.6 by striking out the word "Engineer" and inserting the word "Owner" in its place.

Delete paragraph 6.19.B.8 and insert the following new paragraph in its place:

8. any correction of defective Work by Owner; or

Add the following new paragraph immediately after paragraph 6.19.B.8:

9. any expiration of a correction period.

SC-7. OTHER WORK.

SC-7.01. Related Work at Site. Amend paragraphs 7.01.B and 7.01.C by striking out the word "Engineer" in all locations where it appears in the paragraphs and inserting the word "Owner" in its place.

SC-8. OWNER'S RESPONSIBILITIES.

SC-8.01. Communications to Contractor. Amend paragraph A by striking out "through Engineer".

SC-8.02. Replacement of Engineer. Delete paragraph 8.02 in its entirety.

SC-9. ENGINEER'S STATUS DURING CONSTRUCTION.

SC-9.01. Owner's Representative. Delete paragraph 9.01 in its entirety.

SC-9.02. Visits to Site. Amend paragraphs 9.02.A and 9.02.B by striking out the words "Engineer" and "Engineer's" in all locations where they appear in the paragraph and inserting the words "Owner" and "Owners", respectively, in their place. Add following new paragraph:

B. Engineer may make visits to the Site as Owner deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, at the request and benefit of Owner, may determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will advise Owner of the progress of the Work and will endeavor to guard Owner against defective Work.

SC-9.04. Clarifications and Interpretations. Amend paragraph 9.04 by striking out the word "Engineer" in all locations where it appears in the paragraph and inserting the word "Owner" in its place.

SC-9.05. Authorizing Variations in Work. Amend paragraph 9.05 by striking out the word "Engineer" in all locations where it appears in the paragraph and inserting the word "Owner" in its place.

SC-9.06. Rejecting Defective Work. Amend paragraph 9.06 by striking out the word "Engineer" in all locations where it appears in the paragraph and inserting the word "Owner" in its place.

SC-9.07. Shop Drawings, Change Orders and Payments. Delete paragraph 9.07 in its entirety.

SC-9.08. Determinations for Unit Price Work. Delete paragraph 9.08 in its entirety.

SC-9.09. Decisions on Requirements of Contract Documents and Acceptability of Work.
Delete paragraph 9.09 in its entirety.

SC-9.10. Limitations on Engineer's Authority and Responsibilities. Delete paragraph 9.10.D in its entirety.

SC-10. CHANGES IN THE WORK.

SC-10.03. Execution of Change Orders. Amend paragraph 10.03.A by striking out the words "recommended by Engineer".

Amend paragraph 10.03.A.3 by striking out the word "Engineer" and inserting the word "Owner" in its place.

SC-10.05. Claims and Disputes. Amend paragraph 10.05 by deleting paragraphs 10.05.A, 10.05.B, 10.05.B.1, 10.05.B.2, and 10.05.C in their entirety and inserting the following new paragraphs in their place:

A. *Notice.* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by Contractor to Owner no later than 30 days after the start of the event giving rise thereto. Notice of the amount of extent of the Claim, dispute, or other matter with supporting data shall be delivered to Owner within 60 days after the start of such event, unless the Owner allows, in writing, additional time for Contractor to submit additional or more accurate data in support of such Claim, dispute, or other matter. A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which Contractor believes it is entitled as a result of said event.

B. *Owner's Decisions.* Owner will render a formal decision in writing within 30 days after receipt of the last submittal of Contractor.

C. If Owner does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of Contractor, unless Owner notifies Contractor in writing that a formal decision is pending and will be rendered within a specified number of days or by a specified date.

SC-11. COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK.

SC-11.01. Cost of the Work. Amend the second sentence of paragraph 11.01.A.3 by striking out the words "with the advice of Engineer".

Amend paragraph 11.01.D by striking out the word "Engineer" and inserting the word "Owner" in its place.

SC-11.02. Cash Allowances. Amend paragraph 11.02.A by striking out the words "and Engineer".

Amend paragraph 11.02.B by striking out the words "as recommended by Engineer".

SC-11.9. Unit Price Work. Add the following new paragraph immediately after paragraph 11.9.3.3

11.9.4. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment by Change Order if the variation in the actual quantity of an item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of that item indicated in the Bid.

SC-12. CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES.

SC-12.01. Change of Contract Price. Delete paragraph 12.01.A in its entirety and insert the following new paragraph in its place:

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by Contractor to Owner in accordance with the provisions of paragraph 10.05.

SC-12.02. Change of Contract Times. Delete paragraph 12.02.A in its entirety and insert the following new paragraph in its place:

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by Contractor to owner in accordance with the provisions of paragraph 10.05.

SC-12.03. Delays Beyond Contractor's Control. Insert the following new sentence following the first sentence of paragraph 12.03.A:

This extension shall be Contractor's sole and exclusive remedy for such delay.

SC-12.05. Delays Beyond Owner's and Contractor's Control. Delete paragraphs 12.05 and 12.05.A in their entirety.

SC-12.06. Delay Damages. Delete paragraphs 12.06.A, 12.06.A.1, 12.06.A.2, and 12.06.B in their entirety and insert the following new paragraph in their place:

A. Except as set forth in paragraph 3.3 of the Agreement, in no event shall Owner or Engineer be liable to Contractor, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages (including acceleration costs) arising out of or resulting from any delay.

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

SC-13.02. Access to Work. Add the following new paragraph immediately after paragraph 13.02.A:

B. Authorized representatives of the U.S. Environmental Protection Agency and the Kentucky Division of Water shall have access to the Work wherever it is in preparation or progress. Contractor shall provide proper facilities for such access and inspection.

SC-13.03. Tests and Inspections. Amend paragraph 13.03.A by striking out the word "Engineer" and inserting the word "Owner" in its place.

Amend paragraph 13.03.C by striking out the word "Engineer" and inserting the word "Owner" in its place.

Amend paragraph 13.03.E by striking out the word "Engineer" in both locations where it appears in the paragraph and inserting the word "Owner" in its place.

Amend paragraph 13.03.F by striking out the word "Engineer" in both locations where it appears in the paragraph and inserting the word "Owner" in its place.

SC-13.04. Uncovering Work. Amend paragraph 13.04.A by striking out the words "Engineer" and "Engineer's" in all locations where they appear in the paragraph and inserting the words "Owner" and "Owner's", respectively, in their place.

Delete paragraph 13.04.B in its entirety and insert the following new paragraph in its place:

B. If Owner considers it necessary or advisable that covered Work be observed by Engineer or Owner's representatives, or inspected or tested by others, Contractor, at Owner's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in paragraph 10.05.

SC-13.06. Correction or Removal of Defective Work. Amend paragraph 13.06.A by inserting the words "or Owner" following the word "Engineer".

SC-13.07. Correction Period. Add the following new paragraphs immediately after paragraph 13.07.A:

Nothing in Article 13 concerning the correction period shall establish a period of limitation with respect to any other obligation which Contractor has under the Contract Documents. The establishment of time periods relates only to the specific obligations of Contractor to correct the Work, and has no relationship to the time within which Contractor's obligations under the Contract Documents may be sought to be enforced, nor to the time within which

proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than to specifically correct the Work.

All machinery, piping, materials, equipment and fittings of every kind furnished under this Contract by the Contractor shall be free from defects of manufacture and/or workmanship.

The Contractor agrees to replace materials and workmanship found defective within twelve (12) months after issuance of the "Certificate of Substantial Completion" with the exception of roadway pavement work which shall be twenty four (24) months. Roadway pavement work shall include but not limited to: all pavement, shoulder and ditch restoration and repairs. In cases where such defects shall be caused by forces beyond the Contractor's control, as judged by the District, the replacements will not have to be made by the Contractor.

SC-13.08. Acceptance of Defective Work. Delete paragraph 13.08.A in its entirety and insert the following new paragraph in its place:

A. If, instead of requiring correction or removal and replacement of defective Work, Owner, prior to making final payment, prefers to accept it, Owner may do so. Contractor shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Owner making final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of the Work so accepted. If the acceptance occurs after making final payment, an appropriate amount will be paid by Contractor to Owner.

SC-13.09. Owner May Correct Defective Work. Amend paragraph 13.09.A by striking out the word "Engineer" in all locations where it appears in the paragraph and inserting the word "Owner" in its place.

SC-14. PAYMENTS TO CONTRACTOR AND COMPLETION.

SC-14.01. Schedule of Values. Amend paragraph 14.01.A by striking out the word "Engineer" and inserting the word "Owner" in its place.

SC-14.02. Applications for Payments. Amend paragraph 14.02.A by striking out the word "Engineer" and inserting the word "Owner" in its place.

Add the following new paragraphs immediately after paragraph 14.02.A.3:

4. Contractor's Applications for Payment shall be accompanied by the documentation specified herein.

5. Payments for stored materials and equipment shall be based only upon the actual cost to Contractor of the materials and equipment and shall not include any overhead or profit to Contractor. Partial payments will not be made for undelivered materials or equipment.

6. During the progress of the Work, each Application for Payment shall be accompanied by Contractor's updated schedule of operations, or progress report, with such shop drawings schedules, procurement schedules, value of material on hand included in application, and other data specified in Division 1 or reasonably required by Owner.

Delete paragraphs 14.02.B.1, 14.02.B.2, 14.02.B.2.a, 14.02.B.2.b, 14.02.B.2.c, 14.02.B.3, 14.02.B.4, 14.02.B.5, 14.02.B.5.a, 14.02.B.5.b, 14.02.B.5.c, 14.02.B.5.d, and 14.02.C in their entirety and insert the following new paragraphs in their place:

B. Review of Applications

1. Owner will, within 10 days after receipt of each Application for Payment, either begin processing the Application for Payment to Contractor or return the Application to Contractor indicating in writing Owner's reasons for refusing payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Owner's review of Contractor's Application for Payment will consider whether the following have been achieved:

- a. the Work has progressed to the point indicated;
- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications as reasonably applied by Owner); and
- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as Owner or Engineer has observed the Work.

3. By processing and making such payment Owner will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work; or (ii) that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Owner's review of Contractor's Work for the purposes of processing payments nor Owner's making any such payments, including final payment, will impose responsibility on Owner to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for Contractor's performance of the Work. Additionally, said payment will not impose responsibility on Owner to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Owner may refuse to process or make the whole or any part of any payment if, in Owner's opinion, the criteria referred to in paragraph 14.02.B.2 has not been met. Owner

may also refuse to process or make any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment previously made, to such extent as may be necessary in Owner's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Written Amendment or Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. Payment Becomes Due

1. 25 days after presentation of the Application for Payment to Owner, the amount requested will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

Amend paragraph 14.02.D.1 by striking out the words "recommended by Engineer" and inserting the words "requested by Contractor" in their place.

Delete paragraph 14.02.D.2 in its entirety and insert the following new paragraph in its place:

2. If Owner refuses to make payment of the full amount requested by Contractor, Owner must give Contractor immediate written notice stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

SC-14.04. Substantial Completion. Delete paragraph 14.04.A in its entirety and insert the following new paragraph in its place:

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Owner issue a certificate of Substantial Completion. Promptly thereafter, Owner and Contractor shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Contractor in writing giving the reasons therefor. If Owner considers the Work substantially complete, Owner will within 14 days after the inspection of the Work execute and deliver to Contractor a statement of Substantial Completion. At the time of delivery of the certificate of Substantial Completion, Owner will deliver to Contractor a statement as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and

guarantees. Unless Owner and Contractor subsequently agree otherwise in writing, Owner's aforesaid statement will be binding on Owner and Contractor until final payment.

Add the following new paragraphs following paragraph 14.04.B:

C. To be considered substantially complete, the following portions of the Work must be operational and ready for Owner's continuous use as intended: Water main has been placed in-service, services are switch over if part of project and rough restoration is complete.

SC-14.05. Partial Utilization. Amend paragraph 14.05.A by striking out the word "Engineer".

Delete paragraph 14.05.A.1 in its entirety and insert the following new paragraph in its place:

1. Owner may at any time request Contractor in writing to permit Owner to use any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner that such part of the Work is substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work. Contractor at any time may notify Owner in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, Owner and Contractor shall make an inspection of that part of the Work to determine its status of completion. If the parties are in agreement that the applicable part of the Work is substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

SC-14.06. Final Inspection. Delete paragraph 14.06.A in its entirety and insert the following new paragraph in its place:

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

SC-14.07. Final Application for Payment. Amend paragraph 14.07.A.1 by striking out the word "Engineer" and inserting the word "Owner" in its place.

Add the following new sentence immediately after the last sentence of paragraph 14.07.A.2:

Consent of the surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the surety. The Contractor shall be responsible for providing all of the documents identified in this paragraph.

Delete paragraph 14.07.B in its entirety and insert the following new paragraph in its place:

B. *Review of Application and Acceptance*. If, on the basis of Owner's observation of the Work during construction and final inspection, and Owner's review of the final Application

for Payment and accompanying documentation as required by the Contract Documents, Owner is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Owner will process the final Application for Payment. Otherwise, Owner will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to process final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

Amend paragraph 14.07.C by striking out the words "recommended by Engineer" and inserting the words "requested by Contractor" in their place.

SC-14.08. Final Completion Delayed. Delete paragraph 14.08.A in its entirety and insert the following new paragraph in its place:

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, Owner shall, upon receipt of Contractor's final Application for Payment, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Owner with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

SC-15. SUSPENSION OF WORK AND TERMINATION.

SC-15.01. Owner May Suspend Work. Amend paragraph 15.01.A by striking out the words "and Engineer".

SC-15.02. Owner May Terminate for Cause. Amend paragraph 15.02.B by deleting the fifth sentence of the paragraph, in its entirety, which begins: "Such Claims, costs, losses, and damages incurred...".

SC-15.04. Contractor May Stop Work or Terminate. Delete paragraph 15.04.A in its entirety and insert the following new paragraph in its place:

A. If, through no act or fault of Contractor, the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment within 30 days after it is submitted, or Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner, stop the Work until payment is made of all such amounts dues Contractor, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude Contractor from making a Claim under paragraph 10.05 for an

adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

SC-16. DISPUTE RESOLUTION.

Delete Article 16 in its entirety and insert the following new article in its place:

ARTICLE 16 - DISPUTES.

Arbitration will not be acceptable as a means for settling claims, disputes, and other matters.

SC-17. MISCELLANEOUS.

SC-17.04. Survival of Obligations. Add the following new paragraph immediately after paragraph 17.04.A:

B. Contractor shall obtain from all Suppliers and manufacturers any and all warranties and guarantees of such Suppliers and manufacturers, whether or not specifically require by the Specifications, and shall assign such warranties and guarantees to Owner. With respect thereto, Contractor shall render reasonable assistance to Owner when requested, in order to enable Owner to enforce such warranties and guarantees. The assignment of any warranties or guarantees shall not affect the Correction Period or any other provisions of these Contract Documents.

End of Section

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EMPLOYMENT REQUIREMENTS AND WAGE RATES

R-1. GENERAL. This Contract shall be based upon payment by the Contractor and his Subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or type of workman engaged on the Work as determined by the Department of Labor of the Commonwealth of Kentucky.

The Contractor shall comply with the prevailing wage law of Kentucky, Kentucky Revised Statutes 337.510 to 337.550, including latest amendments thereto.

The Contractor and each Subcontractor shall keep accurate records indicating the hours worked each day by each employee in each classification of work and the amount paid each employee for his work in each classification. Such records shall be open to the inspection and transcript of the Commissioner of Labor or his duly authorized representatives at any reasonable time. These payroll records shall not be destroyed or removed from the state for one year following completion of the improvement.

The Contractor and each Subcontractor shall post and keep posted in a conspicuous place or places at the construction site a copy or copies of prevailing rates of wages and working hours as prescribed in these Contract Documents.

If, during the life of this Contract, the prevailing hourly rate of wages is changed by the Department of Labor, such change shall not be the basis of any claim by the Contractor against the Owner, nor will deductions be made by the Owner against sums due the Contractor by reason of any such change.

The prevailing wage law does not prohibit payment of more than the prevailing rate of wages.

Pursuant to Kentucky Revised Statute 337.540, no laborer, workman, mechanic, helper, assistant, or apprentice shall be permitted to work more than 8 hours in one calendar day, nor more than 40 hours in one week, except in cases of emergency caused by fire, flood, or damage to life or property. Whenever work in excess of 8 hours per day or 40 hours per week is required, payment for overtime shall be at not less than one and one-half times the prevailing rate of wages.

R-2. PREVAILING WAGES. The following wage rate schedule is the prevailing wage rate determination made by the Department of Labor of the Commonwealth of Kentucky on the designated date, and shall be a part of the Contract.

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Steven L. Beshear
Governor

Daniel Mongiardo
Lieutenant Governor

KENTUCKY LABOR CABINET
DEPARTMENT OF WORKPLACE STANDARDS
DIVISION OF EMPLOYMENT STANDARDS,
APPRENTICESHIP & MEDIATION

1047 US Hwy 127 S - Suite 4
Frankfort, Kentucky 40601
Phone: (502) 564-3534
Fax (502) 564-2248
www.labor.ky.gov

J. R. Gray
Secretary

Mark S. Brown
Deputy Secretary

Michael L. Dixon
Commissioner

October 18, 2010

John Scheben Jr
N KY Water District
2835 Crescent Springs Rd
Erlanger KY 41018

Re: Northern KY Water District, Sub District G - Phase 5 – Cherry Dr, Marshall Rd, Kenton Station Rd,
White Villa Estates (North Lake Rd, Maple & Lakeshore Dr)

Advertising Date as Shown on Notification: October 21, 2010

Dear John Scheben Jr:

This office is in receipt of your written notification on the above project as required by KRS 337.510 (1).

I am enclosing a copy of the current prevailing wage determination number CR 3-15, dated July 9, 2010 for KENTON County. This schedule of wages shall be attached to and made a part of the specifications for the work, printed on the bidding blanks, and made a part of the contract for the construction of the public works between the public authority and the successful bidder or bidders.

The determination number assigned to this project is based upon the advertising date contained in your notification. There may be modifications to this wage determination prior to the advertising date indicated. In addition, if the contract is not awarded within 90 days of this advertising date or if the advertising date is modified, a different set of prevailing rates of wages may be applicable. It will be the responsibility of the public authority to contact this office and verify the correct schedule of the prevailing rates of wages for use on the project. Your project number is as follows: 059-H-00474-10-3, Heavy/Highway

Sincerely,

Michael L. Dixon
Commissioner



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KENTUCKY LABOR CABINET
PREVAILING WAGE DETERMINATION
CURRENT REVISION
LOCALITY NO. 15

KENTON COUNTY

Determination No. CR-3-015 2010

Date of Determination: July 9, 2010

Project No. 059-H-00474-10-3 Type: ___ Bldg __xx__ HH

This schedule of the prevailing rate of wages for Kenton County has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-3-015 2010.

Apprentices shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) per day, and/or in excess of forty (40) per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked.

Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

NOTE: The type of construction shall be determined by applying the following definitions:

BUILDING CONSTRUCTION

Building construction is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving.

HIGHWAY CONSTRUCTION

Highway construction includes the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction. It includes all incidental construction in conjunction with the highway construction project.

HEAVY CONSTRUCTION

Heavy projects are those projects that are not properly classified as either "building" or "highway". For example, dredging projects, water and sewer line projects, dams, flood control projects, sewage treatment plants and facilities, and water treatment plants and facilities are considered heavy.

A handwritten signature in black ink that reads "Michael L. Dixon". The signature is written in a cursive style with a horizontal line underneath it.

Michael L. Dixon, Commissioner
Department of Workplace Standards
Kentucky Labor Cabinet

Determination No. CR-3-015 2010
July 9, 2010

ASBESTOS/INSULATION WORKERS:

Asbestos/Insulation Workers: (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems):

BASE RATE \$28.03
FRINGE BENEFITS 12.35

Hazardous Material Handlers: (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems):

BASE RATE \$23.60
FRINGE BENEFITS 9.80

BOILERMAKERS:

BASE RATE \$35.79
FRINGE BENEFITS 16.71

BRICKLAYERS:

Bricklayers, Caulkers, Cleaners, Pointers & Stone Masons:

BASE RATE \$26.12
FRINGE BENEFITS 9.73

Refractory:

BUILDING

BASE RATE \$26.62
FRINGE BENEFITS 9.73

Marble Setters, Terrazzo Workers, & Tile Setters:

BUILDING

BASE RATE \$26.39
FRINGE BENEFITS 9.62

Marble, Terrazzo & Tile Finishers:

Finishers:

BUILDING

BASE RATE \$21.95
FRINGE BENEFITS 9.62

Marble Sanders, Polishers, Waxers, & Sawyers:

BUILDING

BASE RATE \$22.02
FRINGE BENEFITS 9.62

Terrazzo Base Grinders (While operating base grinding machine):

BUILDING

BASE RATE \$22.37
FRINGE BENEFITS 9.62

CARPENTERS:

Carpenters, Piledrivermen, & Lathers:

BUILDING BASE RATE \$21.47
FRINGE BENEFITS 10.67

HEAVY & HIGHWAY BASE RATE \$27.05
FRINGE BENEFITS 9.69

Divers: HEAVY & HIGHWAY BASE RATE \$40.58
FRINGE BENEFITS 9.69

CEMENT MASON/CONCRETE FINISHERS:

BUILDING BASE RATE \$22.50
FRINGE BENEFITS 10.40

HEAVY & HIGHWAY BASE RATE \$25.75
FRINGE BENEFITS 8.60

ELECTRICIANS:

Electricians: BASE RATE \$26.11
FRINGE BENEFITS 13.72

ELECTRICIAN/LINE CONSTRUCTION:

Linemen: BUILDING BASE RATE \$30.50
FRINGE BENEFITS 11.15

Equipment Operator: BUILDING BASE RATE \$27.45
FRINGE BENEFITS 10.51

Groundmen: BUILDING BASE RATE \$19.83
FRINGE BENEFITS 8.92

SOUND & COMMUNICATION TECHNICIAN: BASE RATE \$20.45
FRINGE BENEFITS 6.95

ELEVATOR MECHANICS:

BASE RATE \$37.47
FRINGE BENEFITS 20.035

GLAZIERS:

BASE RATE \$23.70
FRINGE BENEFITS 11.40

IRONWORKERS:

Structural & Ornamental:

BASE RATE \$26.17
FRINGE BENEFITS 16.72

Fence Erector:

BASE RATE \$23.55
FRINGE BENEFITS 16.72

REINFORCING:

Beyond 30-mile radius of Hamilton County, OH Courthouse

BASE RATE \$26.45
FRINGE BENEFITS 16.70

Up to and including 30-mile radius of Hamilton County, OH Courthouse

BASE RATE \$26.20
FRINGE BENEFITS 16.70

LABORERS/BUILDING:

Building & Common Laborer, Asbestos Removal, Cement Mason Tender, Hand Operated Mechanical Mule, Mechanical Sweeper, Signaler, Flagger & Wrecking Laborer:

BUILDING BASE RATE \$23.15
FRINGE BENEFITS 7.50

Bottom Man & Pipe Layer:

BUILDING BASE RATE 23.25
FRINGE BENEFITS 7.50

Skid Steer, Burning Torch Operator, Jackhammer, Air Spade, Chipping Hammer, Mechanical & Air Tamper Operator, Mechanical Concrete Buggy, Power Operated Mechanical Mule, Concrete Pump Hose Man, Vibrator Man, CERCLA Trained Hazardous Material Removal – Levels A, B, C:

BUILDING BASE RATE \$23.30
FRINGE BENEFITS 7.50

Bottom Jackhammer Man:

BUILDING BASE RATE \$23.35
FRINGE BENEFITS 7.50

Tunnel Laborer:

BUILDING BASE RATE \$23.65
FRINGE BENEFITS 7.50

LABORER/BUILDING: (Continued)

Gunnite Nozzle Operator:	BUILDING	BASE RATE	\$23.90
		FRINGE BENEFITS	7.50

Brick Mason Tender:	BUILDING	BASE RATE	\$23.10
		FRINGE BENEFITS	7.50

PLASTERER TENDER:

Mixer Pump Operator:	BUILDING	BASE RATE	\$23.30
		FRINGE BENEFITS	7.50

Tender:	BUILDING	BASE RATE	\$23.15
		FRINGE BENEFITS	7.50

LABORER/HEAVY HIGHWAY:

GROUP 1:

Asphalt Laborer, Carpenter Tender, Concrete Curing applicator, Dump Man (Batch Truck), Guardrail and Fence Installer, Joint Setter, Laborer (Construction), Landscape Laborer, Mesh Handlers & Placer, Right-of-way Laborer, Riprap Laborer & Grouter, Scaffold Erector, Seal Coating, Surface Treatment or Road Mix Laborer, Sign Installer, Slurry Seal, Utility Man, Bridge Man, Handyman, waterproofing Laborer, Flagperson, Hazardous Waste (Level D), Diver Tender, Zone Person & Traffic Control:

HEAVY & HIGHWAY	BASE RATE	\$25.27
	FRINGE BENEFITS	7.50

GROUP 2:

Skid Steer, Asphalt Raker, Concrete Puddler, Kettle Man (Pipeline), Machine Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Power Buggy or Power Wheelbarrow, Sheeting & Shoring Man, Surface Grinder Man, Plastic Fusing Machine Operator, Pug Mill Operator, & Vacuum Devices (wet or dry), Rodding Machine Operator, Diver, Screwman or Paver, Screed Person, Water Blast, Hand Held Wand, Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (Level C), Air Track and Wagon Drill, Bottom Person, Cofferdam (below 25 ft. deep), Concrete Saw Person, Cutting with Burning Torch, Form Setter, Hand Spiker (Railroad), Pipelayer, tunnel Laborer (without air) & Caisson, Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning), Sandblaster Nozzle Person, & Hazardous Waste (Level B):

HEAVY & HIGHWAY	BASE RATE	\$25.44
	FRINGE BENEFITS	7.50

GROUP 3:

Blaster, Mucker, Powder Person, Top Lander, Wrencher (Mechanical Joints & Utility Pipeline), Yarner, Hazardous Waste (Level A), Concrete Specialist, Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium), Curb Setter & Cutter, Grade Checker, Utility Pipeline Tapper, Waterline, and Caulker:

HEAVY & HIGHWAY	BASE RATE	\$25.77
	FRINGE BENEFITS	7.50

LABORER/HEAVY & HIGHWAY: (Continued)

GROUP 4:

Miner (With Air-pressurized - \$1.00 premium), & Gunnite Nozzle Person:

HEAVY & HIGHWAY	BASE RATE	\$26.22
	FRINGE BENEFITS	7.50

Signal Person will receive the rate equal to the rate paid the laborer classification for which he or she is signaling

MILLWRIGHTS:

BASE RATE	\$27.55
FRINGE BENEFITS	15.39

OPERATING ENGINEERS/BUILDING:

GROUP 1

Boom & Jib 250' over:	BUILDING	BASE RATE	\$30.74
		FRINGE BENEFITS	11.16

GROUP 2

Boom & Jib Over 180' through 249:	BUILDING	BASE RATE	\$30.49
		FRINGE BENEFITS	11.16

GROUP 3

Boom & Jib 150' through 180':	BUILDING	BASE RATE	\$29.99
		FRINGE BENEFITS	11.16

GROUP 4

Master Mechanic:	BUILDING	BASE RATE	\$29.74
		FRINGE BENEFITS	11.16

GROUP 5

Barrier Moving Machine; Boiler or Compressor Mounted on Crane (Piggy-Back Operation); Boom Truck (All Types); Cableway; Cherry Picker; Combination Concrete Mixer & Tower; All Concrete Pumps with Booms; Crane (All Types); Crane-Compact, Track or Rubber Over 4,000 lbs Capacity; Crane-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick (All Types); Dragline; Dredge (Dipper, Clam or Suction) 3 Man Crew; Elevating Grader or Euclid Loader; Floating Equipment; Forklift(rough terrain with winch/hoist) Gradual; Helicopter Operator & Helicopter Winch Operator (Hoisting Builders Materials); Hoe (All Types); Hoist (Two or More Drums); Horizontal Directional Drill; Hydraulic Gantry (Lift System); Laser Finishing Machine; Laser Screed and Like Equipment; Lift Slab or Panel Jack; Locomotive (All Types); Maintenance Engineer (Mechanic and/or Welder); Mixer, Paving (Multiple Drum); Mobile Concrete Pump With Boom; Panelboard (All Types on Site); Pile Driver; Power Shovel; Prentice Loader; Rail Tamper (with Automatic Lifting & Aligning device); Rotary Drill (All) used on Caisson Work for Foundations & Substructure work; Side Boom; Slip Form Paver; Straddle Carrier (Building Construction on Site); Trench Machine (Over 24" Wide); & Tug Boat:

BUILDING	BASE RATE	\$29.49
	FRINGE BENEFITS	11.16

OPERATING ENGINEERS/ BUILDING: (Continued)

GROUP 6

Asphalt Paver; Bobcat-type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Bulldozer; C.M.I. Type Equipment; Endloader; Hydro Milling Machine; Kolman Type Loader (Dirt Loading); Lead Greaseman; Mucking Machine; Pettibone-Rail Equipment; Power Grader; Power Scoop; Power Scraper; Push Cat; Rotomill (All), Grinders & Planers of All Types & Vermeer Type Concrete Saw:

BUILDING	BASE RATE	\$29.37
	FRINGE BENEFITS	11.16

GROUP 7

A-Frame; Air Compressor Pressurizing Shafts or Tunnels; Asphalt Roller (All); Bobcat-type and/or Skid Steer Loader with or without Attachments; Boiler (15 lbs. pressure & over); All Concrete Pumps without Booms & with 5" System; Forklift (Except Masonry); Highway Drills-All Types (with Integral Power); Hoist (One Drum); House Elevator (except those automatic call button controlled); Man Lift; Material Hoist/Elevator; Mud Jack; Pressure Grouting; Pump (Installing or Operating Well Points or other Type of Dewatering Systems); Pump (4" and over Discharge); Railroad Tie Inserter/Remover; Rotovator (Lime soil Stabilizer); Submersible Pump (4" and over Discharge); Switch & Tie Tamper (w/o lifting & aligning device); Trench Machine (24" & under); & Utility:

BUILDING	BASE RATE	\$28.33
	FRINGE BENEFITS	11.16

GROUP 8

Ballast Relocator; Backfiller & Tamper; Batch Plant; Bar & Joint Installing Machine; Bull Floats; Burlap & Curing Machines; Clefplanes; Compressor on Building Construction; Concrete Mixer, Capacity more than one bag; Concrete Mixer, one bag capacity (side loader); All Concrete Pumps without Booms with 4" or Smaller System; Concrete Spreading Machine; Conveyor, used for handling building materials; Crusher; Deckhand; Drum Fireman in Asphalt Plant; Farm Type Tractor, Pulling Attachments; Finishing Machines; Form Trencher; Generator; Gunnite Machine; Hydro-Seeder; Pavement Breaker (Hydraulic or Cable); Post Driver; Post Hole Digger; Pressure Pump (over 1/2" discharge); Road Widening Trencher; Roller (except Asphalt); Self-propelled Power Spreader; Self-propelled Sub-Grader; Shotcrete Machine; Tire Repairman; Tractor (Pulling Sheep Foot Roller or Grader); VAC/ALL; Vibratory Compactor (with Integral Power) & Welder:

BUILDING	BASE RATE	\$27.15
	FRINGE BENEFITS	11.16

GROUP 9

Allen Screed Paver(concrete); Boiler (Less than 15 lbs. pressure); Crane-Compact, Track or Rubber under 4,000 lbs.; Directional Drill "Locator"; Inboard & Outboard Motor Boat Launch; Light Plant; Masonry Forklift; Oiler; Power Driven Heater (Oil Fired); Power Scrubber; Power Sweeper; Pump (Under 4" discharge); & Submersible Pump (Under 4" discharge):

BUILDING	BASE RATE	\$21.69
	FRINGE BENEFITS	11.16

OPERATING ENGINEERS/HEAVY HIGHWAY:

Master Mechanic & Boom from 150-180:

HEAVY & HIGHWAY	BASE RATE	\$29.74
	FRINGE BENEFITS	11.16

Boom from 180 and over:

HEAVY & HIGHWAY	BASE RATE	\$29.99
	FRINGE BENEFITS	11.16

OPERATING ENGINEERS: HEAVY & HIGHWAY: (Continued)

GROUP 1

Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradual; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Horizontal Directional Drill (over 500,000 ft. lbs. thrust); Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; & Wheel Excavator:

HEAVY & HIGHWAY	BASE RATE	\$29.49
	FRINGE BENEFITS	11.16

GROUP 2

Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); & Vermeer type Concrete Saw:

HEAVY & HIGHWAY	BASE RATE	\$29.37
	FRINGE BENEFITS	11.16

GROUP 3

A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); & Welding Machines:

HEAVY & HIGHWAY	BASE RATE	\$28.33
	FRINGE BENEFITS	11.16

OPERATING ENGINEERS: HEAVY & HIGHWAY: (Continued)

GROUP 4

Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway) except Masonry; Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift (highway); Form Trencher; Hydro Hammer; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); & Vibratory Compactor with Integral Power:

HEAVY & HIGHWAY	BASE RATE	\$27.15
	FRINGE BENEFITS	11.16

GROUP 5

Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt); Generator; Inboard-Outboard Motor Boat Launch; Masonry Fork Lift; Oil Heater (asphalt plant); Oiler; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; & VAC/ALLS:

HEAVY & HIGHWAY	BASE RATE	\$21.69
	FRINGE BENEFITS	11.16

PAINTERS:

Brush, Roller, Paper Hanging & Drywall Taping:

BUILDING	BASE RATE	\$23.10
	FRINGE BENEFITS	6.83

Spray:

BUILDING	BASE RATE	\$23.60
	FRINGE BENEFITS	6.83

Sandblasting, Waterblasting:

BUILDING	BASE RATE	\$23.85
	FRINGE BENEFITS	6.83

Lead Abatement:

BUILDING	BASE RATE	\$24.10
	FRINGE BENEFITS	6.83

Sign Painter & Erector:

BUILDING	BASE RATE	\$20.23
	FRINGE BENEFITS	3.25

PAINTERS/ HEAVY & HIGHWAY

Bridge/Equipment Tender and/or Containment Builder:

HEAVY & HIGHWAY	BASE RATE	\$20.49
	FRINGE BENEFITS	6.83

Brush & Roller:

HEAVY & HIGHWAY	BASE RATE	\$23.10
	FRINGE BENEFITS	6.83

PAINTERS/ HEAVY & HIGHWAY: (Continued)

Spray:	HEAVY & HIGHWAY	BASE RATE	\$23.60
		FRINGE BENEFITS	6.83
Sandblasting & Water Blasting:	HEAVY & HIGHWAY	BASE RATE	\$23.85
		FRINGE BENEFITS	6.83
Elevated Tanks; Steeplejack Work; Bridge & Led Abatement:	HEAVY & HIGHWAY	BASE RATE	\$24.10
		FRINGE BENEFITS	6.83

PIPEFITTERS & PLUMBERS:		BASE RATE	\$28.39
		FRINGE BENEFITS	14.30

PLASTERERS:	BUILDING	BASE RATE	\$22.00
		FRINGE BENEFITS	10.10

ROOFERS (excluding metal roofs):

Roofers:		BASE RATE	\$26.31
		FRINGE BENEFITS	11.07
Pitch:		BASE RATE	\$27.31
		FRINGE BENEFITS	11.07

SHEETMETAL WORKERS (including metal roofs):		BASE RATE	\$27.33
		FRINGE BENEFITS	14.66

SPRINKLER FITTERS:		BASE RATE	\$29.50
		FRINGE BENEFITS	15.85

TRUCK DRIVERS/BUILDING:

3 Tons & Under, Greaser, Tire Changer, & Mechanic Tender:	BUILDING	*BASE RATE	\$19.57
		FRINGE BENEFITS	12.17

Over 3 Tons, Semi-Trailer or Pole Trailer, Dump Tandem Axles, Farm Tractor (When used to pull building material & equipment):	BUILDING	*BASE RATE	\$19.68
		FRINGE BENEFITS	12.17

TRUCK DRIVERS/BUILDING:(Continued)

Concrete Mixer (Hauling on jobsites), & Truck Mechanic:

BUILDING

*BASE RATE \$19.75
FRINGE BENEFITS 12.17

Euclids & Other Heavy Moving Equipment, Lowboy, Winch, A-Frame & Monorail Truck (To transport building materials):

BUILDING

*BASE RATE \$19.85
FRINGE BENEFITS 12.17

***Work on Hazardous or Toxic Waste Site - \$4.00 Premium**

TRUCK DRIVER/HEAVY HIGHWAY:

Driver:

HEAVY & HIGHWAY

BASE RATE \$15.85
FRINGE BENEFITS 4.60

Euclid Wagon, End Dump, Lowboy, Heavy Duty Equipment, Tractor-Trailer Combination, & Drag:

HEAVY & HIGHWAY

BASE RATE \$16.29
FRINGE BENEFITS 4.60

End of Document
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Section 01015

PROJECT REQUIREMENTS

1. GENERAL DESCRIPTION OF WORK. The Work to be performed under these Contract Documents is generally described as follows: Furnishing all plant, materials, equipment, supplies, labor and transportation, including fuel, power, water, (except any materials, equipment, utility, or service, if any, specified herein to be furnished by the District), and performing all work required in the scope of work in the Contract, in strict accordance with the specifications, schedules, and drawings, all of which are made a part hereof and including such detail drawings as may be furnished by the District from time to time during the prosecution of the work in explanation of said drawings.

