

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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APR 10 2007

PUBLIC SERVICE
COMMISSION

In the Matter of:

**APPLICATION OF CUMBERLAND CELLULAR
PARTNERSHIP FOR ISSUANCE OF A CERTIFICATE
OF PUBLIC CONVENIENCE AND NECESSITY TO
CONSTRUCT A CELL SITE (FLAT ROCK) IN RURAL
SERVICE AREA #5 (MCCREARY) OF THE COMMONWEALTH
OF KENTUCKY**

CASE NO. 2007-00073

**APPLICATION FOR A CERTIFICATE
OF PUBLIC CONVENIENCE AND NECESSITY (FLAT ROCK)**

Cumberland Cellular Partnership ("Cumberland Cellular"), through counsel, pursuant to KRS 278.020 and 278.040, hereby submits this application for a certificate of public convenience and necessity to construct a cell site to be known as the Flat Rock cell site in and for rural service area ("RSA") #5 of the Commonwealth of Kentucky, namely the counties of Barren, Monroe, Metcalfe, Adair, Cumberland, Russell, Clinton, Wayne, McCreary and Hart, Kentucky.

1. As required by 807 KAR 5:001 Sections 8(1) and (3), and 807 KAR 5:063, Cumberland Cellular states that it is a Kentucky limited liability partnership whose full name and post office address are: Cumberland Cellular Partnership, 2902 Ring Road, Elizabethtown, Kentucky, 42701.
2. Pursuant to 807 KAR § 1 (1)(b), a copy of the applicant's applications to the Federal Aviation Administration and Kentucky Airport Zoning Commission are Exhibit "A". Written authorizations from these agencies will be supplied to the Commission upon their approval.
3. Pursuant to 807 KAR 5:063 §1(1)(d), applicant is submitting as Exhibit "B" a geotechnical investigation report, signed and sealed by a professional engineer registered in Kentucky, that includes boring logs, foundation design recommendations, and a finding as to the susceptibility of the area surrounding the proposed site to flood hazard.
4. Pursuant to 807 KAR 5:063 §1(1)(e), clear directions from the county seat to the proposed site, including highway numbers and street names, if applicable, with the telephone number of the person who prepared the directions are Exhibit "C".

5. Pursuant to 807 KAR 5:063 §1(1)(f), a copy of the lease for the property on which the tower is proposed to be located, is Exhibit "D".

6. Pursuant to 807 KAR §1(1)(g), experienced personnel will manage and operate the Flat Rock cell site. The President of Bluegrass Cellular Inc., Mr. Ron Smith, is ultimately responsible for all construction and operations of the cellular system of Cumberland Cellular, of which system the Flat Rock cell site will be a part. Bluegrass Cellular Inc. provides management services to Cumberland Cellular under a management contract, just as it does with three (3) other wireless carriers in the Commonwealth. And, Bluegrass Cellular Inc. has been providing these management services to these other wireless carriers for well over a decade. This extensive management experience with Bluegrass Cellular demonstrates that Bluegrass Cellular Inc.'s management and technical ability to supervise the operations of a wireless carrier.

7. Pursuant to 807 KAR §1(1)(g), Eastpointe Engineering Group, LLC is responsible for the design specifications of the proposed tower (identified in Exhibit "B").

8. Pursuant to 807 KAR 5:063 §1(1)(h), a site development plan or survey, signed and sealed by a professional engineer registered in Kentucky, that shows the proposed location of the tower and all easements and existing structures within 500 feet of the proposed site on the property on which the tower will be located, and all easements and existing structures within 200 feet of the access drive, including the intersection with the public street system, is Exhibit "B".

9. Pursuant to 807 KAR 5:063 §1(1)(i), a vertical profile sketch of the tower, signed and sealed by a professional engineer registered in Kentucky, indicating the height of the tower and the placement of all antennas is Exhibit "B".

10. Pursuant to 807 KAR 5:063 §1(1)(j), the tower and foundation design plans and a description of the standard according to which the tower was designed, signed and sealed by a professional engineer registered in Kentucky, is Exhibit "B".

11. Pursuant to 807 KAR 5:063 § 1 (1)(k), a map, drawn to a scale no less than one (1) inch equals 200 feet, that identifies every structure and every owner of real estate within 500 feet of the proposed tower, is Exhibit "E".

12. Pursuant to 807 KAR 5:063 § 1 (1)(l), applicant's legal counsel hereby affirms that every person who owns property within 500 feet of the proposed tower has been: (i) notified by certified mail, return receipt requested, of the proposed construction; (ii) given the commission docket number under which the application will be processed; and (iii) informed of his or her right to request intervention.

13. Pursuant to KRS 278.665(2), applicant's legal counsel hereby affirms that every person who, according to the records of the property valuation administrator, owns property contiguous to the property where the proposed cellular antenna tower will be located has been: (i) notified by certified mail, return receipt requested, of the proposed construction; (ii) given the commission docket number under which the application will be processed; and (iii) informed of his or her right to request intervention.

14. Pursuant to 807 KAR 5:063 §1(1)(m), a list of the property owners who received the notice together with copies of the certified letters sent to listed property owners, is Exhibit "F".

15. Pursuant to 807 KAR 5:063 § 1 (1)(n), applicant's legal counsel hereby affirms that the Office of the McCreary County Judge Executive has been: (i) notified by certified mail, return receipt requested, of the proposed construction; (ii) given the commission docket number under which the application will be processed; and (iii) informed of its right to request intervention.

16. Pursuant to 807 KAR 5:063 §1(1)(o), a copy of the notice sent to the McCreary County Judge Executive is Exhibit "G".

17. Pursuant to 807 KAR 5:063 § 1 (1)(p), applicant's legal counsel hereby affirms that (i) two written notices meeting subsection two (2) of this section have been posted, one in a visible location on the proposed site and one on the nearest public road; and (ii) the notices shall remain posted for at least two weeks after the application has been filed.

18. Pursuant to 807 KAR 5:063 § 1 (2)(a), applicant's legal counsel affirms that:

(a) A written notice, of durable material at least two (2) feet by four (4) feet in size, stating that "*Cumberland Cellular Partnership proposes to construct a telecommunications tower on this site,*" including the addresses and telephone numbers of the applicant and the Kentucky Public Service Commission, has been posted and shall remain in a visible location on the proposed site until final disposition of the application; and

(b) A written notice, of durable material at least two (2) feet by four (4) feet in size, stating that "*Cumberland Cellular Partnership proposes to construct a telecommunications tower near this site,*" including the addresses and telephone numbers of the applicant and the Kentucky Public Service Commission, has been posted on the public road nearest the site.

A copy of each sign is attached as Exhibit "H"

19. Pursuant to 807 KAR 5:063 § 1 (1)(q), a statement that notice of the location of the proposed construction has been published in a newspaper of general circulation in the county in which the construction is proposed.

20. Pursuant to 807 KAR 5:063 § 1(1)(r), the cell site, which has been selected, is in a relatively undeveloped area in Whitley City, Kentucky.

21. Pursuant to 807 KAR 5:063 §1(1)(s), Cumberland Cellular has considered the likely effects of the installation on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate service to the area can be provided, and that there is no reasonably available opportunity to co-locate. Cumberland Cellular has attempted to co-locate on towers designed to host multiple wireless service providers' facilities or existing structures, such as a telecommunications tower, or another suitable structure capable of supporting the utility's facilities.

22. Pursuant to 807 KAR 5:063 § 1(1)(t), a map of the area in which the tower is proposed to be located, that is drawn to scale and that clearly depicts the search area in which a site should, pursuant to radio frequency requirements, be located is Exhibit "J".

23. Pursuant to KRS 100.987(2)(a), a grid map, that is drawn to scale, that shows the location of all existing cellular antenna towers and that indicates the general position of proposed construction sites for new cellular antenna towers is Exhibit "K".

24. No reasonably available telecommunications tower, or other suitable structure capable of supporting the cellular facilities of Cumberland Cellular and which would provide adequate service to the area exists.

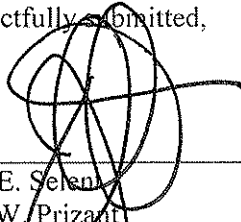
25. Correspondence and communication with regard to this application should be addressed to:

John E. Selent
Jane W. Prizant
DINSMORE & SHOHL LLP
1400 PNC Plaza
500 West Jefferson Street
Louisville, KY 40202
(502) 540-2300
(502) 585-2207
john.selent@dinslaw.com
jane.prizant@dinslaw.com

WHEREFORE, Cumberland Cellular Partnership requests the Commission to enter an order:

1. Granting a certificate of public convenience and necessity to construct the Flat Rock cell site; and
2. Granting all other relief as appropriate.

Respectfully submitted,



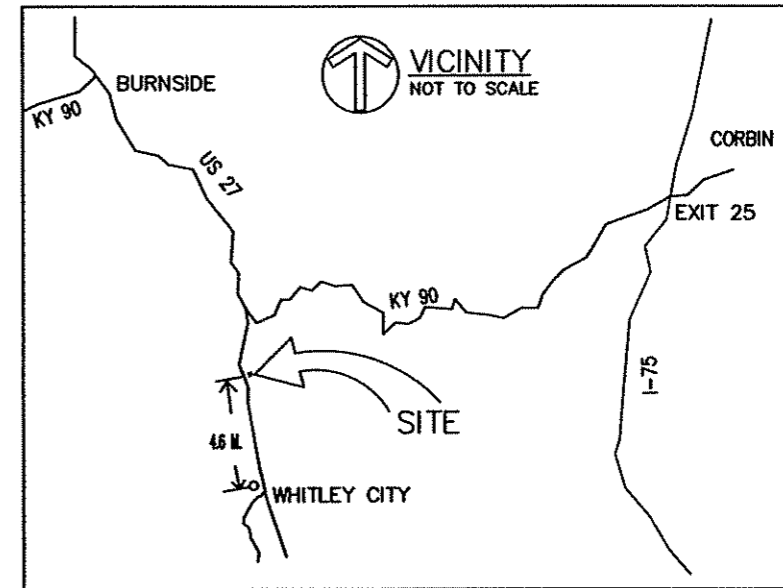
John E. Selent
Jane W. Prizant
DINSMORE & SHOHL LLP
1400 PNC Plaza
500 West Jefferson Street
Louisville, KY 40202
(502) 540-2300
(502) 540-2207
john.selent@dinslaw.com
Jane.prizant@dinslaw.com

NOTES

THE PROPERTIES SHOWN HEREON ARE BASED ON A COMBINATION OF FIELD SURVEY EVIDENCE AND PROPERTY VALUATION ADMINISTRATOR TAX MAPS AND DOES NOT REPRESENT A COMPLETE BOUNDARY SURVEY.

Drive to directions:

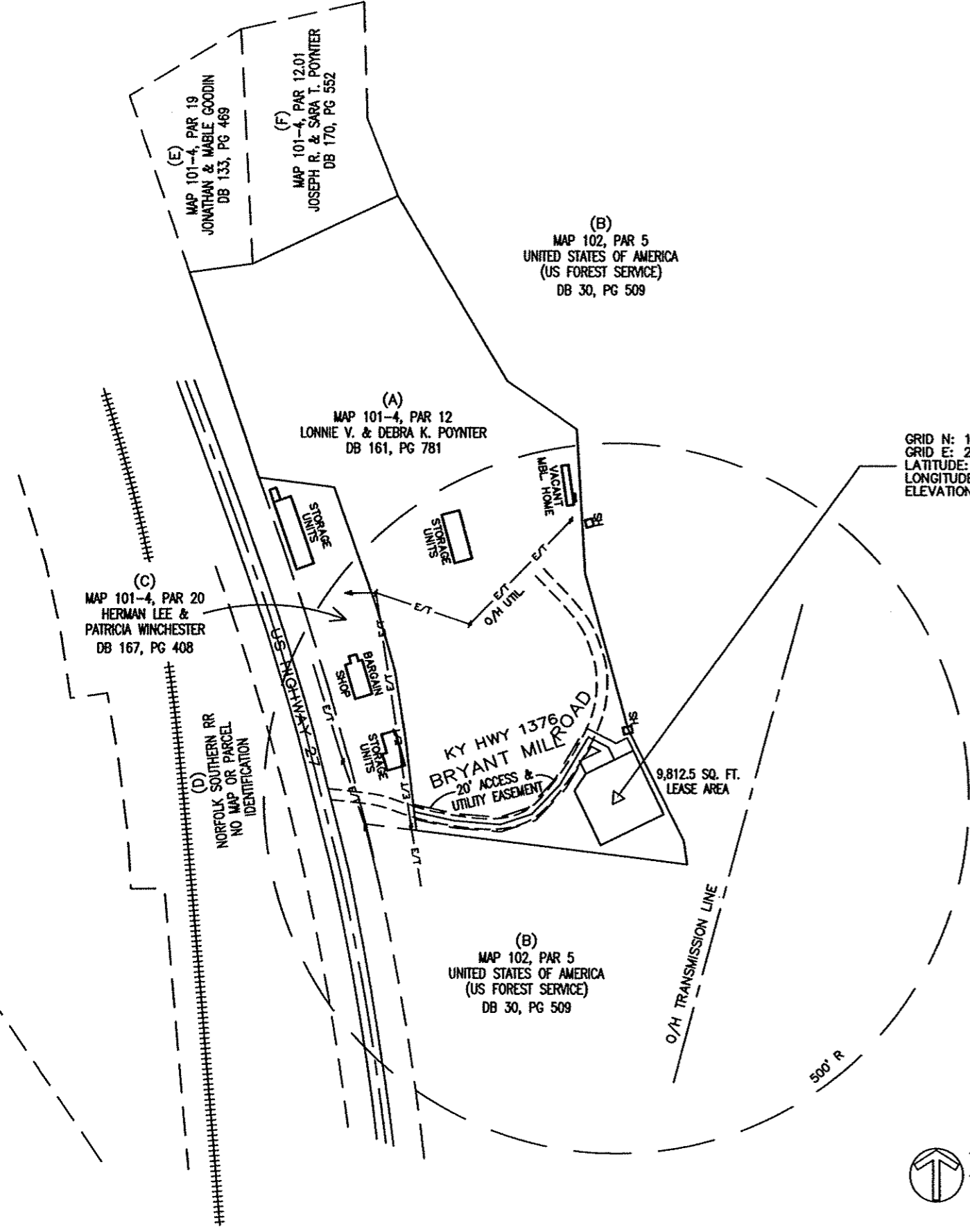
From the McCreary County courthouse in Whitley City, KY go east for 0.2 miles to US Highway 27. Turn left on US Highway 27 and go north 4.6 miles to Bryant Mill Road on the right. Turn right on Bryant Mill Road (gravel) and go 0.1 miles up hill to tower site on the right.



TIM THOMPSON
Professional Engineer
Land Surveyor **T&S**
232 Henton Court
Versailles, KY 40383
(859) 873-5252 FAX (859) 873-2525
FILE: FLAT_ROCK.DWG
DATE: JAN. 30, 2007
SHEET 1 OF 2

BLUEGRASS CELLULAR
2902 RING ROAD
ELIZABETHTOWN, KY 42701
PHONE: (270) 769-0339
FAX: (270) 737-0580

CELLULAR COMMUNICATION TOWER SITE SURVEY
BLUEGRASS CELLULAR
NAME: FLAT ROCK NO:
LONNIE V. and DEBRA K. POYNTER
PROPERTY
72 BRYANT MILL ROAD
PARKERS LAKE, MCCREARY CO., KY 42634



GRID N: 1808746.553
GRID E: 2011980.110
LATITUDE: 36°47'19.7"
LONGITUDE: 84°28'52.0"
ELEVATION 1336

LEGAL DESCRIPTION

Those tracts of land lying 4.6 miles north of Whitley City in McCreary County, Kentucky, east of US Highway 27 and southeast of Bryant Mill Road, said tracts being a portion of the Lonnie V. and Debra K. Poynter property found in Deed Book 161, Page 781 and said tracts being more fully described as follows:

ACCESS AND UTILITY EASEMENT

"A twenty foot wide strip of land the centerline of which is described as beginning at a point in the center of Bryant Mill Road approximately 135 feet east of the center of US Highway 27, said point being in the line of Herman Lee and Patricia Winchester (DB 167, PG 408) and Lonnie V. and Debra K. Poynter (DB 161, PG 781), said point being N 07° 22' 13" W 26.51 feet from a 1/2 inch steel pin found (ID 2194) in the north line of the United States of America property (US Forest Service), (DB 30, PG 509), thence from said point of beginning and with a line through the Lonnie V. and Debra K. Poynter property and the center of Bryant Mill Road (a public Road) for five calls;

- (1) S 77° 44' 03" E 58.63 feet to a point, thence
- (2) S 85° 22' 07" E 64.16 feet to a point, thence
- (3) N 71° 46' 10" E 47.00 feet to a point, thence
- (4) N 43° 27' 22" E 57.76 feet to a point and
- (5) N 30° 52' 05" E 78.55 feet to a point, thence leaving Bryant Mill Road and continuing through Poynter for two calls;

- (1) S 62° 42' 18" E 31.41 feet to a point and
- (2) S 25° 52' 12" E 20.00 feet to the ending point of the twenty foot wide access and utility easement, said point being in the north line of the Lease Area; also a strip of land twenty foot wide by 75.00 feet long lying north and adjacent to the north line of the Lease Area and subject to any and all legal easements or rights-of-way, public or private, whether of record or not."

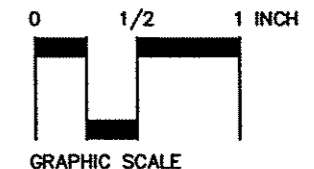
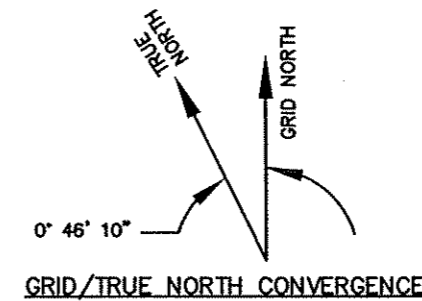
LEASE AREA

"Beginning at the ending point of the Access and Utility Easement as described above, thence continuing with a line through the Lonnie V. and Debra K. Poynter property (DB 161, PG 781) for six calls;

- (1) N 64° 07' 48" E 30.00 feet to a steel pin set, thence
- (2) S 25° 52' 12" E 100.00 feet to a steel pin set, (said point being N 37° 44' 24" W 47.40 from US Forest Service corner monument "Tract 1357b-40", thence
- (3) S 64° 07' 48" W 100.00 feet to a steel pin set, thence
- (4) N 25° 52' 12" W 85.00 feet to a steel pin set, thence
- (5) N 33° 09' 58" E 29.15 feet to a steel pin set and
- (6) N 64° 07' 48" E 45.00 feet to the point of beginning and containing 9,812.50 square feet and subject to any and all legal easements or rights-of-way, public or private, whether of record or not."

Based on a Class "A" survey performed by Tim Thompson, LS 1304 in January 2007 by the method of random traverse with an unadjusted field closure of 1 in 33,484. The traverse was not closed and balanced. The basis of bearings is KY South Grid based on GPS data collected on January 19, 2007. Steel pins set are 3/4 inch in diameter by eighteen inches long rebar with ID cap "LS 1304". Magnalls set are 1/4 inch in diameter by two inches long with ID washer "LS 1304".