2. COORDINATION. Contractor shall plan, schedule, and coordinate its operations in a manner which will facilitate the simultaneous progress of the work included under other contracts outside the scope of these Contract Documents if applicable.

3. MATERIALS TO BE FURNISHED BY OWNER. If the Owner is supplying some of the materials for this project (eg. air release valves, meter materials) it shall be indicated on the bid item unit price sheet and Measurement and Payment Section 1025. Items will be available at the Owner's storage yard unless other provisions have been made.

4. RESPONSIBILITY FOR MATERIALS AND EQUIPMENT.

4.01. Items Furnished by Owner. Contractor's responsibility for materials and equipment furnished by Owner shall begin at the point of delivery on acceptance by Contractor. Contractor shall carefully examine each shipment prior to acceptance and shall reject all defective items. Owner reserves the right, however, to accept items rejected by Contractor and to authorize their installation in the Work.

Defective materials and equipment discovered after installation and prior to final acceptance of the Work, where the defect is of a nature not detectable by visual examination and other appropriate field inspection methods, shall be replaced by Owner, together with such additional materials and supplies as may be necessary for their replacement. Contractor shall furnish all necessary tools, equipment, and appliances, and perform all necessary labor, for the removal and replacement of such defective items in a manner acceptable to Owner; adjustment to the Contract Price for the costs of the removal and replacement shall be made in accordance with Article 11 of the General Conditions.

All materials and equipment furnished by Owner which disappear or are damaged after their acceptance by Contractor shall be replaced by and at the expense of Contractor. Replacements shall conform to the original procurement specifications.

Contractor shall be responsible for all unloading, reloading, transporting to the site, storage if necessary, re-handling, and installation.

All items shall be unloaded promptly after arrival. All charges for demurrage due to negligence or delay by Contractor shall be paid by Contractor. Equipment and materials shall be handled by methods which will prevent damage.

Equipment and materials shall be protected from exposure to the elements. All equipment shall be stored in accordance with the General Equipment Stipulations.

Contractor shall accept the risk of any delay in delivery of equipment or materials furnished by Owner, and if the Work is delayed, Contractor shall have no claim for damages or contract adjustment other than an extension of time and the waiving of liquidated damages occasioned by the delay.

All equipment shall be arranged and installed as indicated on the Drawings, and in conformity with installation drawings and instructions furnished to Owner by the manufacturer of the equipment.

4.02. Items Furnished by Contractor. Contractor shall be fully responsible for all materials and equipment which it has furnished.

5. OFFSITE STORAGE. Offsite storage arrangement shall be approved by Owner for all materials and equipment not incorporated into the Work but included in Applications for Payment. Such offsite storage arrangement shall be presented in writing and shall afford adequate and satisfactory security and protection. Offsite storage facilities shall be accessible to Owner.

6. SUBSTITUTES AND "OR-EQUAL" ITEMS. Provisions for evaluation of substitutes and "or-equal" items of materials and equipment are covered in Paragraph 6.05 of the General Conditions. Requests for review of equivalency will not be accepted by Owner from anyone except Contractor, and such requests will not be considered until after the Contract has been awarded.

7. PREPARATION FOR SHIPMENT. All materials shall be suitably packaged to facilitate handling and protect against damage during transit and storage. Painted surfaces shall be protected against impact, abrasion, discoloration, and other damage. All painted surfaces which are damaged prior to acceptance of equipment shall be repainted to the satisfaction of Owner.

Each item, package, or bundle of material shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall be included with each shipment.

8. SALVAGE OF MATERIALS AND EQUIPMENT. Existing materials and equipment removed, and not reused as a part of the Work, shall become Contractor's property, except the following items which shall remain Owner's property: Fire Hydrants, temporary plugs, and any unused materials supplied by the Owner.

Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated to be salvaged and reused or to remain the property of Owner. Contractor shall store and protect salvaged items specified or indicated to be reused in the Work.

Salvaged items not to be reused in the Work, but to remain Owner's property, shall be delivered by Contractor in good condition to Owner's storage yard.

Any items damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by Contractor in kind or with new items.

Contractor may furnish and install new items instead of those specified or indicated to be salvaged and reused, in which case such removed items will become Contractor's property.

Existing materials and equipment removed by Contractor shall not be reused in the Work except where so specified or indicated.

9. EASEMENTS AND RIGHTS-OF-WAY. The easements and rights-of-way for the pipelines will be provided by Owner. Contractor shall confine its construction operations within the limits indicated on the Drawings. Contractor shall use due care in placing construction tools, equipment, excavated materials, and pipeline materials and supplies in order to avoid damage to property and interference with traffic.

9.01. On Private Property. Easements across private property are indicated on the Drawings. Contractor shall set stakes to mark the boundaries of construction easements across private property. The stakes shall be protected and maintained until completion of construction and cleanup.

Contractor shall not enter any private property outside the designated construction easement boundaries without written permission from the owner of the property.

Whenever the easement is occupied by crops which will be damaged by construction operations, Contractor shall notify the owner sufficiently in advance so that the crops may be removed before excavation or trenching is started. Contractor shall be responsible for all damage to crops outside the easement and shall make satisfactory settlement for the damage directly with the owner.

Where the line crosses fields which are leveled for irrigation or terraced, Contractor shall relevel irrigated fields and replace all terraces to their original or better condition, and to the satisfaction of the owner.

9.02. Work Within Highway and Railroad Rights-of-Way. Permits shall be obtained by Owner. All Work performed and all operations of Contractor, its employees, or Subcontractors within the limits of railroad and highway rights-of-way shall be in conformity with the requirements and be under the control (through Owner) of the railroad or highway authority owning, or having jurisdiction over and control of, the right-of-way in each case.

10. OPERATION OF EXISTING FACILITIES. The existing water transmission and distribution system must be kept in continuous operation throughout the construction period. No interruption will be permitted which adversely affects the degree of service provided. Provided permission is obtained from Owner in advance, portions of the existing facilities may be taken out of service for short periods corresponding with

periods of minimum service demands. This may facilitate work at night or weekends which is considered incidental to the project.

Contractor shall provide temporary facilities and make temporary modifications as necessary to keep the existing facilities in operation during the construction period.

11. NOTICES TO OWNERS AND AUTHORITIES. Contractor shall, as provided in the General Conditions, notify owners of adjacent property and utilities when prosecution of the Work may affect them.

When it is necessary to temporarily deny access to property, or when any utility service connection must be interrupted, Contractor shall give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices shall conform to any applicable local ordinance and, whether delivered orally or in writing, shall include appropriate information concerning the interruption and instructions on how to limit inconvenience caused thereby.

Utilities and other concerned agencies shall be notified at least 24 hours prior to cutting or closing streets or other traffic areas or excavating near underground utilities or pole lines.

12. LINES AND GRADES. All Work shall be done to the lines, grades, and elevations indicated on the Drawings.

Basic horizontal and vertical control points will be established or designated by Owner to be used as datums for the Work. All additional survey, layout, and measurement work shall be performed by Contractor as a part of the Work.

Contractor shall provide an experienced instrument person, competent assistants, and such instruments, tools, stakes, and other materials required to complete the survey, layout, and measurement work. In addition, Contractor shall furnish, without charge, competent persons and such tools, stakes, and other materials as Owner may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by Contractor.

Contractor shall keep Owner informed, a reasonable time in advance, of the times and places at which it wishes to do Work, so that horizontal and vertical control points may be established and any checking deemed necessary by Owner may be done with minimum inconvenience to Owner and minimum delay to Contractor.

Contractor shall remove and reconstruct work which is improperly located.

13. CONNECTIONS TO EXISTING FACILITIES. Unless otherwise specified or indicated, Contractor shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, Contractor shall receive permission from Owner or the owning utility prior to undertaking connections. Contractor shall protect facilities against deleterious substances and damage.

Connections to existing facilities which are in service shall be thoroughly planned in advance, and all required equipment, materials, and labor shall be on hand at the time of undertaking the connections. Work shall proceed continuously (around the clock) if necessary to complete connections in the minimum time. Operation of valves or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the owning utility.

14. UNFAVORABLE CONSTRUCTION CONDITIONS. During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall confine its operations to work which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by Contractor to perform the Work in a proper and satisfactory manner.

15. CUTTING AND PATCHING. As provided in General Conditions, Contractor shall perform all cutting and patching required for the Work and as may be necessary in connection with uncovering Work for inspection or for the correction of defective Work.

Contractor shall perform all cutting and patching required for and in connection with the Work, including but not limited to the following:

- Removal of improperly timed Work.
- Removal of samples of installed materials for testing.
- Alteration of existing facilities.
- Installation of new Work in existing facilities.

Contractor shall provide all shoring, bracing, supports, and protective devices necessary to safeguard all Work and existing facilities during cutting and patching operations. Contractor shall not undertake any cutting or demolition which may affect the structural stability of the Work or existing facilities without Owner's concurrence.

Materials shall be cut and removed to the extent indicated on the Drawings or as required to complete the Work. Materials shall be removed in a careful manner, with no damage to adjacent facilities or materials. Materials which are not salvable shall be removed from the site by Contractor.

All Work and existing facilities affected by cutting operations shall be restored with new materials, or with salvaged materials acceptable to Owner, to obtain a finished installation with the strength, appearance, and functional capacity required. If necessary, entire surfaces shall be patched and refinished.

16. ASBESTOS REMOVAL. If, during the progress of the Work, suspected asbestos-containing products are identified, Contractor shall stop work in the affected area and engage an asbestos removal Subcontractor to verify the materials and, if necessary, encapsulate, enclose, or remove and dispose of all asbestos in accordance with current regulations of the Environmental Protection Agency and the U. S. Department of Labor - Occupational Safety and Health Administration, the state asbestos regulating agency, and any local government agency. Payment for such work will be made by Change Order.

16.01. Subcontractor's Qualifications. The Subcontractor for asbestos removal shall be regularly engaged in this type of activity and shall be familiar with the regulations which govern this work. The Subcontractor shall demonstrate to the satisfaction of Owner that it has successfully completed at least three asbestos removal projects, that it has the necessary staff and equipment to perform the work, and that it has an approved site for disposal of the asbestos. The Subcontractor shall carry insurance as specified in the Supplementary Conditions.

16.02. Removal Methods. The asbestos removal Subcontractor shall submit a work plan of its proposed removal procedure to Owner before beginning work and shall certify that the methods are in full compliance with the governing regulations. The work plan shall cover all aspects of the removal, including health and safety of employees and building occupants, hygiene facilities, employee certification, clearance criteria, transportation and disposal, enclosure techniques, and other techniques appropriate for the proposed work.

17. CLEANING UP. Contractor shall keep the premises free at all times from accumulations of waste materials and rubbish. Contractor shall provide adequate trash receptacles about the site and shall promptly empty the containers when filled.

Construction materials, such as concrete forms and scaffolding, shall be neatly stacked by Contractor when not in use. Contractor shall promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids, and cleaning solutions from surfaces to prevent marring or other damage.

Volatile wastes shall be properly stored in covered metal containers and removed daily.

Wastes shall not be buried or burned on the site or disposed of into storm drains, sanitary sewers, streams, or waterways. All wastes shall be removed from the site and disposed of in a manner complying with local ordinances and anti-pollution laws.

Adequate cleanup will be a condition for processing of progress payment applications.

18. APPLICABLE CODES. References in the Contract Documents to local codes mean the following:

- Kentucky Building Code
- Kentucky Plumbing Code
- National Electric Code
- BOCA Mechanical Code

Other standard codes which apply to the Work are designated in the Specifications.

19. PRECONSTRUCTION CONFERENCE. Prior to the commencement of Work at the site, a pre-construction conference will be held at a mutually agreed time and place. The conference shall be attended by:

- Contractor and its superintendent.
- Principal Subcontractors.
- Representatives of principal Suppliers and manufacturers as appropriate.
- Representatives of Owner.

Government representatives as appropriate.
Others as requested by Contractor or Owner.

Unless previously submitted to Owner, Contractor shall bring to the conference a preliminary schedule for each of the following:

- Progress.
- Procurement.
- Values for progress payment purposes.
- Shop Drawings and other submittals.

The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include:

- Contractor's preliminary schedules.
- Transmittal, review, and distribution of Contractor's submittals.
- Processing Applications for Payment.
- Maintaining record documents.
- Critical Work sequencing.
- Field decisions and Change Orders.
- Use of premises, office and storage areas, security, housekeeping, and Owner's needs.
- Contractor's assignments for safety and first aid.

Owner will preside at the conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

20. PROGRESS MEETINGS. Contractor shall schedule and hold regular progress meetings at least monthly and at other times as requested by Owner or required by progress of the Work. Contractor, Owner, and all Subcontractors active on the site shall be represented at each meeting. Contractor may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors.

Contractor shall preside at the meetings. Meeting minutes will be prepared and distributed by Contractor. The purpose of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop.

End of Section

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Section 01025

MEASUREMENT AND PAYMENT

1. SCOPE. This section covers methods of measurement and payment for items of Work under this Contract.

2. GENERAL. The total Contract Price shall cover all Work required by the Contract Documents. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction plant, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included in the prices bid. The Contractor shall be responsible for supplying all project materials, except for items supplied by the Owner as indicated in the Bid Item Descriptions below and on the bid form.

3. ESTIMATED QUANTITIES. All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the bids submitted for the Work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished. Contractor agrees that it will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts therefor.

4. EXCAVATION AND TRENCHING. Except where otherwise specified, the unit or lump sum price bid for each item of Work, which involves excavation, or trenching shall include all costs for such Work. No direct payment shall be made for excavation or trenching. All excavation and trenching shall be unclassified as to materials, which may be encountered; in addition, trenches shall be unclassified as to depth.

5. BID PRICES TO INCLUDE INCIDENTAL WORK. The bid prices will cover and include the cost and expense of all contingents, accessories and incidental work and material required to complete the improvement. This includes replacement of services, pavement, fences and any other objects which are affected in the process of construction on this work. It shall also include where necessary, watchmen, flagmen, barricades, red lights, all backfill material such as gravel, flowable fill and any temporary restoration, construction joints, finishing and curing concrete, dust control, maintenance of traffic, maintenance of existing sewage flow, provision for access to property, and many other incidents which occur on a normal construction job.

DESCRIPTION OF BID ITEMS

NOTE: Descriptions of each material can be found in Section 01600 Technical Provisions

6. PIPELINES. Pipelines which are to be paid for on a unit price basis shall be measured for payment on a horizontal plane after installation of the pipe. Where lines are laid to conform to

stationed profiles, payment shall be made on linear quantities based on the pipeline stationing as determined by surveys made after installation.

The measurement of the length of each line or run of pipe of each size will begin and end at:

- a. The end of the pipe where connected to an existing pipe, fitting, or valve; or at the end of a dead-end run.
- b. The center lines intersection of the run and branch on tees, crosses, or laterals where a branch line connecting therewith is constructed under this Contract. Where a branch fitting is installed under this Contract, and the branch or connecting line is to be constructed by others at some future date or under another contract, the pay measurement will include the entire laying length of the branch or branches of such fitting.
- c. The measurement of each line of pipe of each size which is to be paid for on a unit price basis will be continuous through, and shall include the full laying lengths of, all fittings and valves installed between the ends of each line; except that the laying lengths of reducers and increasers will be divided equally between the connected pipe sizes. Connecting piping for fire hydrants will be paid under the unit price for fire hydrants.

6.01 CLASS 50 or 52 DUCTILE IRON PIPE (ALL SIZES). (Detail 103, 103a, 104, 104a, 110). Includes the specified pipe, polyethylene wrap, fittings, bends, tracing wire, excavation, labor, equipment, bedding, backfill disinfection, dechlorination, pressure testing, restoration of non-paved areas, etc. required to install the specified pipe at the location shown on the plans, or as directed, in accordance with the specifications and standard drawings complete and ready for use. Paid LINEAR FEET (LF).

6.02.A CLASS 50 or 52 DUCTILE IRON PIPE (ALL SIZES) – INTERNAL RESTRAINED JOINT. (Detail 103, 103a, 104, 104a, 110). Includes the specified pipe, polyethylene wrap, fittings, bends, tracing wire, excavation, labor, equipment, bedding, backfill, disinfection, dechlorination, pressure testing, restoration of non-paved areas, etc. required to install the specified pipe at the location shown on the plans, or as directed, in accordance with the specifications and standard drawings complete and ready for use. Paid LINEAR FEET (LF).

6.02.B CLASS 50 or 52 DUCTILE IRON PIPE (ALL SIZES) –RESTRAINED JOINT. (Detail 103, 103a, 104, 104a, 110). Includes the specified pipe, polyethylene wrap, fittings, bends, tracing wire, excavation, labor, equipment, bedding, backfill, disinfection, dechlorination, pressure testing, restoration of non-paved areas, etc. required to install the specified pipe at the location shown on the plans, or as directed, in accordance with the specifications and standard drawings complete and ready for use. Pipe gaskets shall develop a wedging action between pairs of high-strength stainless steel stainless steel elements spaced around the gasket (Field Lok®, Fast-Grip® or approved equal gaskets). The bend shall be restrained using mechanical joint restraint devices consisting of multiple gripping wedges incorporated into a follower gland compatible with all mechanical joints (Megalug Series 1100®, MJ Field Lok® or approved equal) Paid LINEAR FEET (LF).

6.03 C-900, C-909 Poly Vinyl Chloride (PVC) (ALL SIZES). (Detail 103, 103a, 104, 104a, 111). Includes the specified pipe, polyethylene wrap, fittings, bends, excavation, labor, equipment, bedding, backfill, disinfection, pressure testing, restoration of non-paved areas, tracing wire etc. required to install the specified pipe at the location shown on the plans, or as directed, in accordance with the specifications and standard drawings complete and ready for use. Paid LINEAR FEET (LF).

6.04 CASING PIPE. Includes the casing pipe (K.D.O.T. or Railroad Spec.), labor, equipment, excavation, backfill, restoration, etc. required to install the casing pipe at the location shown on the plans, or as directed, in accordance with the specifications and standard drawings complete and ready for use. Paid LINEAR FEET (LF).

- a. Crossings. Where tunneling is required in connection with railroad, highway, or primary road crossings, each crossing shall be measured for payment horizontally along the longitudinal center line of the enclosing conduit or pipe installed therein, from end to end of the enclosing conduit, or from end to end of the tunnel excavation where an enclosing conduit is not required. Each designated type of crossing shall include the following:
- b. Crossings in Earth Backfill Tunnel. The unit price bid for each crossing in earth backfill tunnel shall include all costs in connection with excavation and backfilling, the excess cost of installing pipe in tunnel above the amount bid for the pipe laid in open trench, all skids, jointing materials, stabilized sand backfill, and all other work for and in connection with the crossing, not paid for separately. Separate payment shall not be made for tunnel liner or supports which may be needed for Contractor's convenience; all such items shall be considered a subsidiary obligation of Contractor.
- c. Crossings in Conduit – 16-inch PVC (C-900, DR 25 Casing Pipe). The unit price bid for the PVC casing pipe shall include all costs in connection with excavation and backfilling of the casing pipe. Included in this price shall be the approved pipe spacers to center the carrier pipe and rubber boots to seal the ends of the casing pipe to the carrier pipe. Cost also to include jointing materials, jacking pipe, jacking pits, sand backfill, and all other work for and in connection with the crossing, not paid for separately.

7. Connections to Existing Water Mains. Connections to existing water mains will be paid for at the lump sum prices bid. Each lump sum price named for a connection shall include all costs incurred for making the connection over and above the price of the connecting piping in place. Each lump sum price shall include furnishing and installing the tapping sleeve and valve, fittings; all excavation, blocking and backfilling work; tapping of existing main; and all other costs not included under other bid items.

7.01 CONNECT TO EXISTING MAIN/TIE-IN (ALL SIZES). Includes all labor, equipment, excavation, materials, fittings, sleeves, couplings, blocking, anchoring, polyethylene wrap, disinfection, pressure testing, backfill and restoration, required to make the connection as shown on the plans, and in accordance with the specifications. Pipe for connection shall be paid under pipe bid item and shall be measured thru connection fittings. Paid EACH (EA).

7.02 TAPPING SLEEVE & VALVE (ALL SIZES) Includes the District approved tapping sleeve and valve, polyethylene wrap, labor, equipment, excavation, blocking, anchoring,

disinfection, backfill, restoration, etc. to install the specified fitting at the locations shown on the plans in accordance with the specifications and standard drawing complete and ready for use. Paid EACH (EA) when complete.

8. Fire Hydrants. Fire hydrants will be paid for at the unit price bid. The unit price named for each fire hydrant installation shall include all costs incurred in furnishing and installing the fire hydrant; auxiliary gate valve, all connecting piping to the adjacent water main, accessories, and appurtenances, concrete blocking behind and under the fire hydrant, drainage facilities, yard restoration and all other costs not included under other bid items.

8.01 INSTALL FIRE HYDRANT ASSEMBLY. (Detail 109). Includes all labor, equipment, excavation, concrete blocking, 6" Ductile Iron Resilient Seated Gate Valve, Valve box, 6" Ductile Iron Anchor Coupling, Fire Hydrant, extensions, granular drainage material, backfill and yard restoration to install fire hydrant complete and in accordance with the specifications and standard drawings. Paid EACH (EA).

8.02 INSTALL FUTURE FIRE HYDRANT VALVE. (Detail 109). Includes all labor, equipment, excavation, 6" Ductile Iron Resilient Seated Gate Valve, Valve box, Plug, backfill and yard restoration to install future fire hydrant assembly complete and in accordance with the specifications and standard drawings. Paid EACH (EA).

8.03 REMOVE FIRE HYDRANT. Includes all labor, equipment, excavation, backfill and yard restoration to remove an existing fire hydrant, cap hydrant lead if necessary and return to the Northern Kentucky Water District warehouse. Paid EACH (EA).

8.04 RELOCATE FIRE HYDRANT. Includes allowing for Northern Kentucky Water District's Inspector to inspect the existing fire hydrant prior to reuse, returning unusable fire hydrants to the Northern Kentucky Water District Warehouse and picking up a replacement hydrant for use. Includes the labor, equipment, excavation, bedding, backfill, testing, disinfection, and yard restoration to relocate existing fire hydrant to valve, pipe, and anchoring tee as indicated on plans and on standard drawings contained in the plans. The pipe, valve and anchoring tee shall be paid under separate bid items when required. The Contractor to supply and install all anchoring couplings, fire hydrant extensions, concrete blocking, yard restoration, granular drainage material, etc, needed to install the fire hydrant complete and ready for use as shown on the plans, and in accordance with the specifications and standard drawings. Paid EACH (EA).

8.05 ADJUST FIRE HYDRANT TO GRADE. Includes the labor, equipment, excavation, bedding, backfill, testing, disinfection, and yard restoration to adjust the existing fire hydrant using the fire hydrant manufacturer's extension kit for adjustments of 18" or less. Adjustments greater than 18" require anchoring couplings and vertical bends to adjust to grade. The Contractor will supply and install all anchor couplings, bends, fire hydrant extension, concrete blocking, yard restoration, granular drainage material, etc, needed to adjust the fire hydrant complete and ready for use as shown on the plans, and in accordance with the specifications and standard drawings. Paid EACH (EA).

9. Valves. Sectionalizing valves in water mains will be paid for at the unit price bid for each size. The unit price shall include all costs incurred in completing the sectionalizing valve installation over and above the amount paid for piping in place. The unit price shall include

furnishing and installing the sectionalizing valve, valve box, and appurtenances; excavation and backfill not included under piping; and all other costs not included under other bid items.

No separate payment will be made for fire hydrant auxiliary gate valves or tapping valves.

9.01 DUCTILE IRON RESILIENT SEATED GATE VALVE (4", 6", 8", 12"). (Detail 105). Includes the specified valve, labor, equipment, excavation, polyethylene wrap, bedding, backfill, disinfection, pressure testing, restoration, etc. (contractor must supply mechanical joint restraints on restrained joint applications), required to install the specified valve at the location shown on the plans, or as directed, in accordance with the specifications and standard drawings complete and ready for use. All External Dome and Packing Bolts Shall be Stainless Steel. Paid EACH (EA).

9.02 BUTTERFLY VALVE (16" AND LARGER). Includes the labor, equipment, valve and appurtenances, material, excavation, polyethylene wrap, bedding, backfill, disinfection, pressure testing, restoration, etc. (contractor must supply mechanical joint restraints on restrained joint applications), required to install the specified valve at the location shown on the plans, or as directed, in accordance with the specifications and standard drawings complete and ready for use. Paid EACH (EA).

10. SERVICES

10.01 REPLACE and RECONNECT SERVICE LINE (3/4" THRU 2"). Includes the labor, equipment, excavation, bedding, backfill, and asphalt, concrete and yard restoration to install the service line at the locations shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and ready for use. Lead service lines encountered by the excavation shall be replaced from the main to and including the meter vault and meter setting. All service line material will be supplied by NKWD. Paid EACH (EA).

10.02 REPLACE SERVICE LINE AND INSTALL WATER METER SETTING (3/4" THRU 2"). Includes the labor, equipment, excavation, bedding, backfill, and asphalt, concrete and yard restoration to install the service line, new meter vault and yoke setting at the locations shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and ready for use. All service line material will be supplied by NKWD. Paid EACH (EA).

10.03 RECONNECT COPPER SERVICE (3/4" THRU 2"). Includes the labor, equipment, excavation, bedding, backfill and asphalt, concrete and yard restoration to reconnect the service line at the locations shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and ready for use. Lead service lines encountered by the excavation shall be replaced from the main to and including the meter vault and meter setting. All service line material will be supplied by NKWD. Paid EACH (EA).

10.04 RELOCATE WATER METER SETTING. Includes the labor, equipment, excavation, bedding, backfill and asphalt, concrete and yard restoration to install a new meter vault and yoke setting to the location shown on the plans or as directed, in accordance with the specifications and standard drawings complete and ready for use. All service line material will be supplied by NKWD. Paid EACH (EA).

10.05 INSTALL WATER METER SETTING. Includes the labor, equipment, excavation, bedding, backfill, testing, disinfection and asphalt, concrete and yard restoration to install a new meter vault and yoke setting to the location shown on the plans or as directed, in accordance with the specifications and standard drawings complete and ready for use. All service line material will be supplied by NKWD. Paid EACH (EA).

10.06 ADJUST EXISTING WATER VALVE BOX TO GRADE. Includes all labor, equipment, excavation, bedding, 2'x2'x4" concrete pad, backfill, testing, disinfection, and asphalt, concrete and yard restoration to install the valve box and valve toggle extensions (if required) and adjust the top of the box to finished grade complete and ready for use. Valve toggle extensions will be supplied by NKWD. Paid EACH (EA).

10.07 ADJUST WATER METER TO GRADE. Includes all labor, equipment, excavation, bedding, backfill, testing, disinfection, and asphalt, concrete and yard restoration to adjust the top of the box to finished grade complete and ready for use. Paid EACH (EA).

10.08 REMOVE EXISTING CURB STOP/METER CROCK. Includes the labor, equipment, excavation, backfill and asphalt, concrete or yard restoration to remove the existing curb stop or meter crock at the location shown on the plans or as directed, in accordance with the specifications and standard drawings. Paid EACH (EA).

11. MISCELLANEOUS

11.01 CONCRETE ENCASEMENT. Includes the labor, equipment, excavation, backfill, concrete, restoration, etc. to construct the concrete encasement of the water main stream crossing as shown on the plans, and in accordance with the specifications and standard drawings. Paid LINEAR FEET (LF).

11.02 4" UNDERDRAIN. Includes the labor, equipment, excavation, bedding, materials, backfill, and restoration, etc.-required to install the underdrain at the location shown on the plans in accordance with the specifications and standard drawings complete and ready for use. Paid EACH (EA).

11.03 PRESSURE REDUCING VALVE PIT. Includes the labor, equipment, excavation, concrete pit construction, materials, pipe work, electrical work, backfill, restoration, etc. required to install the specified pressure reducing valve pit at the location shown on the plans in accordance with the plans, specifications and standard drawings complete and ready for use. Paid EACH (EA).

11.04 PLUG AND BLOCK (ALL SIZES). This item shall include the specified plug, polyethylene wrap, labor, equipment, excavation, concrete, backfill and restoration required to install the plug and blocking at the location shown on the plans or as directed in accordance with the specifications. Paid EACH (EA).

11.05 AIR RELEASE VALVE. (Detail 106). This item shall include labor, equipment, excavation, polyethylene wrap, bedding, backfill, disinfection, pressure testing, restoration, etc. required to install the air release valve at the location shown on the plans or as directed in accordance with the specifications. All materials will be supplied by NKWD. Paid EACH (EA).

11.06 ANCHORING TEE AND BLOCK (ALL SIZES). Includes the specified anchoring tee, labor, equipment, excavation, polyethylene wrap, bedding, backfill, disinfection, pressure testing, restoration, etc. required to install the specified anchoring tee at the location shown on the plans, or as directed, in accordance with the specifications and standard drawings complete and ready for use. Paid EACH (EA).

11.07 DUCTILE IRON TEE AND BLOCK (ALL SIZES). Includes the specified ductile iron tee, labor, equipment, excavation, polyethylene wrap, bedding, backfill, disinfection, pressure testing, restoration, etc. required to install the specified tee at the location shown on the plans, or as directed, in accordance with the specifications and standard drawings complete and ready for use. Paid EACH (EA).

11.07a PVC TEE (ALL SIZES). Includes the specified PVC tee, labor, equipment, excavation, bedding, backfill, disinfection, pressure testing, restoration, etc. required to install the specified tee at the location shown on the plans, or as directed, in accordance with the specifications and standard drawings complete and ready for use. Paid EACH (EA).

11.08 DUCTILE IRON CROSS (ALL SIZES). Includes the specified ductile iron cross, labor, equipment, excavation, polyethylene wrap, bedding, backfill, disinfection, pressure testing, restoration, etc. required to install the specified ductile iron cross at the location shown on the plans, or as directed, in accordance with the specifications and standard drawings complete and ready for use. Paid EACH (EA).

11.09 REDUCER (ALL SIZES). Includes the reducer, labor, equipment, excavation, polyethylene wrap, bedding, backfill, disinfection, pressure testing, restoration, etc. required to install the specified reducer at the location shown on the plans, or as directed, in accordance with the specifications and standard drawings complete and ready for use. Paid EACH (EA).

11.10 FLUSHING DEVICE. (Detail 113) Includes the labor, equipment, excavation, polyethylene wrap, bedding, backfill, disinfection, pressure testing, restoration, etc. required to install the specified flushing device at the location shown on the plans in accordance with the specifications and standard drawings complete and ready for use. Flushing device materials will be supplied by NKWD. Paid EACH (EA).

11.11 TEST TAP. Includes the labor, equipment, excavation, polyethylene wrap, bedding, backfill, disinfection, pressure testing, restoration, etc.-required to install the specified test tap at the location shown on the plans in accordance with the specifications and standard drawings complete and ready for use. Test Tap materials will be supplied by NKWD. Paid EACH (EA).

11.12 STORM SEWER CONNECTION. Includes all labor, equipment, excavation, bedding, backfill and materials required to make the connection to the existing combination manhole as shown on the plans and in accordance with the specifications of K.T.C. and Sanitation District No. 1. Paid EACH (EA).

11.13 REMOVE EXISTING CATCH BASIN & RECONSTRUCT NEW DOUBLE CURB BOX INLET. Includes all labor, equipment, excavation, backfill and materials to remove an

existing catch basin, dispose of existing catch basin in a proper manner in accordance will all applicable local, state, or federal regulations and installation of a Standard Double Curb Box Inlet as per the detail in the construction drawings. All work shall also be in accordance with the specifications of K.T.C. and Sanitation District No. 1. Paid EACH (EA)

11.14 REMOVE EXISTING STORM PIPE & CONSTRUCT HDPE STORM PIPE. Includes all labor, equipment, excavation, bedding, backfill and materials to remove the existing storm sewer pipe and install new HDPE storm pipe as per plan. All debris materials shall be disposed of in a proper manner and shall be as directed by all applicable local, state or federal regulations. Installation of new HDPE storm pipe shall be in accordance with the Storm Sewer Pipe Bedding – Flexible Pipe (Plastic) detail on the construction drawings. All work shall also be in accordance with the specifications of K.T.C. and Sanitation District No. 1. Paid LINEAR FOOT (LF)

11.15 PVC DRAIN LINE WITH SCREEN. Includes the labor, equipment, excavation, and materials required to install the PVC drain line with screen in accordance with plans, specifications and standard drawings. Screen shall be Rat Guard – Band Type or approved equal. Paid LINEAR FEET (LF).

11.16 2-INCH HDPE PIPE. Includes all labor, equipment, excavation, specified pipe, fittings, couplings, tracing wire, bedding, backfill, disinfection, pressure testing, restoration, etc. required to install pipe at the location shown on the plans or as directed in accordance with the specifications (NKWD's Detail 115). Paid LINEAR FEET (LF).

11.17 2-INCH CONNECTION WITH CORP. STOP Includes all labor, equipment, excavation, materials, fittings, couplings, tracing wire, bedding, backfill, disinfection, pressure testing, restoration, etc. required to connect 2-inch HDPE pipe to water main at the location shown on the plans or as directed in accordance with the specifications (NKWD's Detail 115). Paid EACH (EA).

11.18 2-INCHx2-INCHx1-INCH TEE WITH CORP. STOP Includes all labor, equipment, excavation, materials, fittings, couplings, tracing wire, bedding, backfill, disinfection, pressure testing, restoration, etc. required to install tees in the HDPE pipe at the location shown on the plans or as directed in accordance with the specifications (NKWD's Detail 115). Paid EACH (EA).

12. RESTORATION

12.01. Pavement Removal and Replacement. The unit prices per square yard for pavement removal and replacement shall be measured for (length x width) payment horizontally along the center line of the pipe, through manholes, and to the edge of the existing pavement; or, where the edge of the existing pavement is not clearly defined, to the edge of the pavement replacement. The unit prices bid for pavement removal and replacement shall include all costs in connection therewith, including cutting, removal, and disposal of old pavement; construction of new pavement; and all extra compaction effort required for backfill beneath pavement.

12.02 Miscellaneous Asphaltic Concrete Paving. Existing valve boxes shall be abandoned by removal or filling with concrete at the discretion of the District. This cost shall be incidental to any bid item associated with asphaltic concrete paving.

12.03. Sidewalk or Driveway Removal and Replacement. The unit prices per square yard bid for sidewalk or driveway removal and replacement shall include all costs involved in cutting and removing sidewalk or driveway, and all labor and materials required to replace the sidewalks.

Measurement for payment for sidewalk or driveway removal and replacement shall be on a square yard basis and shall include only the area actually removed and replaced, between joints, over the pipeline trench.

All costs involved in repairing or removal and replacement of existing sidewalk or driveway outside the specified pay limits, where damaged during the construction operations, shall be considered a subsidiary obligation of Contractor and shall be borne by Contractor.

12.04. MISCELLANEOUS CONCRETE. Concrete for encasement or blocking of pipe and fittings not included as parts of pipelines will be measured for payment as the actual volume of concrete placed within the limits as indicated or specified.

Concrete for total encasement shall be computed using the maximum allowable trench width (or pipe OD plus 24 inches where no maximum is specified), the minimum clear depth below the pipe, and the minimum cover over the pipe, less the volume occupied by the pipe itself.

Unless otherwise authorized by Owner, all additional concrete for encasement or blocking required outside the specified pay limits will be considered a subsidiary obligation of Contractor and no direct payment shall be made therefore.

All concrete which is required in connection with manholes or structures, pavement or sidewalk replacement, and other pay items shall be included in the lump sum or unit price bid for the pay item.

The unit price bid for miscellaneous concrete shall include concrete, reinforcing steel, forms, finishing, curing, and all other work or materials required to complete the concrete work.

Existing valve boxes shall be abandoned by removal or filling with concrete at the discretion of the District. This cost shall be incidental to any bid item associated with concrete paving or other concrete work.

12.05 ASPHALTIC CONCRETE MILLING AND PAVING. Includes the labor, equipment and materials required to perform any necessary milling, placing of asphalt to a depth of 1.5 inches in accordance with specifications and standard drawing #103A. Paid SQUARE YARD (SY).

12.06 ASPHALTIC CONCRETE. Includes the labor, equipment and materials required to perform any necessary removal and replacement of asphalt to a minimum depth of 6 inches or match existing and abandoning of valve boxes in accordance with specifications and standard drawing #103A. Paid SQUARE YARD (SY).

12.07 ASPHALTIC CONCRETE - DRIVEWAY. Includes the labor, equipment and materials required to perform any necessary removal and replacement of asphalt to match existing depth in accordance with specifications and standard drawing #103A. Culvert repair or replacement shall be considered incidental to driveway restoration. Paid SQUARE YARD (SY).

12.08 SHOULDER RESTORATION {KDOT}. Includes all labor, equipment, and materials required to restore roadway shoulder to match existing in accordance with KDOT specifications. Paid SQUARE YARD (SY).

12.09 CONCRETE PAVEMENT. Includes the labor, equipment and materials required to remove and replace a minimum of 8" KDOT class A Concrete or to match existing, whichever is greater and abandoning of valve boxes in accordance with specifications. Paid SQUARE YARD (SY).

12.10 CONCRETE DRIVEWAY. Includes the labor, equipment and materials required to remove and replace the driveway concrete to match existing depth. Culvert repair or replacement shall be considered incidental to driveway restoration. Paid SQUARE YARD (SY).

12.11 CONCRETE CURBING. Includes the labor, equipment and materials required to place KDOT class A Concrete to match existing in accordance with specifications and standard drawings. Paid LINEAR FEET (LF).

12.12 CONCRETE SIDEWALK. Includes the labor, equipment and materials required to remove and replace the sidewalk concrete to match existing depth. This item also includes any requirements to install sidewalk ramps per ADA standards. Paid SQUARE YARD (SY).

12.13 GRAVEL DRIVEWAY/PARKING AREA. Includes the labor, equipment and materials required to replace and grade gravel driveway to match existing depth. Paid SQUARE YARD (SY).

12.14 BEST MANAGEMENT PRACTICE (SWPPP). Includes the labor, equipment and materials required to conform and comply with the best management practices to control soil erosion as shown on the plans and specifications. Paid LUMP SUM (LS).

12.15 ANCHOR-TRENCH BLOCKS. Includes the labor, equipment, concrete, rebar, excavation, and materials required to install the anchor-trench blocks in accordance with plans, specifications and standard drawings. Paid EACH (EA).

12.16 GUARD RAIL RESTORATION Includes the labor, equipment and materials required to replace guard rail in accordance with KDOT specifications and standard drawings. Paid LINEAR FEET (LF).

12.17 TEMPORARY AND PERMANENT FENCE RESTORATION Includes the labor, equipment and materials required to remove the existing security fence; install a temporary security fence (same height & construction as existing) at the construction limits during construction operation, (fencing plans will need to be approved by the District); and when project is complete, replace the fences to match existing fences (including razor wire) in the same location as directed by the District. Paid LINEAR FEET (LF).

End of Section

SECTION 01070

ABBREVIATIONS OF TERMS AND ORGANIZATIONS

1. LIST OF ABBREVIATIONS. Reference to standards and organizations in the Specifications shall be by the following abbreviated letter designations:

AA	Aluminum Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AFBMA	Antifriction Bearing Manufacturers Association
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	American Plywood Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gage
AWPA	American Wood-Preservers' Association
AWPB	American Wood Preservers Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
CDA	Copper Development Association
CISPI	Cast Iron Soil Pipe Institute
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard (U.S. Department of Commerce)
DIPRA	Ductile Iron Pipe Research Association
EEI	Edison Electric Institute
EJCDC	Engineers' Joint Contract Documents Committee
EPA	Environmental Protection Agency
Fed Spec	Federal Specification
FHWA	Federal Highway Administration

FIA	Factory Insurance Association
FM	Factory Mutual
IEEE	Institute of Electrical and Electronics Engineers
IFI	Industrial Fasteners Institute
IRI	Industrial Risk Insurers
MIL	Military Specification
MSS	Manufacturers Standardization Society of Valve and Fitting Industry
NBS	National Bureau of Standards
NCSPA	National Corrugated Steel Pipe Association
NEC	National Electrical Code
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
NPC	National Plumbing Code
NPT	National Pipe Thread
NRMCA	National Ready Mixed Concrete Association
NSC	National Safety Council
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PS	Product Standard
SAE	Society of Automotive Engineers
SI	Système International des Unités (International System of Units)
SPFA	Steel Plate Fabricators Association
SSI	Scaffolding and Shoring Institute
SSPC	Steel Structures Painting Council
UL	Underwriters' Laboratories

End of Section

Section 01300

SUBMITTALS

1. PROGRESS SCHEDULE. After the preconstruction conference and before Work is started, Contractor shall submit to Owner for review a schedule of the proposed construction operations. Owner shall cooperate with Contractor in arrangements for continuity of service and operation of valves and other control facilities. The progress schedule shall indicate the sequence of the Work, the time of starting and completion of each part, and the time for making connections to existing piping, structures, or facilities.

2. PROGRESS REPORTS. A progress report shall be furnished to Owner with each Application for Payment. If the Work falls behind schedule, Contractor shall submit additional progress reports at such intervals as Owner may request.

Each progress report shall include sufficient narrative to describe current and anticipated delaying factors, their effect on the progress schedule, and proposed corrective actions. Any Work reported complete, but which is not readily apparent to Owner, must be substantiated with satisfactory evidence.

3. SURVEY DATA. All field books, notes, and other data developed by Contractor in performing surveys required as part of the Work shall be available to Owner for examination throughout the construction period. All such data shall be submitted to Owner with the other documentation required for final acceptance of the Work.

4. SHOP DRAWINGS AND ENGINEERING DATA.

4.01. General. Shop Drawings and engineering data (submittals) covering all equipment and fabricated and building materials which will become a permanent part of the Work under this Contract shall be submitted to Owner for review, at the Owner's address given in the Agreement. Submittals shall verify compliance with the Contract Documents, and shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices; the external connections, anchorages, and supports required; performance characteristics; and dimensions needed for installation and correlation with other materials and equipment. When an item consists of components from several sources, Contractor shall submit a complete initial submittal including all components.

All submittals, regardless of origin, shall be stamped with the approval of Contractor and identified with the name and number of this Contract, Contractor's name, and references to applicable specification paragraphs and Contract Drawings. Each submittal shall indicate the intended use of the item in the Work. When catalog pages are submitted, applicable items shall be clearly identified and inapplicable data crossed out. The current revision, issue number, and date shall be indicated on all drawings and other descriptive data.

Contractor shall be solely responsible for the completeness of each submission. Contractor's stamp of approval is a representation to Owner that Contractor accepts sole responsibility for determining and verifying all quantities, dimensions, field

construction criteria, materials, catalog numbers, and similar data, and that Contractor has reviewed and coordinated each submittal with the requirements of the Work and the Contract Documents.

All deviations from the Contract Documents shall be identified as deviations on each submittal and shall be tabulated in Contractor's letter of transmittal. Such submittals shall, as pertinent to the deviation, indicate essential details of all changes proposed by Contractor (including modifications to other facilities that may be a result of the deviation) and all required piping and wiring diagrams.

Five copies (or one reproducible copy) of each drawing and necessary data shall be submitted to Owner. Owner will return two marked copies (or one marked reproducible copy) to Contractor. Facsimile (fax) copies will not be acceptable. Owner will not accept submittals from anyone but Contractor. Submittals shall be consecutively numbered in direct sequence of submittal and without division by subcontracts or trades.

4.02. Owner's Review of Submittals. Owner's review of submittals will cover only general conformity to the Drawings and Specifications, external connections, and dimensions which affect the layout. Owner's review does not indicate a thorough review of all dimensions, quantities, and details of the material, equipment, device, or item shown. Owner's review shall not relieve Contractor of Contractor's sole responsibility for errors, omissions, or deviations in the drawings and data, nor of Contractor's sole responsibility for compliance with the Contract Documents.

Owner's submittal review period shall be 21 consecutive calendar days in length and shall commence on the first calendar day immediately following the date of arrival of the submittal or resubmittal in Owner's office. The time required to mail the submittal or resubmittal back to Contractor shall not be considered a part of the submittal review period.

When the drawings and data are returned marked "NOT ACCEPTABLE" or "RETURNED FOR CORRECTION", the corrections shall be made as noted thereon and as instructed by Owner and five corrected copies (or one corrected reproducible copy) resubmitted. Facsimile (fax) copies will not be acceptable.

When the drawings and data are returned marked "EXCEPTIONS NOTED", "NO EXCEPTIONS NOTED", or "RECORD COPY", no additional copies need be furnished unless requested by Owner at time of review.

4.03. Resubmittal of Drawings and Data. Contractor shall accept full responsibility for the completeness of each resubmittal. Contractor shall verify that all corrected data and additional information previously requested by Owner are provided on the resubmittal.

When corrected copies are resubmitted, Contractor shall in writing direct specific attention to all revisions and shall list separately any revisions made other than those called for by Owner on previous submissions.

Requirements specified for initial submittals shall also apply to resubmittals. Resubmittals shall bear the number of the first submittal followed by a letter (A, B, etc.) to indicate the sequence of the resubmittal.

Re-submittals shall be made within 30 days of the date of the letter returning the material to be modified or corrected, unless within 14 days Contractor submits an acceptable request for an extension of the stipulated time period, listing the reasons the resubmittal cannot be completed within that time.

Any need for more than one resubmission, or any other delay in obtaining Owner's review of submittals, will not entitle Contractor to extension of the Contract Times unless delay of the Work is directly caused by a change in the Work authorized by a Change Order or by failure of Owner to review any submittal within the submittal review period specified herein and to return the submittal to Contractor.

End of Section

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Section 01400

QUALITY CONTROL

1. TESTING SERVICES. All tests to determine compliance with the Contract Documents shall be performed by an independent commercial testing firm acceptable to Owner. The testing firm's laboratory shall be staffed with experienced technicians, properly equipped and fully qualified to perform the tests in accordance with the specified standards.

Testing services provided by Owner are for the sole benefit of Owner; however, test results shall be available to Contractor. Testing necessary to satisfy Contractor's internal quality control procedures shall be the sole responsibility of Contractor.

1.01. Testing Services Furnished by Contractor. Unless otherwise specified, Contractor shall provide all testing services in connection with the following:

- Concrete materials and mix designs.
- Asphaltic concrete materials and mix designs.
- Embedment, fill and backfill materials.
- All other tests and engineering data required for Owner's review of materials and equipment proposed to be used in the Work.

Contractor shall obtain Owner's acceptance of the testing firm before having services performed, and shall pay all costs for these testing services.

1.02. Testing Services Furnished by Owner. Unless otherwise specified, Owner shall provide for tests made on the following materials and equipment:

- Concrete.
- Asphaltic concrete.
- Moisture-density and relative density tests on embedment, fill, and backfill materials.
- In-place field density tests on embedments, fills, and backfill.
- Other materials and equipment at the discretion of Owner.

Testing, including sampling, will be performed by Owner or the testing firm's laboratory personnel, in the general manner indicated in the Specifications. Owner shall determine the exact time, location, and number of tests, including samples.

Arrangements for delivery of samples and test specimens to the testing firm's laboratory will be made by Owner. The testing firm's laboratory shall perform all laboratory tests within a reasonable time consistent with the specified standards and shall furnish a written report of each test.

Contractor shall furnish all sample materials and cooperate in the testing activities, including sampling. Contractor shall interrupt the Work when necessary to allow testing, including sampling, to be performed. Contractor shall have no claim for an increase in Contract Price or Contract Times due to such interruption. When testing activities,

including sampling, are performed in the field by Owner or the testing firm's laboratory personnel, Contractor shall furnish personnel and facilities to assist in the activities.

If testing shows workmanship and/or materials does not meet established requirements, the Contractor shall be responsible for all additional testing cost to ensure compliance.

1.03. Transmittal of Test Reports. Written reports of tests and engineering data furnished by Contractor for Owner's review of materials and equipment proposed to be used in the Work shall be submitted as specified for Shop Drawings.

End of Section

Section 01500

TEMPORARY FACILITIES

1. PRESENCE IN THE AREA. The Contractor understands and agrees that during the performance of the Contract, it shall maintain a presence within such proximity of the Work Site which will allow it to respond to an emergency at the Work Site within one hour of receiving notice of an emergency, including emergencies occurring during non-working hours. The Contractor shall provide a list of emergency phone numbers for such purposes. If the Contractor does not have such a presence, it may satisfy this requirement by sub-contracting with a sub-contractor that does have such a presence, provided that any such sub-contractor must be approved by the Owner, in its sole discretion, prior to the project pre-construction meeting.
2. WATER. Water in reasonable amounts required for and in connection with the Work to be performed will be furnished at existing fire hydrants by Owner without charge to Contractor. All water used in testing and disinfection of mains will be furnished by the Owner for the first test only. Contractor shall furnish necessary pipe, hose, nozzles, and tools and shall perform all necessary labor. Contractor shall make arrangements with Owner (who will fix the time, rate, and duration of each withdrawal from the distribution system) as to the amount of water required and the time when the water will be needed. Unnecessary waste of water will not be tolerated. Special hydrant wrenches shall be used for opening and closing fire hydrants. In no case shall pipe wrenches be used for this purpose.
3. POWER. Contractor shall provide all power for heating, lighting, operation of Contractor's plant or equipment, or for any other use by Contractor.
4. TELEPHONE SERVICE. Contractor shall make all necessary arrangements and pay all installation charges for telephone lines in its offices at the Site and shall provide all telephone instruments.
5. SANITARY FACILITIES. Contractor shall furnish temporary sanitary facilities at the Site, as provided herein, for the needs of all construction workers and others performing work or furnishing services on the Project.

Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.

6. MAINTENANCE OF TRAFFIC. Contractor shall conduct his work to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, Contractor shall provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when Contractor has obtained permission from the owner and tenant of

private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.

In making open cut street crossings, Contractor shall not block more than one-half of the street at a time. Whenever possible, Contractor shall widen the shoulder on the opposite side to facilitate traffic flow. Temporary surfacing shall be provided as necessary on shoulders.

The Contractor shall wherever necessary or as required by the Owner or the authority having jurisdiction provide, erect and maintain proper lights, signs, barricades, temporary guardrail, other traffic control devices, and furnish watchmen and flagmen as may be necessary to maintain safe traffic conditions in accordance with the Manual of Uniform Traffic Control Devices.

The Contractor shall be liable for and hold the Owner free and harmless from all damages occasioned in any way by its actions or neglect or those of its agents, employees, or workmen.

Work that requires the Contractor to shut down the road on weekends or at nights is considered an incidental to the project.

The Contractor at all times shall conduct the work in such manner as to cause as little interference as possible with private business or with private and public travel on the public highway. All damage (other than that resulting from normal wear and tear) to existing roads or pavements shall be repaired to withstand traffic in a safe condition.

Where the Contractor finds it necessary to remove excavated material to some other location, care should be taken not to overload trucks, which would in turn spill material out upon highways. Any such material spilled upon highways shall be immediately cleaned up from the location and properly disposed of per applicable regulation.

Where it is necessary and is agreeable with public and private property owners, excavated materials may be temporarily piled in the streets or roadways, however, one lane of traffic must be maintained at all times.

After excavated materials have been removed, all hard surface streets or roadways shall be thoroughly cleaned and left free of dirt, gravel and dust. Streets or roadways, which do not have hard surfaces, must be restored to their original condition at the expense of the Contractor. Streets and roadways shall be kept in a safe and passable condition at all times.

6.01. Temporary Bridges. Contractor shall construct substantial bridges at all points where it is necessary to maintain traffic across pipeline construction. Bridges in public streets, roads, and highways shall be acceptable to the authority having jurisdiction thereover. Bridges erected in private roads and driveways shall be adequate for the service to which they will be subjected. Bridges shall be provided with substantial guardrails and with suitably protected approaches. Footbridges shall be at least 4 feet wide, provided with handrails and uprights of dressed lumber. Bridges shall be maintained in place as long as the conditions of the Work require their use for safety of the public.

When necessary for the proper prosecution of the Work in the immediate vicinity of a bridge, the bridge may be relocated or temporarily removed for such period as Owner may permit.

6.02. Detours. Where required by the authority having jurisdiction thereover that traffic be maintained over any construction work in a public street, road, or highway, and the traffic cannot be maintained on the alignment of the original roadbed or pavement, Contractor shall, at its own expense, construct and maintain a detour around the construction work. Each detour shall include a bridge across the pipe trench and all necessary barricades, guardrails, approaches, lights, signals, signs, and other devices and precautions necessary for protection of the Work and safety of the public.

7. BARRICADES AND LIGHTS. All streets, roads, highways, and other public thoroughfares, which are closed to traffic, shall be protected by effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section.

All open trenches and other excavations shall have suitable barricades, signs, and lights to provide adequate protection to the public. Obstructions, such as material piles and equipment, shall be provided with similar warning signs and lights.

All barricades and obstructions shall be illuminated with warning lights from sunset to sunrise. Material storage and conduct of the Work on or alongside public streets and highways shall cause the minimum obstruction and inconvenience to the traveling public.

All barricades, signs, lights, and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway rights-of-way, as required by the authority having jurisdiction thereover.

8. TRAFFIC CONTROL. In addition to the requirements of the maintenance of traffic and barricades and lights paragraphs in this section, traffic control shall be as set forth herein.

During periods of inclement weather, rush-hour traffic, or during periods of unusually heavy traffic, the Owner may require the Contractor to cease operations in order to adequately handle the traffic. The Owner reserves the right to require the suspension or delay of certain operations, or the expediting of other operations, at no additional cost to the Owner, to provide a proper sequence of operations which will promote the satisfactory movement of traffic. The Owner may require additional barricades, lights, or flagmen at any time or at any place necessary for proper protection of traffic, but approval by the Owner of the Contractor's method of operation shall not relieve the Contractor of his responsibility to protect traffic.

The use and duration of using heavy steel plates to convey traffic across open excavations shall be kept to a minimum. Steel plates shall be secured in an appropriate manner to prevent them from moving. The purpose of this requirement is to minimize the sound to the residents, institutions, commercial establishments, etc. The Owner reserves the right, at no additional cost to the Owner, to require the Contractor to complete certain operations and street re-paving so steel plates are not required.

Contractor shall take extra precautions to provide and maintain emergency access on all streets and roads and to all residential, commercial, and other properties for police and fire departments and emergency medical service throughout the construction operations.

Contractor shall maintain the use of existing walks for pedestrians at all times. Additional requirements are specified in the temporary bridge subparagraph in this section.

9. TRAFFIC CONTROL PLAN. To obtain a permit to work within public rights-of-way, Contractor may be required to prepare and submit to the appropriate agencies, a traffic control plan in conformance with the requirements of the authority having jurisdiction thereover.

10. FENCES. All existing fences affected by the Work shall be maintained by Contractor until completion of the Work. Fences which interfere with construction operations shall not be relocated or dismantled until written permission is obtained from the owner of the fence, and the period the fence may be left relocated or dismantled has been agreed upon. A copy of all written permissions shall be submitted to Owner. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.

On completion of the Work across any tract of land, Contractor shall restore all fences to their original or to a better condition and to their original location.

11. PROTECTION OF PUBLIC AND PRIVATE PROPERTY, DAMAGE TO EXISTING PROPERTY. Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by his construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod, shrubs, trees in yards, parkways, and medians shall be restored to their original or better condition, whether within or outside the easement. Unless otherwise specified, all replacements shall be made with new materials.

Sodded and landscaped areas on improved property (yards) shall be disturbed only to the extent required to permit construction. Such areas shall not be used as storage sites for construction supplies and, insofar as practicable, shall be kept free from stockpiles or excavated materials.

No trees shall be removed outside the permanent easement, except where authorized by Owner. Hand excavation shall be employed as necessary to prevent injury to trees. Trees left standing shall be adequately protected against damage from construction operations.

Contractor shall be responsible for all damage to streets, curbs/gutters, roads, sidewalks, shoulders, ditches, embankments, culverts, bridges, traffic loops and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work or any part or site thereof, whether by him or his Subcontractors. Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property concerning its repair or replacement or payment of costs incurred in connection with the damage and shall furnish a written verification of all agreements.

Should the Contractor's operations damage any existing underground or aboveground utility, installation, structure, or other construction, Contractor shall immediately notify the authority owning or having jurisdiction over and control of the utility, installation, structure, or other construction, and make a report of such damage. A copy of the report shall be submitted to the Owner. The damaged item shall be repaired immediately by and at the expense of the Contractor unless otherwise specified or acceptable to the authority or owner having jurisdiction over, or to the Owner.

The utility, installation, structure, or other structures damaged by Contractor's operations shall be repaired, replaced, or otherwise restored in accordance with the local ordinances, standards, and requirements of the applicable authority or owner having jurisdiction thereover and shall be subject to acceptance by the Owner.

Special precaution shall be taken by the Contractor to avoid damage to existing overhead and underground utilities owned and operated by the Owner or other public or private utility companies.

With particular respect to existing underground utilities, all available information concerning their location has been shown on the drawings. While it is believed that the locations shown are reasonably correct, the Owner cannot guarantee the accuracy or adequacy of this information.

Before proceeding with the work, the Contractor shall confer with all public or private companies, agencies, property owners, or departments that own and operate utilities in the vicinity of the construction work. The purpose of this conference or conferences shall be to notify said companies, agencies or departments of the proposed construction schedule, verify the location of and possible interference with the existing utilities, fire protection systems, lawn irrigation systems, etc., that are shown on the plans, arrange for necessary suspensions of service, and make arrangements to locate and avoid interference with all other utilities (including house connections) that are not shown on the plans. The Owner has no objection to the Contractor arranging for said utility companies, agencies, or departments to locate and uncover their own utilities, however, insofar as the Owner is concerned, the Contractor shall bear entire responsibility for locating and avoiding or repairing damage to said existing utilities.

Where existing utilities or other underground structures are encountered, they shall not be displaced or molested unless necessary, and in such case they shall be replaced in as good or better condition than found as quickly as possible. All such utilities that are so damaged or molested shall be replaced at the Contractor's expense unless in the opinion of the Owner such damage was caused through no fault or action of the Contractor.

It is expected that the Contractor will be diligent in its efforts and use every possible means to locate existing utilities. Any claims for unavoidable damage based on improper or unknown locations will be thoroughly examined in the light of the Contractor's efforts to locate the said utilities or obstructions prior to beginning.

When construction is completed, the private property owner's facilities and grounds shall be restored to as good or better condition than found and as quickly as possible at the Contractor's expense.

All water mains and water service connections damaged by Contract's operations will be repaired by the Owner at the expense of the Contractor unless other arrangements are made. Customer irrigation piping damaged by Contractor's operations shall be repaired by and at the cost of the Contractor.

All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

12. TREE AND PLANT PROTECTION. Tree and plant protection is of prime importance. Except where otherwise authorized, indicated, or specified, no trees or plants shall be removed. Activities near trees that are to be protected shall be kept to a minimum. Tree protection shall also include trimming, when necessary, to prevent damage by construction equipment.

Trees and plants to be removed shall be removed in such a manner as to avoid injury to surrounding trees and plants. Contractor shall be responsible for disposal of all trees and plants removed or damaged.

13. HAUL ROUTES. Contractor shall obtain and pay for all necessary permits from the applicable authority having jurisdiction thereover to allow use of public streets to transport equipment and material to and from the Site. At such time the Contractor shall request the agency having jurisdiction to establish the haul routes. A copy of the permit and designated haul routes shall be provided to the Owner prior to commencement of Work in that area.

14. PARKING. Contractor shall provide and maintain suitable parking areas for the use of all construction workers and others performing work or furnishing services in connection with the Project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, Owner's operations, or construction activities.

Contractor shall clean up all parking areas used and return them to their original state.

The location of the Contractor's parking areas shall be acceptable to Owner, and the owner and tenant of private property or to the authority having jurisdiction over public property upon which the parking area will be located.

15. RESIDENTIAL PARKING. Contractor shall provide appropriate areas for residents to park their vehicles during the construction operations adjacent to their properties, if required. This shall include making the appropriate areas available to the residents by not storing construction materials or equipment in these areas and providing signs and other notification methods acceptable to the Owner for instructing the residents on the location of the temporary parking and its intended use.

Additional requirements for notifying property owners and tenants of available temporary parking are covered in the project requirements section.

16. ACCESS ROADS. Contractor shall establish and maintain temporary access roads to various parts of the Site as required to complete the Project. Such roads shall be available for the use of all others performing work or furnishing services in connection with the Project.

17. NOISE CONTROL. Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work.

During construction activities on or adjacent to occupied buildings, and when appropriate, Contractor shall erect screens or barriers effective in reducing noise in the building and shall conduct his operations to avoid unnecessary noise which might interfere with the activities of building occupants.

18. DUST CONTROL. Contractor shall take reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical dust suppressant. When practicable, dusty materials in piles or in transit shall be covered to prevent blowing dust.

Buildings or operating facilities, which may be affected adversely by dust, shall be adequately protected from dust. Existing or new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

19. STORM WATER EROSION AND PREVENTION. The following is to be used as a guideline in conjunction with the plans for temporary drainage provisions, erosion control and pollution control as required by a Sanitation District #1 Permit and Kentucky Pollution Discharge Elimination System (KPDES). Reference "Kentucky Best Management Practices for Controlling Erosion, Sediment, and Pollutant Runoff from Construction Sites" and the "Northern Kentucky Sanitation District No. 1 Storm Water Permitting Guide".

19.01. GRADING PERMIT, NOTICE of INTENT and NOTICE of TERMINATION. The owner will be responsible for acquiring a Grading Permit from Sanitation District #1 and filing a Notice of Intent/Notice of Termination with the KPDES. A Grading Permit is necessary when the square footage of the pervious and impervious areas are equal to or greater than one acre.

A. Projects less than one acre:

- Best Management Practices that are shown on the plans and specifications are a minimum. Contractors are responsible for providing the minimum, and, if necessary will provide additional BMP's to satisfy the situation and the regulating authority.

B. Projects greater than one acre:

- Best Management Practices that are shown on the plans and specifications are a minimum. Contractors are responsible for providing the minimum, and, if necessary will provide additional BMP's to satisfy the situation and the regulating authority.
- Sanitation District #1 must be contacted at least 72 hours prior to any construction activity. (Andy Amen @ 859-578-6880)

- Site stabilization shall begin within 14 days where construction activity has permanently ceased.
- Site stabilization shall begin within 21 days where construction activity has temporarily ceased.
- BMP'S shall be checked a minimum of every 7 days and within 24 hours after a 0.5" rainfall. Contractor shall keep a maintenance log book that records the date, weather event, reason for inspection and signature. The maintenance log book shall be turned over to the Owner at the end of the project.

19.02. TEMPORARY DRAINAGE PROVISIONS. Contractor shall provide for the drainage of storm water and such water as may be applied or discharged on the Site in performance of the Work. Drainage facilities shall be adequate to prevent damage to the Work, the Site, and adjacent property.

Existing drainage channels and conduits shall be cleaned, enlarged, or supplemented as necessary to carry all increased runoff attributable to Contractor's operations. Dikes shall be constructed as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect Owner's facilities and the Work, and to direct water to drainage channels or conduits. Ponding shall be provided as necessary to prevent downstream flooding.

19.03. EROSION CONTROL. Contractor shall prevent erosion of soil on the Site and adjacent property resulting from it's construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operation that will disturb the natural protection.

Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation shall be preserved to the greatest extent practicable. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

20. POLLUTION CONTROL. Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance will be permitted to enter sanitary sewers, and reasonable measures shall be taken to prevent such materials from entering any drain or watercourse.

21. CUSTOMER NOTIFICATION. The Contractor after approval by the Owner's representative shall notify all affected Owner customers a minimum of 48 hours prior to interrupting water service. Notification shall be made by the Contractor using the Northern Kentucky Water District "Interruption of Service Notice". All Owner customers shall be notified prior to having their water turned-off to have ample time to draw water for use until service is restored. Under no circumstance shall a customer of the Owner be without water service overnight. If water service or existing water system cannot be interrupt during normal daytime hours due to

water needs or high demands, the contractor may be required to conduct the work at night or on the weekend. This work is considered an incidental to the project.

It is the Contractor's responsibility to post "No Parking" signs twenty-four (24) hours in advance of starting work in designated parking zones. Said signs shall be removed upon completion of work. Signs shall not be left posted over weekends or holidays.

22. UNSAFE CONDITIONS. The Owner reserves the right to take whatever action necessary to correct an unsafe condition created by the Contractor at the Contractor's expense.

23. SECURITY. CONTRACTOR shall be responsible for protection of the Site, and all the Work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons.

No Claim shall be made against OWNER by reason of any act of an employee or trespasser, and CONTRACTOR shall make good all damage to OWNER's property resulting from CONTRACTOR's failure to provide security measures as specified. Security measures shall be at least equal to those usually provided by OWNER to protect OWNER's existing facilities during normal operation, but shall also include such additional security fencing, barricades, lighting, and other measures as required to protect the Site.

24. STREAM CROSSINGS. The following is reprint of the requirements and conditions for blue line stream crossings which shall be followed:

**SECTION 401 WATER QUALITY CERTIFICATION
CONDITIONS FOR NATIONWIDE PERMIT NO. 12
WITHIN THE COMMONWEALTH OF KENTUCKY**

General Certification -Nationwide Permit #12 - Utility Line Backfill and Bedding

This General Certification is issued March 19, 2007, in conformity with the requirements of Section 401 of the Clean Water Act of 1977, as amended (33USC 1314), as well as Kentucky Statute KRS 224.16-070.

The Commonwealth of Kentucky hereby certifies under Section 401 of the Clean Water Act (CWA) that it has reasonable assurances that applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 5, established pursuant to Sections 301, 302, 304, 306 and 307 of the CWA, will not be violated for the activity covered under 33 CFR Part 330 Appendix A(B) (12), namely utility line backfill and bedding provided that the following conditions are met:

1. This general Water Quality Certification is limited to the crossing of streams by utility lines. The length of a single utility crossing shall not exceed twice the width of the stream. This document does not authorize the installation of utility lines in a linear manner within the stream channel or below the top of the stream bank.

2. The provisions of 401 KAR 5:005 Section 8 are hereby incorporated into this General Water Quality Certification. Namely, "Sewer lines shall be located at least 50 feet away from a stream which appears as a blue line on a USGS 7 ½ minute topographic map except where the sewer alignment crosses the stream. The distance shall be measured from the top of the stream bank. The cabinet may allow construction within the 50' buffer if adequate methods are used to prevent soil from entering the stream.

Gravity sewer lines and force mains that cross streams shall be constructed by methods that maintain normal stream flow and allow for a dry excavation. Water pumped from the excavation shall be contained and allowed to settle prior to re-entering the stream. Excavation equipment and vehicles shall operate outside of the flowing portion of the stream. Spoil material from the sewer line excavation shall not be allowed to enter the flowing portion of the stream." The provisions of this condition shall apply to all types of utility line stream crossings.

3. Removal of riparian vegetation in the utility line right-of-way shall be limited to that necessary for equipment access. Effective erosion and sedimentation control measures must be employed at all times during the project to prevent degradation of waters of the Commonwealth. Site regarding and reseeding will be accomplished within 14 days after disturbance.
4. Utility line construction projects through jurisdictional wetlands shall not result in conversion of the area to non-wetland status.
5. This General Certification shall not apply to those waters of the Commonwealth identified as Outstanding Resource Waters, Exceptional Waters or Cold Water Aquatic Habitat Waters, as designated by the Division of Water. An individual Water Quality Certification will be required for projects in these waters.

Non-compliance with the conditions of this general certification or violation of Kentucky state water quality standards may result in civil penalties.

This General Certification is issued March 19, 2007, (expires 5 years from this date) in conformity with the requirements of Section 401 of the Clean Water Act of 1977, as amended (33USC 1314), as well as Kentucky Statute KRS 224.16-070.

For additional information contact: Kentucky Division of Water, Water Quality Branch, 14 Reilly Road, Frankfort, Ky 40601 Phone (502)564-3410 Fax (502)564-4245

NATIONWIDE PERMIT CONDITIONS

GENERAL CONDITIONS: The Following general conditions must be followed in order for any authorization by a NWP to be valid:

1. **Navigation.** No activity may cause more than a minimal adverse effect on navigation.

2. Proper maintenance. Any structure of fill authorized shall be properly maintained, including maintenance to ensure public safety.

3. Erosion and siltation controls. Appropriate erosion and siltation controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date.

4. Aquatic life movements. No activity may substantially disrupt the movement of those species of aquatic life indigenous to the water body, including those species which normally migrate through the area, unless the activity's primary purpose is to impound water.

5. Equipment. Heavy equipment working in wetlands must be placed on mats, or other measures must be taken to minimize soil disturbance.

6. Regional and case-by-case conditions. The activity must comply with any regional conditions which may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state or tribe in its section 401 water quality certification.

7. Wild and Scenic rivers. No activity may occur in a component of the National Wild and Scenic River System; or in a river officially designed by Congress as a "study river" for possible inclusion in the system, while the river is in an official study status; unless the appropriate Federal agency, with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely effect the Wild and Scenic River designation, or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service.)

8. Tribal rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

9. Water quality certification. In certain states, an individual Section 401 water quality certification must be obtained or waived (see CFR 330.4(c)).

10. Endangered Species.

a. No activity is authorized under any NWP which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act, or which is likely to destroy or adversely modify the critical habitat of such species. Non-federal permittees shall notify the District Engineer if any listed species or critical habitat might be affected or is in the vicinity of the project, and shall not begin work on the activity until notified by the District Engineer that the requirements of the Endangered Species Act have been satisfied and that the activity is authorized.

b. Authorization of an activity by a nationwide permit does not authorize the take of a threatened or endangered species as defined under the Federal Endangered Species

Act. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with incidental take provisions, etc.) from the U.S. Fish and Wildlife Service or the National Marine Fisheries Service, both lethal and non-lethal takes of protected species are in violation of the Endangered Species Act. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. Fish and Wildlife Service and National Marine Fisheries Service or their world web pages at <http://www.fws.gov/~r9endspp/html> and http://kingfish.spp.mnfs.gov/tmccintyr/prot_res.html#ES and Recovery, respectively.