PROJECT AREA and 500 FT. RADIUS MAP
SCALE: 1"=200'



LEGEND

- ⊙ SET 3/4" BY 18" STEEL REBAR WITH ID CAP # 1304
- △ 1/4" BY 2" MAG NAIL SET WITH ID WASHER # 1304
- MONUMENT FOUND (STATED)
- ▲ MAG NAIL FOUND
- R/W MARKER

SURVEYOR CERTIFICATE

Based on a Class "A" survey performed by Tim Thompson, LS 1304 in January 2007 by the method of random traverse with an unadjusted field closure of 1 in 33,484. The traverse was not closed and balanced. The basis of bearings is KY South Grid based on GPS data collected on January 19, 2007. Steel pins set are 3/4 inch in diameter by eighteen inches long rebar with ID cap "LS 1304". Magnails set are 1/4 inch in diameter by two inches long with ID washer "LS 1304".

Tim Thompson L.S. #1304 _____ Date _____

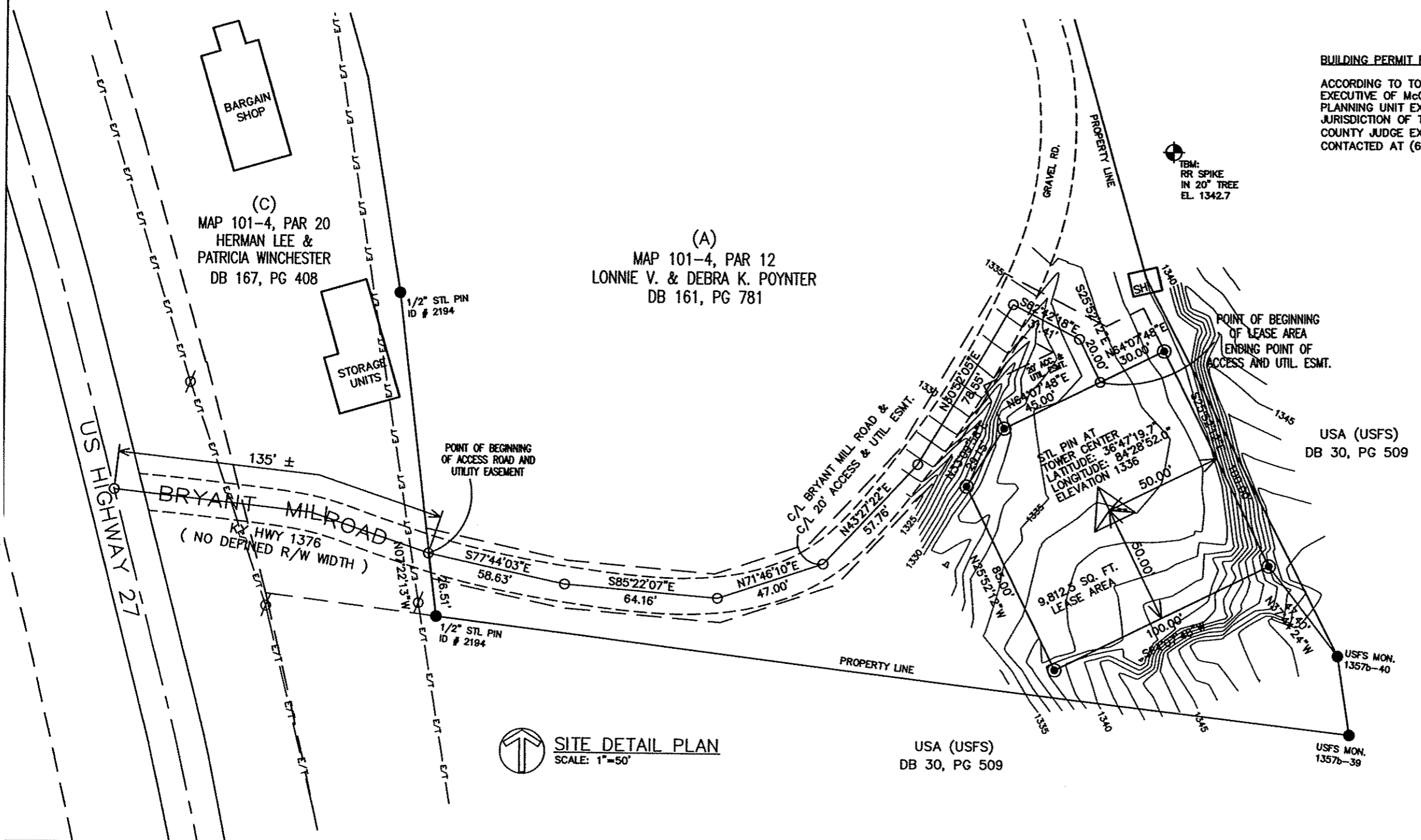
SURVEY NOTES

1. THE SURVEY DATA SHOWN HEREON IS BASED ON STATE PLANE AND GRID NORTH (KY SOUTH ZONE). CONVERGENCE TO TRUE NORTH AT THE PROPOSED TOWER CENTER AS SHOWN IS 0°46'10" WEST OF GRID NORTH.
2. LATITUDE AND LONGITUDE ARE BASED ON NAD 83
3. ELEVATIONS ARE BASED ON NAVD 88
4. A TITLE SEARCH WAS NOT PERFORMED ON THIS PROPERTY. THIS SURVEY WAS LIMITED TO FEATURES IN THE VICINITY OF THE ACCESS EASEMENT AND LEASE AREA ONLY.
5. UNDERGROUND UTILITIES MAY EXIST ON THIS SITE WHICH ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND HAVE THEM LOCATE ANY UTILITY THAT THEY MAY HAVE IN THE AREA.
6. THE PROPOSED LEASE AREA FOR THIS FACILITY DOES NOT LIE WITHIN ANY FIA FLOOD HAZARD AREA. COMMUNITY PANEL #210343 0004A, NOV. 25, 1977
7. TOWER BASE STAKED FOR 19' LEG SPREAD.

BUILDING PERMIT REGULATIONS

ACCORDING TO TONY JONES, DEPUTY COUNTY JUDGE EXECUTIVE OF McCREARY COUNTY, NO LOCAL PLANNING UNIT EXISTS, WHICH HAS GEOGRAPHICAL JURISDICTION OF THE SUBJECT CELL SITE. THE COUNTY JUDGE EXECUTIVE'S OFFICE MAY BE CONTACTED AT (606) 376-2413 FOR CONFIRMATION.

TBM:
RR SPIKE
IN 20" TREE
EL. 1342.7



SITE DETAIL PLAN
SCALE: 1"=50'

USA (USFS)
DB 30, PG 509

PROPERTY

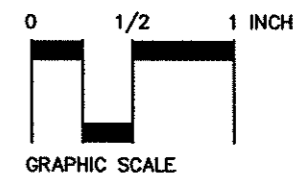
LONNIE V. & DEBRA K. POYNTER
DEED BOOK 161, PAGE 781

ELECTRIC SERVICE

SOUTH KENTUCKY RECC
(606)376-5997

TELEPHONE SERVICE

HIGHLAND TELEPHONE COOP
(606) 376-5311



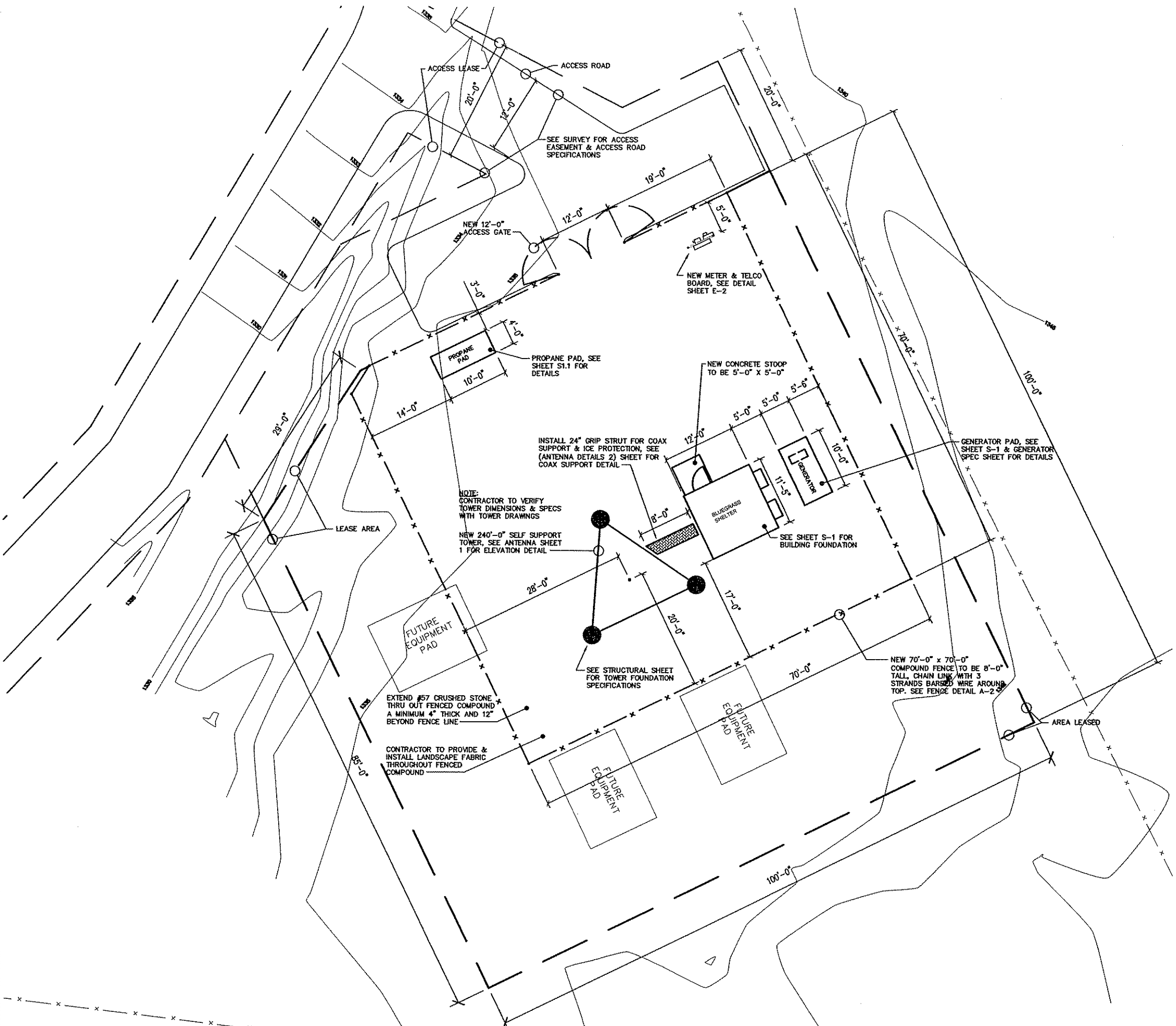
**BLUEGRASS
CELLULAR**

2902 RING ROAD
ELIZABETHTOWN, KY 42701
PHONE: (270) 769-0339
FAX: (270) 737-0580

CELLULAR COMMUNICATION TOWER SITE SURVEY
BLUEGRASS CELLULAR

NAME: FLAT ROCK NO: _____
LONNIE V. and DEBRA K. POYNTER
PROPERTY
72 BRYANT MILL ROAD
PARKERS LAKE, McCREARY CO., KY 42634

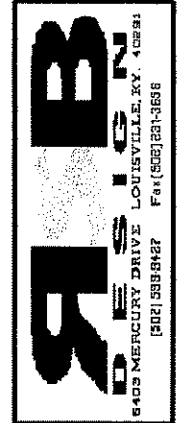
TIM THOMPSON
Professional Engineer
Land Surveyor
232 Henton Court
Versailles, KY 40383
(859) 873-5252 FAX (859) 873-2525
FILE: FLAT_ROCK.DWG
DATE: JAN. 30, 2007
SHEET 2 OF 2



GENERAL NOTES:

- 1) EQUIPMENT PICK-UP AND DELIVERY TO SITE FROM BLUEGRASS CELLULAR STAGING FACILITY TO BE THE CONTRACTORS RESPONSIBILITY, INCLUDING CRANE SET, AND ALL COST INCURRED.
- 2) FOR, BUILDING AND ALL CONCRETE PAD DETAILS REFER TO STRUCTURALS AND SHEET S1.1
- 3) ALL CONCRETE TO HAVE SPECIFIED COATED SEALANT PER STRUCTURAL RECOMMENDATIONS.
- 4) ANY DAMAGE DUE TO CONSTRUCTION, TO BE REPAIRED OR REPLACED TO ORIGINAL CONDITION. (SUBJECT TO BLUEGRASS CELLULAR'S APPROVAL).
- 5) ANY DAMAGE OF NATURAL SURROUNDINGS, INCLUDING BUT NOT LIMITED TO, GRASS, TREES, LANDSCAPING, ETC.. TO BE REPAIRED OR REPLACED TO ORIGINAL CONDITION AT BLUEGRASS CELLULAR'S APPROVAL.
- 6) ROADWAYS TO BE GRADED SMOOTH AND EVEN, REMOVING ALL POTHOLES. ROADS TO HAVE PROPER DRAINAGE AND RUNOFF PER BLUEGRASS CELLULAR'S APPROVAL.
- 7) ANY RELOCATION OF EXISTING UTILITIES TO BE DONE IN ACCORDANCE WITH LOCAL CODES AND RECOMMENDATIONS, CONSULTING ALL UTILITY COMPANIES INVOLVED FOR APPROVAL AND SPECIFICATIONS REQUIRED.
- 8) FOR GRADING DETAILS, SEE GENERAL NOTESHEET
- 9) CONTRACTOR TO FIELD VERIFY ALL TOWER DIMENSIONS WITH TOWER MANUFACTURER PRIOR TO JOB BIDDING OR START OF ANY CONSTRUCTION
- 10) CONTRACTOR RESPONSIBLE FOR APPLYING FOR SERVICE TO SITE AND PAYING ANY FEES REQUIRED FOR PERMITS, HOOKUP, ETC..

SITE PLAN
SCALE: 1/8" = 1'-0"

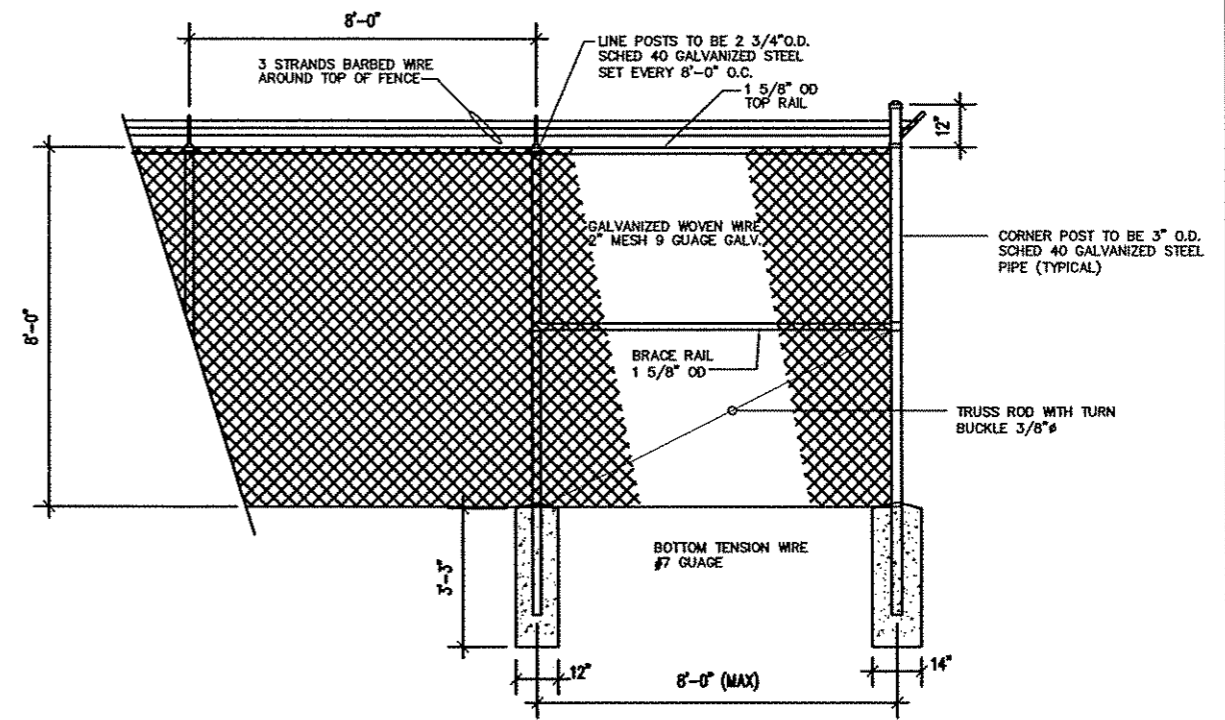
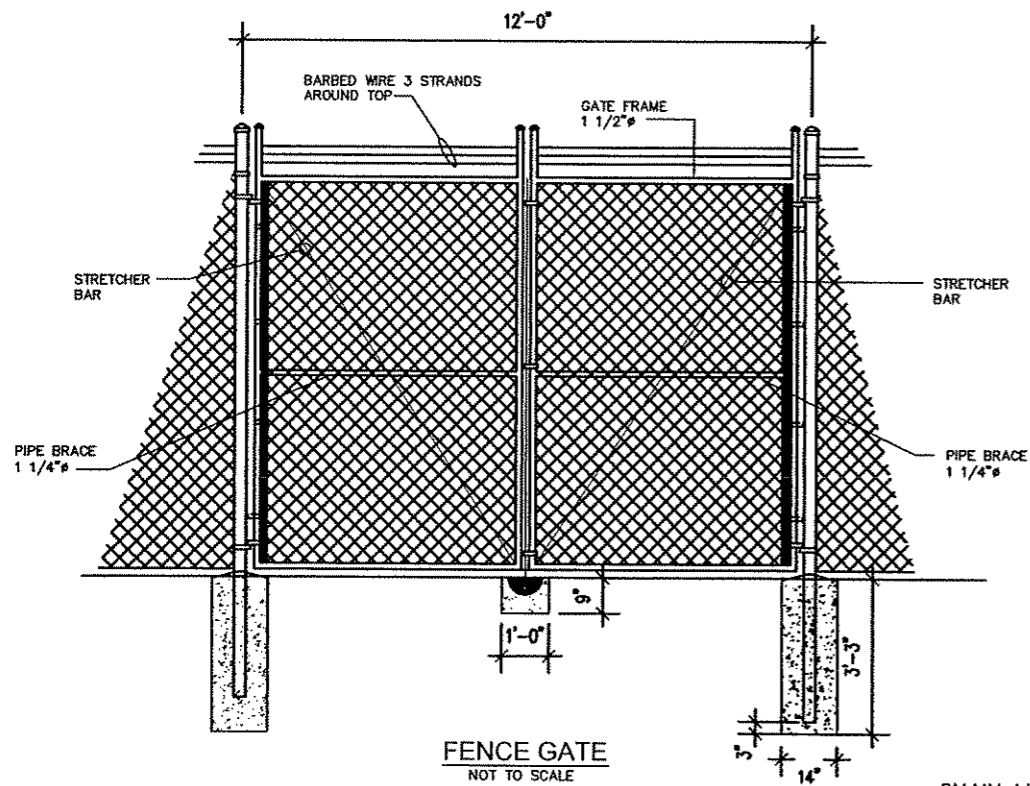


NO.	DATE	REVISION

BLUEGRASS CELLULAR, INC.
STANDARD CELLULAR SITE
FLAT ROCK
72 BRYANT MILL RD. WHITLEY CITY, KY. 42653

DRAWN BY: R. BECKER	ISSUE DATE: 1-31-07	SCALE: LISTED
SHEET NUMBER		

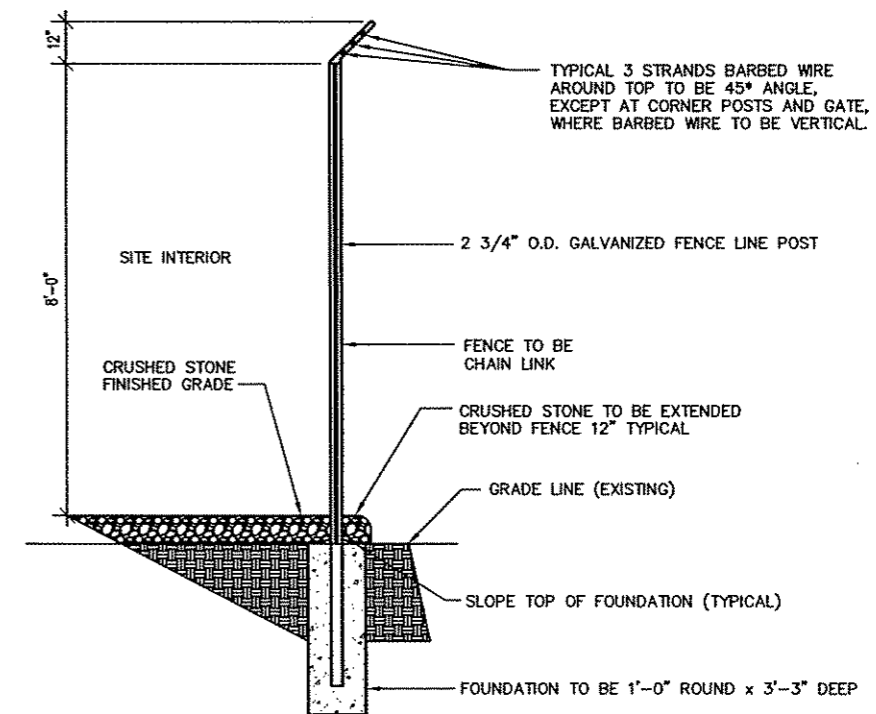
A-1



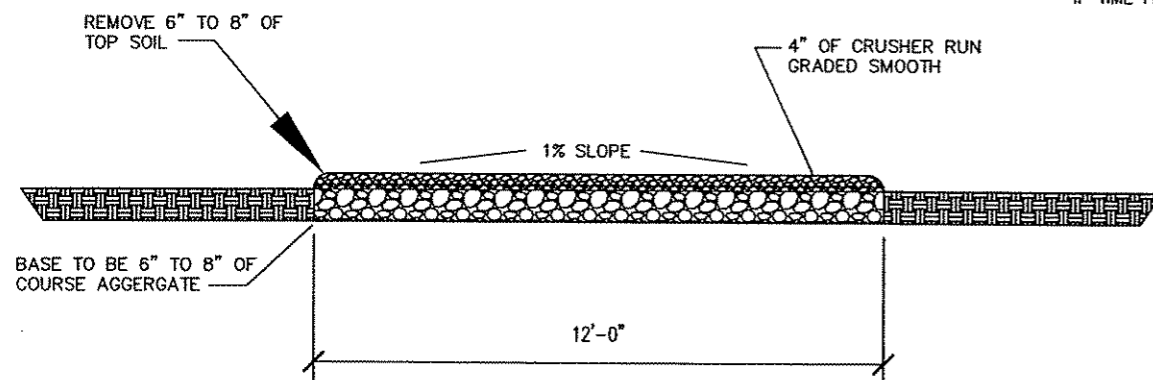
CHAIN LINK FENCING NOTES:

- 1 **FABRIC:** THE FABRIC SHALL BE COMPOSED OF INDIVIDUAL HOT DIP GALVANIZED WIRE PICKETS HELICALLY WOUND AND INTERWOVEN FROM NO.9 W & M GAUGE COPPER BEARING STEEL WIRE TO FORM A CONTINUOUS CHAIN LINK FABRIC HAVING A 2" MESH. TOP EDGES SHALL HAVE A TWISTED AND BARBED
- 2 **POSTS:** SHALL BE 2 3/4" O.D. SS 40 PIPE HOT GALVANIZED. THESE POSTS SHALL BE SPACED APPROXIMATELY 8'-0" ON CENTERS AND SET FULL 3"-3" IN BELL - SHAPED CONCRETE FOOTING, CROWNED AT TOP TO SHED WATER.
- 3 **TOP RAIL:** SHALL BE 1 5/8" O.C. STANDARD PIPE HOT GALVANIZED AND SHALL BE FURNISHED IN RANDOM LENGTHS AVERAGING NOT LESS THAN 20".
- 4 **FABRIC TIES:** FOR ATTACHING FABRIC TO LINE POST, TOP RAIL OR TOP WIRE, SHALL BE ALUMINUM STRIP OF WIRE OF APPROVED GAUGE AND DESIGN. USED ON TOP OF RAIL EVERY 24" AND ONE POST EVERY 12".
- 5 **EXTENSION ARMS:** CAST STEEL GALVANIZED TO ACCOMMODATE 3 STRANDS OF BARB WIRE, SINGLE ARM SLOPED TO 45°, AND VERTICAL ON TOP OF SWING GATES.
- 6 **BARBED WIRE (STEEL):** ASTM A121 GALVANIZED STEEL, 12 GAUGE THICK WIRE, 3 STRANDS 4 POINTS AT 3" O.C.
- 7 **SWING GATE POSTS:** SHALL BE 3" O.C. STANDARD HOT GALVANIZED, WEIGHING 5.79 LBS. PER FOOT.
- 8 **GATES: (g) SWING GATES:** 2" O.C. STANDARD PIPE WITH INTERNAL BRACING OF 1 5/8" O.D. STANDARD PIPE; WELDED AT ALL JOINTS TO PROVIDE RIGID WATERTIGHT CONSTRUCTION. FABRIC SAME AS FENCE.
- 9 **FENCE TO BE 100% ERECTED WITHIN TEN(10) DAYS OF COMPLETION OF CONSTRUCTION, IF TIME FRAME CANNOT BE MET, PLEASE NOTIFY PROJECT MANAGER.**

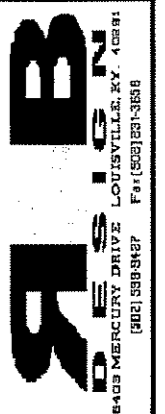
FENCE DETAIL END POLES
NOT TO SCALE



FENCE DETAIL LINE POLES
NOT TO SCALE



ROAD DETAIL
NOT TO SCALE



BLUEGRASS CELLULAR, INC.
STANDARD CELLULAR SITE
FLAT ROCK
72 BRYANT MILL RD., WHITLEY CITY, KY. 42653
LOUISVILLE, KY. 40241
FAX: (502) 331-3558

NO.	DATE	REVISION

BLUEGRASS CELLULAR, INC.
STANDARD CELLULAR SITE
FLAT ROCK
72 BRYANT MILL RD., WHITLEY CITY, KY. 42653

DRAWN BY: R. BECKER
ISSUE DATE: 1-31-07
SCALE: LISTED

SHEET NUMBER
A-2

BLUEGRASS CELLULAR GENERAL NOTES & ANTENNA SPECS

ALL LINES AND ANTENNAS TO BE PROPERLY MOUNTED TO TOWER OR STRUCTURE PER BLUEGRASS CELLULAR SPECIFICATIONS.

ALL GROUND BARS TO BE INSTALLED AND CAD WELDED TO GROUND FIELD (WHERE REQUIRED)

ALL LINES TO BE GROUNDED AT THE TOP AND BASE OF STRUCTURE OR TOWER.

ALL LINES TO BE GROUNDED AT ENTRANCE OF SHELTER BEFORE WAVE GUIDE PORTS. (EXTERIOR OF BUILDING)

LINES ARE TO BE SECURED TO ICE BRIDGE

WAVE-GUIDE BOOTS ARE TO BE INSTALLED ON ALL LINES (BOTH INSIDE AND OUTSIDE)

ALL COAX CONNECTIONS ARE TO BE WEATHER PROOFED.

INVENTORY OF ALL MATERIAL IS TO BE DONE PRIOR TO INSTALLATION BY CONTRACTOR. (LIST WILL BE PROVIDED)

ALL TRASH AND REFUGE IS TO BE PROPERLY DISPOSED OF.

CONTRACTOR TO EXTEND HARDLINES INTO BUILDING 12" & INSTALL POLYPHASERS, PER INSTRUCTION OF PROJECT MANAGER.

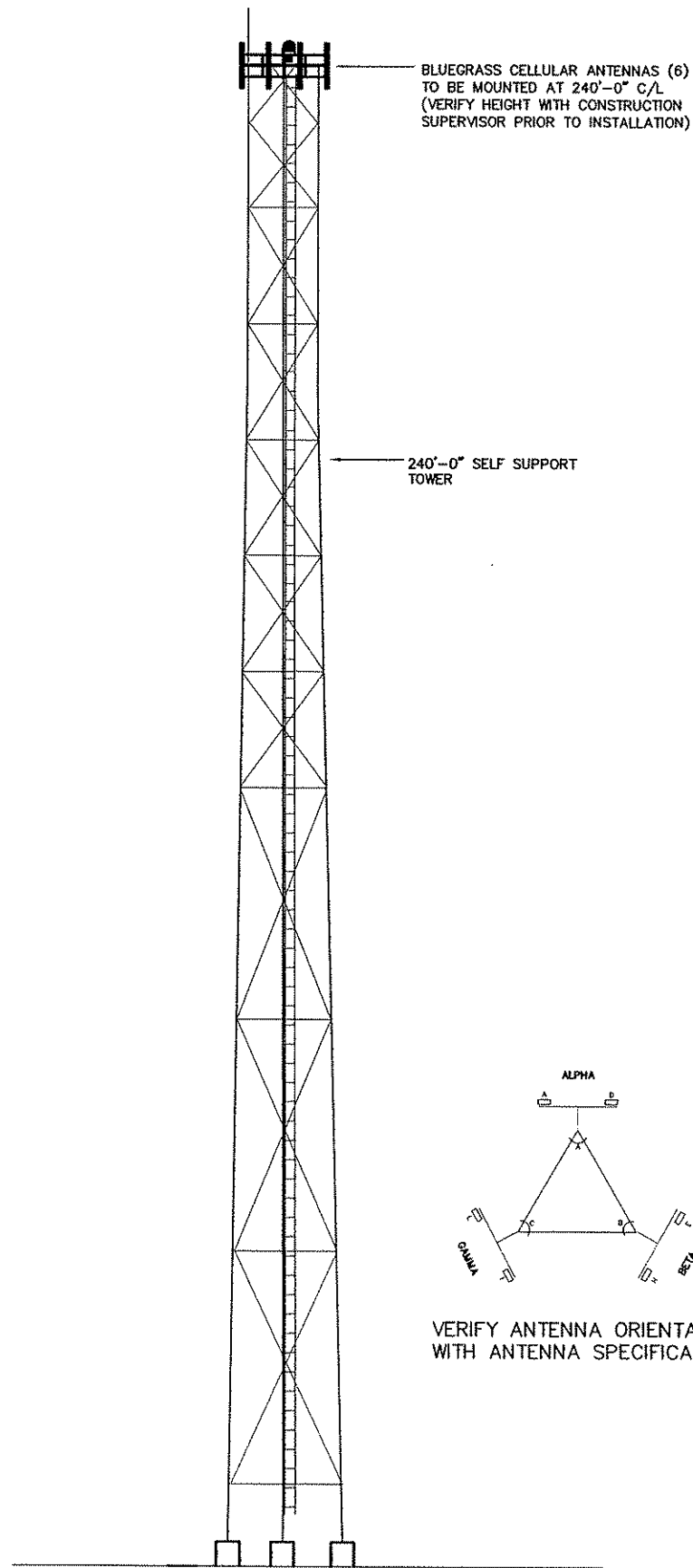
CONTRACTORS TO SUPPLY POLYPHASERS OR LIKE UNITS TO BE INSTALLED AND GROUNDED TO GROUND BAR INSIDE BUILDING AT WAVE GUIDE ENTRANCE. GO TO SUPPLY GROUND CABLE & LUGS.

GENERAL CONTRACTOR TO MOUNT ANTENNA MOUNTS AT TOP OF STRUCTURE OR TOWER BY BLUEGRASS CELLULAR SPECIFICATIONS.

ICE BRIDGE TO BE SUPPLIED AND INSTALLED BY GENERAL CONTRACTOR. (Additional Ice Bridge if needed)

TRAPEZE KIT TO BE SUPPLIED AND INSTALLED BY GENERAL CONTRACTOR.

CONTRACTOR TO INSTALL GPS BRACKET



SELF SUPPORT TOWER ELEVATION (TYPICAL)

TOWER HEIGHT & TYPE

240'-0" SELF SUPPORT TOWER

ANTENNA SPECS

	TYPE	SIZE L x W x D	NUMBER	AZIMUTH	MOUNTING HEIGHT
ANTENNA (PRIMARY)	AP13-880-850D ADT-XP	L=78.6 W=10.3 D=4.6	6	10*, 170*, 270*	240'-0" C/L <small>VERIFY WITH CONSTRUCTION SUPERVISOR</small>
ANTENNA (SECONDARY)					

ANTENNA MOUNTING HARDWARE SPECS

	TYPE	SIZE	NUMBER
MOUNT (PRIMARY)	TRI-SECTOR MOUNT		3
MOUNT (SECONDARY)			

ANTENNA TRANSMISSION LINES SPECS

	TYPE	SIZE	NUMBER
TRANSMISSION LINE (PRIMARY)	ANDREW	1-5/8"	6
TRANSMISSION LINE (SECONDARY)			

DISH SPECS

	MICROWAVE/DONOR	SIZE	NUMBER	AZIMUTH	MOUNTING HEIGHT
DISH #1					
DISH #2					

DISH MOUNT SPECS

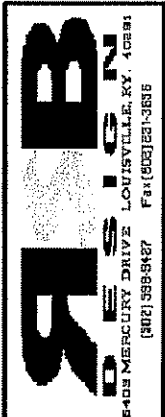
	TYPE	SIZE	NUMBER
MOUNT #1			
MOUNT #2			

DISH TRANSMISSION LINES

	TYPE	SIZE	NUMBER
TRANSMISSION LINE #1			
TRANSMISSION LINE #2			

ANTENNA SYNOPSIS

- * ANTENNAS TO HAVE A 3*E X,Y,Z
- * ANTENNA FREQUENCY 880.00 - 890.00

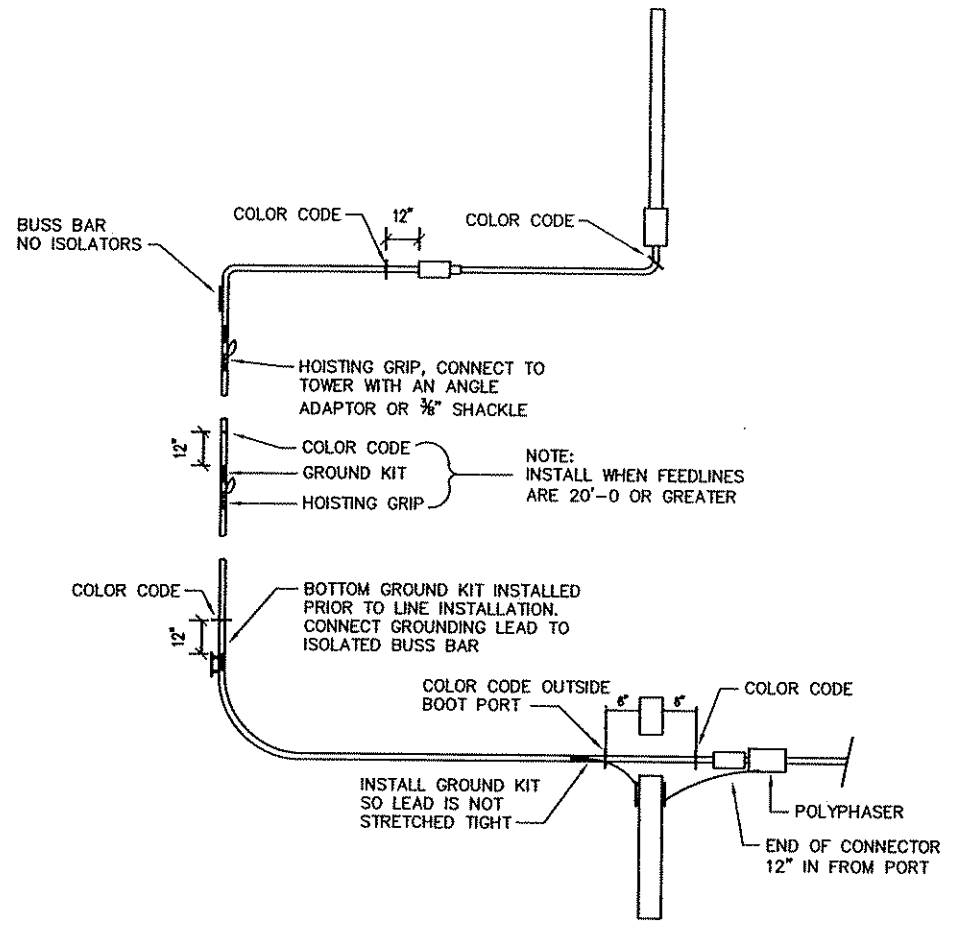


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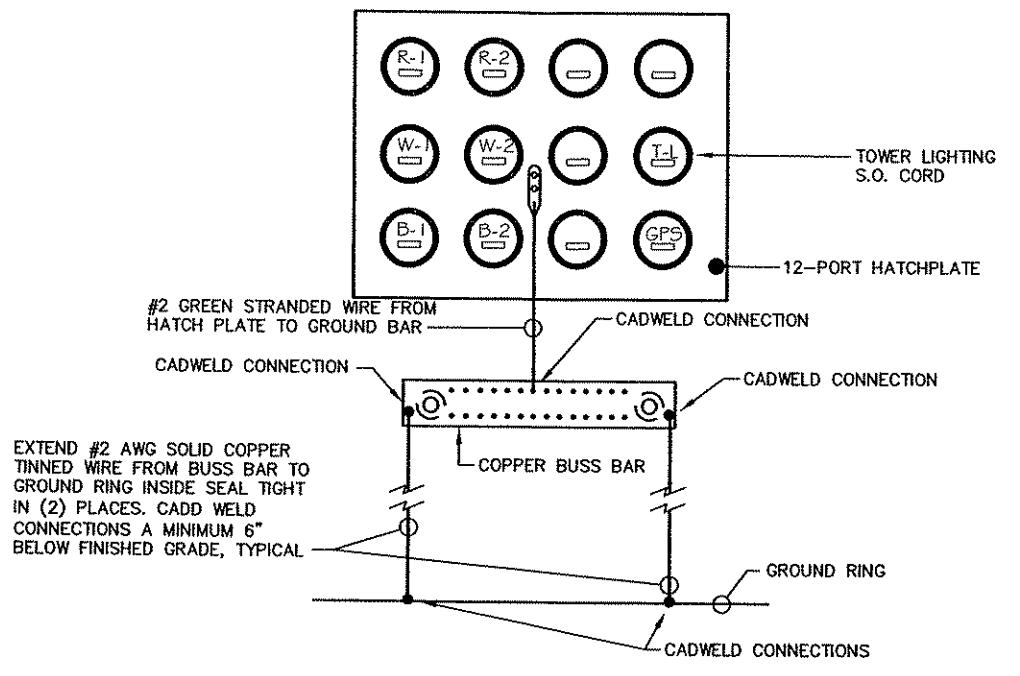
BLUEGRASS CELLULAR, INC.
STANDARD CELLULAR SITE
FLAT ROCK
72 BRYANT MILL RD. WHITLEY CITY, KY. 42653