11. Historic properties. No activity which may affect historic properties listed, or eligible for listing, in the National Register of Historic Places is authorized, until the DE has complied with the provisions of 33 CFR Part 325, Appendix C. The prospective permittee must notify the District Engineer if the authorized activity may affect historic properties listed, determined to be eligible, or which the prospective permittee has reason to believe may be eligible for listing on the National Register of Historic Places, and shall not begin the activity until notified by the District Engineer that the requirements of the National Historic Preservation Act have been satisfied and that the activity is authorized. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office and the National Register of Historic Places (see 33 CFR 330.4(g)).

12. Compliance certification. Every permittee who has received a Nationwide permit verification from the Corps will submit a signed certification regarding the completed work and any required mitigation. The certification will be forwarded by the Corps with the authorization letter and will include: a.) A statement that the authorized work was done in accordance with the Corps authorization, including any general or specific conditions; b.) A statement that any required mitigation was completed in accordance with the permit conditions; c.) The signature of the permittee certifying the completion of the work and mitigation.

13. Multiple use of Nationwide permits. In any case where any NWP number 12 through 40 is combined with any other NWP number 12 through 40, as part of a single and complete project, the permittee must notify the District Engineer in accordance with paragraphs a, b, and c on the Notification General Condition number 13. Any NWP number 1 through 11 may be combined with any other NWP without notification to the Corps, unless notification is otherwise required by the terms of the NWPs. As provided at 33 CFR 330.6 © two or more different NWPs can be combined to authorize a single and complete project. However, the same NWP cannot be used more than once for a single and complete project.

SECTION 404 ONLY CONDITIONS:

In addition to the General Conditions, the following conditions apply only to activities that involve the discharge of dredged or fill material into waters of the U.S., and must be followed in order for authorization by the NWPs to be valid:

1. Water supply intakes. No discharge of dredged or fill material may occur in the proximity of a public water supply intake except where the discharge is for repair of the public water supply intake structures or adjacent bank stabilization.

2. Shellfish production. No discharge or dredged or fill material may occur in areas of concentrated shellfish production shellfish production, unless the discharge is directly related to a shellfish harvesting activity authorized by NWP 4.

3. Suitable material. No discharge of dredged or fill material may consist of unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.,) and material discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

4. Mitigation. Discharges of dredged or fill material into waters of the United States must be minimized or avoided to the maximum extent practicable at the project site (i.e., on-site), unless the District Engineer approves a compensation plan that the District Engineer determines is more beneficial to the environment than on-site minimization or avoidance measures.

5. Spawning areas. Discharge in spawning areas during spawning seasons must be avoided to the maximum extent practicable.

6. Obstruction of high flows. To the maximum extent practicable, discharges must not permanently restrict or impede the passage of normal or expected high flows or cause the relocation of the water (unless the primary purpose of the fill is to Impound waters).

7. Adverse effects from impoundments. If the discharge creates an impoundment of water, adverse effects on the aquatic system caused by the accelerated passage of water and /or the restriction of its flow shall be minimized to the maximum extent practicable.

8. Waterfowl breeding areas. Discharges into breeding areas for migratory waterfowl must be avoided to the maximum extent practicable.

9. Removal of temporary fills. Any temporary fills must be removed in their entirety and the affected areas returned to their preexisting elevation.

TERMS FOR NATIONWIDE PERMIT NO. 12

Utility Line Discharges. Discharges of dredged or fill material associated with excavation, backfill or bedding for utility lines, including outfall and intake structures, provided there is no change in pre-construction contours. A "utility line" is defined as any pipe or pipeline for the transportation of any gaseous, liquid, liquefiable, or slurry substance, for any purpose, and any cable, line, or wire for the transmission for any purpose of electrical energy, telephone and telegraph messages, and rapid and television communication. The term "utility line" does not include activities which drain water of the United States, such as drainage tile, however, it does apply to pipes conveying drainage from another area. This NWP authorizes mechanized landclearing necessary for the installation of utility lines, including overhead utility lines, provided the cleared area is kept to the minimum necessary and pre-construction contours are maintained. However, access roads, temporary or permanent, or foundations associated with overhead utility lines are not authorized by this

NWP. Material resulting from trench excavation may be temporarily sidecast (up to three months) into waters of the United States, provided that the material is not placed in such a manner that it is dispersed by currents or other forces. The DE may extend the period of temporary side-casting not to exceed a total of 180 days, where appropriate. The area of waters of the United States that is disturbed must be limited to the minimum necessary to construct the utility line. In wetlands, the top 6" to 12" of the trench should generally be backfilled with topsoil from the trench. Excess material must be removed to upland areas immediately upon completion of construction. Any exposed slopes and stream banks must be stabilized immediately upon completion of the utility line. (See 33 CFR Part 322).

Notification: The permittee must notify the district engineer in accordance with the "Notification" general condition, if any of the following criteria are met:

- a. Mechanized land clearing in a forested wetland;
- b. A Section 10 permit is required for the utility line;
- c. The utility line in waters of the United States exceeds 500 feet; or,
- d. The utility line is placed within a jurisdictional area (i.e., a water of the United States), and it runs parallel to a streambed that is within that jurisdictional area. (Sections 10 and 404)

End of Section

TECHNICAL PROVISIONS

1. **WATER LINES**

A. **General**

The Contractor shall furnish all labor, materials, and equipment to install the water lines and appurtenances as shown on the plans and specifications.

The Contractor shall be responsible for videotaping the entire project prior to the start of construction. The video shall show driveway crossings, drainage ditches, problem areas, lay of the land, etc. One copy shall be forwarded to the District. Pictures of specific areas are recommended.

All private residents shall be notified no less than 48 hours and all businesses, industrial and commercial customers shall be notified no less than 1 week prior to the interruption of service. All shutdowns shall be coordinated with the effected residents, with priority given to any special needs customers such as hospitals, schools, and customers with special medical needs

The water lines shall be Class 50 or 52 Ductile Iron Pipe, C900 or C909 P.V.C. Pipe as specified on the Bid Sheet.

The District will secure right-of-way permits for this project.

Unless otherwise specified all pipe fittings, valves, fire hydrants and accessories shall be rated for a minimum of 250 psi working pressure and material as specified herein or shown on the proposal. The pipe and accessories shall be new and unused. The interior of the pipe shall be thoroughly cleaned of foreign matter before being lowered into the trench and shall be kept clean during laying operations by plugging. The full length of each section of pipe shall rest upon the pipe bed with recessed excavation to accommodate bells and joints. Any pipe that has the grade or joint disturbed after laying, shall be taken up and re-laid.

Trench backfill shall be rough graded with ditch lines established and maintained within 500 feet for rural areas and 250 feet for urban areas for actual installation of main unless otherwise directed by the District. Individual roadways shall be completed (final grade established, preparation of the seed bed, and all concrete and asphalt restoration completed) prior to the start of additional roadways unless otherwise approved by the District. Temporary roadway and driveway access shall be maintained during construction.

Pipe shall not be laid in water or when trench or weather conditions are unsuitable for the work, except by permission from the District. When work is not in progress, open ends of pipe and fittings shall be plugged with a watertight plug. Any section of pipe found to be

defective before and after laying shall be replaced with sound pipe without additional expense to the District. Fittings at bends in the pipe shall be firmly wedged with concrete block as indicated on the plans against the vertical face of the trench to prevent the fittings from being blown off the lines when under pressure.

SEWER MAIN SEPARATION. A 10' minimum lateral separation between water mains and sewers (defined as any sanitary/combined sewer, septic tank or subsoil treatment system) and sewer manholes, measured from the outside diameter to outside diameter, must be maintained. When a 10' separation is not practical then a variance may be obtained from DOW to maintain an 18" vertical and 18" lateral separation. No variances will be permitted for force mains.

SEWER MAIN CROSSING. Waterlines crossing under or over sewers lines (defined as any sanitary/combined sewer, septic tank or subsoil treatment system) must maintain a minimum vertical clearance of 18" and one full length of pipe shall be located so both joints are as far from the sewer as possible. Special Structural support for the water and sewer pipes may be required.

SEWER LATERALS. Sewer laterals (sewer lines that run between the sewer main and the house or other structure) are owned and maintained by the property owner. Since the sewer lateral is privately owned, locating these lines is very difficult. The Contractor is responsible for locating sewer laterals and shall use care when working near them. The Contractor shall be responsible for any and all damage to a sewer lateral in the area of their work. In the event of a sewer lateral is damaged, the contractor shall immediately notify Sanitation District #1 and follow all of their procedures for repair and inspection of the repair.

ORGANIC CONTAMINATION. Mains installed within 200 feet of petroleum tanks and other areas of organic contamination must be ductile iron pipe.

B. **Hauling and Storage**

The Contractor shall notify the District when pipe will be received on the job so that proper arrangements may be made for inspecting the unloading and stringing, as well as inspecting and examining the pipe materials.

The Contractor shall be required to deliver all equipment and other materials and place same as and where required for installation. Care must be exercised in the handling of all materials and equipment. The Contractor will be held responsible for all breakage or damage to same caused by his workman, agents, or appliances for handling and moving. Pipes and other castings shall in no case be thrown or dropped from cars, trucks, or wagons to the ground, but same shall be lowered gently and not allowed to roll against or strike other castings and unyielding objects violently. Pipe and other castings may be unloaded, yarded, and distributed at places that will not interfere with other building operations as the Contractor may elect.

Valves, castings, and other materials shall be yarded or housed in same convenient location by the Contractor. The cost of all hauling, handling, and storage shall be

included in the bid prices for this project. The District takes no risk or responsibility for fire, flood, theft, or damage until after final acceptance of work.

2. **WATER MAIN PIPE**

A. **DUCTILE IRON PIPE**. Ductile iron pipe shall meet the requirements of ANSI A21.51 (AWWA C151)

1. **Material**. The chemical constituents shall meet the physical property recommendations of ASTM A536 to ensure that the iron is suitable for satisfactory drilling and cutting.
2. **Minimum Thickness**. Unless otherwise shown on the plans, the minimum thickness of the barrel of the pipe shall be Class 50. All pipe shall be clearly marked as to class by the manufacturer.
3. **Coating and Lining**. The pipe shall be coated outside with a bituminous coating in accordance with ANSI A 21.51 (AWWA C151) and lined inside with cement mortar and seal coated in accordance with ANSI A21.4 (AWWA- C104).
4. **Fittings & Glands**. Fittings and glands shall be ductile iron as specified in Section 3A, "Ductile Iron Fittings".
5. **Polyethylene Encasement**. Ductile Iron Pipe shall be encased with Polyethylene film conforming to ANSI A21.5 (AWWA C105)
6. **Tracing Wire** - All pipe shall be installed with a 12 gauge solid copper (P.V.C coated) tracing wire taped to the top of the pipe every 5'. **Maximum** tracing wire length shall be 500' without terminating in a curb stop box. Water main installations that stop short of the permanent fire hydrant tee, the tracing wire shall be terminated in a curb stop box. Splices in the tracing wire shall be kept to minimum and approved by the District. If splices are required, they shall be made with copper split bolt (Ilsco #IK-8 or approved equal) and taped with electrical tape. Should the new pipe be fitted to an existing pipe without a tracing wire, the tracing wire shall be terminated in a curb stop box at the point where the transition is made. Curb stop boxes shall not be located in pavement.

B. **POLYVINYL CHLORIDE PIPE** (P.V.C.). P.V.C. Pipe shall meet the requirements of AWWA C900 and as specified in Bid Items.

1. **Material**. P.V.C. pipe shall be made from class 12454-A or class 1245-B virgin compounds as defined in ASTM D1784. All compounds shall qualify for a rating of 4000 psi for water at 73.4 degree F. per the requirements of PPI TR3.
2. **Minimum Pressure Class**. Unless otherwise shown, the minimum pressure class of 150 psi, D.R. 18 shall be used. All pipe shall be clearly marked as to class by the manufacturer.

3. Beveled Spigot. Beveled spigot ends must have a minimum bevel of 8 degrees to a maximum bevel of 15 degrees. The vertical face of the spigot end may not exceed 75% of pipe wall thickness and the horizontal length of the bevel shall not exceed 1.25 inches. Field beveled spigot end shall be made per manufacturers recommendation and as approved by the District. The degree of bevel shall be approved for the type of pipe being installed.
4. P.V.C. Tracing Wire - All P.V.C. pipe shall be installed with a 12 gauge solid copper (P.V.C coated) tracing wire taped to the top of the pipe every 5'. Maximum tracing wire length shall be 500' without terminating in a curb stop box. Water main installations that stop short of the permanent fire hydrant tee, the tracing wire shall be terminated in a curb stop box. Splices in the tracing wire shall be kept to minimum and approved by the District. If splices are required, they shall be made with copper split bolt (Ilsco #IK-8 or approved equal) and taped with electrical tape. Should the type of pipe change to D.I.P., the tracing wire shall be terminated in a curb stop box at the point where the transition is made. Curb stop boxes shall not be located in pavement.
5. Transition between D.I.P. and P.V.C. pipe shall be made with some type of ductile iron fitting.
6. P.V.C. Pipe Shipping, Handling & Storage - The front end of all pipe delivered by truck shall be covered for protection against exhaust fumes. P.V.C. pipe shall be protected from exposure to sunlight according to manufacturer's recommendations. Pipe will not be accepted for installation if discoloration is evident due to sunlight or other exposure. Pipe shall be stored in such a manner to prevent beaming the pipe.
7. Fittings & Glands - Fittings and glands shall be ductile iron as specified in Section 3A, "Ductile Iron Fittings". Ductile Iron Fittings shall be encased with Polyethylene film conforming to ANSI A21.5 (AWWA C105)

C. PIPE JOINTS

1. Push on and Mechanical. - Push-on and mechanical joints including accessories shall conform to ANSI A21.11 (AWWA-C111). Bolts shall be high strength COR-10 tee head with hex nuts. The maximum deflection at push-on joints and/or mechanical joints shall be 5 degrees or as recommended by the Manufacturer.
2. Flanged. - Flanged joints shall meet the requirements of ANSI A21.15 (AWWA C115) or ANSI B16.1
 - a. Gaskets. All flanged joints shall be furnished with 1/16 inch thick full face red rubber.
 - b. Bolts. Bolts shall have American Standard heavy unfinished hexagonal head and nut dimensions all a specified in ANSI B18.2. For bolts of 1-3/4 inches in diameter and larger, bolt studs with a nut on each end are recommended. Material for bolts and nuts shall conform to ASTM A307, Grade B.

3. Internal Restrained. - If an internal restrained joint system is required on the plans, all pipes, bends, tees, etc. shall be restrained push-on joint pipe and fittings utilizing ductile iron components. Restrained joint pipe shall be ductile iron manufactured in accordance with the requirements of ANSI/AWWA C151/A21.51. Push-on joints for pipe shall be in accordance with ANSI/AWWA C111/A21.11 "Rubber-Gasket Joints for Ductile-Iron Pipe and Fittings." Pipe thickness shall be designed in accordance with ANSI/AWWA C150/A21.50 "Thickness Design of Ductile-Iron Pressure Pipe," and shall be based on laying conditions and internal pressures as stated in the project plans and specifications. All restrained joint pipe and fittings shall be boltless, flexible and capable of deflection after installation. Restrained joint pipe and fittings shall be U.S. Pipe's TR FLEX restrained joint system, American's Flex-Ring or pre-approved equal. Restraint of field cut pipe shall be provided with U.S. Pipe's TR FLEX GRIPPER® Ring, TR FLEX Pipe field weldments or pre-approved equal. Method of restraining and laying schedule shall be approved by the District prior to the start of the project. Manufacturer installation instructions shall be followed. Restrained joints shall be capable of withstanding a maximum joint pressure of 250 psi. unless otherwise noted. **Mechanical joints with retainer gland and Field Lok® gaskets are not acceptable unless otherwise specified (note: exception for valves).**
4. Restrained - If a restrained joint system is required on the plans, all pipes, bends, tees, etc. shall be restrained with an approved system.
- A. The Field Lok®, Field Lok 350®, Fast-Grip®, or approved equal pipe gaskets shall develop a wedging action between pairs of high-strength stainless steel elements spaced around the gasket and shall meet the material requirements of ANSI/AWWA C111/A21.11. Restrained joints shall be capable of withstanding a maximum joint pressure of 250 psi. unless otherwise noted.
- B. The Megalug Series 1100®, MJ Field Lok® or approved equal restraint devices shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10. Gland body, wedges and wedge actuating components shall be cast from 65-45-12 ductile iron. The restraining system shall be rated in accordance with the performance requirements of ANSI/AWWA C111/A21.11 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings. Restrained joints shall be capable of withstanding a maximum joint pressure of 250 psi. unless otherwise noted.
- a. Bell and Spigot Bell and spigot joints shall conform to current AWWA Standards.
5. Bonded Joints – Ductile Iron Joints and pipe fittings joints shall have approved type bonded joints. All joints shall be electrically bonded to provide electrical continuity across all joints of pipe: all fittings and specials, except where "insulated" flange joints are required or ordered.
- a. On pipe sizes up to and including 16-inch in diameter, one (1) "set" of bonding connectors shall be installed at the top of each pipe/fitting. On pipe sizes 24-inch and larger, two (2) "sets" of bonding connectors shall be installed, one (1) set each at twelve (12) inches clockwise and counterclockwise from the top of each pipe/fitting joint.

2. FITTINGS

A. DUCTILE IRON FITTINGS. Ductile Iron Compact Fittings and accessories shall conform to AWWA C153 and Full Body Fittings - and accessories to AWWA C110. Bolts and nuts shall be high strength, corrosion resistant alloy, such as "Cor-Ten" or approved equal.

1. Working Pressures. All fittings and accessories shall be Ductile Iron, rated for a minimum of 250 psi working pressure or as specified herein. The fittings and accessories shall be new and unused. (NOTE: Certain areas of the District's service area require materials used, to be of a higher working pressure than 200 psi.)
2. Coating and Lining. The fittings shall be coated outside with a bituminous coating in accordance with ANSI A21.10 (AWWA C110) and lined inside with cement mortar and seal coated in accordance with ANSI A21.4 (AWWA C104).
3. Fittings and Glands. All pipe fittings shall be mechanical joint fittings unless specified elsewhere. Mechanical joints shall conform to AWWA C111.
4. Polyethylene Encasement. Ductile Iron Fittings shall be encased with polyethylene film conforming to ANSI A21.5 (AWWA C105)

B. JOINTS

1. Mechanical. Mechanical joints including accessories shall conform to ANSI A21.11 (AWWA C111). Glands shall be ductile iron. Bolts shall be high strength COR-10 tee head with hex nuts.

3. POLYETHYLENE WRAP

All ductile iron pipe, fittings, valves, and fire hydrant leads shall be polyethylene wrapped, installed according to the current edition of AWWA C105. Ductile iron fittings, valves, and fire hydrant leads used in the installation of P.V.C. pipe shall be included.

- A. Material. Polyethylene wrap shall be 8-mil thickness low-density film or 4-mil thickness high-density cross-laminated polyethylene tube per AWWA C105.
- B. Color: Polyethylene wrap shall be blue in color
- C. Installation. The contractor shall cut the roll in tubes 2 feet longer than a standard length of pipe. Each tube shall be slipped over the length of pipe, centering to allow a one foot overlap on each adjacent pipe section. After the lap is made, slack in the tubing shall be taken up for a snug fit and the overlay shall be secured with polyethylene tape.

Pipe shall not be wrapped and stored on site for any period of time, but wrapped and immediately placed in the trench, fittings shall be wrapped prior to installing blocking or pads. (see Standard Drawing #104) Polyvinyl chloride pipe requires no wrap. Odd shaped appurtenances such as valves, tees, fittings, and other ferrous metal pipeline appurtenances shall be wrapped by using a flat sheet of polyethylene. Wrapping shall be

done by placing the sheet under the appliances and bringing the edges together, folding twice, and taping down.

4. **FIRE HYDRANTS**

- A. **DESCRIPTION**. The Contractor shall provide all labor, materials, tools, and equipment required to furnish and install in good workmanlike manner all fire hydrants complete and ready for service where shown on the plans or where directed by the District and as specified herein.
- B. **FIRE HYDRANTS**. Fire hydrants shall conform to AWWA C502. Hydrants shall conform to the standards of the Northern Kentucky Water District and as shown on the plans. All fire hydrants shall have auxiliary valves for isolating water flow to the hydrant. All fire hydrants and auxiliary valves shall be positively locked to the water main by restrained joints, hydrant adapters, or other approved method.

Hydrants shall be designed to 200 psi working pressure and shall be shop tested to 300 psi hydrostatic pressure with the main valve both open and closed. The barrel shall have a breakable safety section and/or base bolts just above the ground line. Hydrants shall have a main valve opening of 5 1/4 inches, a 6 inch mechanical joint inlet to be suitable for setting in a trench 3' 6" deep minimum, and shall be the traffic style hydrant so that the main valve remains closed when the barrel is broken off. Hydrants shall have a dry top and shall be self draining, when the main valve is closed. Self draining hydrants shall drain to dry wells provided exclusively for that purpose. Hydrant drains shall not be connected to storm or sanitary sewers. Hydrants located generally in the Covington System and other areas determined by the District (flood zones) shall have all drain holes plugged prior to installation. Hydrants shall be rotatable in a minimum of eight (8) position in 360 degrees. All hydrants shall have two (2)- two and one half (2 1/2) inch hose nozzles and one (1) steamer or pumper connection threaded to conform to Northern Kentucky Water District Standards: steamer nozzle shall be National Standard Thread and 2 1/2" outlets shall be Northern Kentucky Water District Standard Thread (Old Cincinnati Thread). The operating nut and the nuts of the nozzle caps shall be square in shape, measuring one (1) inch from side to side. Hydrant body shall be painted yellow for areas designed for 150 psi working pressure and red for areas in excess of 150 psi.

All hydrants shall be right hand open, clockwise, except in certain areas of Campbell Co. as specified in Standard Drawings and shall have a direction arrow of operation cast into the dome of the hydrant. Installation per Standard Drawing #109.

- C. **INSTALLATION**. The installation of fire hydrants shall be in conformance with "Mains Installation" section, paragraph "Setting Hydrants".
- D. **Polyethylene Encasement** Fire hydrant tee, anchoring pipe and part of the fire hydrant shoe shall be encased with Polyethylene film conforming to ANSI A21.5 (AWWA C105). (See Standard Drawing #109)

5. **VALVES**

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- A. DESCRIPTION. The Contractor shall provide all labor, materials, tools, and equipment required to furnish and install in good workmanlike manner all valves and accessories complete and ready for service where shown on the plans or where directed by the District and as specified herein. Water Valves will be installed with separation of no greater than 1000 feet in urban residential areas; 500 feet in commercial areas; 1 mile in rural areas with few residents.
- B. GATE VALVES. Gate valves shall conform to AWWA C509 or C515 and shall be ductile body, resilient wedge, non-rising stem with rubber "O" ring packing seals. All external dome and packing bolts shall be stainless steel. The valves shall open by turning counterclockwise. All valves shall have openings through the body of the same circular area as that of the pipe to which they are attached. Valves shall have mechanical joint ends unless otherwise shown on the plans or directed by the District. All valves shall be designed for a working pressure of 250 pounds per square inch (PSI) unless otherwise noted on the plans or in the "Supplemental Specifications". An extension stem shall be furnished if required, to bring the operating nut within 3-1/2 feet of finished grade. Extension stems shall be securely fastened to the valve stem. The Contractor shall make all valves tight under their working pressures after they have been placed and before the main is placed in operation.
- C. TAPPING SLEEVES AND VALVES. Tapping sleeves and valves shall be designed for a working pressure of 250 psi. The tapping sleeve together with the tapping valve shall be tested at 250 psi for visible leakage and pressure drop before the main is tapped. Tapping sleeve and valve used in high pressure areas shall be tested at 350 psi.
1. Tapping Sleeves Tapping sleeves shall be two piece with mechanical joint type ends, and be so designed as to assure uniform gasket pressure and permit centering of the sleeve on the pipe.
 2. Tapping Valves Tapping valves shall have a flange on one end for bolting to the tapping sleeve and a mechanical joint type end connection on the outlet with slotted standard flange or other adapters for connection to the tapping machine. All external dome, flange and packing bolts shall be stainless steel. The valves shall open by turning counterclockwise. Tapping valves shall conform to AWWA C509.
- D. VALVE BOXES All valves shall be provided with valve boxes. Valve boxes shall be of standard, adjustable, heavy duty cast iron extension type, two piece, 5 1/4 inch shaft, screw type, and of such length as necessary to extend from valve to finished grade, Tyler #562-S, Tyler #564-S or approved equal. Valve box cover shall be stamped "Water". Tops shall be set at final established grade.
- E. BUTTERFLY VALVES. Unless otherwise specified valves 16 inches and larger shall be butterfly valves rated at 250 psi working pressure and conform to the applicable portions of AWWA Standard C504, latest edition.
1. Body - The valves shall be AWWA Class 250B designed for tight shut-off against a differential pressure of 250 psi. Valve bodies shall be constructed of ductile iron. Two

trunnions for shaft bearing shall be integral with the valve body. The valves and appurtenances shall be suitable for buried service.

2. Ends - Valves shall have mechanical joint ends and shall be furnished with high strength COR-10 tee head with hex nuts, ductile iron glands, and rubber gaskets for each mechanical joint end.
3. Discs - Valve discs of cast steel, fabricated steel, or cast bronze are not acceptable.
4. Seats - Seats bonded on the discs are not acceptable.
5. Shaft Seals - If stuffing boxes are utilized for shaft seals they shall be constructed of cast iron, ASTM A126. Gland assemblies shall be of cast bronze, ASTM B132. The packing gland shall be housed in a solid walled cast iron, ASTM A48, Class 40 one piece structure or equal.
6. Operators - The valve operating mechanism shall be for counterclockwise opening. There shall be no external moving parts on valve or operator except the operator input shaft. Input shaft is to be operated by a 2 inch square operating nut. Maximum required input force on the operator shaft to open and close the valve shall be 40 pounds. The total number of turns applied to the operating nut required to completely open the valve from a completely closed position shall not be less than twice the normal valve diameter. An extension stem shall be furnished to bring the operating nut within 3 1/2 feet of the finished grade. Extension stems shall be securely fastened to the valve stem.

F. AIR RELEASE AND VACUUM VALVES. Air release valves shall be constructed at high points in the water line as indicated on the plans. These valves shall permit the air in the pipeline to escape as the pipeline fills and allows the air to re-enter as the line empties. The air relief vent of automatic air release valves, where practical, may be extended to a distance of at least 1 foot above the grade and installed with a screened, downward facing elbow. Manually operated air release valves shall include a camlock-type coupling and waste valve. These valves shall be APCO Air Release Valves Model #200-A or approved equal, 250 psi working pressure. 8" and smaller water mains, tap size and piping shall be 3/4", 12" water main - 1", & 16" and larger water main - 2". Temporary taps of suitable size may be required at certain points on the water main for the release of air for filling and/or flushing purposes. Temporary taps will be removed and plugged after use. Refer to Standard Drawing #106 for reference. Materials for air release valves will be supplied by the District.

6. STEEL CASING PIPE

Casing pipe shall be steel pipe with a minimum yield strength of 35,000 psi with a minimum wall thickness as listed below:

Nominal Diameter Casing Pipe	Normal Wall Thickness	Nominal Diameter Casing Pipe	Normal Wall Thickness
Under 14"	0.251"	26"	0.438"
14" & 16"	0.282"	28" & 30"	0.469"

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18"	0.313"	32"	0.501"
20"	0.344"	34" & 36"	0.532"
22"	0.375"	38", 40", & 42"	0.563"
24"	0.407"	48"	0.626"

The inside diameter of the casing pipe shall be at least four (4) inches greater than the outside diameter of the carrier pipe joints. Steel casing sections shall be connected by welding, conforming to AWWA C206.

Adequate manufactured pipe spacers shall be installed to ensure that the carrier pipe is adequately supported in the center of the casing pipe throughout it's length, particularly at the ends. There shall not be any metallic contact between the casing and carrier pipe. Manufactured pipe spacers shall be installed per manufacture's installation requirements. Casings shall have both ends sealed up in such a way as to prevent the entrance of foreign material. See Standard Drawing #114 for installation details.

7. PIPE, VALVE, HYDRANT PRESSURE REGULATOR PIT AND METER SETTING INSTALLATION

- A. Pipe Laying. Pipe shall be laid with bell ends facing in the direction of laying, unless otherwise directed by the District. After placing a length of pipe in the trench the spigot end shall be centered in the bell and the pipe forced home. All pipe shall be laid with ends abutting and true to line and grade. Deflection of pipe joints in excess of the manufacturer's recommendations will not be permitted. A watertight pipe plug or bulkhead shall be provided and used to prevent the entrance of foreign material whenever pipe laying operations are not in progress.
- B. Pipe Cutting. The cutting of pipe for installing valves, fittings, or hydrants shall be done in a neat and workmanlike manner without damage to the pipe or lining. The end shall be smooth and at right angles to the axis of the pipe. Flame cutting of metal pipe by means of an oxyacetylene torch shall not be permitted. All pipe cutting shall be at the Contractor's expense.
- C. Push-On Joints. The surfaces with which the rubber gasket comes in contact shall be thoroughly cleaned just prior to assembly. The gasket shall then be inserted into the groove in the bell. Before starting joint assembly, a liberal coating of special lubricant shall be applied to the spigot end. (Special lubricant shall be suitable for use in potable water) With the spigot end centered in the bell, the spigot end is pushed home. Insertion of spigot into PCV type pipe bell should be inserted until the reference mark is flush with the end of the bell. Over insertion of the pipe is not recommended per the manufacturer.
- D. Mechanical Joints. Mechanical joints for pipe require that the spigot be centrally located in the bell. The surfaces with which the rubber gasket comes in contact shall be thoroughly cleaned just prior to assembly. The clean surfaces shall be brushed with a special lubricant just prior to slipping the gasket over the spigot end and into the bell. (Special lubricant shall be suitable for use in potable water) The lubricant shall also be brushed over the gasket prior to installation to remove the loose dirt and lubricate the gasket as it is forced into its retaining space. P.V.C. pipe spigot ends shall be field cut smooth and at right angles to the

axis of the pipe for installation in mechanical joint fittings.

1. Bolt Torque The normal range of bolt torque to be applied to standard cast iron bolts in a joint are:

<u>Size</u>	<u>Range of Torque in foot-pounds</u>
5/8"	40 - 60
3/4"	60 - 90
1"	70 - 100
1-1/4"	90 - 120

- E. Setting Valves. Valves shall be set on a firm solid concrete block foundation so that no load will be transferred to the connecting pipe. Valves in water mains shall, where possible, be located on the street property lines extended, unless otherwise shown on the plans. A valve box shall be provided for every valve. The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the operating nut of the valve. The box cover shall be set flush with the surface of the finished pavement unless otherwise shown. All valves boxes with the exception of isolating valves for fire hydrants that are located in non-paved areas shall have a minimum of 2' by 2' by 4" concrete pad as shown in Standard Drawing No. 105, unless a smaller pad is approved by the District.
- F. Setting Hydrants. Hydrants shall be located as shown on the plans or as directed by the District. The location shall provide complete accessibility and minimize the possibility of damage from vehicles or injury to pedestrians. All hydrants shall stand plumb with the pumper nozzle facing the curb. Hydrant shall be set to the established grade, with the traffic flange within 4" above final grade in accordance to Standard Drawing No. 109. Each hydrant shall be controlled by an independent gate valve with valve box. All valves used for hydrant control shall be anchored to the branch tee.
- G. Thrust Blocking. All bends over five (5) degrees, plugs, caps, and tees shall be securely blocked against movement with concrete thrust blocks placed against undisturbed earth in accordance with Standard Drawing No. 104. All thrust blocks shall be inspected and approved by the District prior to backfilling. Water mains shall have concrete thrust block at all pipe intersections and changes of direction to resist forces acting on the pipeline. All concrete thrust blocks shall be poured in such a manner that the bolts can be replaced without disturbing the blocking.

All caps or plugs used in mains to undergo hydrostatic test shall be properly installed and blocked in advance of testing mains. All caps or plug installations shall be approved by the District representative before the main is subjected to the pressure test.

1. Concrete Blocking. Concrete blocking shall be K.D.O.T. Class A concrete as specified in Section "Concrete". Blocking shall be placed between undisturbed ground and the fitting to be anchored. The area of bearing on the fitting and on the ground in each instance shall be that shown herein. The blocking shall, unless otherwise shown, be so placed that the pipe and fitting joints will be accessible for repair.
2. Tie Rods. If shown or specified, movement shall be prevented by attaching suitable metal

rods, clamps or restrained fittings. Steel tie rods or clamps, where permitted, shall be of adequate strength to prevent movement. Steel tie rods or clamps shall be painted with three coats of approved bituminous paint or coal tar enamel. A minimum of 3/4" welded eyebolts @ a 90 degree bend and 3/4" threaded rods may only be used with the approval of the District for temporary restraint only. Duc-Lucs are prohibited for use.

1. Restrained Fittings. Restrained fittings, where permitted, shall be subject to the approval of the District.

H. Meter Setting Installation

The Contractor shall furnish all labor, equipment, excavation, backfill, testing, disinfection, and restoration to install the pipe at the locations shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and ready for use. No additional payment will be made for rock excavation or for bedding required in rock excavation. It will be the Contractors responsibility to remove and reset the service at his own expense if he fails to notify and receive the approval from the District. Contractors work shall be warranted for a period of one year of the date of activation of each service (meter set date).

1. Inspection & Notification. The Contractor shall notify all affected District customers prior to interrupting water service. The Contractor shall make 48 hours notification. Routine service inspection and final inspections will be made by the District upon request by the Contractor and in a timely manner. The Contractor shall provide the District 24 hours notification for inspection by the District. It is the Contractors responsibility to post "No Parking" signs and safety devices.
2. Materials. The District shall furnish to the Contractor the materials necessary to install the meter setting and water service lines. This shall include: Lid & ring, meter vault, piping, yoke bar, double yoke bar, angle valve, yoke ell, couplings, corporation, tapping saddle, extension ring.

The Contractor shall be responsible for pickup of materials at the District's designated location. The Contractor will be responsible to the District for materials lost, stolen, or damaged while in his possession. The Contractor shall return all unused materials, which includes scrap copper and fittings to the District. Salvaged materials are the property of the District and shall be returned to the District. The materials necessary to do restoration will not be provided under this contract item but shall be obtained from a pre-approved source.

3. Installation of Service Lines The Contractor shall be familiar with copper piping, fittings and connections, and have available equipment to work with said materials. No sweat type fittings shall be permitted. Service line shall be installed as shown on the plans or as directed by the District. The Contractor shall excavate whatever material encountered. The service lines shall be installed using boring and jacking or open cut (as specified on the plans) at the depth required to clear existing and proposed sewers, but in no case shall the line be installed with less than 36 inches cover from final grade. The trench width shall be as excavated to a maximum of 2 feet. The line shall be laid on firm soil. In

rock, sufficient extra depth shall be excavated and refilled with acceptable compacted soil or bedding sand to provide a cushion for the elimination of the possibility of crushing or perforating the pipe. Connections shall be made using normal practices for water line installation and in accordance with the standards in the plans or contained herein.