DRAWN BY: R. BECKER
ISSUE DATE: 1-31-07
SCALE: LISTED

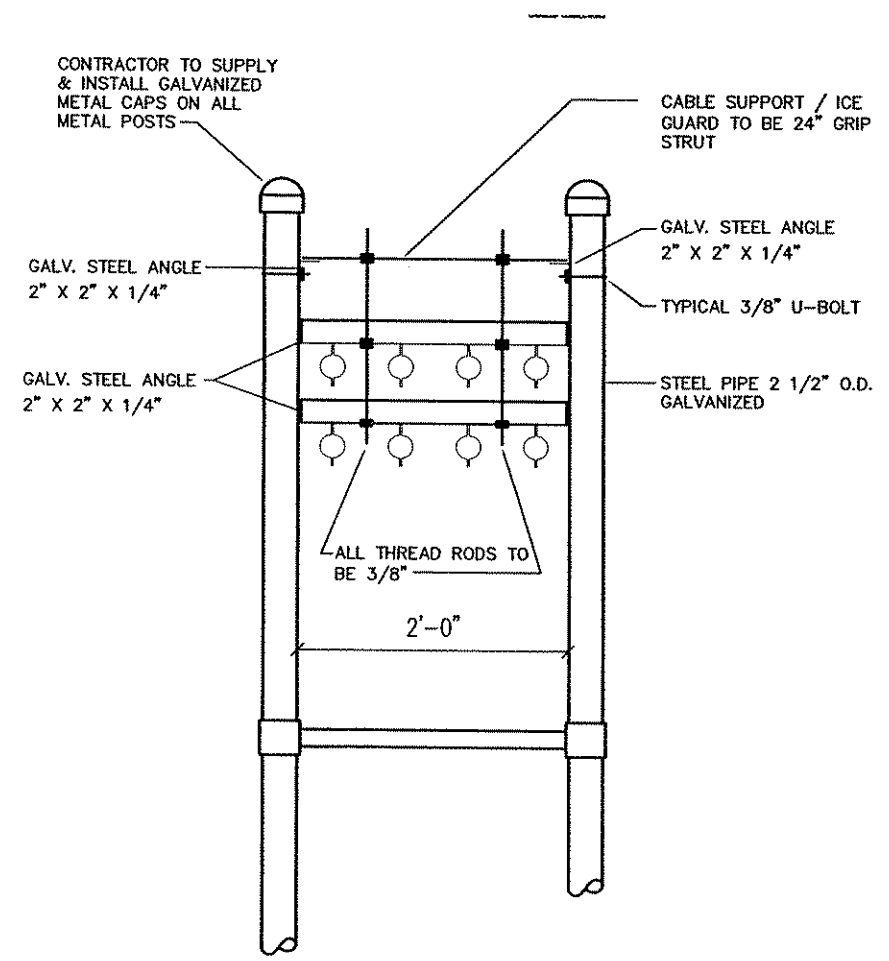
SHEET NUMBER
ANTENNA DETAILS
1



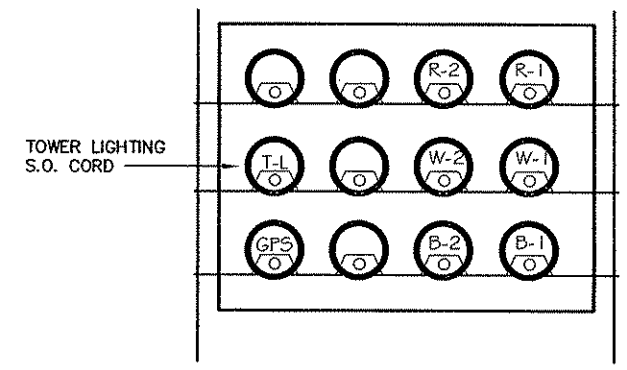
COLOR CODING DETAIL
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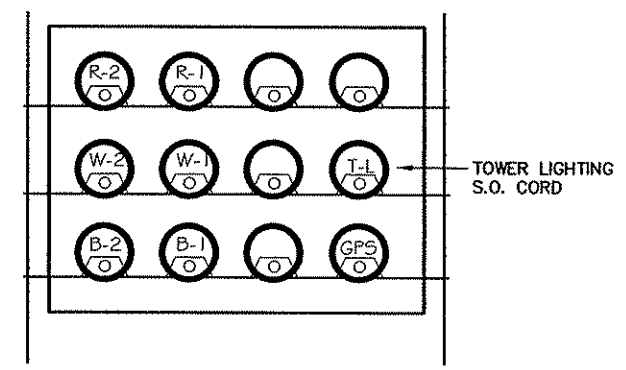
BOOT PORT GROUNDING DETAIL
NO SCALE



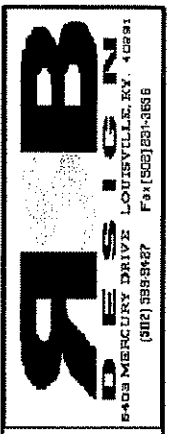
ICE BRIDGE / COAX SUPPORT DETAIL
NO SCALE



COAX ENTRY DETAIL POWER SIDE
(VIEW FROM INSIDE SHELTER)
NO SCALE



COAX ENTRY DETAIL A/C SIDE
(VIEW FROM INSIDE SHELTER)
NO SCALE

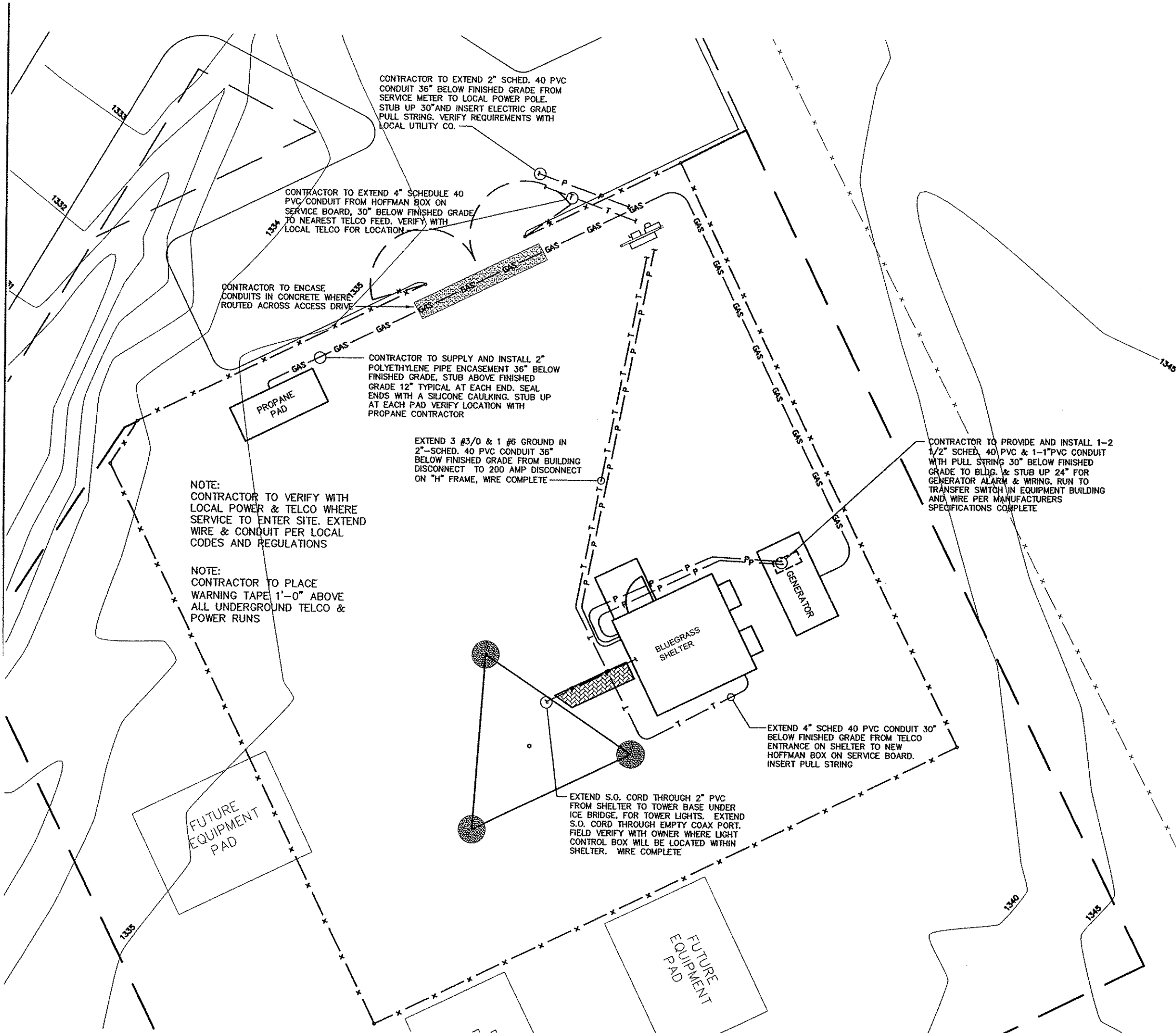


NO.	DATE	REVISION

BLUEGRASS CELLULAR, INC.
STANDARD CELLULAR SITE
FLAT ROCK
72 BRYANT MILL RD. WHITLEY CITY, KY. 42653

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SHEET NUMBER
ANTENNA DETAILS
2



CONTRACTOR TO EXTEND 2" SCHED. 40 PVC CONDUIT 36" BELOW FINISHED GRADE FROM SERVICE METER TO LOCAL POWER POLE. STUB UP 30" AND INSERT ELECTRIC GRADE PULL STRING. VERIFY REQUIREMENTS WITH LOCAL UTILITY CO.

CONTRACTOR TO EXTEND 4" SCHEDULE 40 PVC/CONDUIT FROM HOFFMAN BOX ON SERVICE BOARD, 30" BELOW FINISHED GRADE TO NEAREST TELCO FEED. VERIFY WITH LOCAL TELCO FOR LOCATION.

CONTRACTOR TO ENCASE CONDUITS IN CONCRETE WHERE ROUTED ACROSS ACCESS DRIVE

CONTRACTOR TO SUPPLY AND INSTALL 2" POLYETHYLENE PIPE ENCASEMENT 36" BELOW FINISHED GRADE, STUB ABOVE FINISHED GRADE 12" TYPICAL AT EACH END. SEAL ENDS WITH A SILICONE CAULKING. STUB UP AT EACH PAD VERIFY LOCATION WITH PROPANE CONTRACTOR

EXTEND 3 #3/0 & 1 #6 GROUND IN 2"-SCHED. 40 PVC CONDUIT 36" BELOW FINISHED GRADE FROM BUILDING DISCONNECT TO 200 AMP DISCONNECT ON "H" FRAME, WIRE COMPLETE

CONTRACTOR TO PROVIDE AND INSTALL 1-2 1/2" SCHED. 40 PVC & 1-1" PVC CONDUIT WITH PULL STRING 30" BELOW FINISHED GRADE TO BLDG. & STUB UP 24" FOR GENERATOR ALARM & WIRING. RUN TO TRANSFER SWITCH IN EQUIPMENT BUILDING AND WIRE PER MANUFACTURERS SPECIFICATIONS COMPLETE

NOTE: CONTRACTOR TO VERIFY WITH LOCAL POWER & TELCO WHERE SERVICE TO ENTER SITE. EXTEND WIRE & CONDUIT PER LOCAL CODES AND REGULATIONS

NOTE: CONTRACTOR TO PLACE WARNING TAPE 1'-0" ABOVE ALL UNDERGROUND TELCO & POWER RUNS

EXTEND 4" SCHED 40 PVC CONDUIT 30" BELOW FINISHED GRADE FROM TELCO ENTRANCE ON SHELTER TO NEW HOFFMAN BOX ON SERVICE BOARD. INSERT PULL STRING

EXTEND S.O. CORD THROUGH 2" PVC FROM SHELTER TO TOWER BASE UNDER ICE BRIDGE, FOR TOWER LIGHTS. EXTEND S.O. CORD THROUGH EMPTY COAX PORT. FIELD VERIFY WITH OWNER WHERE LIGHT CONTROL BOX WILL BE LOCATED WITHIN SHELTER. WIRE COMPLETE

GENERAL ELECTRICAL NOTES:

- 1) CONTRACTOR RESPONSIBLE FOR MAKING ALL ARRANGEMENTS WITH THE LOCAL UTILITIES FOR SERVICE AND FEE PAYMENTS REQUIRED TO OBTAIN SERVICE.
- 2) CONTRACTOR RESPONSIBLE FOR MAKING ALL ARRANGEMENTS WITH THE LOCAL TELEPHONE COMPANY FOR SERVICE AND FEE PAYMENTS REQUIRED TO OBTAIN SERVICE.
- 3) GROUND RING TO BE CONTAINED WITH IN THE COMPOUNDS FENCED AREA.
- 4) FENCE TO BE GROUNDED FROM GROUND RING TO ALL CORNER POST & GATES. SPACE FENCE GROUNDING APPROXIMATELY 20'-0" O/C. (CADD WELD ALL CONNECTIONS)
- 5) ALL GROUND RING CONNECTIONS TO BE AS CLOSE AS POSSIBLE, SHARP BENDS WILL NOT BE PERMITTED AS WELL AS "T" CONNECTIONS. ALL CONNECTIONS TO HAVE A SWEEPING RADIUS OF 8" MINIMUM. GROUNDING CONFIGURATION TO BE IN PARALLEL.
- 6) CONTACT POINTS FOR GROUNDING TO BE CLEANED OF ANY RUST, PAINT, DIRT, ETC. TO CREATE A GOOD BOND FOR CONDUCTOR. AREA THAT HAS BEEN CLEANED TO BE RESEALED TO PREVENT RUSTING.
- 7) PROPERLY GROUND ANY EXPOSED METAL THAT MAY EXIST ON EXTERIOR OF EQUIPMENT SHELTER OR CABINET.
- 8) WHERE GROUND CONDUCTORS REQUIRE MECHANICAL BONDING, STAINLESS STEEL CONNECTORS ARE REQUIRED AT EACH CONNECTING POINT USING LOCK WASHERS.
- 9) CONTRACTOR RESPONSIBLE FOR SEEING THAT UTILITY PERSONNEL MAKE FINAL CONNECTIONS, MAKING SURE THE TOWER ALARM IS CONNECTED AND WORKING. A TELEPHONE NUMBER FOR THE ALARM MUST BE SUPPLIED.
- 10) CONTRACTOR RESPONSIBLE FOR MEG TESTING THE SITE AND SUPPLYING OWNER WITH FINAL READINGS IN OWNERS SPECIFICATIONS.

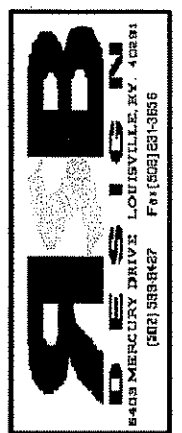
NOTE: CONTRACTOR TO PROVIDE WARNING TAPE IN TRENCHES FOR ALL POWER AND TELCO RUNS UNDER GROUND. TAPE TO BE INSTALLED 1'-0" ABOVE CONDUIT RUNS.

SYMBOLS LEGEND

—P—	POWER
—G—	GAS
—T—	TELEPHONE
—X—	FENCE
⊞	SWITCH (DISCONNECT)
⊞	METER PACK

SITE PLAN- ELECTRICAL

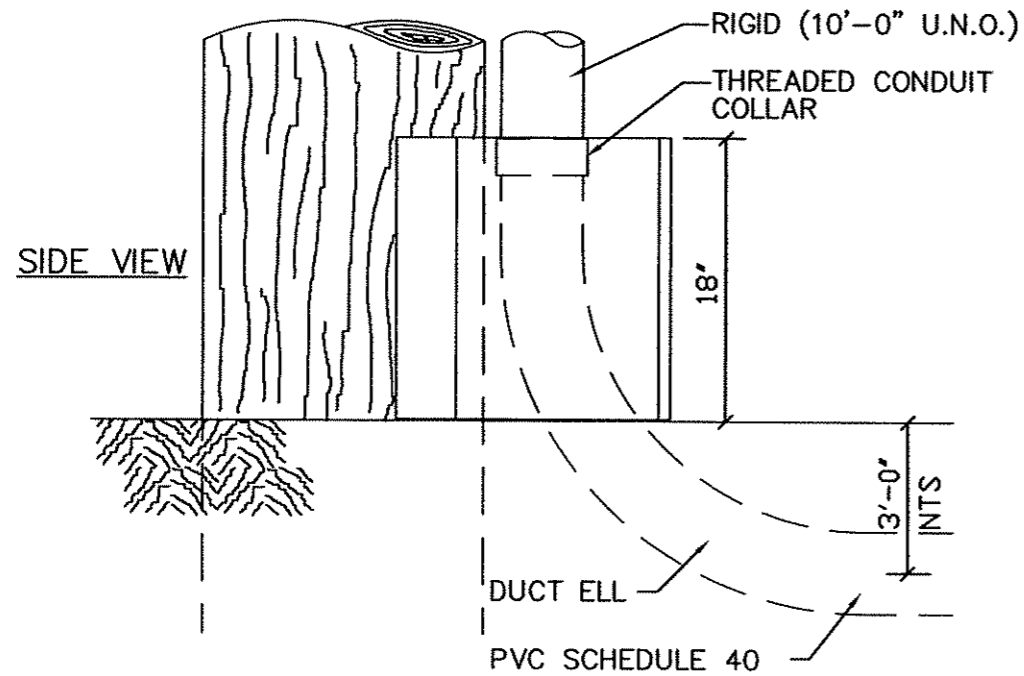
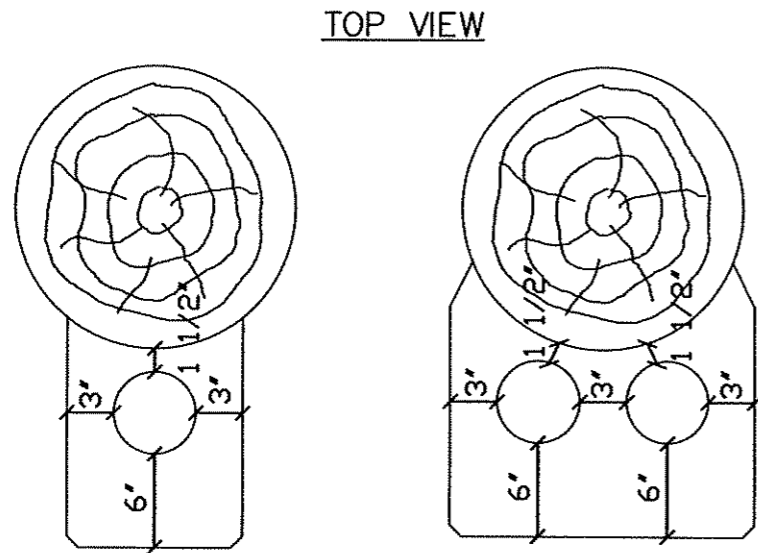
SCALE: 3/32" = 1'-0"



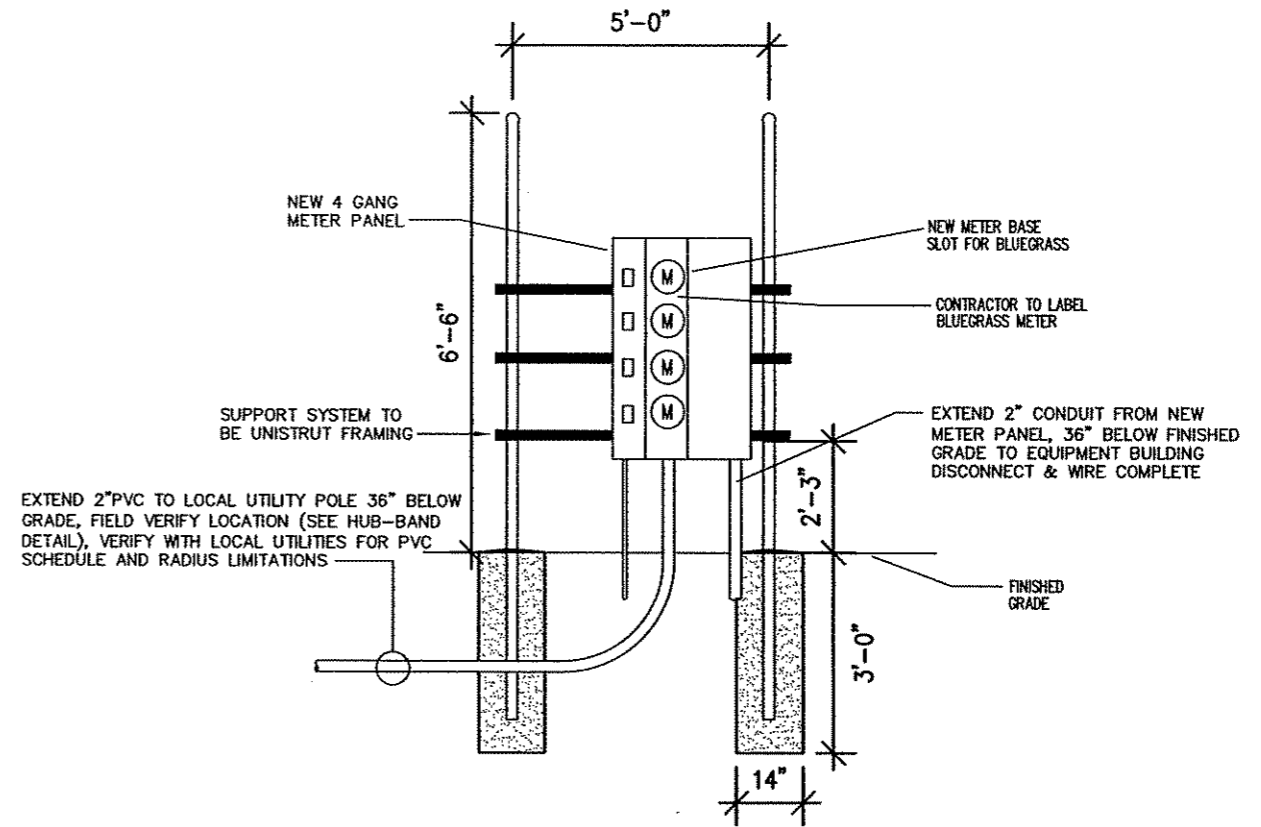
NO.	DATE	REVISION

BLUEGRASS CELLULAR, INC.
STANDARD CELLULAR SITE
FLAT ROCK
 72 BRYANT MILL RD., WHITLEY CITY, KY. 42653

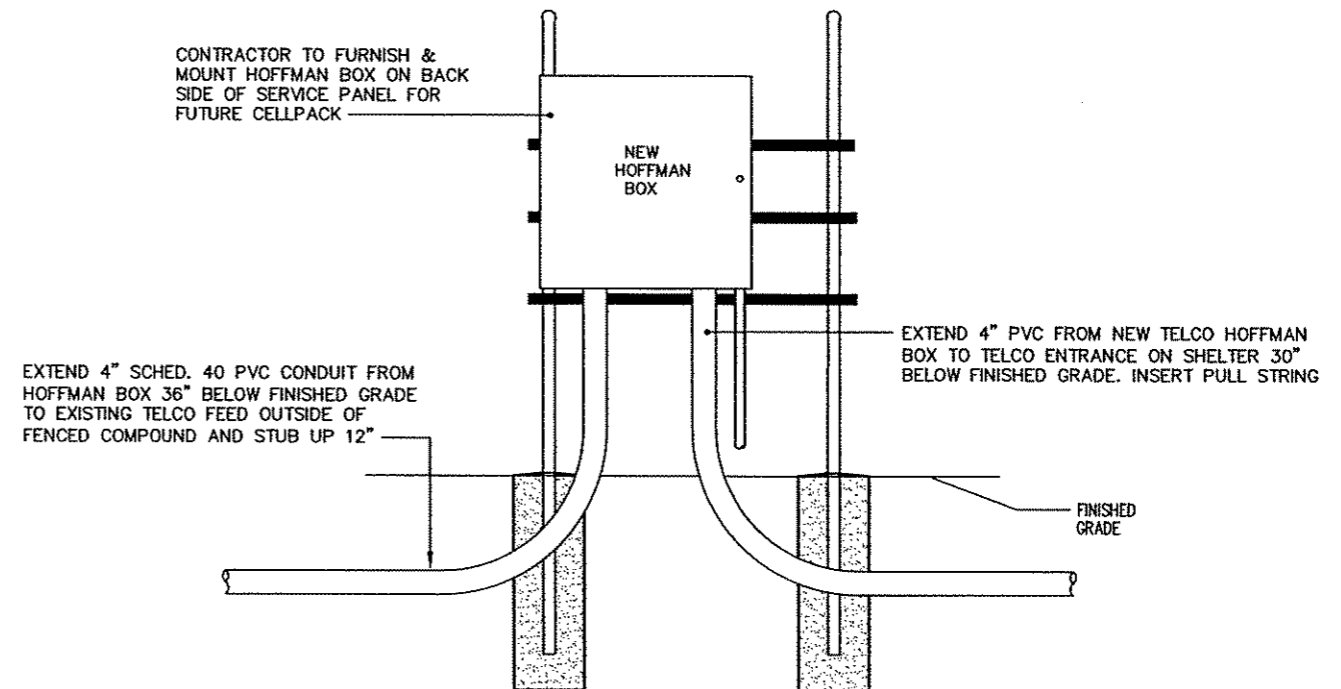
DRAWN BY: R. BECKER	ISSUE DATE: 1-31-07	SCALE: LISTED
SHEET NUMBER E-1		



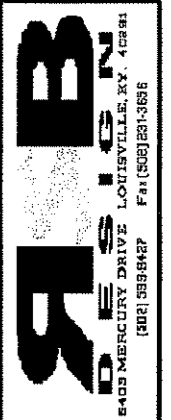
HUB-BAND DETAIL
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SERVICE BOARD DETAIL
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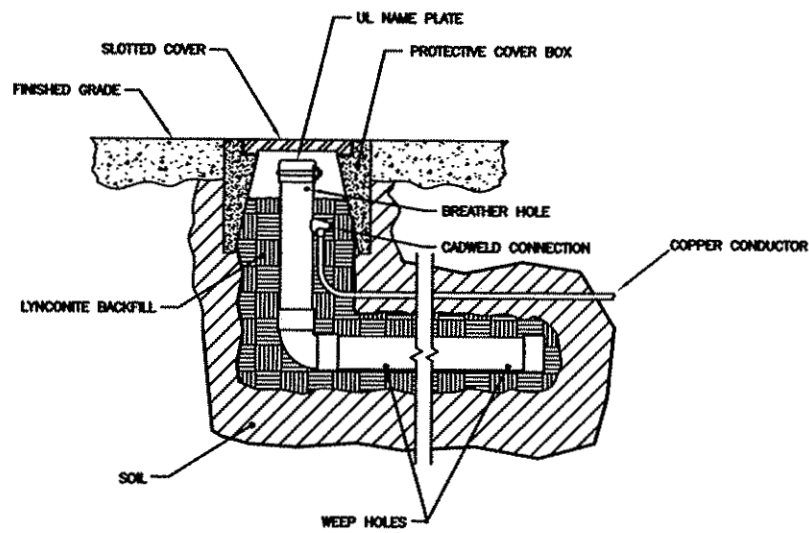
BACKBOARD DETAIL
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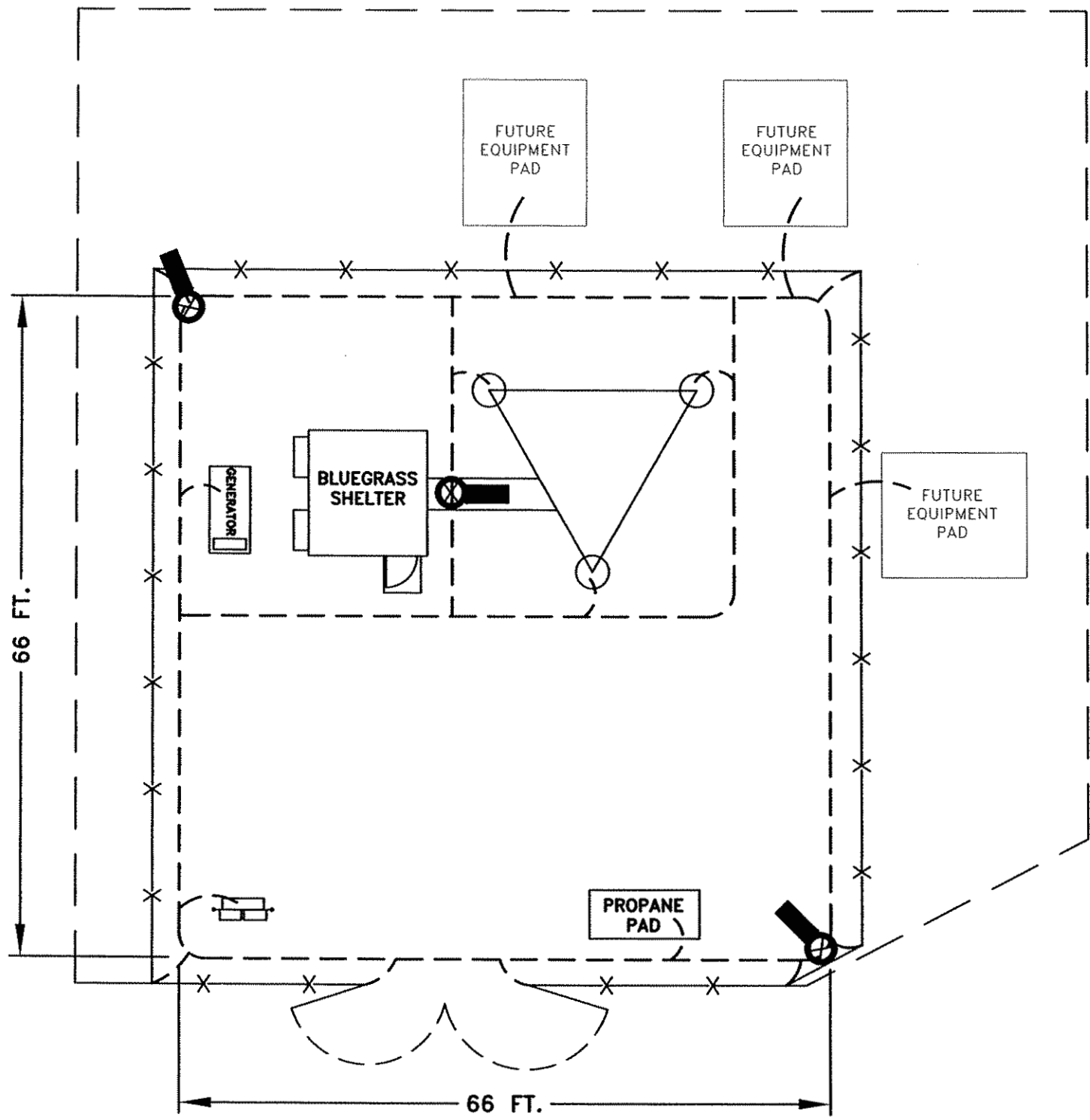
NO.	DATE	REVISION

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STANDARD CELLULAR SITE
FLAT ROCK
 72 BRYANT MILL RD., WHITLEY CITY, KY. 42653


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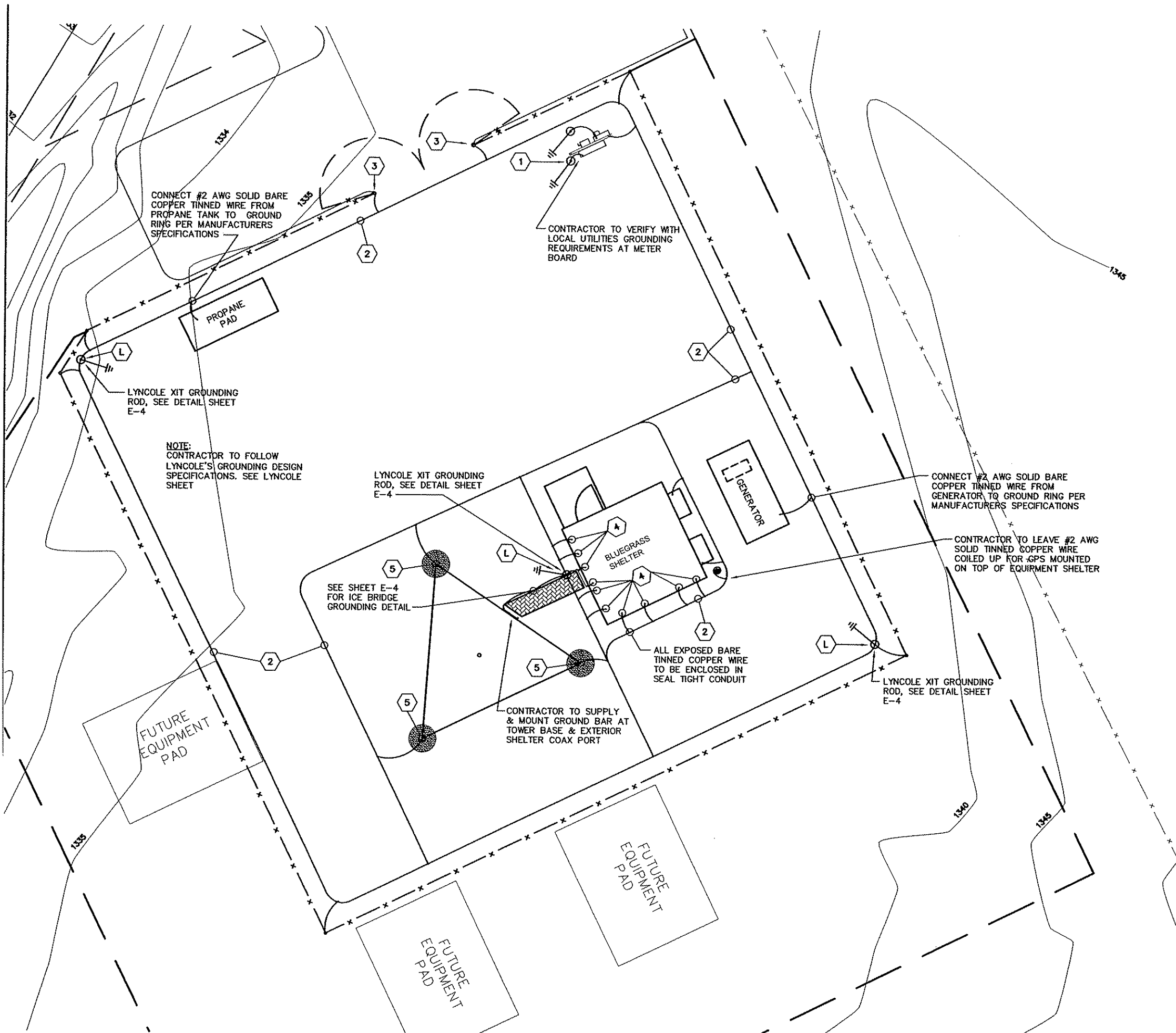
L-SHAPED MODEL
 Lyncole XIT Grounding
 (800) 962-2610
DETAIL



NOTES:

- BARE #2 TINNED SOLID COPPER CONDUCTOR BURIED 30 IN. BELOW GRADE OR 6 IN. BELOW FROST LINE
- ALL BENDS IN GROUND CONDUCTOR TO BE MADE WITH MIN. 12 IN. RADIUS
-  K2L-10CS (SEE DETAIL)

LYNCOLE		CLIENT / END USER BLUEGRASS CELLULAR	
		DRAWING 1	PROJECT NAME FLAT ROCK
TECHNICAL SERVICES		TITLE GROUNDING OPTION	
3547 VOYAGER STREET, SUITE 204 TORRANCE, CA. 90503 (800)962-2610 FAX (310)214-1114 ENGINEERING@LYNCOLE.COM		LOCATION: CITY, STATE WHITLEY, KY	CALCULATED RESISTANCE < 5 OHMS
DRAWN BY DCN	APPROVED BY	DATE 2/5/07	
SOIL DATA PROVIDED BY TERRACON	REFERENCE NUMBER N/A	SCALE NONE	LTS NUMBER 070027



GENERAL ELECTRICAL NOTES:

- 1) CONTRACTOR RESPONSIBLE FOR MAKING ALL ARRANGEMENTS WITH THE LOCAL UTILITIES FOR SERVICE AND FEE PAYMENTS REQUIRED TO OBTAIN SERVICE.
- 2) CONTRACTOR RESPONSIBLE FOR MAKING ALL ARRANGEMENTS WITH THE LOCAL TELEPHONE COMPANY FOR SERVICE AND FEE PAYMENTS REQUIRED TO OBTAIN SERVICE.
- 3) GROUND RING TO BE CONTAINED WITH IN THE COMPOUNDS FENCED AREA.
- 4) FENCE TO BE GROUNDED FROM GROUND RING TO ALL CORNER POST & GATES. SPACE FENCE GROUNDING APPROXIMATELY 20'-0" O/C. (CADD WELD ALL CONNECTIONS)
- 5) ALL GROUND RING CONNECTIONS TO BE AS CLOSE AS POSSIBLE, SHARP BENDS WILL NOT BE PERMITTED AS WELL AS "T" CONNECTIONS. ALL CONNECTIONS TO HAVE A SWEEPING RADIUS OF 8" MINIMUM. GROUNDING CONFIGURATION TO BE IN PARALLEL.
- 6) CONTACT POINTS FOR GROUNDING TO BE CLEANED OF ANY RUST, PAINT, DIRT, ETC. TO CREATE A GOOD BOND FOR CONDUCTOR. AREA THAT HAS BEEN CLEANED TO BE RESEALED TO PREVENT RUSTING.
- 7) PROPERLY GROUND ANY EXPOSED METAL THAT MAY EXIST ON EXTERIOR OF EQUIPMENT SHELTER OR CABINET.
- 8) WHERE GROUND CONDUCTORS REQUIRE MECHANICAL BONDING, STAINLESS STEEL CONNECTORS ARE REQUIRED AT EACH CONNECTING POINT USING LOCK WASHERS.
- 9) CONTRACTOR RESPONSIBLE FOR SEEING THAT UTILITY PERSONNEL MAKE FINAL CONNECTIONS, MAKING SURE THE TOWER ALARM IS CONNECTED AND WORKING. A TELEPHONE NUMBER FOR THE ALARM MUST BE SUPPLIED.
- 10) CONTRACTOR RESPONSIBLE FOR MEG TESTING THE SITE AND SUPPLYING OWNER WITH FINAL READINGS IN OWNERS SPECIFICATIONS.