- a. **Water Service Taps.** The Contractor shall maintain a minimum of 36" cover over any tap. The corporation installed into the main shall have no more the 4 threads showing between the top of the water main and the bottom of the corporation unless a tapping saddle is used.
- b. **Service Line.** The Contractor shall maintain a constant cover of 36" over any water line. Methods of pushing or jacking under the existing street must avoid bending or kinking the pipe. No open cuts of the pavement will be permitted unless pre-approved by the District. All copper shall be cut using a copper-tubing cutter. All connections shall be flared connections. No oil base or other contaminating materials will be used in lubricants, caulking and sealers. The Contractor shall be responsible for making all joints watertight.
- c. **Meter Vault.** All meter vaults shall be located inside existing right-of-ways or water main easements of record or as directed by the District. Typically the meter vault shall sit 5' behind the back edge of curb or edge of pavement. The Contractor shall contact the customer and determine a suitable location of the setting within the above guidelines. It is the Contractors responsibility to notify the District's Inspector if these conditions cannot be met. The District's Inspector will inspect any questionable meter setting location prior to the Contractor installing.

Meter vaults shall be set to allow the meter cover to be level with the back edge of the existing curb or the back edge of paving along roadways without curbs. It is the Contractor's responsibility to ensure that the meter vault does not settle due to poor compaction or any other reason within the Contractor's control. The Contractor at no additional expense to the District shall adjust any meter vault that sinks below grade due to poor workmanship by the Contractor to grade.

8. TRENCH BACKFILL

All trench backfill shall be free from cinders, refuse, organic material, boulders, rocks or other material which in the opinion of the District is unsuitable. No backfill shall be made with frozen material.

A. BACKFILL IN NON-PAVEMENT AREAS. Trench backfill in areas not directly beneath or near pavements and driveways shall be as specified in this section unless the local authority having jurisdiction or the District stipulates additional requirements.

1. Trench Bottom Preparation. The pipe shall be bedded on sand to achieve full pipe barrel support. In any event not less than 3" of sand bedding shall be used.

2. Backfill to 12" Over Pipe Barrel. All trench excavations shall be backfilled immediately after pipe is laid with the exception of thrust blocks. Compacted sand or bankrun material

shall be used to backfill the trench from the bottom of the pipe barrel to the 12" over the pipe barrel. Backfill material shall be free from cinders, refuse, organic material, boulders, top soil, frozen material, material with a high void content, rocks 1 1/2" or larger measured in any direction, sharp stones and crushed rocks larger than 3/4", or other materials which in the opinion of the District is unsuitable. No flushing of backfill shall be permitted to achieve compaction. Clay bulkheads shall be installed as specified in Section B-5 of Trench Backfill.

3. Remaining Trench Backfill. From 12" above the pipe barrel to the surface, excavated trench material may be used as backfill material or as required by local or county authorities. No material shall be used for backfill that contains frozen earth, vegetable or organic material, debris, rocks 8" or larger measured in any direction, or earth with an exceptionally high void content.
4. Compaction. All backfill shall be placed in uniform loose layers, not to exceed 12" layers, and each layer shall be compacted to a density not less than 95 percent of the standard Proctor maximum dry density (ASTM D698) unless additional requirements are required by the local authority having jurisdiction. The backfill shall be compacted in such a manner and with appropriate equipment so that there is no pipe damage, pipe misalignment or damage to joints. No flushing of backfill shall be permitted to achieve compaction.

B. BACKFILL BENEATH DRIVEWAYS. Trench backfill beneath and within five (5) feet of driveways shall be as specified in this section.

1. Trench Bottom Preparation. The pipe shall be bedded on sand to achieve full pipe barrel support. In any event not less than 3" of sand bedding shall be used.
2. Backfill to 12" Over Pipe Barrel. All trench excavations shall be backfilled immediately after pipe is laid with the exception of thrust blocks. Compacted sand or bankrun material shall be used to backfill the trench from the bottom of the pipe barrel to the 12" over the pipe barrel. Backfill material shall be free from cinders, refuse, organic material, boulders, top soil, frozen material, material with a high void content, rocks 1 1/2" or larger measured in any direction, sharp stones and crushed rocks larger than 3/4", or other materials which in the opinion of the District is unsuitable. No flushing of backfill shall be permitted to achieve compaction. Clay bulkheads shall be installed as specified in Section B-5 of Trench Backfill.
3. Granular Backfill. When backfilling under pavements, driveways, or as directed by the District, granular material as specified shall be used in place of the excavated material. The granular backfill shall be placed from 12 inches from the top of pipe to 6 inches below pavement subgrade level in uniform 6 inch loose layers and each layer shall be compacted to a density not less than 95 percent of the standard Proctor maximum dry density (ASTM D698). The backfill shall be compacted in such a manner and with appropriate equipment so that there is no pipe damage, pipe misalignment or damage to joints. No flushing of backfill shall be permitted to achieve compaction.

4. Trench Backfill to Subgrade. The top 6 inches of the trench backfill, immediately below

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pavement subgrade level, shall be crushed limestone or dense grade aggregate compacted in the same manner and to the same density at the granular backfill.

5. Remaining Trench Backfill to Final Grade. From subgrade to final grade, asphalt, concrete or other paving/surface shall be placed to match the existing pavement/surface conditions.
 6. Bulkheads. When a granular bedding is provided in rock or when granular backfill is required, the Contractor shall place bulkheads of clay soil across the trench at 100 foot intervals to resist the movement of groundwater through the granular material. Such bulkheads shall be carefully compacted and shall extend approximately 3 feet in a direction parallel to the pipe and shall extend from the bottom of the trench to a point 4" below final grade level.
 7. Surface Conditions. The trench surface shall be periodically attended to during the course of the contract. The trench surface shall be maintained in a safe condition and shall not interfere with natural drainage.
- C. BACKFILL BENEATH PAVEMENT. Trench backfill beneath roadway pavements, or as directed by the District shall include flowable fill as specified in this section.
1. Backfill to 12 Inches Over pipe Barrel. The pipe shall be bedded on sand so that the pipe barrel has full and continuous support. All trench excavations shall be backfilled immediately after pipe is laid. Compacted sand or bankrun shall be used to backfill the trench from the bottom of the pipe barrel to 12 inches above the top of the pipe barrel. The sand or bankrun shall be placed in uniform 6 inch loose layers and each layer compacted to a density not less than 95 percent of the standard Proctor maximum dry density (ASTM D698) in such a manner and with appropriate equipment so that there is no pipe damage, pipe misalignment or damage to joints so as to eliminate the possibility of settlement, pipe misalignment, or damage to joints. The sand or bankrun shall be free from cinders, refuse, organic material, boulders, rocks, or other material which in the opinion of the District is unsuitable. No backfill shall be made with frozen material.
 2. Trench Backfill to Subgrade. From 12 inches above the pipe barrel to subgrade, "**Low Strength Mortar Backfill Material**" (Flowable Fill, K-Crete) shall be used as backfill material. The Low Strength Mortar Mix shall meet the current Ky. Dept. of Highways's "Standard Specifications for Road & Bridge Construction". The Low Strength Mortar Mix shall have sufficient drying time (per manufacturer's recommendation) before the final layer of backfill is applied.
 3. Remaining Trench Backfill to Final Grade. From subgrade to final grade, asphalt, concrete or other paving/surface shall be placed to match the existing pavement/surface conditions. All joints shall be properly seal with an approved material.
 4. Testing of Trench Backfill Testing of backfill shall be at the request of the District and to the specifications of the District and at the cost of the Contractor.

11. TEMPORARY STREET & ROADWAY RESTORATION

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- A. Traffic-Bound Base Course. For all trenches where replacing streets and/or driveways is required, the Contractor shall maintain at his own expense a traffic-bound course of a minimum of 6" traffic-bound gravel and 4" of temporary hot asphalt or cold patch asphalt when hot mix is not available in a safe and passable condition until the trenches are ready for final resurfacing. The traffic-bound base course shall be compacted to a density not less than 95 percent of the standard Proctor maximum dry density (ASTM D698).
- B. Maintenance of Temporary Street Restoration Temporary street restoration areas shall be maintained in a safe condition at all times. There shall be no loose materials, depressions, drop-offs or any other deficiencies in the temporary pavement. If said deficiencies exist they shall be immediately corrected by the Contractor.

12. FINAL RESTORATION OF STREET & ROADWAYS

- A. SCOPE. This section covers the restoration of concrete and asphaltic concrete pavement, driveways, sidewalks and other surface construction removed or damaged during the progress of the work.
- B. GENERAL. Except as otherwise specified, indicated on the drawings, or covered with other surface treatments, all pavement, driveways, curbs/gutters, and sidewalks which are removed or damaged during the progress of the work shall be restored to its original or better condition by the Contractor. All restoration work shall be subject to acceptance by the property owner, agency having jurisdiction thereof, and the District. Unless otherwise specified, all material used for restoration work shall be new.

At least five days in advance of pavement and curbs/gutter replacement, the Contractor shall notify the District and the authority having jurisdiction thereof of the proposed work. All street work shall be subject to acceptance by the authority having jurisdiction thereof.

Crushed limestone, bituminous materials or other materials used in the resurfacing of streets, shall meet the current requirements of the Standard Specifications of the Kentucky Department of Highways.

Sub-grades shall be thoroughly compacted to at least 95 percent of maximum density at optimum moisture content as determined by ASTM D698. In addition, the stability of sub-grades shall be such that when materials for construction are deposited on the sub-grade no rutting or displacement of the subgrade by material hauling vehicles will occur.

Governing Standards. Except as otherwise specified or indicated, materials, equipment, details, and construction methods shall comply with the applicable provisions of the local, county and state ordinances and regulations. Requirements for surface restoration and materials specified herein are the minimum requirements for compliance with the Contract Documents. If requirements of the authority having jurisdiction over surface restoration are greater than those presented herein, Contractor shall comply with those requirements at no additional cost to the District.

Weather Limitations. Minimum temperature under which asphaltic concrete pavements may

be constructed shall be as stipulated in the governing standards.

If weather conditions do not permit replacement of permanent surfacing, a temporary cold mix asphaltic concrete surfacing shall be provided and maintained in a smooth and driveable condition. Cold mix material shall be replaced with the specified hot mix asphaltic concrete when weather conditions permit. No materials shall be placed when the underlying surface is muddy, frozen, or has frost or water thereon.

Equipment and facilities for measuring, mixing, heating, transporting, spreading, compacting, and other operations shall be in accordance with the applicable requirements of the governing standards. Improved or modernized equipment which will produce results equal in quality to those which would result from the specified equipment will be considered for use. All equipment and facilities shall be acceptable to the District.

- C. MATERIALS. The sources of materials shall be submitted for review by the District. Except as modified herein, materials shall conform to the requirements of the Kentucky Department of Transportation standards.

Contractor shall submit to District for approval documentation certifying materials to be used for surface restoration are in compliance with the requirements herein.

- D. ASPHALTIC CONCRETE PAVEMENT. Except as modified herein, existing asphaltic concrete pavement which is removed or damaged during the progress of the work shall be replaced with new pavement to match, as closely as possible, the adjacent existing pavement.

Asphaltic concrete pavements shall be constructed as specified, and in accordance with the Kentucky Department of Transportation standards.

Finished surfaces shall match existing surfaces as appropriate.

Bituminous mixtures shall be spread and finished by hand methods only where machine methods are impractical as determined by the District. Hand placed mixtures shall not be cast or otherwise manipulated in such manner that segregation occurs.

Each lift of the base course shall be uniformly compacted to a density of not less than 94 percent as determined by ASTM D2950. The surface course shall be uniformly compacted to a density of not less than 96 percent as determined by ASTM D2950.

Where asphaltic concrete pavement is to be replaced, the subgrade shall be prepared as herein before specified and this subgrade shall comprise the base course upon which the concrete sub-slab and/or bituminous pavement shall be laid.

Where no concrete sub-slab is required, the subgrade or base shall be thoroughly cleaned and broomed and a prime coat of medium tar (RC-3) shall be uniformly applied at a rate of .20 to .25 gallons per square yard. Where Portland cement concrete sub-slab is required the prime shall be applied at the rate of approximately .05 gallons per square yard. The prime shall be applied by a pressure distributor or other approved pressure spray method.

When the prime coat has become tacky but not dry and hard, a bituminous surfacing consisting of class "I" asphaltic concrete shall be placed, spread, finished and compacted in accordance with the current Standard Specifications of the Kentucky Department of Highways. Compacted thickness of asphaltic concrete pavement shall be as directed or as shown on the plans. All asphaltic concrete joints shall be properly seal with an approved material in accordance with the current Standard Specifications of the Kentucky Department of Highways (hot-poured elastic joint sealer).

- E. CONCRETE PAVEMENT. Existing concrete pavements which are removed or damaged during the progress of the work shall be replaced to match, as closely as possible, the adjacent existing concrete pavement. Concrete, materials, and workmanship shall conform to the applicable requirements of the concrete section.

Where concrete pavement is to be replaced or is required under bituminous pavement replacement, it shall conform to the existing pavement and/or the District's instructions, (not less than 6" (six inches) thick) and accomplished with K.D.O.T. Class "A" concrete. Concrete curbs shall conform to existing concrete curbs. All joints shall be properly seal with an approved material.

If concrete is removed to within 2 feet or less of an existing construction joint, the additional pavement to the joint shall be removed and replaced with new concrete.

- F. AGGREGATE BASE COURSE. Aggregate base course shall be used as a base, where required by the governing regulations. The base course shall be constructed in accordance with the governing standards. Mixing of the base course shall be by the central plant method or the road mix method.

- G. PROTECTION. The Contractor shall protect all adjacent concrete and masonry so that no damage will occur as the result of subsequent construction operations. All damage or discoloration shall be repaired to the satisfaction of the District.

Special care shall be taken to prevent bituminous materials from spraying or splashing. Adjacent construction shall be protected by covering with suitable fabric or paper.

- H. MISCELLANEOUS REPAIR WORK. All existing items and construction, whether or not indicated by the drawings but which are removed or damaged as a result of construction operations under this contract, whether within or outside of public right-of-way, shall be repaired or replaced unless otherwise required by the drawings.

Repair or replacement shall be with material similar to those existing and shall, in each case, restore the item to its original or better condition as acceptable to the District and the District thereof.

- I. UNTREATED SURFACE. Where the existing surface is untreated gravel or stone, the Contractor shall replace the surfacing that is disturbed or removed with crushed limestone to at least the thickness of the existing pavement. The crushed limestone shall be placed and compacted in the same manner as traffic-bound base course. Prior to the final acceptance

the Contractor shall fill all depressions with compacted crushed limestone, and shall thoroughly compacted and graded to match the existing surface.

13. **CLEAN UP**

After a section of main is tested and accepted, the ground surface shall be cleaned of all surplus material including stone, broken pipe, construction material, and all other debris, to the satisfaction of the District.

14. **STORAGE AND DISPOSAL OF EXCAVATED MATERIAL**

Where the Contractor finds it necessary to remove excavated material to some other location, care should be taken not to overload trucks, which would in turn spill material out upon highways. Any such material spilled upon highways shall be immediately cleaned up from the location and disposed of.

Where it is necessary and is agreeable with public and private property owners, excavated materials may be temporarily piled in the streets or roadways, however, one lane of traffic must be maintained at all times. By no means will the Contractor be permitted to store excavated materials in streets or roadways over night.

All excavated material and all construction materials used in prosecution of the work shall be deposited so as not to endanger the Work, create unnecessary annoyance to the public, or interfere with natural drainage courses. During the progress of the work, all material piles shall be kept trimmed up and maintained in a neat, workmanlike manner.

After excavated materials have been removed, all hard surface streets or roadways shall be thoroughly cleaned and left free of dirt and dust. Streets or roadways which do not have hard surfaces must be restored to their original condition at the expense of the Contractor.

Disposal of excess excavated material from trench excavations or site restoration shall be disposed from the site at the Contractor's expense. Broken concrete and other debris resulting from pavement or sidewalk removal, excavated rock in excess of the amount permitted to be installed in trench backfill, debris encountered in excavation work, and other similar waste materials shall be disposed from the site at the Contractor's expense. The Contractor shall be responsible for procurement of its own dump sites, and maintaining that site at its own expense.

Confirm and comply with all applicable environmental, labor, health and safety, and all other Laws and Regulations related to demolition, removal, hauling, disposal and all other handling of unsalvageable equipment, supplies, waste, debris and other material.

15. **TRENCH MAINTENANCE**

The Contractor shall be responsible for the condition of the trenches for a period of two years from the date of the "Certificate of Substantial Completion" issuance.

16. **RESTORATION, GRADING AND SEEDING**

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The Contractor shall provide all labor, materials, tools, and equipment required to grade, fertilize, seed, and mulch in good, workmanlike manner the areas where shown on the plans or where directed by the District and as specified herein.

A. Materials

1. Topsoil - Topsoil shall not contain more than 40% clay in that portion passing a No.10 sieve and shall contain not less than 5% or more than 20% organic matter as determined by loss on ignition of samples oven dried to constant weight at 212 degrees Fahrenheit.
2. Fertilizer - Fertilizer shall be lawn or turf grade 12-12-12.
3. Seed
 - a. Urban Areas - All areas to be seeded which are considered to be urban in character, and any area in front of a residence, business or commercial, shall be seeded with the following mixture: (% are by weight)
 - 40% Fine Lawn Turf-Type Fescue
 - 40% Creeping Red Fescue (*Festuca rubra*)
 - 20% Annual Ryegrass (*Lolium multiflorum*)
 - b. Right-of-way and Easements - All areas in right-of way or in easements adjacent to right-of-away other than urban areas, shall be seeded with the following mixture: (% are by weight)
 - 30% Fine Lawn Turf-Type Fescue
 - 50% Kentucky 31 Fescue (*Festuca arundinaces* Var. Ky.31.)
 - 20% Annual Ryegrass (*Lolium multiflorum*)
 - c. All Other Areas - All other areas shall be seeded with the following mixture: (% are by weight)
 - 90% Perennial Ryegrass (*Lolium perenne*)
 - 10% Alsike Clover (*Trifolium hybridum*)
4. Mulch - Mulch shall be straw reasonably free of weed seed and any foreign materials which may affect plant growth. Other materials may be used if approved by the District.
5. Asphalt Emulsion - Emulsion shall be nontoxic to plants and shall conform to AASHTO M140 or AASHTO M208.

C. Installation

1. Preparation of Seed Bed

- a. Topsoil - If suitable topsoil is available as part of the excavated material it shall be removed, stored and used to backfill the top 4 inches of the excavation. All grass, weeds, roots, sticks, stones, and other debris are to be removed and the topsoil carefully brought to the finish grade by **hand raking.**

- b. Non-topsoil - If there is no suitable topsoil available on any part of the work or if there is a deficiency of suitable topsoil, the trench backfill, except in urban areas shall be used as a seed bed. After the backfill has been given a reasonable time to settle, it shall be graded off to the finish grade and harrowed to a depth of 3 inches. All grass, weeds, roots, sticks, stones, and other debris are to be removed and the soil carefully brought to the finish grade by hand raking.
 - c. Urban Areas - If there is no topsoil available on any part of the work or is there is a deficiency of suitable topsoil, the Contractor shall furnish 4 inches of topsoil to be used as a seed bed in all urban areas and any area in front of a residence.
2. Fertilizing - Fertilizing shall be uniformly applied to all areas to be seeded at the rate of 1 pound per 100 square feet in topsoil or 2 pounds per 100 square feet in non-topsoil. The fertilizer shall be thoroughly disked, harrowed or raked into the soil to a depth of not less than 2 inches. Immediately before sowing the seed, the Contractor shall rework the surface until it is a fine, pulverized, smooth seed bed, varying not more than 1 inch in 10 feet.
3. Seeding - Immediately after the preparation and fertilization of the seed bed the District shall inspect and approve the site prior to seeding. The seed shall be thoroughly mixed and then evenly sown over the prepared areas at the rate of 3 pounds per 1000 square feet for urban, right-of-way and easement areas and a rate of 2 pounds per 1000 square feet for all other areas. Seed shall be sown dry or hydraulically. After sowing, the area shall be raked, dragged, or otherwise treated to cover the seed to a depth of approximately 1/4 inch.
4. Mulching - Within 48 hours after any given area is seeded, mulching material shall be evenly placed over all seeded areas at the rate of approximately 2 tons per acre, when seeding is performed between the dates of March 15 and October 15, and at the approximate rate of 3 tons per acre when seeding is performed between the dates of October 15 and March 15 of the succeeding year.
- a. Emulsion - Mulching materials shall be kept in place with asphalt emulsion applied at a minimum rate of 60 gallons per ton of mulch or by methods as approved or may be otherwise required to prevent displacement of material. Mulching which is displaced shall be replaced at once but only after the seeding or other work which preceded the mulching and which work was damaged as a result of displacement of mulching material has been acceptably repaired.
5. Maintenance - All seeded areas shall be carefully maintained and tended by the Contractor, watering as necessary to secure a good turf. Settled areas shall be filled, graded, and re-seeded. Seeded areas shall be free of weeds and other debris. The Contractor shall be responsible for the condition of the seeded areas for a period of 1 year from the date of "Final Certificate" issuance.
- D. Payment - Seeding is not a pay item and all cost related thereto shall be included in the unit price of the applicable bid item.

17. **DISINFECTION AND LEAKAGE TEST**

- A. **SCOPE**. This section covers the disinfection of the new water mains, fittings, temporary services and associated appurtenances. The Contractor shall provide all labor, materials, tools, equipment, and incidentals required to test the mains for watertightness and disinfect the mains as directed by the District and as specified herein. Gauges for the test shall be furnished by the Contractor.
- B. **TEST SECTION**. After the main has been installed and backfilled all newly installed pipe or any valved section thereof shall be considered a test section.
- C. **WITNESS**. All tests performed for each test section shall be witnessed and approved by the District before acceptance. In the event the Contractor performs any test without witness by the District, the Contractor will be required to test the section again in conformance with this specification at no cost to the District.
- D. **GENERAL**. All disinfection work shall conform to the requirements of the latest revision of ANSI/AWWA C651 and the requirements of the Kentucky Division of Water. If any State requirements conflict with the provisions of this section, the State requirements shall govern.

Water required for flushing and disinfection work will be provided as stipulated in the temporary facilities.

When it is necessary to interrupt service to water customers, each customer affected shall be notified in advance of the proposed service interruption and its probable duration in accordance with the project requirements.

- E. **DISINFECTION PROCEDURE**. During construction or after the installation of the pipe and fittings is complete, an approved disinfection method, according to governing standards, shall be used. The disinfection solution shall be allowed to stand in the main and associated appurtenances for a period of at least twenty-four (24) hours.

During disinfection, all valves, hydrants, and service line connections shall be operated to ensure that all appurtenances are disinfected. Valves shall be manipulated in such a manner that the strong disinfection solution in the main from flowing back into the supply line. Check valves shall be used if required.

All non-disinfected fittings used for tie-ins or repairs shall be cleaned and swabbed with a liquid sodium hypochlorite disinfecting solution prior to installation.

- F. **FINAL FLUSHING**. Upon completion of chlorination but before sampling and bacteriological testing, Contractor shall remove all heavily chlorinated water from the main and temporary services by flushing with potable water at the maximum velocity which can be developed under the direction and control of the District.

The Contractor shall properly neutralize and dispose of the chlorinated water and flushing

water in accordance with all applicable regulations. Contractor shall obtain all special waste disposal permits necessary.

- G. DISPOSAL OF HEAVILY CHLORINATED WATER. Disposal of chlorinated water will be in accordance with 401 KAR5:031. Coliform samples must be taken at connection points to existing mains, 1 mile intervals along new mains, and at all dead ends. Contractor shall apply a de-chlorinating agent to the water to be wasted to neutralize thoroughly the chlorine residual remaining in the water. (See the following table for neutralizing chemicals.) Federal, state, and local regulatory agencies should be contacted to determine special provisions for disposal of heavily chlorinated water.

Chlorine residual of water being disposed of shall be de-chlorinated by treating with one of the chemicals listed in the following table:

Pounds of Chemicals Required to De-chlorinate Various Residual Chlorine Concentrations in 100,000 Gallons of Water*

Residual Chlorine Concentration <i>mg/L</i>	Sulfur Dioxide (SO ₂)	Sodium Bisulfate (NaHSO ₃)	Sodium Sulfite (Na ₂ SO ₃)	Sodium Thiosulfate (Na ₂ S ₂ O ₃ @5H ₂ O)
1	0.8	1.2	1.4	1.2
2	1.7	2.5	2.9	2.4
10	8.3	12.5	14.6	12.0
50	41.7	62.6	73.0	60.0

* Except for residual chlorine concentration, all amounts are in pounds.

The Contractor shall provide all necessary materials, equipment and labor for applying the de-chlorinating chemical in a manner such that proper mixing and contact time of the chemical and the heavily chlorinated water is obtained for complete removal of chlorine being flushed. The Contractor shall periodically test the flush water to verify that the chlorine residual is zero.

- H. CHLORINE RESIDUAL TESTS. Upon completion of final flushing, the District will perform chlorine residual tests to ensure the chlorine residual in the main and temporary services is not higher than that generally prevailing in the remainder of the water distribution system and is acceptable to the District.
- I. BACTERIOLOGICAL TESTS. Sampling and testing of water in the main and temporary services will be performed by the District after final flushing. A standard plate count will be made by the District for each sample.
- J. REDISINFECTATION. Should the bacteriological tests indicate the presence of coliform organisms at any sampling point, the main and temporary services shall be re-flushed, re-

sampled, and re-tested. If check samples show the presence of coliform organisms, the main and temporary services shall be re-chlorinated at no additional cost to the District until results acceptable to the District are obtained.

Re-disinfection shall be completed by the continuous feed or by the slug method. Unless otherwise permitted, the chlorination agent shall be injected into the main and temporary services at the supply end through a corporation cock installed in the top of the pipe. All materials, equipment and labor necessary for the re-disinfection shall be supplied by Contractor at no additional cost to the District.

- K. HYDROSTATIC TESTING. Hydrostatic Testing will be in accordance with AWWA C600. The water main being tested shall have all air expelled by additional flushing or installation of taps on high points in the line. The pressure of the water main shall be gradually increased to obtain a minimum pressure of 100 psi over the design pressure (250 psi minimum) at the lowest elevation point of the water main or as directed by the District. The test will be for a two (2) hour duration and will not vary by more than 5 psi. All tests performed for each test section shall be witnessed and approved by a representative of the District, in the event any test is performed without a representative of the District, the Contractor shall be required to test the section again. Leakage is defined as the amount of water used to maintain the test pressure.

18. APPLICABLE SPECIFICATIONS & STANDARDS

The following current specifications and standards form a part of these Specification:

- A. **American Water Works Association (AWWA) Standards**
- B. **Northern Kentucky Water District Standards Drawing & Specifications**
- C. **"Manual of Accident Prevention in Construction" published by the **Associated General contractors of America****
- D. **Kentucky Occupational Safety and Health Administration's "Kentucky Occupational Safety and Health Standards for General Industry" current edition.**
- E. **American National Standards Institute (ANSI)**
- F. **American Society for Testing & Materials (ASTM)**
- G. **Kentucky Division of Water Quality**
- H. **"Recommended Standards for Water Works" current edition**

GEOTECHNICAL INVESTIGATION REPORT

**NORTHERN KENTUCKY WATER DISTRICT
SUB-DISTRICT G WATER MAIN EXTENSIONS
KENTON COUNTY, KENTUCKY**

ATC FILE NUMBER: 72.23989.0004

Prepared for: Northern Kentucky Water District
Attention Mr. John Scheben, Jr.
2835 Crescent Springs Road
Erlanger, Kentucky 18640

Prepared By: ATC Associates Inc.
11121 Canal Road
Cincinnati, Ohio 45241

April 23, 2010

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April 23, 2010

Mr. John Scheben, Jr.,
Design Engineering Supervisor
Northern Kentucky Water District
2835 Crescent Springs Road
Erlanger, Kentucky

RE: Geotechnical Exploration Report
Sub-District G Water Main Extension Project – Additional Streets
Kenton County, Kentucky
ATC File No. 72.23989.0004

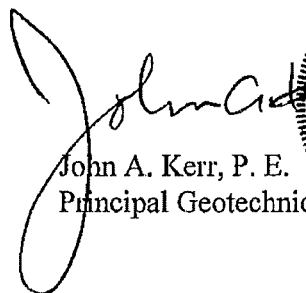
Gentlemen:

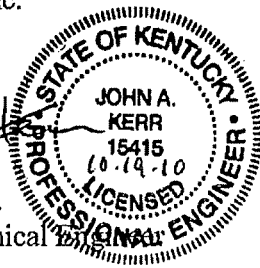
In compliance with your recent request, we have completed a subsurface investigation and evaluation for the above referenced project. It is our pleasure to transmit herewith this report of the results of this investigation.


This exploration was performed in general accordance with ATC's proposal dated November 11, 2009, and was authorized by the execution of the Northern Kentucky Water District's Engineering Services Agreement dated December 4, 2009. If you have any questions regarding this report, please contact this office.

Respectfully Submitted,

ATC Associates Inc.


John A. Kerr, P. E.
Principal Geotechnical Engineer




Joseph S. Burkhardt, P.E.
Geotechnical Engineer

cc: Mary Etingher/Viox

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GEOTECHNICAL INVESTIGATION REPORT

NORTHERN KENTUCKY WATER DISTRICT SUB-DISTRICT G WATER MAIN EXTENSIONS KENTON COUNTY, KENTUCKY

ATC FILE NUMBER: 72.23989.0004

1.0 INTRODUCTION

This report presents the results of a geotechnical exploration and subsurface condition evaluation conducted for proposed 6 and 8-inch diameter mains to be constructed at four different project sites in Kenton County, Kentucky. This exploration was performed in general accordance with ATC's proposal dated November 11, 2009, and was authorized by the execution of the Northern Kentucky Water District's Engineering Services Agreement dated December 4, 2009.

The purpose of the exploration was to determine the types of subsurface materials present along the proposed water main alignments, to evaluate their suitability for support of the water lines, and to develop conclusions and recommendations relative to excavation and backfilling operations.

The scope of the exploration included a review of available geologic and subsurface data for the project area, a reconnaissance of the water main sites, the completion of a total of 16 test borings at the locations given in Table No. 1 below, field and laboratory soil testing, and engineering analysis and evaluation of the subsurface conditions encountered at the sites.

Table No. 1 – Test Boring Locations

Project	Boring	Sta. & Offset	Elevation (ft)
Cherry Drive	C-1	2+73, 6.5' RT	906.2
Kenton Station	K-1	11+00, 21' LT	532.5
	K-2	4+76, 1.5' LT	533.5
	K-3	4+05, CL	532.1
Marshall Road	M-1	21+36, 2' LT	641.5
	M-2	14+18, 6' LT	618.3
	M-3	8+02, 4' LT	614.5
	M-4	2+85, 15' LT	624.8
White Villa - North	W-1	13+77, 1' LT	530.6
	W-2	2+07, 24' RT	524.2
	W-3	1+42, 8' LT	528.2
South	W-4	1+03, 4' RT	528.7
	W-5	0+15, 13.5' RT	528.1
	W-6	7+87, 2.5' RT	529.7
	W-7	16+39, 7' RT	531.0
	W-8	27+37, 6.5' LT	527.2

The test boring locations were staked in the field by ATC during the site reconnaissance made with representatives of the client and Viox and Viox Engineers (Viox), and were surveyed by VIOX.

2.0 SITE AND PROJECT CHARACTERISTICS

The following report subsections describe each of the four project sites and our understanding of the significant design aspects of the water main extension proposed for construction at each site.

2.1 Cherry Drive

Cherry Drive runs east and off of Apple Drive in southern Independence, Kentucky. The street is a dead-end residential street lined with single-family homes. Per topographic information provided to us, the grade of Cherry Drive slopes down from about Elevation 926 at Apple Drive to an elevation of about 899 at a sag located at about Station 4+10,

then gradually up to about El. 913 near the eastern terminus of the proposed water main extension. Surface grades in the yard areas where the water main is to be installed are generally no steeper than about 1 horizontal to 6 vertical (1H:6V), and often much flatter.

Approximately 710 feet of 8-inch diameter PVC water main is to be installed for this project. The main will extend from an existing water line on Apple Drive eastward along the south side of Cherry Drive, ending just west of the cul-de-sac at the end of the street. This alignment, as depicted on the plan and profile sheet, Page 2 of 10 of the project plans prepared by Viox dated May 1, 2009, is wholly in the grassed area along the street, generally within 2 to 4 feet of the edge of pavement. $11\frac{1}{4}^0$ and $22\frac{1}{2}^0$ bends in the alignment will be located at approximately Stations $1+70\pm$ and $2+30\pm$, respectively. Per the profile depicted on the plan, it appears that the invert of the proposed water main will be at about 4 to 6 feet below existing grade. The new water main will pass beneath an existing storm sewer located at the sag in the road. The minimum specified soil cover for the pipe is 3 feet. It is assumed that conventional cut and cover techniques are favored for the water main installation.

2.2 Kenton Station Road

Kenton Station Road is located in southeastern rural Kenton County, Kentucky. The road extends southeast from Kentucky Highway 177 (Decoursey Pike) approximately 1060 feet, dead-ending at private property. The road crosses a CSX railroad track approximately 400 feet southeast of KY 177. Single family homes are located along the road, with an open pasture being present along the southwest side of the road to the southeast of the railroad. The topography in the area is nearly flat to very gently sloping. Based on topographic information presented on the plan and profile sheet, Page 5 of 10 of the project plans prepared by Viox dated May 1, 2009, the ground surface along Kenton Station Road ranges from about El. 524 at its intersection with KY 177, up to about El. 536 at the railroad tracks and then gently down to near El. 531 at the southeast end of the project, with the adjoining areas along the road being nearly level.

Approximately 1060 feet of 8-inch diameter ductile iron water main is to be installed for this project. The main will extend from an existing water line at KY 177 southeasterly to near the end of the public right-of-way of Kenton Station Road. Per the project plans, except where the main will cross KY 177 and Kenton Station near Sta. 3+00, and possibly at the southeast end of the public road, it is planned to run the main in grassed areas about 11 feet of the northeast edge of the pavement between KY 177 and the railroad, and just off the southwest edge of pavement from the railroad to the southeast to about Station 9+00, where it will be located at the edge of, or beneath the pavement. Several $11\frac{1}{4}^{\circ}$ and $22\frac{1}{2}^{\circ}$ bends and two 90° tees will occur in the alignment where the main changes directions at the road crossings and around a bend in the road at approximately Sta. 8+50. Per the profile depicted on the plan, it appears that the invert of the proposed water main will generally be at about 4 feet below existing grade, except where it will be jack and bored beneath the railroad at about 10 feet below the top of the railroad embankment. It is assumed that the minimum soil cover for the pipe is 3 feet, and that except for the jack and bore section, open cut and cover construction methods are favored for the water main installation.

2.3 Marshall Road

Marshall Road is located in east-central rural Kenton County, Kentucky. The water main plan and profile are depicted on Pages 3 and 4 of 10 of the plans prepared by Viox and dated May 1, 2009. The subject portion of the road along which the proposed water main extension will be installed extends from Kentucky Highway 177 (Decoursey Pike) southward about 1900 feet to address 9325 Decoursey Pike. This stretch of road is located along and on the east side of the north-flowing Decoursey Creek, a tributary of the nearby Licking River. The roadway is located near the base of the eastern slope of the valley that carries the creek. This west-facing hillside slopes up from between about El 600 to 620 at the creek to nearly El. 800 feet at the top of the ridge to the east. Near the road, the grade slopes moderately to steeply up to the east from the pavement or roadside

ditch from approximately Sta. 7+00 southward. The roadside slope is particularly steep between about Stations 7+00 and 11+00. From north to south, the grades along Marshall Road range from about El. 620 near KY 177, down to about El. 610 near Sta. 10+00, then up to about El. 640 near the south end of the project. These road grades range from about 30 feet above the creek level at the north end on an apparent embankment fill, to only about 13 feet above the streambed at the sag in the road near Sta. 10+00. A railroad rail soldier pile and shotcrete retaining wall has been constructed along a 100⁺ foot long section of the west side of the road across from address 9243 where the road closely abuts the outside of a meander of Decoursey Creek. Interbedded shale and limestone bedrock is exposed on the creekbank at about El. 600 \pm in this area. No outward signs that might indicate recent or active slope instability, such as slumps or pavement cracking, were noted in the proposed work area uphill from the road or on the road itself.