NOTE:
CONTRACTOR TO PROVIDE WARNING TAPE IN TRENCHES FOR ALL POWER AND TELCO RUNS UNDER GROUND. TAPE TO BE INSTALLED AT 9" BELOW GRADE.

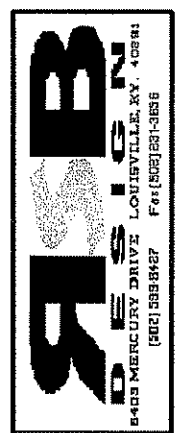
NOTE:
CONTRACTOR TO FOLLOW LYNCOLES GROUNDING SPECIFICATIONS WHEN USING THEIR XIT GROUNDING RODS. SEE DETAIL SHEET E-4.

KEYNOTES:

- (L) LYNCOLE XIT GROUNDING ROD TO BE INSTALLED WHERE SHOWN AND TO MANUFACTURERS SPECIFICATIONS. (SEE LYNCOLE SPECIFICATIONS)
- (1) GROUNDING RODS 10'-0" LONG x 3/4" COPPER BONDED GROUND RODS (TYPICAL) SPACING OF RODS INDICATED ON PLANS. INSPECTION SLEEVE TO
- (2) INSTALL AND PROVIDE SOLID BARE TINNED COPPER WIRE #2 AWG, GROUND RING BELOW GRADE 30". USE #2 AWG SOLID BARE TINNED COPPER GROUND "TAP" CONNECTING CONDUCTORS. (CONNECTIONS FOR ALL TAP CONDUCTORS TO BE PARALLEL AND "CAD WELD" CONNECTIONS)
- (3) FLEXIBLE GROUNDING STRAP TO BE USED TO PROVIDE A COMMON BOND BETWEEN GATE AND CHAIN LINK FENCE. #2 AWG SOLID COPPER BARE TINNED CONDUCTOR FROM GROUND RING TO FENCE USING CAD WELD CONNECTIONS. GROUND TAP TO BE PROVIDED ON EACH 4 SIDES TO GROUND RING AS DESCRIBED ABOVE.
- (4) BONDED GROUND TO BE PROVIDED TO GROUND RING FOR EACH OF THE FOLLOWING: BUILDING STEEL, HATCH PLATE, EMERGENCY RECEPTACLE, WAVE GUIDE STRUCTURE, FRAME WORK, BUILDING DISCONNECT.
- (5) FOR TOWER FRAME GROUNDING, REMOVE GALVANIZED COATING COMPLETELY AT SPOT TO "CAD WELD" TO AND CLEAN. #2 AWG SOLID BARE TINNED COPPER CONDUCTOR TO BE CAD WELDED APPROXIMATELY 1'-0" ABOVE FOUNDATION OR AT FLANGE IF PROVIDED BY TOWER MANUFACTURER. EXTEND CONDUCTOR TO GROUND RING. RIGHT ANGLES NOT ACCEPTED ALL BENDS TO BE SWEEPING.

SITE PLAN-GROUNDING

SCALE: 3/32" = 1'-0"

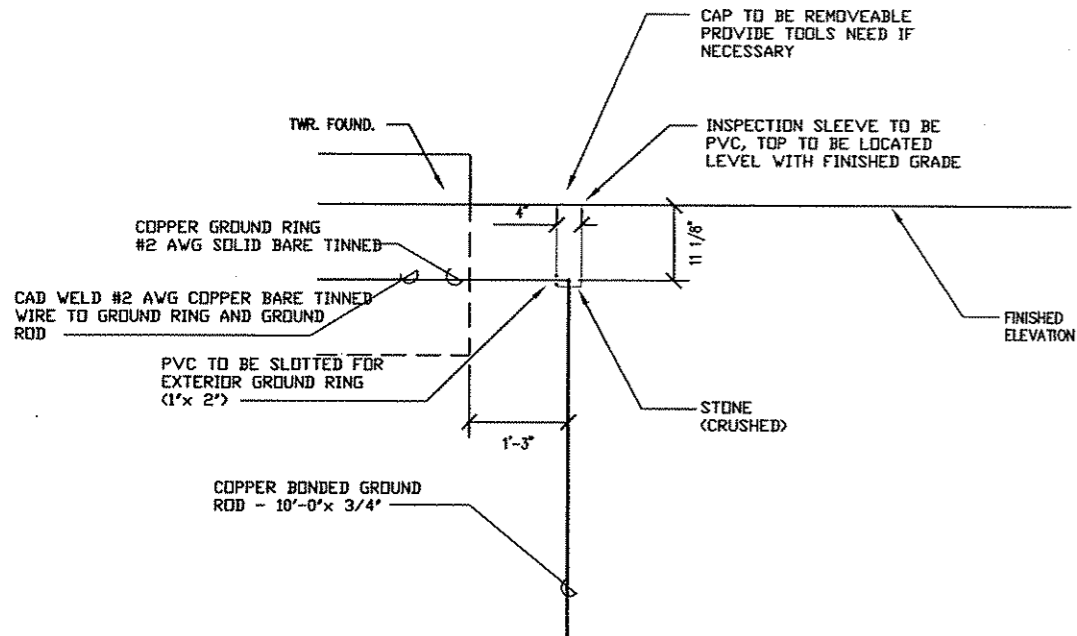


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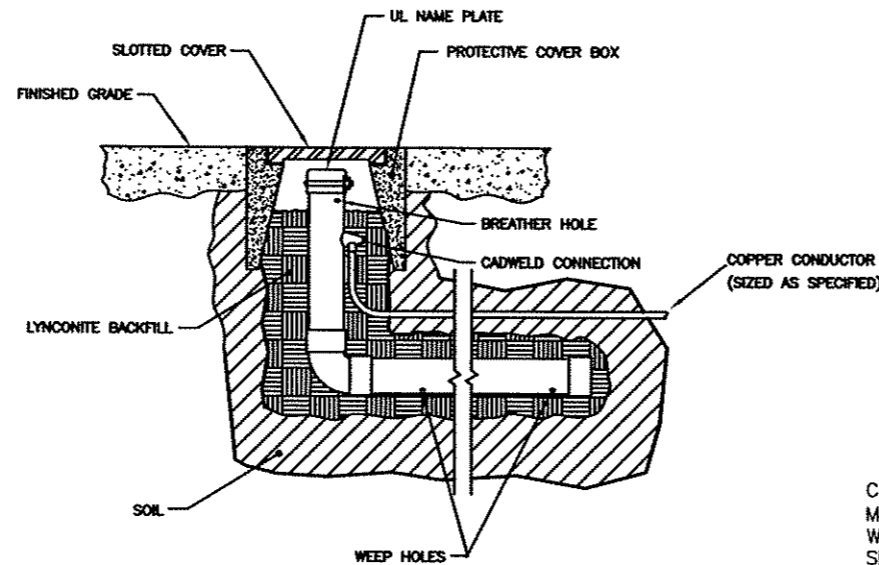
BLUEGRASS CELLULAR, INC.
STANDARD CELLULAR SITE
FLAT ROCK
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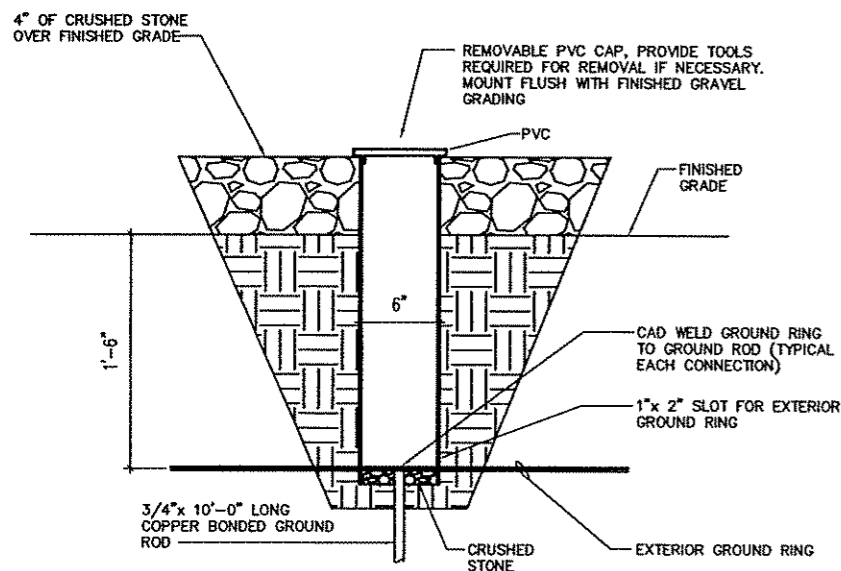
SHEET NUMBER
E-3



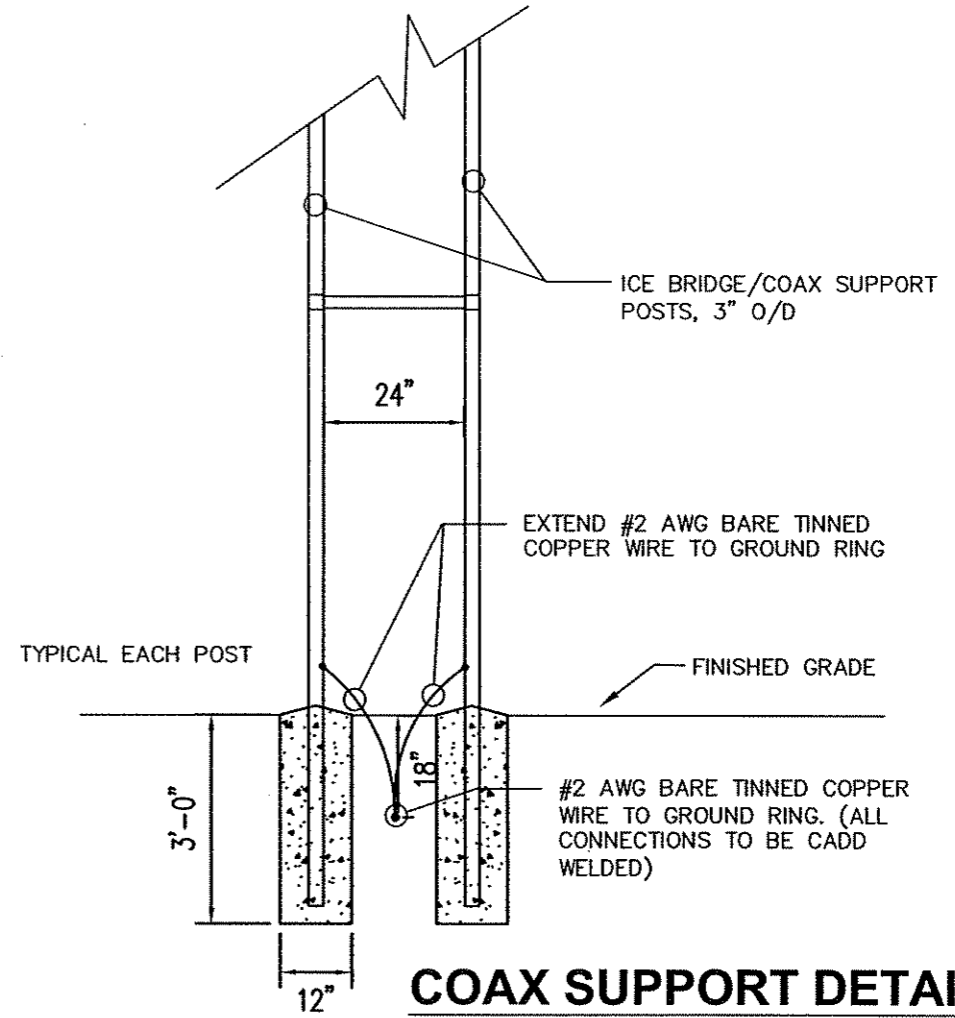
GROUND ROD DETAIL
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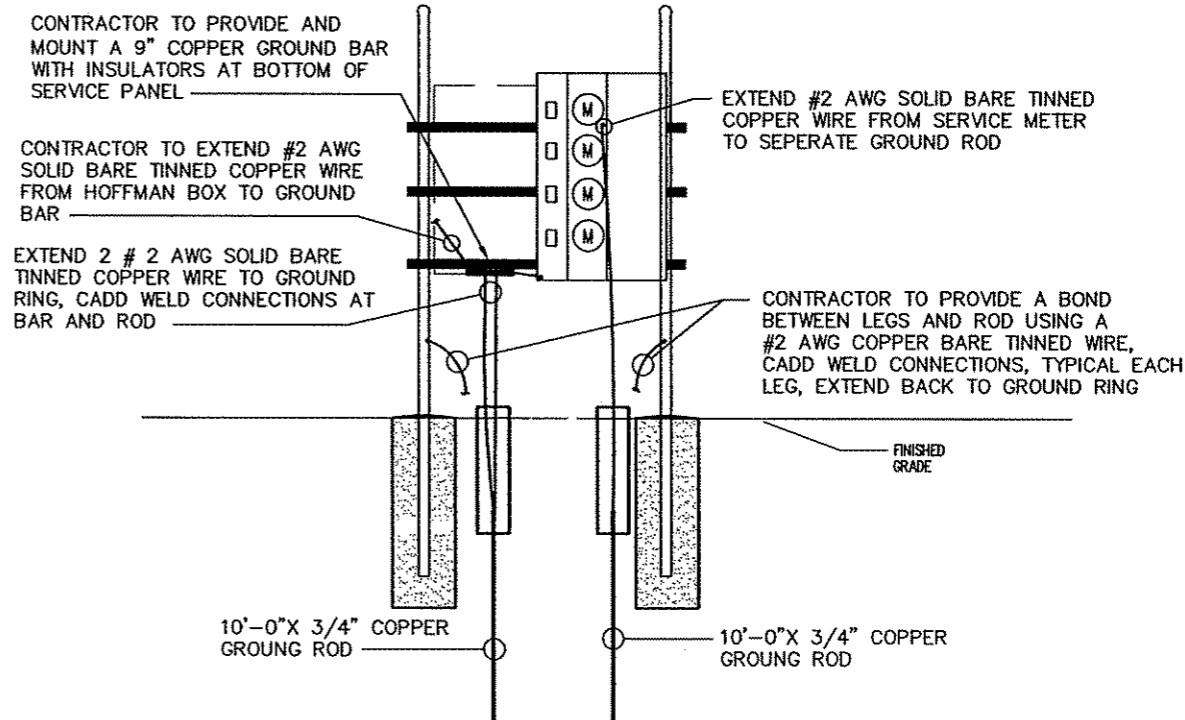
LYNCOLE XIT ROD DETAIL
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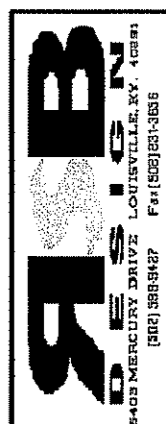
GROUND SLEEVE DETAIL
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COAX SUPPORT DETAIL
NO SCALE