Approximately 2200 linear feet of 8-inch diameter ductile iron water main is to be installed for this project. The main will extend from an existing water line on the north side of KY 177 south to near the driveway for address 9325. Per the project plans, except where the main will cross KY 177, it is planned to run the main in the grassed area 25 feet off the north edge of the pavement of KY 177, and near the east edge of the pavement of Marshall Road. It is proposed to jack and bore the line beneath the highway, and install the main by conventional cut and cover techniques along Marshall Road. A pair of 45⁰ bends will occur in the alignment on each side of the highway crossing. Per the profile depicted on the plan, it appears that the invert of the proposed water main will generally be at about 4 or 5 feet below existing grade, except where it will be jack and bored beneath the highway at about 7 feet below the crown of the road. It is assumed that the minimum soil cover for the pipe is 3 feet.

2.4 White Villa Estates

White Villa Estates is subdivision located in southeastern rural Kenton County, Kentucky. Two water main extensions are to be installed as part of this project. These are depicted on Pages 6 through 9 of 10 of the plans prepared by Viox and dated January

15, 2010.

The first main will extend from the existing water main on the east side of Kentucky Highway 177 (Decoursey Pike) to along the south side of North Lake Road beneath the railroad tracks and following along the east side of North Lake Road for approximately 200 feet, then crossing North Lake Road and paralleling the west side of the road to the north terminus of the water main at the road's circle/cul-de-sac in front of address 4045. This water main extension to have a total length of about 1900 feet.

The second main will also run from the existing water main along KY 177, from a point approximately 350 feet south of the highway's intersection with North Lake Drive eastward beneath the railroad to Maple Drive in front of address 13531, then along the west side of Maple Drive to Lakeshore Drive, then in the pavement of Lakeshore drive across the dam for the south lake and following along the east side of Lakeshore drive to the north end of the road at address 4075. This water main extension to have a total length of about 2800 linear feet.

Single family homes are located along the roads of this project. The overall topography in the area is nearly flat. Based on online topographic mapping by the Northern Kentucky Area Planning Commission, the ground surface elevation along the alignments of these extensions is between about El. 525 to 533± feet, averaging about 530 feet. This is about 11 or so feet above the level of the large middle lake. Only a couple of feet of freeboard exists above the dam for the south lake. It is over this dam that the south water main must pass. It is proposed to case the water main within the dam embankment to reduce the potential for damage to the dam should a water main break occur in that area.

The new water mains for this project will consist mostly of 8-inch diameter ductile iron pipe, with some 6-inch pipe being used near the ends of the two mains. Per the water line profiles depicted on the project plans, the mains will generally be placed at about 4 or 5 feet deep, with a minimum cover of 3 feet. It is proposed to jack and bore the water lines

beneath the railroad, where the water lines will be about 10 feet below the top of the railroad embankment. Conventional cut and cover construction methods are presumed elsewhere for the project. Several pipe bends will be required in the vicinities of the railroad crossings, as well as to around the bends of the roads that the water mains will generally follow. The plans indicate that 45-degree or lesser bends will be used throughout the project. The areas adjacent to the roads along the alignments of the mains are, by in large, grassed residential front lawns.

3.0 GENERAL SUBSURFACE CONDITIONS

Representative samples were recovered during the test boring operations, and were placed in sealed glass sample jars for return to the laboratory for analysis, testing and evaluation. In the laboratory, the project engineer visually classified the samples, and selected samples were tested to determine moisture contents and approximate unconfined compressive strengths. Logs for the test borings were prepared utilizing field and laboratory information and the results of the laboratory tests. Test results are presented on the boring logs in the Appendix.

It should be noted that stratification lines shown on the test-boring logs represent approximate transitions between material types. In-situ strata changes can occur gradually or at slightly different levels. Groundwater levels were noted and recorded during and on completion of the drilling operations, and where noted, some time after completion. Short-term groundwater observations in low-permeability clays and silts such as encountered in this investigation do not necessarily reflect the actual groundwater level, which can only be determined by long-term observations made in cased and screened holes. It should be noted that the borings depict conditions at the particular location and time indicated on the logs. Some conditions, particularly groundwater levels, could change with time.

3.1 General Geology

Kenton County is located in the Outer Bluegrass Physiographic Region of Kentucky. This region is typified by deep valleys with little flat lands except in the valley bottoms or on the ridgetops. The valleys were formed by the weathering and erosion of the interbedded shale and limestone bedrock of the area. The area of central to southern Kenton County, where these projects are located, is unglaciated. The northernmost project site, Marshall Road, is mapped as lying just south of the limits of the southernmost glacial advance (pre-Illinoian). The interbedded shale and limestone bedrock beneath all of the sites is sedimentary rock of the Ordovician Geologic System. Cherry Street, located in the upland part of the county, is underlain by Bull Fork Formation bedrock, which is typically over 50 percent limestone. The natural soil cover in this area is generally fairly thin, and comprised of residual soils (materials formed by the weathering of bedrock). The other sites, located in or near the bottoms of valleys, overlie Kope Formation bedrock, which is generally comprised of 80 to 90 percent shale. Soils in these lowland areas are usually comprised of colluvium, alluvium and/or residuum.

3.2 Cherry Drive

Boring C-1 encountered approximately 0.3 feet of topsoil at the surface.

Beneath the topsoil to about 3 feet deep, medium stiff and moist brown lean clay was encountered to the predetermined boring termination depths. The Standard Penetration Test (N) value in this stratum was 9 blows per foot (bpf). Brown and moist residual lean clay with secondary components of shale and limestone fragments and layers was encountered to the predetermined 10-foot termination depth of the boring. The N-values in this material were 24 and 25 bpf, indicating a very stiff soil consistency. The natural moisture contents for the samples test from this boring were 20 and 26 percent.

No groundwater was noted either during drilling or in the open borehole upon completion of the test boring. Upon withdrawal of the augers, the borehole caved in to 7 feet deep.

3.3 Kenton Station

This site is located in the historical floodplain of the Licking River, and as would be expected, the subsurface soil profile is dominated by alluvial floodplain and lacustrine deposits. Beneath about 18 and 12 inches of topsoil in Borings K-2 and K-3 respectively (no discernable organic-rich topsoil was noted in Boring K-1), brown to brown and gray lean clay to lean clay with sand was encountered throughout the 10 to 15-foot deep borings. Seams and partings of sand and silt were often noted within the cohesive matrix of the soil. These soils are generally medium stiff to stiff in consistency, with N-values typically in the upper single digits. An exception to this is to about 3.5 feet deep in Boring K-3, where the soil is soft (N = 4 bpf). These cohesive soils are generally in a moist condition, with laboratory-determined moisture contents of 20 to 28 percent. Wet sand seams were however encountered below about 11 feet deep in Boring K-3.

No groundwater was noted either during drilling or in the open boreholes upon completion of Borings K-1 or K-2. As mentioned above, some wet sand seams were found at depth in Boring K-3, and groundwater was noted on the drilling and sampling tools at 11 feet deep in this boring. Upon withdrawal of the augers, the boreholes caved in to depths of between 7 and 9 feet.

3.4 Marshall Road

Test Boring M-1, 2 and 3 were basically located in or near the uphill roadside ditch along the east side of Marshall Road. Boring M-4 was located just south of KY 177 near where the new water main is to pass beneath the highway.

Up to about 3 feet of possible fill or disturbed earth was encountered in Borings M-1 and

2. This soil is a medium stiff ($N = 7$ and 8 bpf) brown clay to brown and gray clay or lean clay with sand and traces of gravel and organics. Medium stiff ($N = 6$ bpf) fat (highly plastic) brown and gray clay was encountered to about 2 feet deep in Boring M-3. Boring M-4, drilled on an apparent embankment for the highway, encountered at least 11 feet of fill consisting of brown to brown and gray lean clay or lean clay with sand. Limestone fragments were also sometimes encountered. The fill is moist with a moisture content of 21 percent being determined for a representative sample, and is very stiff in consistency with N -values of between 18 and 21 bpf. The characteristics of the fill in Boring M-4 are consistent with a controlled, engineered fill.

Underlying the above-described soils, stiff to very stiff brown lean clay or brown to gray sandy lean clay with occasional rock fragments and fine gravel was encountered to depths of about 6 or 7 feet in Borings M-1 and 2, to near the refusal depth of 13.6 feet in Boring M-3, and to about 18 feet deep in Boring M-4. A 2 or 3-foot thick dark brown stratum of sandy lean clay is interbedded in the lighter colored clays in Borings M-3 and 4. It is our opinion that the soils described in this paragraph are a combination of colluvial and alluvial soils deposited at the base of the hillside sometime in the geologic history of the site.

In Borings M-1, 2 and 4, beneath the materials just described, residual soil comprised of hard ($37 \leq N \leq 50^+$ bpf) brown to olive lean clay with sand to fat clay was encountered. This stratum contains limestone floaters or layers, and retains at least some of the parent bedrock's horizontal laminations. The residuum grades into interbedded shale and limestone bedrock at about 10 and 23 feet deep in Borings M-1 and M-4, respectively. Refusal to soil drilling and sampling methods occurred on apparent bedrock at 13.6 feet deep in Boring M-3.

No groundwater was noted either during drilling or in the open boreholes upon completion of the test borings. Upon withdrawal of the augers, the boreholes caved in to depths of 6 to 12.5 feet deep.

3.5 White Villa Estates

As with the Kenton Station site located just south of this project, this site is located in the historical floodplain of the Licking River, and the subsurface soil profile is here is also comprised of alluvial floodplain and lacustrine deposits. Surficial materials included 1.5 feet of sand and gravel at Boring W-3, 0.4 feet of asphalt with 0.4 feet of stone base at Boring W-8, and between 0.1 and 1.0 feet of topsoil at the other boring locations. Note that Boring W-8 was offset onto the roadway to avoid existing utilities.

Beneath the topsoil and gravel in Borings W-2 and W-3, possible fill soils consisting of brown to brown and gray sandy lean clay was encountered to about 3.5 feet deep. This stratum is moist and medium stiff to stiff ($N = 6$ & 10 bpf) in consistency.

Beneath the above-described materials, the great majority of soil encountered was brown to brown and gray lean clay containing various amount of sand within the soil matrix. With some exceptions as noted below, the clay is medium stiff in consistency, with N -values in the 6 to 10 bpf range. These cohesive soils are damp to moist, with natural moisture contents in the 20 to 25 percent range for the samples tested. These soils sometimes contained thin silt seams, as is typical to water-deposited soil.

Some notable exceptions occur to the above conditions. The lean clays were noted to be soft to very soft ($3 \leq N \leq 5$ bpf) from 3.5 to 5 feet deep in Boring W-2, from 8.5 to 11 and below 13.5 feet deep in Boring W-3, and to 3.5 feet deep in Borings W-6, W-7 and W-8. Additionally, the sample of lean clay taken from 8.5 to 10 feet deep in Boring W-3 was wet, as opposed to moist like most others. Soft to medium stiff ($4 \leq N \leq 9$ bpf) brown and gray or gray silt was encountered in Borings W-2 through W-5, which were located at the proposed railroad jack and bore locations. These silts generally occur below about 3 to 6 feet deep, and were sometimes found to be interbedded with the more cohesive soils described above. Additionally, some of the samples of the silt were found

to be wet. Moisture contents of 23 to 31 percent were determined for samples of the soft clays and silts.

No groundwater was noted either during drilling or in the open boreholes upon completion of the test borings. However, upon withdrawal of the augers, the boreholes caved in to depths of 4.5 to 11 feet deep, possibly masking deeper water levels. As mentioned, some of the soil samples were noted to be wet, such as below about 8 feet deep in Borings W-2 and W-3, and below about 13.5 feet deep in Boring W-4.

4.0 GEOTECHNICAL CONCLUSIONS AND RECOMMENDATIONS

Based upon the analysis of the subsurface conditions and the layout and design information supplied for this project by the client as previously outlined, the following conclusions and recommendations have been developed. If the project design or layout changes from that noted herein, ATC should be notified so that the recommendations can be reviewed and revised as necessary to reflect the changes.

The recommendations given below should be considered minimum requirements. If Northern Kentucky Water District or other applicable specifications or rules are more stringent, then they should be followed.

4.1 Cherry Drive

Based on the results of Boring C-1, soils with at least a medium stiff consistency are likely present at or near the proposed water line bedding depth. These materials should offer suitable subsurface support for the proposed bedding and water line. Proper granular bedding should be used under the pipe. The base of the water line trench should be examined for the presence of any unexpected soft or otherwise unsatisfactory soils. If

any such materials are encountered, some undercutting and additional bedding may be required in those areas.

It is assumed that the water line will be installed using conventional cut and cover methods. The results of the field sampling and laboratory tests indicate that the water main excavations will predominantly extend into medium stiff to very stiff clayey soils. Based on the results of the test boring it appears that the conventional cut and cover method for the water line installation can be employed, with a trench box, bracing or laid back slopes used as needed. Conventional hydraulic excavators should be able to excavate the soils within this area. Some weathered shale and/or limestone "floaters" or layers may be encountered which might require greater excavation effort, although the need for heavy rock excavation techniques and equipment are not foreseen at this time.

As previously mentioned, some thrust blocks will be required on this project. Given that all, or at least some part, of the thrust blocks will apparently be embedded in no better than medium stiff soils, it is recommended that the blocks be designed for a maximum uniform horizontal bearing pressure of 1500 pounds per square foot (psf). The thrust blocks should be cast neat against the bearing soil. Any soils adjacent to the thrust blocks loosened during excavation should be removed and replaced with concrete or engineered fill. Based on a static pressure head of El. 1080 feet given to us as a basis for computing the horizontal pipe thrusts, the above mentioned allowable bearing pressures and the size of the standard thrust blocks shown on the plans, it is our opinion that restrained pipe joints are not required.

All temporary excavations for utilities or other structures should be shored or sloped in accordance with Occupational Safety and Health Administration (OSHA) requirements, and stabilized as necessary to protect the nearby structures. Pumping from conventional sump installations can probably control any groundwater that may be encountered in the water main excavations at the site. It is our opinion that the medium stiff lean clay encountered to 3 feet deep in Boring C-1 should be considered an OSHA Type "B" soil,

requiring open trench side slopes laid back at 1H:1V or flatter, and/or appropriate bracing. It is further our opinion that the generally very stiff lean clay with sand encountered below about 3 feet deep can be considered an OSHA Type "A" soil, allowing open trench side slopes laid back at 3/4H:1V or flatter, and/or utilizing appropriate bracing. A 'competent person' as defined by OSHA should evaluate the actual excavation conditions during construction and modify trench and excavation stabilization measures as appropriate.

4.2 Kenton Station

Based on the results of Borings K-1, 2 and 3, soils with at least a medium stiff consistency are likely present at or near the proposed water line bedding depth. These materials should offer suitable subsurface support for the proposed bedding and water line at minimum cover depths. Proper granular bedding should be used under the pipe. The base of the water line trench should be examined for the presence of any unexpected soft or otherwise unsatisfactory soils. If any such materials are encountered, some undercutting and additional bedding may be required in those areas.

Except at the railroad crossing, it is assumed that the water line will be installed using conventional cut and cover methods. The results of the field sampling and laboratory tests indicate that the water main excavations will predominantly extend into soft to medium stiff clayey soil. Based on the results of the test borings it appears that outside of the railroad crossing the conventional cut and cover method for the water line installation can be employed, with a trench box, bracing or laid back slopes used as needed. Conventional hydraulic excavators should be able to excavate the soils within this area. As previously mentioned, some thrust blocks will be required on this project. Given that all, or at least some part, of the thrust blocks will apparently be embedded in no better than medium stiff soils, and possibly soft soils as encountered in Boring K-3, it is recommended that the blocks be designed for a maximum uniform horizontal bearing pressure of 1000 psf. The thrust blocks should be cast neat against the bearing soil. Any

bearing soil loosened during excavation should be removed and replaced with concrete or engineered fill. Based on a static pressure head of El. 1080 feet given to us as a basis for computing the horizontal pipe thrusts, the relatively low allowable bearing pressures mentioned above and the size of the standard thrust blocks shown on the plans, it is our opinion that additional some restrained pipe joints will be required, in addition to the thrust blocks, to provide the necessary thrust resistance. The recommended minimum lengths of restrained pipe are given in Table No. 2 below:

Table No. 2 – Restrained Pipe Lengths

<u>Case</u>	<u>Minimum Length of Restrained Pipe</u>
45-degree bend	25 ft., each side of bend
22.5-degree or less bend	20 ft., each side of bend
Tee	30 ft., each side of branch-off
Dead end	20 ft.

Given the proximity of the numerous fittings between Stations 2+25 and 5+00, it is recommended that all joints in that interval be restrained.

All temporary excavations for utilities or other structures should be shored or sloped in accordance with Occupational Safety and Health Administration (OSHA) requirements, and stabilized as necessary to protect the nearby structures. Pumping from conventional sump installations can probably control any groundwater that may be encountered in the water line excavations at the site. It is our opinion that the soft lean clay with sand encountered to 3.5 feet deep in Boring K-3 should be considered an OSHA Type "C" soil, requiring open trench side slopes laid back at 1.5H:1V or flatter, and/or appropriate bracing. It is further our opinion that the generally medium stiff to stiff lean clay with sand encountered below about 3 feet deep can be considered an OSHA Type "B" soil, allowing open trench side slopes laid back at 1H:1V or flatter, and/or utilizing appropriate bracing. A 'competent person' as defined by OSHA should evaluate the actual excavation conditions during construction and modify trench and excavation stabilization measures as appropriate.

Jacking and boring to install the water line beneath the railroad is anticipated. Subsurface conditions that might be difficult for jack and bore operations, such as boulders, shallow bedrock, running sand, etc., were not encountered. It is assumed that relatively deep excavations requiring sheeting or shoring will be required for the jack and bore launching and receiving pits. Soil parameters that might be useful in designing such shoring to retain the soft to stiff lean clay soils encountered are given in Table No. 1 below:

Table No. 3 – Kenton Station
Soil Parameters for Jack & Bore Pit Bracing/Sheeting

<u>Parameter</u>	<u>Depth below G.S.</u>	
	<u>0' – 3.5'</u>	<u>3.5' – 15'</u>
Soil Unit Weight, moist	130 pcf	130 pcf
Soil Unit Weight, buoyant	n/a	68 pcf
Effective Angle of Internal Friction	22 ⁰	27 ⁰
Undrained Shear Strength	500 psf	1500 psf

4.3 Marshall Road

As discussed in Report Section 2.3, there are slope stability considerations for this project site, including downslope instability in the area of the existing railroad rail and shotcrete soldier pile retaining wall and uphill instability, particularly between approximately Stations 7+00 and 11+00. Regarding the case of downhill instability, we concur with the plan to align the new water main along the uphill (east) side of the road. Our observations of the elevation of the top of the bedrock in the creekbank, and the elevation at which refusal to augering on apparent occurred bedrock in Boring M-3, indicate that the bedrock is fairly level in cross-section at this location, apparently forming a nearly horizontal bench beneath the roadway. It is our opinion that the possibility of a downhill slope failure directly affecting a water line on the east side of the road is remote, and that the water main in this area can be installed at minimum cover depths here and throughout the project.

With regard to uphill stability, installing the main on the east side of the road of course carries some risk. However, given that no recent or active areas of uphill instability have been noted and that reasonably stiff soils are apparently present along the east side of the road, it is our opinion that this risk is manageable if the work is performed in short sections and the pipe is installed at minimum cover depths. We recommend that between Stations 7+00 and 11+00 that the water main be installed in the roadway 3 feet from the edge of pavement. From Station 7+00 to the south end of the new main, it is recommended that excavations be made no longer than necessary to install and immediately backfill one length of pipe at a time (pipe section lengths assumed to be 20 feet). The backfill should be compacted per the recommendations in Section 4.5. We understand that Controlled Low Strength Material (CLSM), i.e., "flowable fill" will be used for backfill above the granular bedding and pipe-surround material in areas where the backfill will influence the roadway pavement. It is recommended that the CLSM be a rapid-set mix, and that where CLSM is used, that it achieve its initial set before excavating adjacent trench sections, maintaining at least 20 feet between trench sections backfilled with CLSM that has not yet reached its initial set. The initial set of the CLSM can be considered to have occurred when confined by the trench sides and/or bulkheads it will support a person, and will stand on an unrestrained vertical face.

Where the main must be installed in the drainage ditch line, at least 1 foot of clayey soil should line the ditch to inhibit surface water infiltration into the pipe backfill zone. In the area of the existing railroad rail retaining wall, it is recommended that a perforated drainpipe be installed along the bottom of the water line trench to collect subsurface water that might contribute to the downhill instability of the roadway should it be allowed to saturate the soil beneath the road. This underdrain should extend from Station 7+00 to 9+50, and can probably be outletted to the existing storm lateral present at approximately Sta. 10+15.

Based on the results of Borings M-1 through M-4, soils with at least a stiff consistency are likely present at or near the proposed water line bedding depth. These materials

should offer suitable subsurface support for the proposed bedding and water line at minimum cover depths. Proper granular bedding should be used under the pipe. The base of the water line trench should be examined for the presence of any unexpected soft or otherwise unsatisfactory soils. If any such materials are encountered, some undercutting and additional bedding may be required in those areas.

Except at where the water main must pass beneath KY 177, it is assumed that the water line will be installed using conventional cut and cover methods. The results of the field sampling and laboratory tests indicate that the water main excavations will predominantly extend into medium stiff to very stiff clayey soil. Based on the results of the test borings it appears that outside of KY 177 crossing the conventional cut and cover method for the water line installation can be employed, with a trench box, bracing or laid back slopes used as needed. (Laid back slopes will of course not be feasible at the toe of the uphill slope, and presumably not near the relatively new pavement of Marshall Road.) Conventional hydraulic excavators should be able to excavate the soils within this area. As previously mentioned, some thrust blocks will be required on this project. Given the very stiff soil conditions encountered near KY 177 in Boring M-4, it is our opinion that the blocks in this area can be designed for a maximum uniform horizontal bearing pressure of 2000 pounds per square foot (psf). As the remainder of the thrust blocks may be embedded in no better than medium stiff soils, it is recommended that they be designed for a maximum uniform horizontal bearing pressure of 1500 psf. The thrust blocks should be cast neat against the bearing soil. Any soils adjacent to the thrust blocks loosened during excavation should be removed and replaced with concrete or engineered fill. Based on a static pressure head of El. 1080 feet given to us as a basis for computing the horizontal pipe thrusts, the above mentioned allowable bearing pressures and the size of the standard thrust blocks shown on the plans, it is our opinion that restrained pipe joints are not required.

All temporary excavations for utilities or other structures should be shored or sloped in accordance with Occupational Safety and Health Administration (OSHA) requirements,

and stabilized as necessary to protect the nearby structures. Pumping from conventional sump installations can probably control any groundwater that may be encountered in the water line excavations at the site. It is our opinion that the possibly fill soils encountered up to 3 feet deep in Borings M-1, 2 and 3 should be considered an OSHA Type “C” soil, requiring open trench side slopes laid back at 1.5H:1V or flatter (where feasible), and/or appropriate bracing. It is further our opinion that the generally stiff to stiff very lean clay and sandy lean clay encountered elsewhere can be considered an OSHA Type “A” soil, allowing open trench side slopes laid back at 3/4H:1V or flatter (again, where feasible), and/or utilizing appropriate bracing. A ‘competent person’ as defined by OSHA should evaluate the actual excavation conditions during construction and modify trench and excavation stabilization measures as appropriate. This office should be notified immediately if unexpected conditions are encountered that may adversely affect trench/slope stability such as weak soils, groundwater, etc.

Jacking and boring to install the water line beneath KY 177 is anticipated. Subsurface conditions that might be difficult for jack and bore operations, such as shallow bedrock or running sand, were not encountered. There are, however, apparently some relatively large pieces of limestone in the embankment fill at this location, and the boring contractor should be prepared for their encounter. It is assumed that relatively deep excavations requiring sheeting or shoring will be required for the jack and bore launching and receiving pits. Soil parameters that might be useful in designing such shoring to retain the stiff lean clay soils encountered are given in Table No. 1 below:

Table No. 4 – Marshall Road
Soil Parameters for Jack & Bore Pit Bracing/Sheeting

<u>Parameter</u>	<u>Depth below G.S.</u>
Soil Unit Weight, moist	0' – 15' 130 pcf
Soil Unit Weight, buoyant	n/a
Effective Angle of Internal Friction	27°
Undrained Shear Strength	1500 psf

4.4 White Villa Estates

As previously discussed, some soft soil deposits were encountered at this project site. Assuming water line invert depths of 4± feet, it appears that soft soils may be present at the base of the installation trenches near Borings W-2 and W-5. As the soft soils extend to significant depths in these two borings, it is not practical to wholly undercut and replace them or deepen the water mains to bear on better material. Although the soils at these locations are soft in consistency, they do at least have a modest strength. It is our opinion that proper support of the new piping can be accomplished with a limited undercut and increase in pipe bedding thickness. We recommend that where field inspection indicates that the soil exposed at the plan bottom of the installation trench has a shear strength of less than 500 psf, that the granular bedding thickness be increased by 1 foot. Based on the results of the remaining borings, it appears that the soils at most locations will be at least medium stiff in consistency. These materials should offer suitable subsurface support for the proposed bedding and water line at minimum cover depths and will not need undercutting and extra bedding.

Except at the railroad crossings, it is assumed that the water line will be installed using conventional cut and cover methods. The results of the field sampling and laboratory tests indicate that the water main excavations will predominantly extend into soft to medium stiff clayey soil. Based on the results of the test borings it appears that outside of the railroad crossing the conventional cut and cover method for the water line installation can be employed with a trench box, bracing or laid back slopes used as needed. Conventional hydraulic excavators should be able to excavate the soils within this area. As previously mentioned, some thrust blocks will be required on this project. Given that all, or at least some part, of the thrust blocks will apparently be embedded in no better than medium stiff soils, and probably soft soils as encountered at many locations, it is recommended that the blocks be designed for a maximum uniform horizontal bearing pressure of 1000 psf. The thrust blocks should be cast neat against the bearing soil. Any bearing soil loosened during excavation should be removed and replaced with concrete or

engineered fill. Based on a static pressure head of El. 1080 feet given to us as a basis for computing the horizontal pipe thrusts, the relatively low allowable bearing pressures mentioned above and the size of the standard thrust blocks shown on the plans, it is our opinion that additional some restrained pipe joints will be required, in addition to the thrust blocks, to provide the necessary thrust resistance. It is recommended that the minimum lengths of restrained pipe are given in Table No. 2 in report section 4.2 also be used for the White Villa site. Given the proximity of the numerous fittings between Stations 0+00 and 2+75 of the north main, it is recommended that all joints in that interval be restrained.

All temporary excavations for utilities or other structures should be shored or sloped in accordance with Occupational Safety and Health Administration (OSHA) requirements, and stabilized as necessary to protect the nearby structures. No groundwater was noted in the boreholes within the expected depths of excavation for this project, including near the dam for the south lake. This is likely due to the relative depth of the water table in most of the project area, and, especially near the south lake dam, due to the relative impermeability of the fine-grained soils that were encountered. Pumping from conventional sump installations can probably control any groundwater that may seep into the water line excavations at the site. It is our opinion that the soft clays and silts encountered to below the pipe embedment depths in Borings W-2 and W-5, and to about 3.5 feet deep in Borings W-6 through W-8 should be considered an OSHA Type "C" soil, requiring open trench side slopes laid back at 1.5H:1V or flatter, and/or appropriate bracing. It is further our opinion that the generally medium stiff to stiff lean clay and lean clay with sand encountered to the expected pipe embedment depths in Boring W-1, W-3 and W-4 can be considered an OSHA Type "B" soil, allowing open trench side slopes laid back at 1H:1V or flatter, and/or utilizing appropriate bracing. A 'competent person' as defined by OSHA should evaluate the actual excavation conditions during construction and modify trench and excavation stabilization measures as appropriate.

Jacking and boring to install the water line beneath the railroad at two locations (Boring

area W-2/W-3 and Boring area W-4/W-5) is anticipated. Subsurface conditions that might be difficult for jack and bore operations, such as boulders, shallow bedrock, running sand, etc., were not encountered. It is assumed that relatively deep excavations requiring sheeting or shoring will be required for the jack and bore launching and receiving pits. Soil parameters that might be useful in designing such shoring to retain the soft to medium stiff soils encountered are given in Table No. 1 below:

Table No. 5 – White Villa Estates
Soil Parameters for Jack & Bore Pit Bracing/Sheeting

<u>Parameter</u>	<u>Depth below G.S.</u>	
	<u>0' – 3.5'</u>	<u>3.5' – 15'</u>
Soil Unit Weight, moist	130 pcf	130 pcf
Soil Unit Weight, buoyant	n/a	68 pcf
Effective Angle of Internal Friction	27 ⁰	22 ⁰
Undrained Shear Strength	1000 psf	500 psf

4.5 General

Only well-graded granular material should be used below and beside the pipe and for one-foot above the pipe. The backfill material above the granular material could consist of the excavated silt and clay soils. However, some of these soils have in-situ moisture contents that are likely higher than their optimum moisture content and would have to be air-dried to a suitable moisture content before reusing as compacted fill.

If fill construction takes place during the winter months, care should be taken so as to avoid placement of fill over frozen subgrade, and to preclude inclusion of frozen materials within any backfill. The fill should be placed in lifts of uniform thickness and each lift should be compacted to at least 95 percent of the maximum laboratory dry density as determined per ASTM standard method D-698, to within 2 feet of the surface in unpaved areas or within 2 feet of the pavement subgrade level for paved areas. Above this depth, the materials should be compacted to at least 98 percent of the ASTM D-698

maximum density. Vibratory compaction equipment will most likely be required for granular materials, and sheep or brick-foot type kneading compactors would be more appropriate for clayey soil. The lift thickness should not exceed that which can be properly compacted throughout its entire depth with the equipment available, and should not be greater than twelve (12) inches in any case. Fill soils should be placed at or near the optimum moisture content as determined in accordance with ASTM D 698. Suitable equipment for either aerating or adding water should be available as the soil moisture and weather conditions dictate.

5.0 REVIEW OF PLANS AND CONSTRUCTION

It is recommended that ATC be retained to review the final project plans and specifications, and to perform all necessary monitoring of the excavation, pipe and structure installation and backfilling phases of this project. If ATC is not retained, no responsibility can be assumed for compliance of construction with the design concepts, specifications, and our recommendations. As part of this review, trench excavation, undercutting and filling should be monitored, and field density tests should be performed on backfill as frequently as necessary to verify compliance with project plans and geotechnical requirements.

6.0 FIELD AND LABORATORY INVESTIGATIONS

6.1 Field Investigations

Field investigations to determine the engineering characteristics of the subsurface materials at the project site included completion of a total of 16 test borings at the locations indicated Table No 1 in report Section 1.0. The subsurface materials encountered at the boring locations have been visually classified by the ATC engineering

staff, and are described in detail on the boring logs. The results of the field strength tests and water level observations are included on the test boring logs. Samples of the soils encountered in the field were placed in sample jars and are now stored in our laboratory for further analysis, if desired. Unless ATC is notified to the contrary, all samples will be disposed of thirty (30) days from the date of this report.

6.2 Laboratory Investigations

In conjunction with the field investigations, a laboratory testing program was completed to determine pertinent engineering characteristics of the subsurface materials. Approximate unconfined compression strength and natural moisture content tests were conducted on samples of selected soil, the results of which are presented on the individual test boring logs in numerical form. All phases of the laboratory testing program were conducted in general accordance with applicable ASTM specifications and procedures.

7.0 LIMITATIONS OF STUDY

Differing Conditions

The recommendations for this project were developed utilizing subsurface information obtained from the test boring completed at the proposed site. The test boring indicates subsurface conditions at the specific locations and time at which they were made. The subsurface conditions at other locations on the site may differ from those occurring at the boring locations. Conditions can also change over time.

Changes in Plans

The conclusions and recommendations herein have been based upon the available subsurface information and the preliminary design details furnished by a representative of the owner of the proposed project and/or as assumed herein. Any revision in the plans for the proposed construction from those anticipated in this report should be brought to the attention of the ATC project engineer to determine whether any changes in the foundation or earthwork recommendations are necessary.

Recommendations vs. Final Design

This report and the recommendations included within are not to be considered a final design, but rather as a basis for a preliminary design to be completed by others (architect, civil or structural engineer, etc.). It is the client's responsibility to assure that the recommendations of the geotechnical engineer are properly integrated into the design, and that the geotechnical engineer is provided the opportunity for design input and comment after the submittal of this report, as needed. It is recommended that ATC be retained to review the final construction documents to confirm that the proposed project design sufficiently incorporates the geotechnical recommendations. ATC should also be represented at pre-bid and/or pre-construction meetings regarding this project to offer any needed clarification of the geotechnical information to all involved.

Construction Issues

Although general constructability issues have been considered in this report, the means, methods, techniques, sequences and operations of construction, safety precautions, and all items incidental thereto and consequences of, are the responsibility of parties to the project other than ATC. This office should be contacted if additional guidance is needed in these matters.

Report Interpretation

ATC is not responsible for the conclusions, opinions, or recommendations made by others based upon the data included herein. It is the client's responsibility to seek any guidance and clarifications from the geotechnical engineer needed for proper interpretation of this report.

Environmental Considerations

The scope of services does not include any environmental assessment or investigation for the presence or absence of hazardous or toxic materials in the soil, groundwater, or surface water within or beyond the site studied. Any statements in this report or on the test boring logs regarding odors, staining of soils, or other unusual conditions observed are strictly for the information of our client. Unless complete environmental information regarding the site is already available, an environmental assessment is recommended prior to the development of this site.

Standard of Care

The professional services, findings, and recommendations outlined in this report have been conducted and developed in accordance with generally accepted geotechnical engineering principles and practices in the geographical area, at the time of report preparation. No other warranties, either express or implied, are offered.

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APPENDIX

Logs of Borings (16)

Field Classification System for Soil Exploration

Unified Soil Classification

Important Information About Your Report

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11121 Canal Road
Cincinnati, Ohio 45241
513-771-2112
513-782-6908

TEST BORING LOG

CLIENT Northern Kentucky Water District
 PROJECT NAME Water Mains - Various Roads
 PROJECT LOCATION Independence and Covington, Kentucky

BORING # C-1
 JOB # 072.23989.0004
 DRAWN BY AMC
 APPROVED BY JK

DRILLING and SAMPLING INFORMATION

Date Started 1-11-10 Hammer Wt. 140 lbs.
 Date Completed 1-11-10 Hammer Drop 30 in.
 Drill Foreman MJ-Central Star Spoon Sampler OD 2.25 in.
 Inspector TS Rock Core Dia. _____ in.
 Boring Method HSA Shelby Tube OD _____ in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics Recovery Graphics	Groundwater	Standard Penetration Test, blows per foot	Qu-tst Unconfined Compressive Strength	PP-tst Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plasticity Index (PI)	Remarks
Topsoil (4 inches)	0.3												
MEDIUM STIFF, brown, LEAN CLAY (CL), moist			1	SS			9		2.25	26			Offset 10 ft south due to utilities
	3.0		2	SS			24						
VERY STIFF, brown, LEAN CLAY with SAND (CL), with shale and limestone fragments, moist			3	SS			24			20			
	10.0	10	4	SS			25						
BORING TERMINATED at 10 feet													

Sample Type
 SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube
 SPT - Standard Penetration Test

Depth to Groundwater
 ● Noted on Drilling Tools _____ ft.
 ✂ At Completion (in augers) _____ ft.
 ∇ At Completion (open hole) dry ft.
 ∇ After _____ hours _____ ft.
 ∇ After _____ hours _____ ft.
 ✂ Cave Depth 7.0 ft.

Boring Method
 HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling



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Cincinnati, Ohio 45241
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513-782-6908

TEST BORING LOG

CLIENT Northern Kentucky Water District
 PROJECT NAME Water Mains - Various Roads
 PROJECT LOCATION Independence and Covington, Kentucky

BORING # K-1
 JOB # 072.23989.0004
 DRAWN BY AMC
 APPROVED BY JK

DRILLING and SAMPLING INFORMATION

Date Started 1-10-10 Hammer Wt. 140 lbs.
 Date Completed 1-10-10 Hammer Drop 30 in.
 Drill Foreman MJ-Central Star Spoon Sampler OD 2.25 in.
 Inspector TS Rock Core Dia. _____ in.
 Boring Method HSA Shelby Tube OD _____ in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Groundwater	Standard Penetration Test, blows per foot	Qu-tst Unconfined Compressive Strength	PP-tst Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plasticity Index (PI)	Remarks
SURFACE ELEVATION														
MEDIUM STIFF, brown, LEAN CLAY (CL), damp			1	SS				7						
			2	SS				8		2.25	20			
		5												
	6.0		3	SS				9						
STIFF, brown and gray, LEAN CLAY with SAND (CL), moist														
	8.5		4	SS				8						
STIFF, brown and gray, LEAN CLAY with SAND (CL), with silt seams, moist														
	10.0	10												
BORING TERMINATED at 10 feet														

Sample Type
 SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube
 SPT - Standard Penetration Test

Depth to Groundwater
 ● Noted on Drilling Tools _____ ft.
 ✂ At Completion (in augers) _____ ft.
 ∇ At Completion (open hole) dry ft.
 ∇ After _____ hours _____ ft.
 ∇ After _____ hours _____ ft.
 ✂ Cave Depth 7.0 ft.

Boring Method
 HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling



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TEST BORING LOG

CLIENT Northern Kentucky Water District
PROJECT NAME Water Mains - Various Roads
PROJECT LOCATION Independence and Covington, Kentucky

BORING # K-2
JOB # 072.23989.0004
DRAWN BY AMC
APPROVED BY JK

DRILLING and SAMPLING INFORMATION

Date Started 1-10-10 Hammer Wt. 140 lbs.
Date Completed 1-10-10 Hammer Drop 30 in.
Drill Foreman MJ-Central Star Spoon Sampler OD 2.25 in.
Inspector TS Rock Core Dia. _____ in.
Boring Method HSA Shelby Tube OD _____ in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Groundwater	Standard Penetration Test, blows per foot	Qu- _{tsf} Unconfined Compressive Strength	PP- _{tsf} Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plasticity Index (PI)	Remarks
Topsoil (18 inches)	1.5		1	SS				13						
MEDIUM STIFF, brown with light gray, trace iron oxide staining, LEAN CLAY with SAND (CL), moist	5		2	SS				5						
MEDIUM STIFF to STIFF, brown and gray, LEAN CLAY with SAND (CL), with silt seams, moist	6.0		3	SS				13		1.75	22			
	10		4	SS				7			26			
	15.0		5	SS				9		2.25	28			
	15.0		6	SS				9						
BORING TERMINATED at 15 feet														

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube
SPT - Standard Penetration Test

Depth to Groundwater
● Noted on Drilling Tools _____ ft.
⊕ At Completion (in augers) _____ ft.
∇ At Completion (open hole) dry ft.
∇ After _____ hours _____ ft.
∇ After _____ hours _____ ft.
⊕ Cave Depth 9.0 ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling



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TEST BORING LOG

CLIENT Northern Kentucky Water District
PROJECT NAME Water Mains - Various Roads
PROJECT LOCATION Independence and Covington, Kentucky

BORING # K-3
JOB # 072.23989.0004
DRAWN BY AMC
APPROVED BY JK

DRILLING and SAMPLING INFORMATION

Date Started 1-10-10 Hammer Wt. 140 lbs.
Date Completed 1-10-10 Hammer Drop 30 in.
Drill Foreman MJ-Central Star Spoon Sampler OD 2.25 in.
Inspector TS Rock Core Dia. _____ in.
Boring Method HSA Shelby Tube OD _____ in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics Recovery Graphics	Groundwater	Standard Penetration Test, blows per foot	Qu- _{tsf} Unconfined Compressive Strength	PP- _{tsf} Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plasticity Index (PI)	Remarks
Topsoil (12 Inches)													
SOFT, brown, LEAN CLAY with SAND (CL), moist	1.0		1	SS			4		0.75				
STIFF, brown and gray, LEAN CLAY with SAND (CL), with silt seams, moist	3.5		2	SS			9						
		5											
			3	SS			13						
			4	SS			9		1.75				
		10											
MEDIUM STIFF to STIFF, brown and gray, LEAN CLAY with SAND (CL), with wet sand seams, moist to wet	11.0		5	SS			9						
			6	SS			8						
BORING TERMINATED at 15 feet	15.0	15											

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube
SPT - Standard Penetration Test

Depth to Groundwater
● Noted on Drilling Tools 11.0 ft.
⊕ At Completion (in augers) _____ ft.
∇ At Completion (open hole) dry ft.
∇ After _____ hours _____ ft.
∇ After _____ hours _____ ft.
⊕ Cave Depth 9.0 ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling



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TEST BORING LOG

CLIENT Northern Kentucky Water District
PROJECT NAME Water Mains - Various Roads
PROJECT LOCATION Independence and Covington, Kentucky

BORING # M-1
JOB # 072.23989.0004
DRAWN BY AMC
APPROVED BY JK

DRILLING and SAMPLING INFORMATION

Date Started 1-10-10 Hammer Wt. 140 lbs.
Date Completed 1-10-10 Hammer Drop 30 in.
Drill Foreman MJ-Central Star Spoon Sampler OD 2.25 in.
Inspector TS Rock Core Dia. _____ in.
Boring Method HSA Shelby Tube OD _____ in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics Recovery Graphics	Groundwater	Standard Penetration Test, blows per foot	Qu-1sf Unconfined Compressive Strength	PP-1sf Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plasticity Index (PI)	Remarks
SURFACE ELEVATION													
Possible fill: MEDIUM STIFF, dark brown, LEAN CLAY (CL), with trace organics, moist			1	SS			7		1.50	27			
	3.0												
STIFF, brown, LEAN CLAY (CL), with trace fibrous organics, moist			2	SS			15						
	5												
			3	SS			15		1.50	23			
	7.5												
HARD, brown, LEAN CLAY with SAND (CL), with horizontal striations, with limestone floaters, damp			4	SS			48						
	10.0	10											
BORING TERMINATED at 10 feet													

- Sample Type**
 SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube
 SPT - Standard Penetration Test

- Depth to Groundwater**
 ● Noted on Drilling Tools _____ ft.
 ✂ At Completion (in augers) _____ ft.
 ∇ At Completion (open hole) dry ft.
 ∇ After _____ hours _____ ft.
 ∇ After _____ hours _____ ft.
 ✂ Cave Depth 6.0 ft.

- Boring Method**
 HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling



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TEST BORING LOG

CLIENT Northern Kentucky Water District
PROJECT NAME Water Mains - Various Roads
PROJECT LOCATION Independence and Covington, Kentucky

BORING # M-2
JOB # 072.23989.0004
DRAWN BY AMC
APPROVED BY JK

DRILLING and SAMPLING INFORMATION

Date Started 1-10-10 Hammer Wt. 140 lbs.
Date Completed 1-10-10 Hammer Drop 30 in.
Drill Foreman MJ-Central Star Spoon Sampler OD 2.25 in.
Inspector TS Rock Core Dia. _____ in.
Boring Method HSA Shelby Tube OD _____ in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Groundwater	Standard Penetration Test, blows per foot	Cu-tst Unconfined Compressive Strength	PP-tst Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plasticity Index (PI)	Remarks
Possible fill: MEDIUM STIFF, brown and gray, LEAN CLAY with SAND (CL), trace fine gravel, trace fibrous organics, moist	1.5		1	SS				8		1.00	24			
VERY STIFF, brown, SANDY LEAN CLAY (CL), with trace fine gravel, with rock floaters, damp to moist														
HARD, brown and gray, SANDY LEAN CLAY with GRAVEL (CL), with rock floaters, moist	4.0		2	SS				19						
	5													
HARD, brown to olive, FAT CLAY (CH), with weathered shale fragments, dry	7.5		3	SS				38			21			
HARD, brown to olive, FAT CLAY (CH), with weathered shale fragments, dry	10.0		4	SS				40						
SHALE, gray, weathered, soft	11.3		5	SS				50/3"						
BORING TERMINATED at 11.3 feet														

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube
SPT - Standard Penetration Test

Depth to Groundwater
● Noted on Drilling Tools _____ ft.
⊕ At Completion (in augers) _____ ft.
∇ At Completion (open hole) dry ft.
∇ After _____ hours _____ ft.
∇ After _____ hours _____ ft.
⊗ Cave Depth 8.0 ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling



11121 Canal Road
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TEST BORING LOG

CLIENT Northern Kentucky Water District
PROJECT NAME Water Mains - Various Roads
PROJECT LOCATION Independence and Covington, Kentucky

BORING # M-3
JOB # 072.23989.0004
DRAWN BY AMC
APPROVED BY JK

DRILLING and SAMPLING INFORMATION

Date Started 1-10-10 Hammer Wt. 140 lbs.
Date Completed 1-10-10 Hammer Drop 30 in.
Drill Foreman MJ-Central Star Spoon Sampler OD 2.25 in.
Inspector TS Rock Core Dia. _____ in.
Boring Method HSA Shelby Tube OD _____ in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Groundwater	Standard Penetration Test, blows per foot	Qu-tsf Unconfined Compressive Strength	PP-tsf Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plasticity Index (PI)	Remarks
Possible fill: MEDIUM STIFF, brown and gray, FAT CLAY (CH), moist	2.0		1	SS				6		1.25	24			
STIFF, brown, LEAN CLAY (CL), moist			2	SS				12						
	5													
	7.0		3	SS				16						
VERY STIFF, dark brown, LEAN CLAY (CL), damp														
	8.5		4	SS				15			18			
STIFF, dark brown and brown, SANDY LEAN CLAY (CL), with trace gravel, with shale fragments, moist	10													
	11.5		5	SS				39						
HARD, dark brown and brown, SANDY LEAN CLAY (CL), with limestone floaters, moist														
	13.6		6	SS				50/1"						
BORING TERMINATED at 13.6 feet														

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube
SPT - Standard Penetration Test

Depth to Groundwater
● Noted on Drilling Tools _____ ft.
⊕ At Completion (in augers) _____ ft.
∇ At Completion (open hole) dry ft.
∇ After _____ hours _____ ft.
∇ After _____ hours _____ ft.
⊕ Cave Depth 12.0 ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling



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TEST BORING LOG

CLIENT Northern Kentucky Water District
PROJECT NAME Water Mains - Various Roads
PROJECT LOCATION Independence and Covington, Kentucky

BORING # M-4
JOB # 072.23989.0004
DRAWN BY AMC
APPROVED BY JK

DRILLING and SAMPLING INFORMATION

Date Started 1-10-10 Hammer Wt. 140 lbs.
Date Completed 1-10-10 Hammer Drop 30 in.
Drill Foreman MJ-Central Star Spoon Sampler OD 2.25 in.
Inspector TS Rock Core Dia. _____ in.
Boring Method HSA Shelby Tube OD _____ in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Groundwater	Standard Penetration Test, blows per foot	Qu- _{tsf} Unconfined Compressive Strength	PP- _{tsf} Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plasticity Index (PI)	Remarks
FILL: VERY STIFF, brown, LEAN CLAY with SAND (CL), damp			1	SS				21						
FILL: VERY STIFF, grayish-brown, LEAN CLAY (CL), moist		2.5	2	SS				20		1.50	21			
FILL: Limestone fragments		6.0	3	SS				50/2"						
FILL: VERY STIFF, brown and gray, LEAN CLAY with SAND (CL), with limestone and shale fragments, moist		8.0	4	SS				18						
Possible fill: VERY STIFF, dark gray, LEAN CLAY (CL), with organics, moist		11.0	5	SS				20			22			
VERY STIFF, dark brown, SANDY LEAN CLAY with GRAVEL (CL), moist		13.5	6	SS				17						
VERY STIFF to HARD, brown, SANDY LEAN CLAY (CL), moist		16.0	7	SS				21			31			
Faint horizontal striations in SS-8			8	SS				37						

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube
SPT - Standard Penetration Test

Depth to Groundwater
● Noted on Drilling Tools _____ ft.
⊕ At Completion (in augers) _____ ft.
∇ At Completion (open hole) dry ft.
∇ After _____ hours _____ ft.
∇ After _____ hours _____ ft.
⊕ Cave Depth 12.5 ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling



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TEST BORING LOG

CLIENT Northern Kentucky Water District BORING # M-4
 PROJECT NAME Water Mains - Various Roads JOB # 072.23989.0004
 PROJECT LOCATION Independence and Covington, Kentucky DRAWN BY AMC
 APPROVED BY JK

DRILLING and SAMPLING INFORMATION

Date Started 1-10-10 Hammer Wt. 140 lbs.
 Date Completed 1-10-10 Hammer Drop 30 in.
 Drill Foreman MJ-Central Star Spoon Sampler OD 2.25 in.
 Inspector TS Rock Core Dia. _____ in.
 Boring Method HSA Shelby Tube OD _____ in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Groundwater	Standard Penetration Test, blows per foot	Qu- <u>tsf</u> Unconfined Compressive Strength	PP- <u>tsf</u> Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plasticity Index (PI)	Remarks
(continued)														
HARD, olive, FAT CLAY (CH), with prominent horizontal striations, with limestone fragments, damp to moist	21.0		9	SS	<input checked="" type="checkbox"/>			50/3"						
SHALE, gray, weathered, soft	23.0													
BORING TERMINATED at 24 feet	24.0		10	SS	<input checked="" type="checkbox"/>			100/5"						

Sample Type
 SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube
 SPT - Standard Penetration Test

Depth to Groundwater
 ● Noted on Drilling Tools _____ ft.
 * At Completion (In augers) _____ ft.
 ∇ At Completion (open hole) dry ft.
 ∇ After _____ hours _____ ft.
 ∇ After _____ hours _____ ft.
 ☒ Cave Depth 12.5 ft.

Boring Method
 HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling



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TEST BORING LOG

CLIENT Northern Kentucky Water District
 PROJECT NAME Water Mains - Various Roads
 PROJECT LOCATION Independence and Covington, Kentucky

BORING # W-1
 JOB # 072.23989.0004
 DRAWN BY AMC
 APPROVED BY JK

DRILLING and SAMPLING INFORMATION

Date Started 1-10-10 Hammer Wt. 140 lbs.
 Date Completed 1-10-10 Hammer Drop 30 in.
 Drill Foreman MJ-Central Star Spoon Sampler OD 2.25 in.
 Inspector TS Rock Core Dia. _____ in.
 Boring Method HSA Shelby Tube OD _____ in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics Recovery Graphics	Groundwater	Standard Penetration Test, blows per foot	Qu-1st Unconfined Compressive Strength	PP-1st Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plasticity Index (PI)	Remarks
Topsoil (1 inch)	0.1												
MEDIUM STIFF, brown and gray, LEAN CLAY with SAND (CL), moist	2.5		1	SS			8						
STIFF to MEDIUM STIFF, brown, LEAN CLAY with SAND (CL), moist	5		2	SS			14						
	10.0		3	SS			9		0.75	23			
	10.0		4	SS			9						
BORING TERMINATED at 10 feet													

- | | | |
|---------------------------------|--|--------------------------------|
| Sample Type | Depth to Groundwater | Boring Method |
| SS - Driven Split Spoon | ● Noted on Drilling Tools _____ ft. | HSA - Hollow Stem Augers |
| ST - Pressed Shelby Tube | ⊕ At Completion (in augers) _____ ft. | CFA - Continuous Flight Augers |
| CA - Continuous Flight Auger | ∇ At Completion (open hole) <u>dry</u> ft. | DC - Driving Casing |
| RC - Rock Core | ∇ After _____ hours _____ ft. | MD - Mud Drilling |
| CU - Cuttings | ∇ After _____ hours _____ ft. | |
| CT - Continuous Tube | ⊕ Cave Depth <u>7.0</u> ft. | |
| SPT - Standard Penetration Test | | |



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TEST BORING LOG

CLIENT Northern Kentucky Water District
PROJECT NAME Water Mains - Various Roads
PROJECT LOCATION Independence and Covington, Kentucky

BORING # W-2
JOB # 072.23989.0004
DRAWN BY AMC
APPROVED BY JK

DRILLING and SAMPLING INFORMATION

Date Started 1-11-10 Hammer Wt. 140 lbs.
Date Completed 1-11-10 Hammer Drop 30 in.
Drill Foreman MJ-Central Star Spoon Sampler OD 2.25 in.
Inspector TS Rock Core Dia. _____ in.
Boring Method HSA Shelby Tube OD _____ in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Groundwater	Standard Penetration Test, blows per foot	Qu- _{tsf} Unconfined Compressive Strength	PP- _{tsf} Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plasticity Index (PI)	Remarks
Topsoil (12 inches)	1.0													Offset 10 ft south due to tree
Possible fill: MEDIUM STIFF, brown, SANDY LEAN CLAY (CL), moist			1	SS				6						
SOFT, grayish-brown, LEAN CLAY with SAND (CL), damp	3.5		2	SS				5		1.50	23			
SOFT, gray, SANDY SILT (ML), moist to wet	6.0		3	SS				5						
			4	SS				4						
	10													
MEDIUM STIFF, brown with gray, LEAN CLAY (CL), moist	11.0		5	SS				6		1.75	24			
MEDIUM STIFF, brown and dark brown, LEAN CLAY with SAND (CL), moist	13.5		6	SS				7						
BORING TERMINATED at 15 feet	15.0	15												

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube
SPT - Standard Penetration Test

Depth to Groundwater
● Noted on Drilling Tools _____ ft.
⊕ At Completion (in augers) _____ ft.
∇ At Completion (open hole) dry ft.
∇ After _____ hours _____ ft.
∇ After _____ hours _____ ft.
⊕ Cave Depth 10.0 ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling



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TEST BORING LOG

CLIENT Northern Kentucky Water District
PROJECT NAME Water Mains - Various Roads
PROJECT LOCATION Independence and Covington, Kentucky

BORING # W-3
JOB # 072.23989.0004
DRAWN BY AMC
APPROVED BY JK

DRILLING and SAMPLING INFORMATION

Date Started 1-11-10 Hammer Wt. 140 lbs.
Date Completed 1-11-10 Hammer Drop 30 in.
Drill Foreman MJ-Central Star Spoon Sampler OD 2.25 in.
Inspector TS Rock Core Dia. _____ in.
Boring Method HSA Shelby Tube OD _____ in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Groundwater	Standard Penetration Test, blows per foot	CU-1st Unconfined Compressive Strength	PP-1st Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plasticity Index (PI)	Remarks
Sand and gravel, blended (18 inches)	1.5		1	SS				10		2.50	20			
Possible fill: STIFF, brown, gray, and rusty brown, LEAN CLAY with SAND (CL), moist	3.5		2	SS				7						
MEDIUM STIFF, gray with brown, SILT with SAND (ML), moist	5		3	SS				7						
MEDIUM STIFF, brown, LEAN CLAY with SAND (CL), moist	6.0		4	SS				5		0.75	26			
SOFT, brown, LEAN CLAY with SAND (CL), moist to wet	8.5		5	SS				9						
MEDIUM STIFF, brown with trace gray, SANDY SILT (ML), moist	11.0		6	SS				3						
VERY SOFT, brown and gray, LEAN CLAY with SAND (CL), moist	13.5													
BORING TERMINATED at 15 feet	15.0	15												

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube
SPT - Standard Penetration Test

Depth to Groundwater
● Noted on Drilling Tools _____ ft.
⊕ At Completion (in augers) _____ ft.
∇ At Completion (open hole) dry ft.
∇ After _____ hours _____ ft.
∇ After _____ hours _____ ft.
⊕ Cave Depth 10.0 ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling



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TEST BORING LOG

CLIENT Northern Kentucky Water District
PROJECT NAME Water Mains - Various Roads
PROJECT LOCATION Independence and Covington, Kentucky

BORING # W-4
JOB # 072.23989.0004
DRAWN BY AMC
APPROVED BY JK

DRILLING and SAMPLING INFORMATION

Date Started 1-11-10 Hammer Wt. 140 lbs.
Date Completed 1-11-10 Hammer Drop 30 in.
Drill Foreman MJ-Central Star Spoon Sampler OD 2.25 in.
Inspector TS Rock Core Dia. _____ in.
Boring Method HSA Shelby Tube OD _____ in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics Recovery Graphics	Groundwater	Standard Penetration Test, blows per foot	Qu-1sf Unconfined Compressive Strength	PP-1sf Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plasticity Index (PI)	Remarks
Topsoil (6 inches)	0.5												
MEDIUM STIFF, brown and gray, SANDY LEAN CLAY (CL), moist			1	SS			9						
MEDIUM STIFF, brown and gray, LEAN CLAY (CL), moist	3.5		2	SS			9		1.50	23			
MEDIUM STIFF, brown and gray, SILT (ML), moist	6.0		3	SS			9						
SOFT, brown and gray, SILT (ML), with trace rock fragments, moist	8.5		4	SS			5						
MEDIUM STIFF, brown and gray, SILT (ML), with sand seams, moist to wet	13.5		6	SS			7		0.50	31			
BORING TERMINATED at 15 feet	15.0	15											

- | | | |
|---------------------------------|--|--------------------------------|
| Sample Type | Depth to Groundwater | Boring Method |
| SS - Driven Split Spoon | ● Noted on Drilling Tools _____ ft. | HSA - Hollow Stem Augers |
| ST - Pressed Shelby Tube | ⊕ At Completion (in augers) _____ ft. | CFA - Continuous Flight Augers |
| CA - Continuous Flight Auger | ∇ At Completion (open hole) <u>dry</u> ft. | DC - Driving Casing |
| RC - Rock Core | ∇ After _____ hours _____ ft. | MD - Mud Drilling |
| CU - Cuttings | ∇ After _____ hours _____ ft. | |
| CT - Continuous Tube | ∇ After _____ hours _____ ft. | |
| SPT - Standard Penetration Test | ⊕ Cave Depth <u>11.0</u> ft. | |



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TEST BORING LOG

CLIENT Northern Kentucky Water District
PROJECT NAME Water Mains - Various Roads
PROJECT LOCATION Independence and Covington, Kentucky

BORING # W-5
JOB # 072.23989.0004
DRAWN BY AMC
APPROVED BY JK

DRILLING and SAMPLING INFORMATION

Date Started 1-11-10 Hammer Wt. 140 lbs.
Date Completed 1-11-10 Hammer Drop 30 in.
Drill Foreman MJ-Central Star Spoon Sampler OD 2.25 in.
Inspector TS Rock Core Dia. _____ in.
Boring Method HSA Shelby Tube OD _____ in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics Recovery Graphics	Groundwater	Standard Penetration Test, blows per foot	Qu-1st Unconfined Compressive Strength	PP-1st Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plasticity Index (PI)	Remarks
Topsoil (3 inches)	0.3												
MEDIUM STIFF, brown with trace gray, LEAN CLAY (CL), moist	0.3 - 2.5		1	SS	[Diagram]		8						
SOFT, brown with trace gray, LEAN CLAY (CL), moist	2.5 - 3.5		2	SS	[Diagram]		4						
SOFT, brown with trace gray, SILT (ML), moist	3.5 - 5.0		3	SS	[Diagram]		4						
	5.0 - 10.0		4	SS	[Diagram]		4		0.25	31			
	10.0 - 13.5		5	SS	[Diagram]		4						
SOFT, brown and gray, SANDY SILT (ML), with sand seams, moist	13.5 - 15.0		6	SS	[Diagram]		5						
BORING TERMINATED at 15 feet	15.0	15											

Sample Type
 SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube
 SPT - Standard Penetration Test

Depth to Groundwater
 ● Noted on Drilling Tools _____ ft.
 ⊕ At Completion (in augers) _____ ft.
 ∇ At Completion (open hole) dry ft.
 ∇ After _____ hours _____ ft.
 ∇ After _____ hours _____ ft.
 ⊕ Cave Depth 11.0 ft.

Boring Method
 HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling



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TEST BORING LOG

CLIENT Northern Kentucky Water District
PROJECT NAME Water Mains - Various Roads
PROJECT LOCATION Independence and Covington, Kentucky

BORING # W-6
JOB # 072.23989.0004
DRAWN BY AMC
APPROVED BY JK

DRILLING and SAMPLING INFORMATION

Date Started 1-10-10 Hammer Wt. 140 lbs.
Date Completed 1-10-10 Hammer Drop 30 in.
Drill Foreman MJ-Central Star Spoon Sampler OD 2.25 in.
Inspector TS Rock Core Dia. _____ in.
Boring Method HSA Shelby Tube OD _____ in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics Recovery Graphics	Groundwater	Standard Penetration Test, blows per foot	Cu-1st Unconfined Compressive Strength	PP-1st Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plasticity Index (PI)	Remarks
Topsoil (3 inches) SOFT, brown, LEAN CLAY with SAND (CL), damp to moist	0.3		1	SS			5		2.50	26			
STIFF, brown with trace gray, SANDY LEAN CLAY (CL), moist	3.5		2	SS			11						
MEDIUM STIFF, brown, gray, and rusty brown, LEAN CLAY with SAND (CL), with silt seams, moist	6.0		3	SS			10						
MEDIUM STIFF, brown and gray, LEAN CLAY with SAND (CL), moist	8.5		4	SS			6						
BORING TERMINATED at 10 feet	10.0	10											

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube
SPT - Standard Penetration Test

Depth to Groundwater
● Noted on Drilling Tools _____ ft.
⊕ At Completion (In augers) _____ ft.
∇ At Completion (open hole) dry ft.
∇ After _____ hours _____ ft.
∇ After _____ hours _____ ft.
⊕ Cave Depth 6.0 ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling



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TEST BORING LOG

CLIENT Northern Kentucky Water District
PROJECT NAME Water Mains - Various Roads
PROJECT LOCATION Independence and Covington, Kentucky

BORING # W-7
JOB # 072.23989.0004
DRAWN BY AMC
APPROVED BY JK

DRILLING and SAMPLING INFORMATION

Date Started 1-10-10 Hammer Wt. 140 lbs.
Date Completed 1-10-10 Hammer Drop 30 in.
Drill Foreman MJ-Central Star Spoon Sampler OD 2.25 in.
Inspector TS Rock Core Dia. _____ in.
Boring Method HSA Shelby Tube OD _____ in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics Recovery Graphics	Groundwater	Standard Penetration Test, blows per foot	Qu-1st Unconfined Compressive Strength	PP-1st Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plasticity Index (PI)	Remarks
Topsoil (12 inches)	1.0		1	SS			5						
SOFT, brown, LEAN CLAY (CL), moist	3.5		2	SS			7						
MEDIUM STIFF, brown, LEAN CLAY with SAND (CL), moist	5		3	SS			7		1.00	25			
			4	SS			7						
BORING TERMINATED at 10 feet	10.0	10											

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube
SPT - Standard Penetration Test

Depth to Groundwater
● Noted on Drilling Tools _____ ft.
⊕ At Completion (in augers) _____ ft.
∇ At Completion (open hole) dry ft.
∇ After 1 hours dry ft.
∇ After _____ hours _____ ft.
⊕ Cave Depth 4.5 ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling



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TEST BORING LOG

CLIENT Northern Kentucky Water District
PROJECT NAME Water Mains - Various Roads
PROJECT LOCATION Independence and Covington, Kentucky

BORING # W-8
JOB # 072.23989.0004
DRAWN BY AMC
APPROVED BY JK

DRILLING and SAMPLING INFORMATION

Date Started 1-10-10 Hammer Wt. 140 lbs.
Date Completed 1-10-10 Hammer Drop 30 in.
Drill Foreman MJ-Central Star Spoon Sampler OD 2.25 in.
Inspector TS Rock Core Dia. _____ in.
Boring Method HSA Shelby Tube OD _____ in.

TEST DATA

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics Recovery Graphics	Groundwater	Standard Penetration Test, blows per foot	Qu-1st Unconfined Compressive Strength	PP-1st Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plasticity Index (PI)	Remarks
Asphalt (4 inches)	0.3												Offset 7 ft west due to utilities
Stone base (4 inches)	0.7												
SOFT, brown, LEAN CLAY with SAND (CL), moist			1	SS			5						
	3.5												
MEDIUM STIFF, brown, gray, and rusty brown, LEAN CLAY with SAND (CL), moist			2	SS			9			23			
	5												
			3	SS			10						
	8.5												
MEDIUM STIFF, brown and gray, LEAN CLAY (CL), with silt seams, moist			4	SS			8						
	10.0												
BORING TERMINATED at 10 feet													

Sample Type

- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube
- SPT - Standard Penetration Test

Depth to Groundwater

- Noted on Drilling Tools _____ ft.
- ⊕ At Completion (in augers) _____ ft.
- ∇ At Completion (open hole) dry ft.
- ∇ After _____ hours _____ ft.
- ∇ After _____ hours _____ ft.
- ⊗ Cave Depth 6.0 ft.

Boring Method

- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling

FIELD CLASSIFICATION SYSTEM FOR SOIL EXPLORATION

NON COHESIVE SOILS

(Silt, Sand, Gravel and Combinations)

Density

Very Loose	- 5 blows/ft. or less
Loose	- 6 to 10 blows/ft.
Medium Dense	- 11 to 30 blows/ft.
Dense	- 31 to 50 blows/ft.
Very Dense	- 51 blows/ft. or more

Relative Proportions

DESCRIPTIVE TERM	PERCENT
Trace	1 - 10
Little	11 - 20
Some	21 - 35
And	36 - 50

Particle Size Identification

Boulders	- 8 inch diameter or more
Cobbles	- 3 to 8 inch diameter
Gravel	- Coarse - 1 to 3 inch
	Medium - 1/2 to 1 inch
	Fine - 1/4 to 1/2 inch
Sand	- Coarse - 2.00mm to 1/4 inch (dia. of pencil lead)
	Medium - 0.42 to 2.00mm (dia. of broom straw)
	Fine - 0.074 to 0.42mm (dia. of human hair)
Silt	- 0.074 to 0.002 mm (cannot see particles)

COHESIVE SOILS

(Clay, Silt and Combinations)

Consistency

Very Soft	- 3 blows/ft. or less
Soft	- 4 to 5 blows/ft.
Medium Stiff	- 6 to 10 blows/ft.
Stiff	- 11 to 15 blows/ft.
Very Stiff	- 16 to 30 blows/ft.
Hard	- 31 blows/ft. or more

Plasticity

DEGREE OF PLASTICITY	PLASTICITY INDEX
None to slight	0 - 4
Slight	5 - 7
Medium	8 - 22
High to very high	over 22

Classification on logs are made by visual inspection of samples.

Standard Penetration Test — Driving a 2.0" O.D., 1 1/2" I.D., sampler a distance of 1.0 foot into undisturbed soil with a 140 pound hammer free falling a distance of 30.0 inches. It is customary for ATC to drive the spoon 6.0 inches to seat into undisturbed soil, then perform the test. The number of hammer blows for seating the spoon and making the test are recorded for each 6.0 inches of penetration (Example — 6/8/9). The standard penetration test result N-value is obtained by adding the last two figures (i.e. 8 + 9 = 17 blows/ft.) (ASTM D-1586-67)

Strata Changes — In the Column "Soil Descriptions" on the drill log the horizontal lines represent strata changes. A solid line (_____) represents an actually observed change, and a dashed line (_ _ _ _) represents an estimated change.

Ground Water observations were made at the times indicated. Porosity of soil strata, weather conditions, site topography, etc., may cause changes in the water levels indicated on the logs.

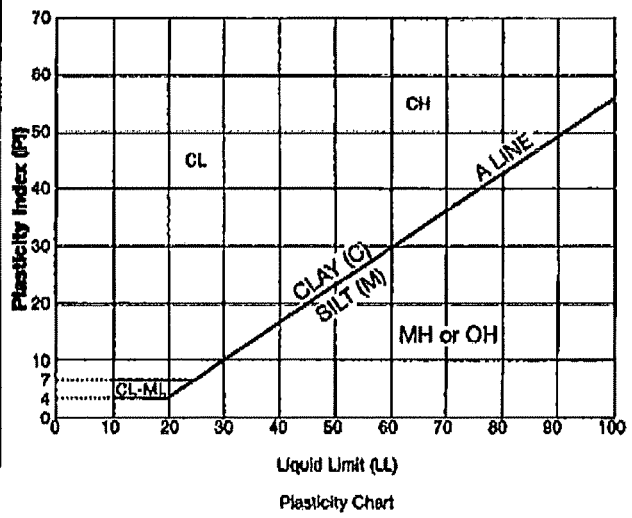


**ENVIRONMENTAL, GEOTECHNICAL AND
MATERIALS PROFESSIONALS**

Unified Soil Classification System

Major Divisions	Group Symbol	Typical Names	Laboratory Classifications Criteria			
COARSE GRAINED SOILS (More than half of material is larger than No. 200 sieve)	Gravels (More than half of coarse fraction is larger than No. 4 sieve)	Clean gravels	GW	Well graded gravels, gravel-sand mixtures, little or no fines.	Determine percentages of sand and gravel from grain size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse grained soils, are classified as follows: Less than 5% GW, GP, SW, SP More than 12% GM, GC, SM, SC 5 to 12% Borderline cases requiring dual symbols	
		Gravels with fines	GP	Poorly graded gravels, gravel-sand mixtures, little or no fines.		
		Sands (More than half of coarse fraction is smaller than No. 4 sieve)	Clean sands	GM		Silty gravels, gravel-sand-silt mixtures.
				GC		Clayey gravels, gravel-sand-clay mixtures.
			Sands with fines	SW		Well graded sands, gravelly sands, little or no fines.
				SP		Poorly graded sands, gravelly sands, little or no fines.
	FINE GRAINED SOILS (More than half of material is smaller than No. 200 sieve)	Silts and Clays (LL less than 50)	SM	Silty sands, sand-silt mixtures.		$C_u = \frac{D_{60}}{D_{10}} > 4 : 1 \quad C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}} < 3$ Not meeting all gradation requirements for GW. Atterberg limits below "A" line or P.I. less than 4. Atterberg limits above "A" line with P.I. greater than 7. $C_u = \frac{D_{60}}{D_{10}} > 6 : 1 \quad C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}} < 3$ Not meeting all gradation requirements for SW. Atterberg limits below "A" line or P.I. less than 4. Atterberg limits above "A" line with P.I. greater than 7.
			SC	Clayey sands, sand-clay mixtures.		
			ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity.		
		Silts and Clays (LL greater than 50)	CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.		
OL	Organic silts and organic silty clays of low plasticity.					
MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts.					
CH	Inorganic clays of high plasticity, fat clays.					
OH	Organic clays of medium to high plasticity, organic silts.					
Highly Organic Soil	Pt	Peat or other highly organic soils.				

1. Plot intersection of PI and LL as determined from Atterberg Limits tests.
2. Points plotted above A line indicate clay soils, those below the A line indicate silt.



Unified Soil Classification System
ASTM Designation D - 2487

Important Information About Your Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

The following information is provided to help you manage your risks.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply the report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that

have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

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Section 00460

NON-COLLUSION AFFIDAVIT

STATE OF: _____)

COUNTY OF: _____) SS

_____, being first duly sworn, deposes

and says that he/she is the _____ of
(sole owner, a partner, president, secretary, etc.)