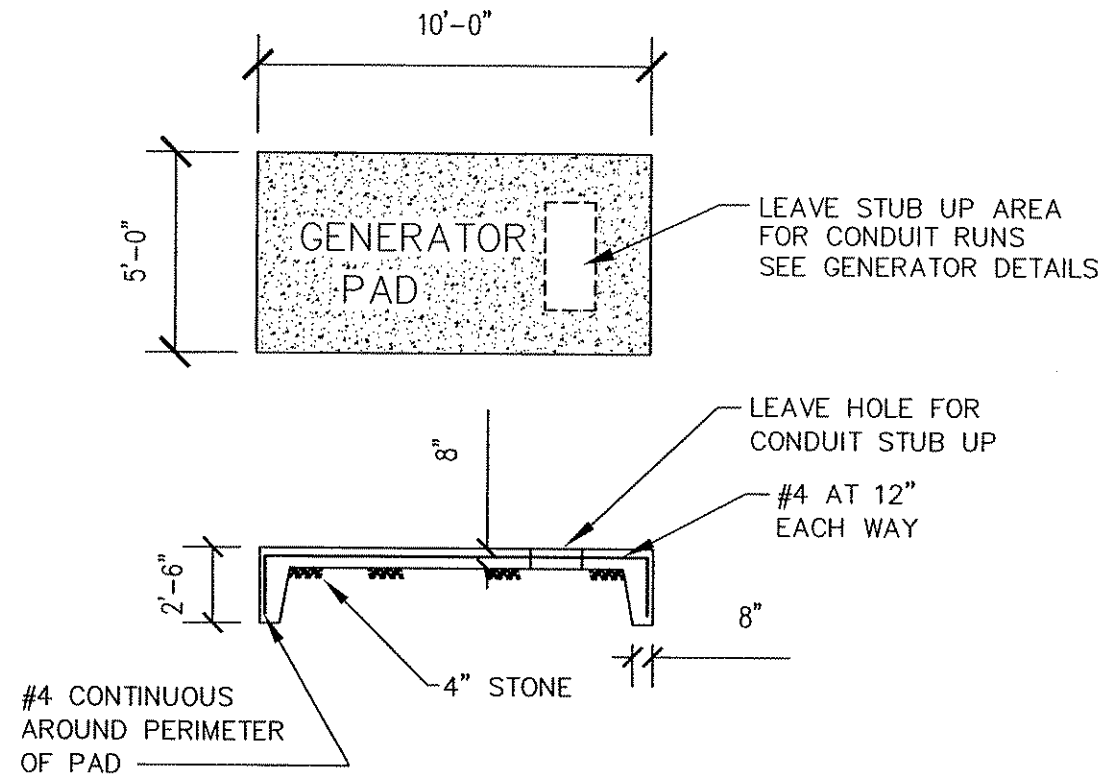
SERVICE BOARD DETAIL
NO SCALE



NO.	DATE	REVISION

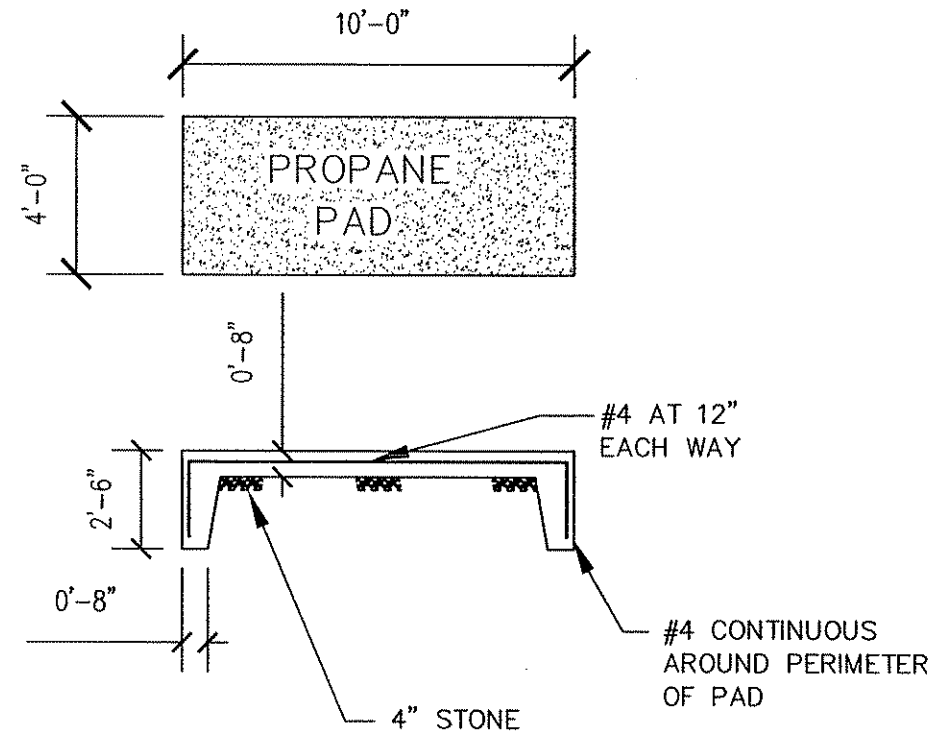
BLUEGRASS CELLULAR, INC.
STANDARD CELLULAR SITE
FLAT ROCK
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SHEET NUMBER	



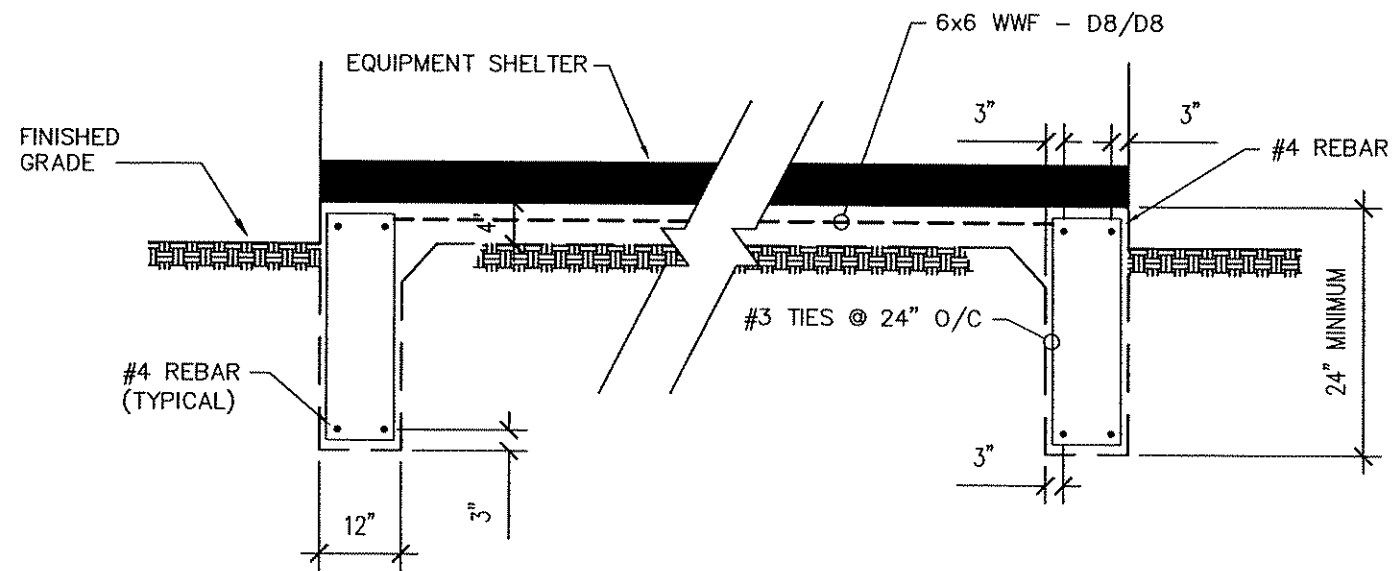
FOUNDATION DETAIL

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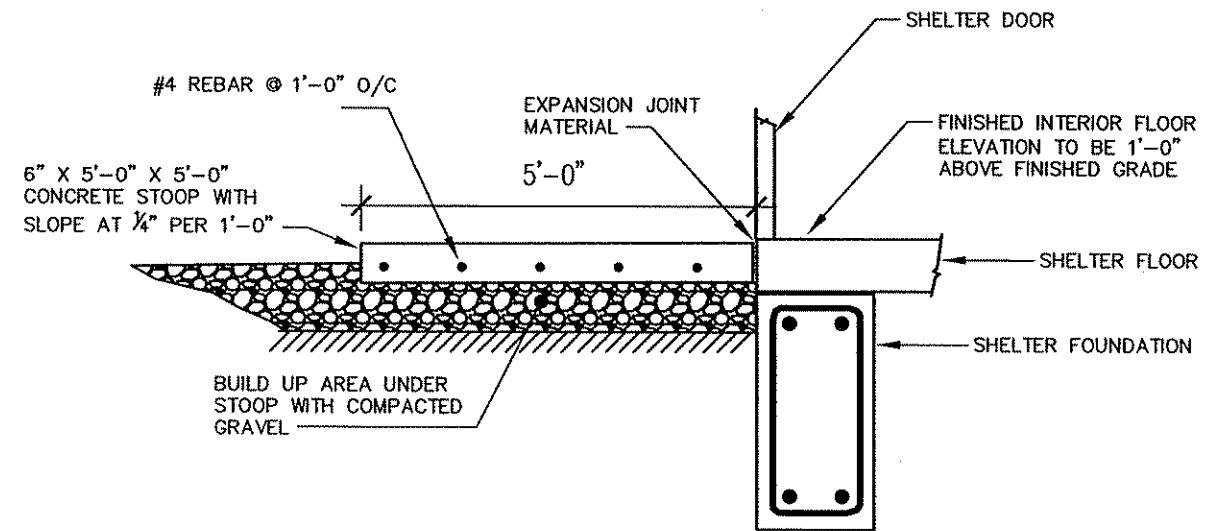
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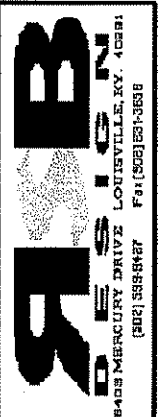
SHELTER FOUNDATION PLAN

NO SCALE



CONCRETE STOOP DETAIL

NO SCALE



BLUEGRASS CELLULAR, INC.
STANDARD CELLULAR SITE
FLAT ROCK

NO.	DATE	REVISION

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72 BRYANT MILL RD. WHITLEY CITY, KY. 42653

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SHEET NUMBER		

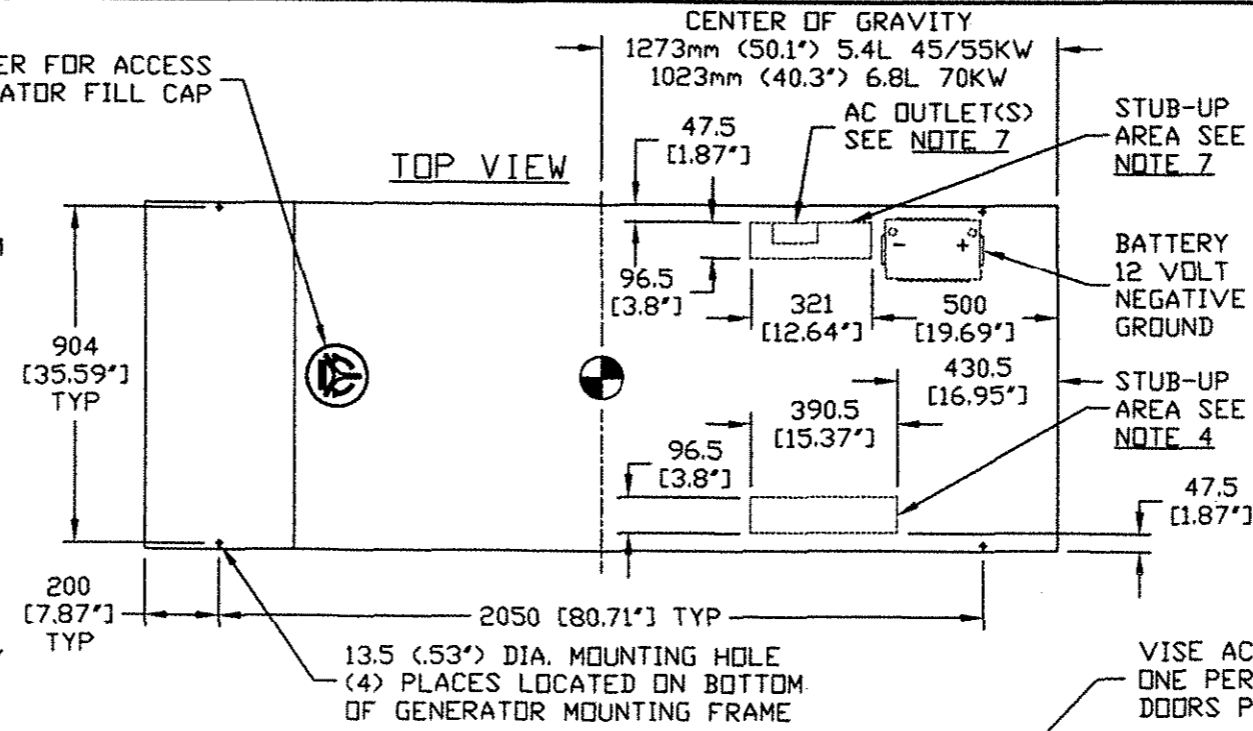
S-1

OG1407

NOTES:

- 1) MINIMUM RECOMMENDED CONCRETE PAD SIZE: 1545 (60.8') WIDE X 3061 (120.5') LONG.
- 2) GENERATOR MUST BE LOCATED A MINIMUM DISTANCE OF 5 FEET FROM A WALL OR FENCE. ALLOW A 5 FOOT MINIMUM PERIMETER OF OPEN SPACE AROUND THE ENTIRE GENERATOR.
- 3) CIRCUIT BREAKER INFORMATION: SEE SPECIFICATION SHEET WITHIN OWNERS MANUAL.
- 4) INSIDE STUB-UP AREA FOR AC LOAD LEAD CONDUIT CONNECTION, NEUTRAL CONNECTION, AUXILIARY OUTPUT RELAYS AND ACCESS TO TRANSFER SWITCH CONTROL WIRES. REMOVE COVER FOR ACCESS.
- 1A) FIELD CUT HOLE IS ONLY REQUIRED FOR MOUNTING OF GENERATOR ON AN EXISTING PAD.
- 5) REFERENCE OWNERS MANUAL FOR LIFTING WARNINGS.
- 6) REMOVE EITHER LEFT OR RIGHT HAND SIDE PANEL TO ACCESS EXHAUST MUFFLERS.
- 7) INSIDE ACCESS TO 120VAC, 20A GFCI OUTLET PREWIRED TO SUPPLY POWER TO BATTERY CHARGER.
 5. 4L ONLY: 15A, 240VAC OUTLET FOR ENGINE BLOCK HEATER.
 6. 8L ONLY: USE 20A GFCI OUTLET FOR ENGINE BLOCK HEATER.

REMOVE COVER FOR ACCESS TO RADIATOR FILL CAP



SERVICE ITEM ACCESSIBILITY CHART	
SERVICE ITEM	5. 4L 45/55KW 6. 8L 70KW
OIL FILL CAP	THRU RIGHT FRONT DOOR
OIL DIP STICK	THRU LEFT FRONT DOOR
OIL FILTER	THRU LEFT FRONT DOOR
OIL DRAIN HOSE	THRU RIGHT FRONT DOOR
RADIATOR DRAIN HOSE	THRU LEFT FRONT DOOR
AIR CLEANER ELEMENT	EITHER FRONT DOOR
SPARK PLUGS	BOTH FRONT DOORS
MUFFLERS	SEE NOTE 6
FAN BELT	EITHER FRONT DOOR
BATTERY	THRU RIGHT REAR DOOR
AC OUTLET(S)	THRU RIGHT REAR DOOR

REFERENCE OWNERS MANUAL FOR PERIODIC REPLACEMENT PART LISTINGS

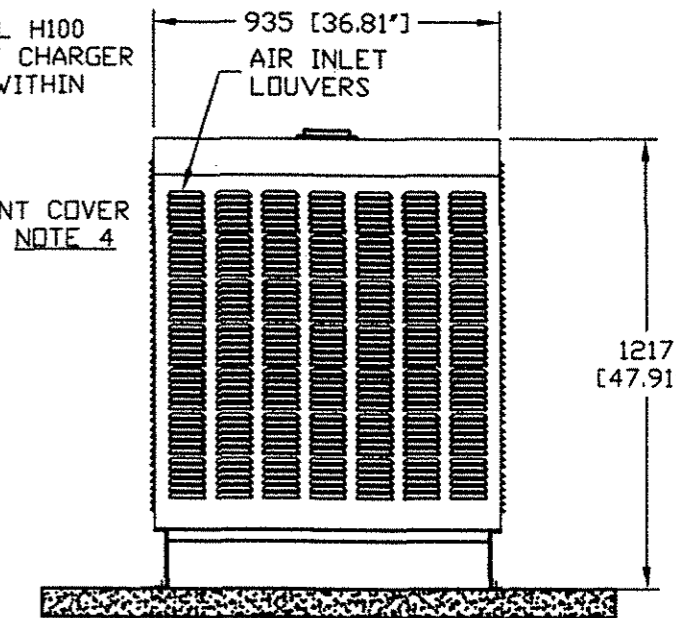
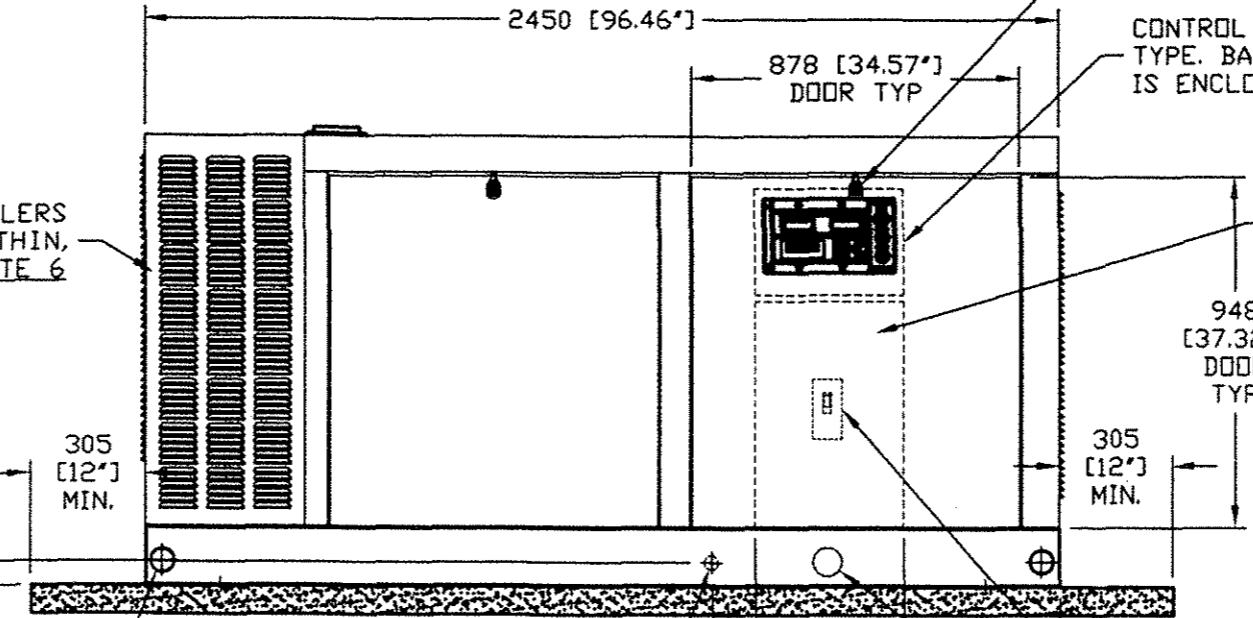
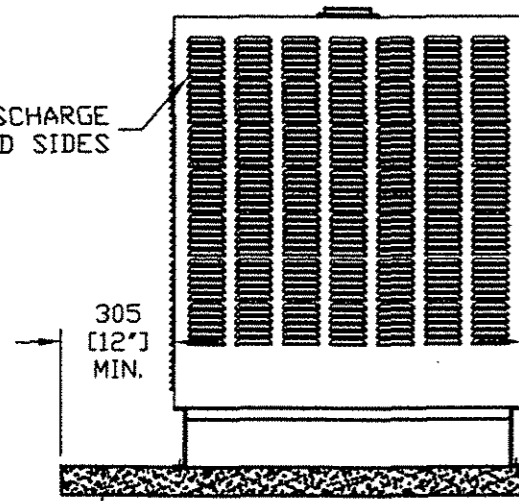
WISE ACTION LATCH, ONE PER DOOR, TWO LIFT-OFF DOORS PER SIDE OF GENERATOR

EXHAUST AND AIR DISCHARGE LOUVERS - FRONT AND SIDES

EXHAUST MUFFLERS ENCLOSED WITHIN, SEE NOTE 6

CONTROL PANEL H100 TYPE. BATTERY CHARGER IS ENCLOSED WITHIN

FRONT COVER SEE NOTE 4



WEIGHT DATA
5. 4L 45/55KW - 895KG (1973 LB)
6. 8L 70KW - 991KG (2185 LB)
WOODEN SHIPPING SKIDS INCREASE OVERALL WEIGHT 79KG (175LB)

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INSTALL DRAWING
5.4L/6.8L IND C3