_____, the party making the foregoing bid; that such bid is genuine and not collusive or sham; that said bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the price or affidavit of any other bidder, or that of any other bidder, or to secure any advantage against Owner, or any person or persons interested in the proposed Contract; and that all statements contained in said bid are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information of data relative thereto to any association or to any member or agent thereof.

AFFIANT

Sworn to and subscribed before me, a Notary Public in and for the above named

State and County, this _____ day of _____, 20 _____.

NOTARY PUBLIC

End of Section

BID BOND

BIDDER (Name and Address)

SURETY (Name and Address of Principal Place of Business)

OWNER (Name and Address)

BID

BID DUE DATE _____

PROJECT (Brief Description Including Location)

BOND

BOND NUMBER _____

DATE (Not later than Bid due date) _____

PENAL SUM _____ (Words) _____ (Figures)

IN WITNESS WHEREOF Surety and Bidder intending to be legally bound hereby subject to the terms printed on the reverse side hereof do each cause this Bid Bond to be duly executed on its behalf by its authorized officer agent or representative

BIDDER

SURETY

_____(Seal)
Bidder's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By _____
Signature and Title

By _____
Signature and Title
(Attach Power of Attorney)

Attest _____
Signature and Title

Attest _____
Signature and Title

-
- Note (1) Above addresses are to be used for giving required notice
 (2) Any singular reference to Bidder Surety OWNER or other party shall be considered plural where applicable

1 Bidder and Surety jointly and severally bind themselves their heirs executors administrators successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond

2 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents

3 This obligation shall be null and void if

3 1 OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents or

3 2 All Bids are rejected by OWNER or

3 3 OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and if applicable consented to by Surety when required by paragraph 5 hereof)

4 Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER which notice will be given with reasonable promptness identifying this Bond and the Project and including a statement of the amount due

5 Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent

6 No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date

7 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located

8 Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond Such notices may be sent by personal delivery commercial courier or by United States Registered or Certified Mail return receipt requested postage pre paid and shall be deemed to be effective upon receipt by the party concerned

9 Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer agent or representative who executed this Bond on behalf of Surety to execute seal and deliver such Bond and bind the Surety thereby

10 This Bond is intended to conform to all applicable statutory requirements Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length If any provision of this Bond conflicts with any applicable statute then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect

11 The term Bid as used herein includes a Bid offer or proposal as applicable

Section 00300

BID FORM

PROJECT IDENTIFICATION: **Sub-District G – Phase 5 – Cherry Drive, Marshall Road, Kenton Station Road, White Villa Estates (North Lake Road, Maple & Lakeshore Dr.), Kenton County, Kentucky**

THIS BID IS SUBMITTED TO:

Northern Kentucky Water District (Owner)
P.O. Box 18640
2835 Crescent Springs Road
Erlanger, Kentucky 41018

THIS BID IS SUBMITTED BY: _____
(Bidder's Company Name)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform all Work as specified or indicated in the Contract Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Invitation to Bid and the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time to which the Bidder may agree in writing upon request of Owner. Bidder understands that certain extensions to the time for acceptance of this Bid may require the consent of the surety for the Bid Bond.
3. In submitting this Bid, Bidder represents and covenants, as set forth in the Agreement, that:
 - a. Bidder has examined and carefully studied the Contract Documents, the other related data identified in the Contract Documents, and the following Addenda, receipt of all of which is hereby acknowledged:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - c. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - d. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary explorations, investigations, explorations, tests,

studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- e. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - f. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - g. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - h. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.
 - i. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
4. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
5. The Bidder understands and agrees that during the performance of the Contract, it shall maintain a presence within such proximity of the Work Site which will allow it to respond to an emergency at the Work Site within one hour of receiving notice of an emergency, including emergencies occurring during non-working hours. The Bidder shall provide a list of emergency phone numbers for such purposes. If the Bidder does not have such a presence, it may satisfy this requirement by sub-contracting with a sub-contractor that does have such a presence, provided that any such sub-contractor must be approved by the Owner, in its sole discretion, prior to the project pre-construction meeting.
6. Bidder will complete the Work for the following unit prices, computed in accordance with paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

Note: See Section 01025 Measurement and Payment for bid form definitions

Questions from contractors during the bidding process should be submitted in writing to:
Viox & Viox, Inc., ATTN: Project: "Sub-District G - Addition"
466 Erlanger Road, Erlanger, KY 41018,
Tel. 859 727-3293, Fax 859 727-8452.

Questions must be submitted no later than 48 hours prior to the bid date.

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

ITEM No.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT COST TOTAL	TOTAL COST
1	6.01 6" CLASS 50 DUCTILE IRON PIPE (Detail 103, 103a, 104, 104a, 110)	LF	475		
2	6.01 8" CLASS 50 DUCTILE IRON PIPE (Detail 103, 103a, 104, 104a, 110)	LF	6199		
3	6.02 8" CLASS 50 DUCTILE IRON PIPE-INTERNAL RESTRAINED JOINT (Detail 103, 103a, 104, 104a, 110)	LF	1408		
4	6.03 8" C-900 POLYVINYL CHLORIDE (PVC). (Detail 103, 103a, 104, 104a, 110)	LF	710		
5	6.04 20" O.D. STEEL CASING PIPE {ASTM A 252 GRADE 2} BY BORE & JACK {0.375 Min. Wall Thickness- CSX RAILROAD SPEC'S }	LF	183		
6	6.04 16" STEEL CASING PIPE BY BORE & JACK 0.282 Min. Wall Thickness- KDOT SPEC'S }	LF	50		
7	6.04 16" PVC {C-900} CASING PIPE {w/spacers}	LF	185		
8	7.01 CONNECT TO EX. 6" MAIN	EA	1		
9	7.01 CONNECT TO EX. 8" MAIN	EA	2		
10	7.02 6" TAPPING SLEEVE & VALVE	EA	1		
11	7.02 8" TAPPING SLEEVE & VALVE	EA	1		
12	8.01 INSTALL FIRE HYDRANT ASSEMBLY	EA	2		
13	8.01 INSTALL FIRE HYDRANT ASSEMBLY { HIGH PRESSURE }	EA	17		
14	8.04 RELOCATE FIRE HYDRANT	EA	2		
15	9.01 6" DUCTILE IRON RESILIENT SEATED GATE VALVE	EA	3		
16	9.01 8" DUCTILE IRON RESILIENT SEATED GATE VALVE	EA	13		
17	11.02 4" PERFORATED PVC SDR-36 UNDERDRAIN	LF	315		
18	11.04 6" PLUG AND BLOCK	EA	1		
19	11.04 8" PLUG AND BLOCK	EA	7		
20	11.05 AIR RELEASE VALVE {MATERIALS SUPPLIED BY NKWD}	EA	5		

7. Bidder agrees that the Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in paragraph 14.07.B of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.

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

8. References

Contact Person	Company Name	Phone No.	Project Name
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

SUBMITTED on _____, 2009.

9. Communications concerning this Bid shall be sent to Bidder at the following address:

10. The terms in this Bid, which are defined in the General Conditions included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.
11. Bidder's Organization Number from Kentucky's Secretary of State - _____
(Each Bid must contain evidence of Bidder's qualifications to transact business in the State of Kentucky or covenant to obtain such qualifications prior to award of the Contract.)

SIGNATURE OF BIDDER

If an Individual

Name (typed or printed): _____

By _____ (SEAL)
(Individual's signature)

doing business as _____

Business address _____

Phone No.: _____ Fax No.: _____

If a Partnership

Partnership Name: _____ (SEAL)

By _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address _____

Phone No. _____ Fax No.: _____

If a Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General, Professional, Service, Limited Liability): _____

By _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

Business address _____

Phone No. _____ Fax No.: _____

If a Joint Venture

(Each joint venturer must sign. The manner for signing for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated above.)

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____



VIOX & VIOX

Civil Engineers, Surveyors, and Landscape Architects

466 Erlanger Road
Erlanger, Kentucky 41018

Tel: 859.727.3293
Fax: 859.727.8452
www.vioxinc.com

ADDENDUM NO. 1 – Revised Bid Sheet

Please make the following correction to Item 3 of your bid form.

ITEM NO.	ITEM	UNIT	QTY	UNIT COST	TOTAL COST
3	6.02 8" CLASS 50 DUCTILE IRON PIPE-INTERNAL RESTRAINED JOINT (Detail 103, 103a, 104, 104a, 110)	LF	1408		

ITEM NO.	ITEM	UNIT	QTY	UNIT COST	TOTAL COST
3	6.02B 8" CLASS 50 DUCTILE IRON PIPE-RESTRAINED JOINT (Detail 103, 103a, 104, 104a, 110)	LF	1408		

Revised Bid Form;

Please replace page 5 of 7 Section 00300 with the attached revised page. This changes the number of days for project completion.

{...substantial completion within **120** calendar days.....General Conditions within **150** calendar days.....}

These changes will also be reflected in the final project agreement.

Clarification on the following items:

- 1. Kentucky Department of Transportation will permit concrete in lieu of asphalt trench restoration during the winter months.**
- 2. No work will be permitted in the railroad right-of-way. There should not be any additional specifications from the railroad except for those included in the project design.**
- 3. Attached is the encroachment permit for Decoursey & Kenton Station Road.**
- 4. Pavement restoration shall be made according to the details in the plans, Northern Kentucky Water District Standard Specifications, and the authority having jurisdiction encroachment permits.**

- 5. The contractor shall be responsible for determining the means and methods to meet the recommendations in the geotechnical report.**

Please make these changes to your bid sheets & take these revisions into consideration when preparing your bid.

This notice is being faxed to you only. We will be contacting you by telephone to confirm your receipt of this addendum. Also, please complete and sign the Acknowledgement of Receipt accompanying this fax and fax it to 859 727-8452 as soon as possible, but no later than November 9, 2010 by 8:00 a.m. Please note that any bid received without a signed Acknowledgement of Receipt showing you were notified of the changes in the addendum will be considered an invalid bid. Should you have any questions, feel free to contact our office at 859 727-3293.

ACKNOWLEDGEMENT OF RECEIPT

**The undersigned bidder acknowledges that he/she has received, read and understands the
attached Addendum No. 1 for
NORTHERN KENTUCKY WATER DISTRICT
SUB-DISTRICT G - PHASE 5 PROJECT
KENTON COUNTY, KENTUCKY**

SIGNED _____

COMPANY TITLE _____

COMPANY* _____

PHONE _____ FAX _____

DATE _____

*This must appear the same as stated on the bid bond.

7. Bidder agrees that the Work will be substantially complete within ~~120~~ calendar days after the date when the Contract Times commence to run as provided in paragraph 14.07.B of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within ~~150~~ calendar days after the date when the Contract Times commence to run.

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

8. References

Contact Person	Company Name	Phone No.	Project Name
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

SUBMITTED on _____, 2009.

9. Communications concerning this Bid shall be sent to Bidder at the following address:

10. The terms in this Bid, which are defined in the General Conditions included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.
11. Bidder's Organization Number from Kentucky's Secretary of State - _____
(Each Bid must contain evidence of Bidder's qualifications to transact business in the State of Kentucky or covenant to obtain such qualifications prior to award of the Contract.)

SIGNATURE OF BIDDER

If an Individual

Name (typed or printed): _____

By _____ (SEAL)
(Individual's signature)

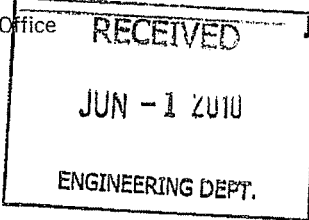
doing business as _____



TRANSPORTATION CABINET

Steven L. Beshear
Governor

Department of Highways District 6 Office
421 Buttermilk Pike
P.O. Box 17130
Covington, KY 41017
(859) 341-2700



Joseph W. Prather
Secretary

May 28, 2010

NORTHERN KENTUCKY WATER SERVICE DISTRICT
P.O. BOX 17010
COVINGTON, KY 41017

184-A3

SUBJECT: Kenton County, -59-177-5.946
KY 177 (DECOURSEY ROAD)
Permit Number 06-0138-10

Dear NORTHERN KENTUCKY WATER SERVICE DISTRICT:

Your application for an encroachment permit has been approved by the Department of Highways. We are returning two copies of the approved permit so one may be kept in your record files. The other copy must be given to the party responsible for completing the project and must be kept at the jobsite at all times.

Please see that the work is done in strict conformity with the permit and any other applicable conditions (See Form TC99-21 and any other attached documents, conditions or specifications). The work should be completed no later than May 28, 2011. When the permitted work and any necessary restoration have been completed please notify this office by using the attached form which will serve as notification for final inspection.

If there are any questions regarding this permit, please do not hesitate to contact James Minckley at 859-341-2700 or fax number 859-341-6729.

Sincerely,

Robert Hans, P.E.
Chief District Engineer
Department of Highways
District 6 -Covington
421 Buttermilk Pike
Covington, KY 41017



An Equal Opportunity Employer M/F/D

KENTUCKY TRANSPORTATION CABINET
 Department of Highways
 Permits Branch

TC 99-1E
 Rev.
 02/2010

Released Date _____

ENCROACHMENT PERMIT

PERMIT NO. 06-0138-10

<p>APPLICANT IDENTIFICATION: NAME: <u>Northern Kentucky Water District</u> CONTACT PERSON: <u>John Scheben, Jr.</u> ADDRESS: <u>2835 Crescent Springs Road</u> CITY: <u>Erlanger</u> STATE: <u>Kentucky</u> ZIP CODE: <u>41018</u> PHONE: area code (<u>859</u>) <u>426-2717</u></p>	<p>PROJECT IDENTIFICATION: ACCESS CONTROL: <input checked="" type="checkbox"/> By Permit <input type="checkbox"/> Partial <input type="checkbox"/> Full COUNTY: <u>Kenton</u> PRIORITY ROUTE NO: <u>KY 177</u> MILEPOINT: <u>5.946</u> <input type="checkbox"/> Left <input type="checkbox"/> Right <input checked="" type="checkbox"/> X-ing PROJECT STATUS: <input checked="" type="checkbox"/> Maint <input checked="" type="checkbox"/> Const <input type="checkbox"/> Design PROJECT # STATE: <u>MP-059-0177</u> PROJECT # FEDERAL: _____ ROAD/STREET NAME: <u>Decoursey Pike</u></p>
<p>TYPE OF ENCROACHMENT:</p> <p><input type="checkbox"/> COMMERCIAL ENTRANCE - BUSINESS* <input type="checkbox"/> PRIVATE ENTRANCE: <input type="checkbox"/> Single Family <input type="checkbox"/> Farm <input checked="" type="checkbox"/> UTILITY: <input type="checkbox"/> Overhead <input checked="" type="checkbox"/> Underground <input type="checkbox"/> GRADE: <input type="checkbox"/> Fill <input type="checkbox"/> Landscape on R/W <input type="checkbox"/> AIRSPACE: <input type="checkbox"/> Agreement <input type="checkbox"/> Lease <input type="checkbox"/> C & R Sign(s) <input type="checkbox"/> TODS <input type="checkbox"/> LOGOS <input type="checkbox"/> OTHER: (Specify) _____</p> <p><small>*Electronic PDF file required of final plans and specifications</small></p>	<p>ATTACHMENTS:</p> <p><input type="checkbox"/> Standard Drawings (List on TC 99-21 under Misc.) <input checked="" type="checkbox"/> Applicant's Plans <input type="checkbox"/> Highway Plan and Profile Sheets <input type="checkbox"/> TC 99-3 (Ponding Encroachment Specs. and Conditions) <input type="checkbox"/> TC 99-4 (Rest Area Usage Specs. and Conditions) <input type="checkbox"/> TC 99-5 (Tree Cutting/Trimming Specs. and Conditions) <input type="checkbox"/> TC 99-6 (Chemical Use of Specs. and Conditions) <input type="checkbox"/> TC 99-10 (Typical Highway Boring Crossing Detail) <input type="checkbox"/> TC 99-12 (Overhead Utility Encroachment Diagram) <input checked="" type="checkbox"/> TC 99-13 (Surface Restoration Methods) <input checked="" type="checkbox"/> TC 99-21 (Encroachment Permit General Notes and Specs.) <input type="checkbox"/> TC 99-22 (Agreement for Services to Be Performed) <input type="checkbox"/> TC 99-23 (Mass Transit Shelter Specs. and Conditions) <input type="checkbox"/> TC 99-201 (Tourist Signage Program Application) <input type="checkbox"/> TC 99-202 (Temporary Agritourism Site Application) <input type="checkbox"/> TC 99-203 (Attraction Eligibility Information) <input type="checkbox"/> TC 99-204 (Signing Incentive Program Application) <input type="checkbox"/> Other Attachments (Specify): _____</p>
<p>TYPE OF INDEMNITY: <input type="checkbox"/> Bond <input type="checkbox"/> Cash <input checked="" type="checkbox"/> SELF-INSURED AMOUNT ENCUMBERED \$ <u>10,000.00</u> <input type="checkbox"/> OTHER _____</p>	<div style="border: 2px solid black; padding: 5px; text-align: center;"> <p>APPROVED MAY 28 2010</p> </div>
<p>NAME AND ADDRESS OF LOCAL INSURANCE AGENCY OR SELF-INSURED REPRESENTATIVE: _____</p>	
<p>INDEMNITY: The applicant, in order to secure this obligation, has deposited with the Transportation Cabinet as a guarantee of conformance with the Department's Encroachment Permit requirements, an indemnity in the amount of \$ _____ as determined by the Department. It shall be the responsibility of the applicant or permittee, his heirs and assignees to keep all indemnities in full force until construction or reconstruction has been completed and duly accepted by an authorized agent of the Transportation Cabinet, Department of Highways.</p>	
<p>BRIEF DESCRIPTION OF WORK TO BE DONE. Construction of an 8-inch ductile iron water main across Decoursey Pike at Kenton Station Road, Kenton County, Kentucky</p> <p>Applicant certifies project area <input type="checkbox"/> does <input checked="" type="checkbox"/> does not exceed one acre. Projects disturbing more than one acre require a KPDES KYR 10 permit.</p>	
<p>IMPORTANT (PLEASE READ): Applicant <input type="checkbox"/> does <input checked="" type="checkbox"/> does not intend to apply for excess R/W.</p>	

When the work is completed in accordance with the terms of this encroachment permit, your indemnity will be released. However, the permit is effective until revoked by the Transportation Cabinet and the terms on the permit accompanying permit documents and drawings remain in effect as long as the encroachment exists. **FUTURE MAINTENANCE OF THE ENCROACHMENT IS THE RESPONSIBILITY OF THE PERMITEE.** It is important that you understand the requirements of this encroachment permit application and accompanying documents. If you have not done so, it is suggested that you review these documents and place the permit package in a safe place for future reference.

A copy of this permit and all documents shall be given to your contractor and shall be readily available at the work site for the encroachment permit inspector to review at all times. Failure to meet this requirement may result in cancellation of this permit.

IN THE EVENT THIS APPLICATION IS APPROVED, THIS DOCUMENT SHALL CONSTITUTE A PERMIT FOR THE APPLICANT TO USE THE RIGHT-OF-WAY, BUT ONLY IN THE MANNER AUTHORIZED BY THIS DOCUMENT AND REGULATIONS OF THE DEPARTMENT AND THE DRAWINGS, PLANS, ATTACHMENTS, AND OTHER PERTINENT DATA ATTACHED HERETO AND MADE A PART HEREOF.

ANY ATTEMPT TO ALTER THIS FORM CONSTITUTES A VOID PERMIT.

The permittee agrees to the following terms and conditions:

Permit No. _____

1. The permittee shall comply with and is bound by the requirements of the Department's Permits Manual as revised to and in effect on the date of the issuance of this permit which is made a part hereof by reference.
2. Permittee agrees that if the Department determines that vehicular capacity deficiencies or over capacity conditions develop as a result of the installation and use of this facility, the permittee shall adjust, relocate, or reconstruct the facilities and/or provide and bear the expenses for signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department and as set forth in the Department's Permits Manual within a reasonable length of time after receipt of written notice regarding such adjustments, relocation, additions, modifications, or corrective measures, such time to be specified in the notice. In cases where traffic signals are permitted or required, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee and/or the Department in accordance with Department policy then in force as set forth in the Traffic Operations Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, at no expense to the Department. (This applies only to Entrance Permits.)
3. The said encroachment will not infringe on the frontage rights of an abutting owner without written consent of the said owner as hereto: "(we) consent to the granting of attached permit." _____
Date _____ (This does not apply to utilities which serve the general public.)
4. Any permit granted hereunder shall be with the full understanding that it shall not interfere with any similar rights or permits heretofore granted to any other party except as otherwise provided by law
5. A plan prepared by Viox & Viox, Inc. and dated February 2010 is attached hereto and made a part hereof, which describes the facilities to be constructed by the permittee for which facilities this permit is granted. The permittee agrees as a condition to the issuance of the permit to construct and maintain such facilities in accordance with said plan, and the permittee shall not use the facilities authorized herein in any manner contrary to that prescribed by this permit and plan. Normal usage and routine maintenance only are authorized under this permit.
6. Permittee shall comply with the Manual on Uniform Traffic Control Devices as revised to and in effect on the date of the issuance of this permit which is made a part hereof by reference.
7. Permittee shall at all times from date when work is first commenced and until such time as all facilities are removed from the right-of-way premise, defend, protect, and save harmless the Department from all liability, claims, and demands arising out of work undertaken by the permittee pursuant to this permit, due to any negligent act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party or operate to enlarge any liability of the Department beyond that existing at common law if this right to indemnity did not exist.
8. Upon a violation of any of the provisions of this permit, the Department may revoke the permit by giving notice to the permittee in writing to remove from the right-of-way any facilities placed thereon within a reasonable time as set forth in the notice, and in the event said facilities are not so removed, and the right-of-way restored the Department may cause same to be removed, and the costs thereof shall be charged to the permittee.
9. The permittee, his successors and assigns shall use the encroachment premises in compliance with all Federal requirements imposed pursuant to the provisions of the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000-1) and regulations of the U.S. Department of Transportation as set forth in Title 49 C.F.R., Part 21, and as said regulations may be amended.
10. Permittee agrees that in the event it should become necessary, as may be reasonably determined by the Department, for the facilities covered by this permit to be removed or relocated in connection with the reconstruction, relocation, or improvement of the abutting highway, the Department may revoke this permit and require removal or relocation by the permittee at his own expense according and pursuant to the procedures provided in Paragraph 8 above except in those cases where the Department is required by law to pay any or all the same.
11. The permittee understands and agrees that this permit is personal to the permittee and shall not inure to his successors and assigns without the written approval of the Department that he is bound by the provisions of this permit as long as the encroachment exists unless a written release has been obtained from the Department. (Does not apply to utilities serving the general public.)
12. If the work authorized by this permit is on a project in the construction phase, it shall be the responsibility of the permittee to make personal contact with _____ Resident Engineer on the project to coordinate the permitted work with the State's prime contractor on the project
13. This permit does not alleviate any requirements of any other government agency.
14. Permittee agrees to keep the priority route in which this permit was issued clear of dirt, mud, and debris during construction and for the life of this permit.

ANY ATTEMPT TO ALTER THIS FORM CONSTITUTES A VOID PERMIT.

THE UNDERSIGNED APPLICANT (being duly authorized representative/owner) DOES AGREE TO ALL TERMS AND CONDITIONS SET FORTH HEREIN.

January 1st, 20 July 1st, 20 11 April 27, 2010
Completion Date Date

John Schuber Jr.
Signature

RECOMMENDED FOR APPROVAL MYB 47
TEBIN - ENGINEERING Reed
Title Signature

5/24/10
Chief District Engineer Date

PRIVATE ENTRANCE: TO BE COMPLETED BY PERSONNEL INSTALLING FACILITY.

Installed By _____ Title Signature Date

ANY ATTEMPT TO ALTER THIS FORM CONSTITUTES A VOID PERMIT.



ENCROACHMENT PERMIT GENERAL NOTES & SPECIFICATIONS

Permit No. 06-0138-10

I. SAFETY

A. General Provisions

- All signs and control of traffic shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition, Part VI, and safety requirements shall comply with the Permits Manual.
- All work necessary in shoulder or ditch line areas of a state highway shall be scheduled to be promptly completed so that hazards adjacent to the traveled way are kept to an absolute minimum.
- No more than one (1) traveled-lane shall be blocked or obstructed during normal working hours. All signs and flaggers during lane closure shall conform to the Manual on Uniform Traffic Control Devices.
- When necessary to block one (1) traveled-lane of a state highway, the normal working hours shall be as directed by the Department. No lanes shall be blocked or obstructed during adverse weather conditions (rain, snow, fog, etc.) without specific permission from the Department. Working hours shall be between 8:00 a.m and 4:30 p.m
- The traveled-way and shoulders shall be kept clear of mud and other construction debris at all times during construction of the permitted facility.
- No nonconstruction equipment or vehicles or office trailers shall be allowed on the right of way during working hours.
- The right of way shall be left free and clear of equipment, material, and vehicles during non-working hours.

B. Explosives

- No explosive devices or explosive material shall be used within state right of way without proper license and approval of the Kentucky Department of Mines and Minerals, Explosive Division.

C. Other Safety Requirements



II. UTILITIES * Applies to Fully Controlled Access Highways ONLY

- *All work necessary within the right of way shall be performed behind a temporary fence erected prior to a boring operation.
- *The temporary woven wire fence shall be removed immediately upon completion of work on the right of way, and the control of access immediately restored to original condition, in accordance with applicable Kentucky Department of Highways Standard Drawings.
- *All vents, valves, manholes, etc., shall be located outside of the right-of-way.
- *Encasement pipe shall extend from right-of-way line to right-of-way line and shall be one continuous run of pipe. The encasement pipe shall be welded at all joints.
- The boring pit and tail ditch shall extend past the existing toe of slope or bottom of ditch line and shall be a minimum of 42 inches deep.

II. UTILITIES (Continued)

- Encasement pipe shall conform to current standards for highway crossings in accordance with the Permits Manual.
- Parallel lines shall be constructed between back slope of ditch line and right-of-way line and shall have a minimum of 30-inch cover above top of pipe or conduit.
- All pavement cuts shall be restored per Kentucky Transportation Cabinet form TC 99-13.
- Aerial crossing of this utility line shall have a minimum clearance of _____ feet from the high point of the roadway to the low point of the line (calculated at the coefficient for expansion of 120 degrees Fahrenheit).
- The 30-foot clear zone requirement shall be met to the extent possible in accordance with the Permits Manual.
- Special requirements:

Utility installed under the pavement will require flowable fill backfill & mill & overlay of the driving lane, including striping & reflectors in pavement.

III. GENERAL

A. OSHA

- Kentucky Occupational Safety and Health Standards for the construction industry, which has the effect of law, states in part: (Page 52, 1926.651, Specific Excavation Requirements) "Prior to opening an excavation, effort shall be made to determine whether underground installations, (sewer, telephone, water, fuel, electric lines, etc.) will be encountered, and if so, where such underground installations are located. When the excavation approaches the estimated location of such an installation, the exact location shall be determined, and when it is uncovered, proper supports shall be provided for the existing installation. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation."

B. Archaeological

- Whenever materials of an archaeological nature are discovered during the course of construction work or maintenance operations, contact shall be made immediately with the Division of Environmental Analysis, which maintains an archaeologist on staff, or with the Office of the State Archaeologist located at the University of Kentucky. Following this consultation, further action shall be decided on a case-by-case basis by the State Highway Engineer or the Transportation Planning Engineer or their designated representative.

C. Utilities in the Work Areas

- The permittee shall be responsible for any damage to existing utilities, and any utility modifications or relocations within state right of way necessary, as determined by the Department or by the owner of the utility, shall be at the expense of the permittee and subject to the approval of the Department.
- All existing manholes and valve boxes shall be adjusted to be flush with finished grade.

D. Environmental

- If the activity to which this permit relates disturbs one acre or more of land, you must obtain a KPDES KYR10 permit.

Websites

<http://www.water.ky.gov/permitting/wastewaterpermitting/KPDES/storm/>

Inspectors for KPDES KYR10 at www.KEPSC.org

Permit No. 06-0138-10

VI. Paving

- No bituminous pavement shall be installed within the right of way between November 15 and April 1, nor when the temperature is below 40 degrees Farenheit, without the express consent of the Department. No bituminous pavement shall be installed when the underlying course is wet.
- Paving within the right of way shall be as follows:
 - Base (Type) flowable fill (Thickness) various
 - Surface Base (Type) Bit. Base (Thickness) 9" min- match existing
 - Finished Surface (Type) Bit surface (Thickness) 1.5" mill & overlay
- Existing pavement and shoulder material shall be removed to accomodate the above paving specifications.
- The finished surface of all new pavement within the right of way shall be true to the required slope and grade, uniform in density and texture, free of irregularities, and equivalent in riding qualities to the adjacent highway pavement or as determined by the Department of Highways.
- All materials and methods of construction, including base and subgrade preparation, shall be in accordance with Kentucky Department of Highways Standard Specifications for Road and Bridge Construction (latest edition).
- 24 hours notice to the Department is required prior to beginning paving operations.
Phone: 859-341-2700 Name: Mark Brannon
- To ensure proper surface drainage, the new pavement shall be flush with the edge of existing highway pavement and shall slope away from the existing edge of the pavement as specified in drawings.
- Existing edge of pavement shall be saw-cut to provide a straight and uniform joint for new pavement. An approved joint sealer, in accordance with Kentucky Department of Highways Standard Specifications (latest edition), shall be applied between new and existing pavements.

VII. SIDEWALKS SPECIFICATIONS *This dimension should be equal to the width of the sidewalk.

A. New Sidewalks

- Sidewalks shall be constructed of Class A concrete (3,500 p.s.i. test), shall be * _____ feet in width, 6 inches in thickness across the bituminous entrance, and 4 inches in thickness across the remaining sections.
- Sidewalks shall have tooled joints not less than 1 inch in depth at four foot intervals*, and 1/2 premolded expansion joints extending entirely through the sidewalk at intervals not to exceed 50 feet.
- All materials and methods of construction, including curing, shall be in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction (latest edition).

B. Existing Sidewalks

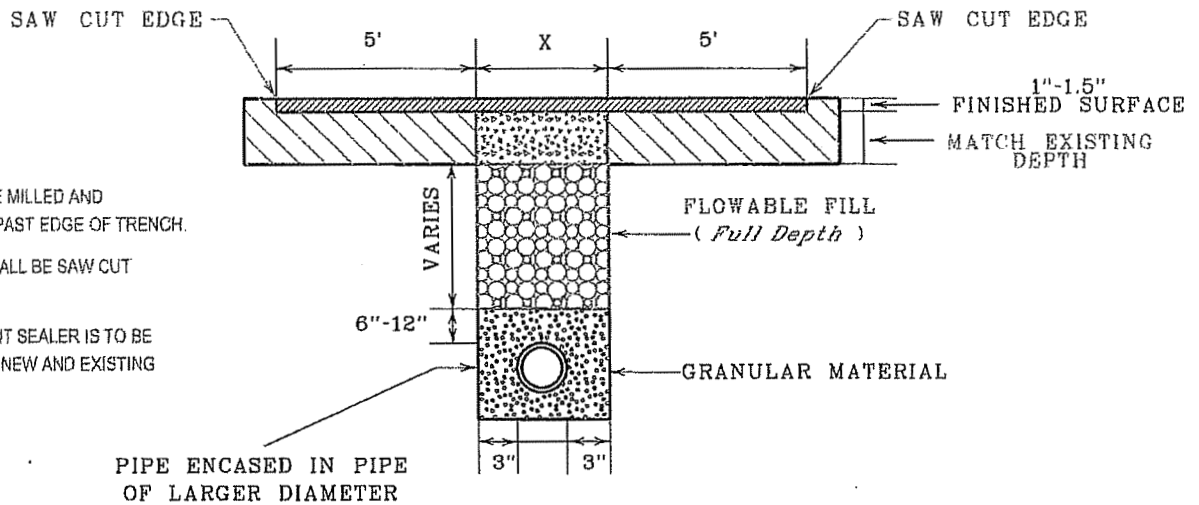
- (Applicable if existing sidewalks are being relocated) Use of the sidewalk shall not be blocked or obstructed, and a usable walkway shall be maintained across the construction area at all times.
- All damaged sections of the sidewalks shall be entirely replaced to match existing sections.

KENTUCKY TRANSPORTATION CABINET

Permits Branch

SURFACE RESTORATION METHODS

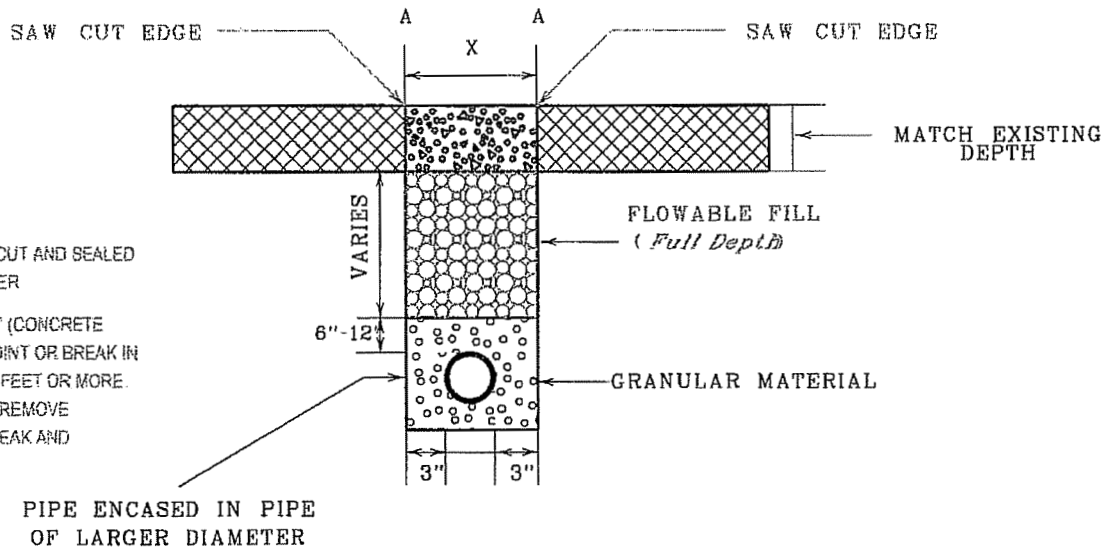
Bituminous Surfacing



NOTES:

- * SURFACE SHALL BE MILLED AND REPLACED 5 FEET PAST EDGE OF TRENCH.
- * SURFACE EDGE SHALL BE SAW CUT ON ALL REPAIRS.
- * AN APPROVED JOINT SEALER IS TO BE APPLIED BETWEEN NEW AND EXISTING PAVEMENT.

Concrete Pavement



NOTES:

- * ALL EDGES SHALL BE SAW CUT AND SEALED WITH APPROVED JOINT SEALER
- * DISTANCE FROM POINTS "A" (CONCRETE PAVEMENT) TO NEAREST JOINT OR BREAK IN PAVEMENT MUST BE SIX (6) FEET OR MORE. IF LESS THAN SIX (6) FEET, REMOVE PAVEMENT TO JOINT OR BREAK AND REPLACE ENTIRE SLAB

NOTICE OF COMPLETION OF ENCROACHMENT PERMIT WORK

Please return this form to the District Office when work is completed and ready for final inspection.

Applicant Identification

Project Identification

Name: NORTHERN KENTUCKY WATER SERVICE Permit Number: 06-0138-10

Contact Person:

County: Kenton

Address: P.O. BOX 17010

Route Number: 177

City: COVINGTON

Road Name: DECOURSEY ROAD

State: KY Zip: 41017

Milepoint: 5.946

Telephone: 606-331-3066

I wish to notify the Department of Highways that the above mentioned permit work and any necessary right of way restoration have been completed and are ready for final inspection.

Applicant

Please Return To:

Department of Highways
District 6 Covington
421 Buttermilk Pike
Covington, Ky. 41017

Attention:

James Minckley