GENERAC POWER SYSTEMS
Waukesha
 P.O. BOX 8
 WAUKESHA, WIS. 53187

FILE NAME	OG1407.DWG	SIZE	B
SCALE	1 = 20	FIRST USE INDUSTRIAL QT SERIES	
DWG NO.	OG1407	REV	*

INSTALLATION DRAWING

GENERAL NOTES:

- 1) THE CONTRACTOR IS RESPONSIBLE FOR EQUIPMENT PICK UP DELIVERY TO SITE, ERECTION OF TOWER, AND CRANE SET, ALL COSTS ENCUURED.
- 2) THE CONTRACTOR IS RESPONSIBLE FOR VISITING THE SITE PRIOR TO BIDDING AND REVIEWING EXISTING STRUCTORS OR UTILITIES THAT MIGHT BE LOCATED ON OR AROUND THE COMPOUND THAT COULD INTERFERE.
- 3) THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING LOCAL AUTHORITIES NECESSARY FOR INSPECTIONS IF REQUIRED, PLEASE PROVIDE AMPLE NOTICE.
- 4) THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING PERSONS RESPONSIBLE FOR ANY MATERIALS TESTING, PLEASE PROVIDE AMPLE NOTICE.
- 5) THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE OWNER WITH FINAL TEST RESULTS ON ALL MATERIALS TESTING. IF ANY PROBLEMS ARE FOUND PRIOR TO FINAL RESULTS PLEASE NOTIFY A&E OR OWNER IMMEDIATELY.
- 6) THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO ADJOINING PROPERTY, AND REPAIRING OR REPLACING WHAT IS NECESSARY TO OWNERS APPROVAL.
- 7) THE CONTRACTOR IS TO VERIFY DIMENSIONS ON SITE PRIOR TO CONSTRUCTION STARTING, ANY PROBLEMS OR CHANGE FOUND CONTACT A&E OR OWNER TO VERIFY.
- 8) THE CONTRACTOR IS RESPONSIBLE FOR ANY TEMPORARY LIGHTING ON THE TOWER AND CONTACTING PROPER AUTHORITY IF ANY LIGHTING PROBLEMS OCCUR, ALL FINAL LIGHTING TO BE MOUNTED ON TOWER DURING CONSTRUCTION, NOTIFY OWNER WHEN TOWER HAS REACHED FINAL HEIGHT.
- 9) THE CONTRACTOR IS RESPONSIBLE FOR ALL ON SITE WORK MEANS AND METHODS, WORK TO BE DONE IN COMPLIANCE WITH OSHA RULES AND REGULATIONS.
- 10) THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL SITE DRAINAGE, AND PROVIDING SILT AND EROSION CONTROL NECESSARY TO MAINTAIN ANY RUN OFF.
- 11) THE CONTRACTOR RESPONSIBLE FOR ANY SEED AND STRAW NECESSARY TO DAMAGED AREAS.
- 12) CONTRACTOR TO GRADE SMOOTH OR REPAIR ANY POT HOLES OR DITCHING ON PROPERTY OR ROAD THAT HAS OCCURRED DURING CONSTRUCTION AT CONTRACTORS EXPIENCE.

NOTE: UPON COMPLETION OF ALL CONSTRUCTION WORK, THE CONTRACTOR WILL BE RESPONSIBLE FOR SUBMITTING CLOSEOUT DOCUMENTATION ON DISK FORMAT ONLY, CONTAINING THE FOLLOWING CLOSE OUT DOCUMENTATION:

- ASBUILT CONSTRUCTION DRAWINGS
- SWEEP TEST
- GROUND TEST USING BLUEGRASS FORM
- ELECTRICAL COMPLIANCE CERTIFICATE (LEGIBLE COPY)
- BUILDING PERMIT
- SITE PHOTOS (ALL SIDES) PREFERABLY ON DISK

"BEFORE YOU DIG"

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE UTILITY PROTECTION CENTER, PHONE 1-800-752-6007, WHICH WAS ESTABLISHED TO PROVIDE ACCURATE LOCATIONS OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER 48 HOURS IN ADVANCE OF ANY CONSTRUCTION ON THIS PROJECT. ALL NEW SERVICE AND GROUNDING TRENCHES PROVIDE A WARNING TAPE @ 12 INCHES BELOW GRADE.

GRADING & EXCAVATING NOTES:

- 1) ANY DAMAGE TO EXISTING UTILITIES, STRUCTURES, ROADS AND PARKING AREAS TO BE REPAIRED OR REPLACED TO OWNERS SATISFACTION.
- 2) PREPARATION FOR FILL:
REMOVAL OF ALL DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, TOPSOIL, VEGETATION, AND HARMFUL MATERIALS FROM SURFACE OF GROUND PRIOR TO PLOWING, STRIPPING, PLACING FILLS OR BREAKING UP OF SLOPED SURFACES GREATER THAN 1 VERTICAL TO 4 HORIZONTAL SO MATERIAL FOR FILL WILL BOND TO EXISTING SURFACE. WHEN AREA TO RECEIVE FILL HAS A DENSITY LESS THAN REQUIRED, BREAK UP GROUND SURFACE TO DEPTH REQUIRED, AERATE, MOISTURE - CONDITION, OR PULVERIZE SOIL AND RECOMPACT TO REQUIRED DENSITY.
- 3) BACK FILLING:
- EXCAVATED AREA SHALL BE CLEARED FROM STONES OR CLODS OVER 2 1/2" MAXIMUM SIZE.
- SHALL BE PLACED IN LAYERS OF 6" AND COMPACTED TO A 95% STANDARD PROCTOR, USE A 90 PROCTOR IN GRASSED / LANDSCAPED AREAS WHERE REQUIRED.
- SHALL BE APPROVED MATERIALS CONSISTING OF SANDY CLAY, GRAVEL AND SAND, SOFT SHALE, EARTH OR LOAM. CONSULT WITH ENGINEER PRIOR TO FILL BEING ADDED.
- 4) ALL MATERIAL FOR FILL TO BE APPROVED BY ENGINEER AND ALL COMPACTING TEST TO BE COMPLETED TO SPEC'S ALL COMPACTING RESULTS TO BE TURNED OVER TO OWNER.
- 5) AFTER COMPLETION OF BELOW GRADE EXCAVATING, AREA TO BE CLEANED AND CLEARED OF ANY UNSUITABLE MATERIAL SUCH AS, TRASH, DEBRIS, VEGETATION AND SO FORTH COMPLETE.
- 6) ANY EXCAVATING IN WHICH CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIALLY HORIZONTAL ON UNDISTURBED AND UNFROZEN SOIL AND BE FREE OF ANY LOOSE MATERIAL AND EXCESS GROUND WATER.
- 7) IF SOUND SOIL IS NOT REACHED AT DESIGNATED EXCAVATION DEPTH, THE POOR SOIL IS TO BE EXCAVATED TO ITS FULL DEPTH AND EITHER REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION TO BE FILLED WITH THE SAME QUALITY CONCRETE SPECIFIED FOR THE FOUNDATION. PLEASE CONTACT OWNER & ENGINEER FOR RECOMMENDATIONS.
- 8) MECHANICALLY COMPACTED GRANULAR MATERIAL OR CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATIONS TO BE USED IF EXCAVATION EXCEEDED THE OVERALL REQUIRED DEPTH. FOR STABILIZATION OF THE BOTTOM OF THE EXCAVATION, CRUSHED STONE MAY BE USED. STONE, IF USED, SHALL NOT BE USED AS COMPILING CONCRETE THICKNESS. PLEASE CONTACT ENGINEER FOR RECOMMENDATIONS.


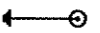






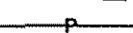
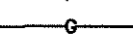
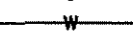

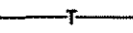

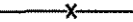
NOTE: GENERAL CONTRACTOR MUST HAVE A MINIMUM 2 LABORERS ON SITE DURING ANY PHASE OF CONSTRUCTION FOR EMPLOYEE SAFETY PRECAUTIONS.

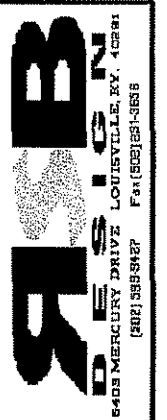
NOTE: THIS SCOPE OF WORK IS A BASIC OUTLINE FOR THE GENERAL CONTRACTOR TO FOLLOW AND DOES NOT EXCLUDE OTHER DUTIES ASSOCIATED WITH THE GENERAL CONTRACTORS RESPONSIBILITIES TO COMPLETE THE CELLULAR SITE. IT IS RECOMMENDED THAT THE SPECIFICATIONS MANUAL BE READ PRIOR TO CONSTRUCTION. SEE RSB DESIGN IF SPECIFICATIONS MANUAL IS NEEDED. 502-599-9427

NOTE: CONTRACTOR TO SUPPLY AND INSTALL 1-30 GALLON TRASH CAN INSIDE EQUIPMENT SHELTER WITH SUPPLY OF TRASH BAGS IN BOTTOM. (COLOR OPTIONAL)

- INSTALL CONCRETE PADS FOR BUILDING, PROPANE TANK, GENERATOR PAD.
- INSTALL ELECTRIC AND GROUND FIELD FOR COMPOUND.
- EXCAVATION TO COMPOUND TO INCLUDE WEED CONTROL MAT.
- SITE TO HAVE PROPER DRAINAGE & EROSION CONTROL . (CROWNED FORMATION)
- GC WILL BE RESPONSIBLE FOR ALL CRANE OPERATIONS IN ORDER TO SET FIBREBOND BUILDING. COORDINATE BUILDING DELIVERY DATE THROUGH BLUEGRASS CELLULAR.
- GC WILL BE RESPONSIBLE FOR REPAIR OF ALL AREAS DISTURBED DURING CONSTRUCTION. (EXCAVATING ISSUES)
- GC WILL BE RESPONSIBLE FOR OFF LOADING AND STACKING OF TOWER WHEN APPLICABLE.
- GC WILL BE RESPONSIBLE FOR MOUNTING ALL LINES AND ANTENNAS.
- GC WILL BE RESPONSIBLE FOR SUPPLYING AND INSTALLING ICE BRIDGE.
- GC WILL BE RESPONSIBLE FOR SCHEDULING PROPANE TANK DELIVERY AND HOOK-UP.
- GC WILL BE RESPONSIBLE FOR CLEANING THE INSIDE OF BUILDING BEFORE I HAND SITE OVER TO OPERATIONS DEPARTMENT. THIS WILL INCLUDE SUPPLYING TRASHCAN, TRASH BAGS, BROOM, AND DOORMAT FOR BUILDING.
- GC WILL BE RESPONSIBLE FOR APPLYING FOR ELECTRICAL SERVICE AND PAYING NECESSARY FEES REQUIRED.
- ALL WAREHOUSE MATERIAL (LINES, ANTENNAS, MOUNTING HARDWARE, GENERATOR, TOWER FOUNDATION KIT, ETC.) WILL NEED TO BE PICKED UP BY GC.
- ALL ALARMS WILL NEED TO BE HOOKED UP BY GC, THIS IS TO INCLUDE: GENERATOR ALARM AND TOWER LIGHT ALARM. (TO BLUEGRASS CELLULAR INC. ALARM BLOCK)
- GC WILL BE RESPONSIBLE FOR SCHEDULING GENERATOR START-UP WITH CONTACT SCOTT ANDERSON (EVAPAR) 502-267-6315
- T1 CONDUIT WILL NEED TO BE PLACED FROM POLE TO BUILDING. (IF A MICROWAVE DISH IS USED, THE T1 CONDUIT WILL STILL BE INSTALLED FOR FUTURE USE.)
- GC WILL BE RESPONSIBLE FOR INSTALLATION OF ALL FENCING.
- ALL TRASH AND DEBRIS TO BE REMOVED BY GC
- GC TO SEPERATE ALL MATERIALS & LABOR IN BID.
- CONTRACTOR TO BREAK DOWN BIDS USING THE FOLLOWING LINE ITEMS:
 - ROAD
 - FENCE
 - COMPOUND DEVELOPMENT
 - BUILDING, PROPANE, AND GENERATOR FOUNDATIONS
 - GROUNDING
 - TELCO
 - ELECTRIC
 - BUILDING SET
 - ICE BRIDGE
 - TOWER FOUNDATION
 - TOWER ERECTION
 - LINE INSTALL
 - ANTENNA INSTALL
 - PERMITS

SYMBOLS LEGEND

-  KEYNOTE
-  INSPEC. SLEEVE / GRND ROD
-  INSPECTION SLEEVE
-  CAD WELD CONNECTION
-  TRANSFORMER
-  LIGHTNING SUPPRESSOR
-  SWITCH (DISCONNECT)
-  METER PACK
-  POWER
-  GAS LINE
-  WATER LINE
-  SANITARY SEWER
-  TELEPHONE
-  STORM SEWER DRAIN
-  FENCE



72 BRYANT MILL RD. WHITLEY CITY, KY. 42653

NO.	DATE	REVISION

BLUEGRASS CELLULAR, INC.
STANDARD CELLULAR SITE
FLAT ROCK
72 BRYANT MILL RD. WHITLEY CITY, KY. 42653

DRAWN BY: R. BECKER
ISSUE DATE: 1-31-07
SCALE: LISTED

SHEET NUMBER
General Notes

Flat Rock

**LUKAS, NACE,
GUTIERREZ & SACHS**

CHARTERED

1650 TYSONS BOULEVARD, SUITE 1500
MCLEAN, VIRGINIA 22102
703 584 8678 • 703 584 8696 FAX

WWW.FCCLAW.COM

RUSSELL D. LUKAS
DAVID L. NACE
THOMAS GUTIERREZ*
ELIZABETH R. SACHS*
GEORGE L. LYON, JR.
PAMELA L. GIST
DAVID A. LAFURIA
B. LYNN F. RATNAVALE*
TODD SLAMOWITZ*
STEVEN M. CHERNOFF*

CONSULTING ENGINEERS
ALI KUZEHKANANI
LEILA REZANAVAZ
OF COUNSEL
JOHN J. MCAVOY*
J.K. HAGE III*
LEONARD S. KOLSKY*
HON. GERALD S. MCGOWAN*
TAMARA DAVIS-BROWN*

*NOT ADMITTED IN VA

February 21, 2007

Telephone
(703) 584-8668

Via Federal Express

Mr. John Houlihan
Kentucky Airport Zoning Commission
200 Mero Street
Frankfort, Kentucky 40622

Dear Mr. Houlihan:

Enclosed please find two completed TC 56-50 forms, Application for Permit to Construct or Alter a Structure, for a new tower (Flat Rock) near Whitley City, Kentucky. The Structure, including top-mounted antennas will have an overall height of 255 feet Above Ground Level.

Enclosed Form TC 56-50 and the attached exhibit include all the pertinent information for this existing tower structure. Also enclosed are copies of the completed FAA Form 7460-1 for the proposed site and a non-reduced 7-1/2' U.S. Geological Survey map indicating the exact location of the site.

Please do not hesitate to contact the undersigned if there are questions regarding this matter.

Sincerely,
Leila Rezanavaz
Leila Rezanavaz
Consulting Engineer

Enclosures

CC: Doug Updegraff

Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 125 Holmes Street, Frankfort KY 40622

Kentucky Aeronautical Study Number

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

1. APPLICANT - Name, Address, Telephone, Fax, etc.

Scott McCloud
Bluegrass Cellular
2902 Ring Road
Elizabethtown, KY 42702
Tel: 270-769-0339
Fax: 270-737-0580

2. Representative of Applicant - Name, Address, Telephone, Fax

Leila Rezanavaz
Lukas, Nace, Gutierrez & Sachs, Chartered
1650 Tysons Blvd., Suite 1500
McLean, VA 22102
T: 703-584-8668

3. Application for: New Construction Alteration Existing

4. Duration: Permanent Temporary (Months _____ Days _____)

5. Work Schedule: Start 4/10/07 End 4/15/07

6. Type: Antenna Tower Crane Building Power Line
 Landfill Water Tank Other _____

7. Marking/Painting and/or Lighting Preferred:

Red Lights and Paint Dual - Red & Medium Intensity White
 White - Medium Intensity Dual - Red & High Intensity White
 White - High Intensity Other _____

8. FAA Aeronautical Study Number 2007-ASO-808-OE

9. Latitude: 36 ° 47 ' 19 . 7 " N

10. Longitude: 84 ° 28 ' 52 . 0 " W

11. Datum: NAD 83 NAD 27 Other _____

12. Nearest Kentucky City Whitley City County: McCreary

13. Nearest Kentucky public use or Military airport:
McCreary County Airport

14. Distance from #13 to Structure: 8.1 Miles

15. Direction from #13 to Structure: Northwest

16. Site Elevation (AMSL): 1336 Feet

17. Total Structure Height (AGL): 255 Feet

18. Overall Height (#16 + #17) (AMSL): 1591 Feet

19. Previous FAA and/or Kentucky Aeronautical Study Number(s):
N/A

20. Description of Location: (Attach a USGS 7.5 minute Quadrangle Map or an Airport Layout Drawing with the precise site marked and any certified survey)

Site is located at:
72 Bryant Mill Road
Whitley City, KY 42653

21. Description of Proposal:

Structure: A tower with top-mounted antennas for overall height of 255' AGL.
ERP: 250 Watts (Max)
Frequencies: Cellular Band B

22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) been filed with the Federal Aviation Administration? No Yes, When 2/21/2007

CERTIFICATION: I hereby certify that all the above statements made by me are true, complete and correct to the best of my knowledge and belief.

Leila Rezanavaz/ Consulting Engineer Leila Rezanavaz 2/21/2007
Printed Name Signature Date

PENALTIES: Persons failing to comply with Kentucky Revised Statutes (KRS 183.861 through 183.990) and Kentucky Administrative Regulations (602 KAR 050: Series) are liable for fines and/or imprisonment as set forth in KRS 183.990(3). Non-compliance with Federal Aviation Administration Regulations may result in further penalties.

Commission Action: Chairman, KAZC Administrator, KAZC

Approved Disapproved _____ Date _____

Tim Thompson
Professional Engineer · Land Surveyor

BLUEGRASS CELLULAR

Flat Rock Site

1-A CERTIFICATION

February 12, 2007

Owner: Lonnie V. and Debra K. Poynter
P.O. Box 88
Parkers Lake, KY 42634

Site Address: 72 Bryant Mill Road
Whitley City, KY 42653

USGS Quad: Wiborg, KY

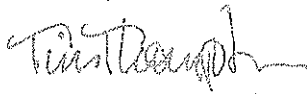
To the best of my knowledge and belief, I certify that the following information is correct to within +/- 20 feet horizontally and +/- 3 feet vertically:

Latitude	36°	47'	19.7"
Longitude	84°	28'	52.0"
Ground Elevation	1336		

The horizontal datum is based on NAD 83

The vertical datum is based on NAVD 88.

Sincerely,



Tim Thompson, LS 1304



232 Henton Ct.
Versailles, KY 40383

T: (859) 873-5252
F: (859) 873-5252
M: (859) 221-5252
E: TIMT2S@aol.com

232 HENTON COURT · VERSAILLES, KENTUCKY 40383
O: 859-873-5252 · F: 859-873-2525 · M: 859-221-5252 · E: timt2s@aol.com



Notice of Proposed Construction or Alteration (7460-1)

Project Name: BLUEG-000060159-07

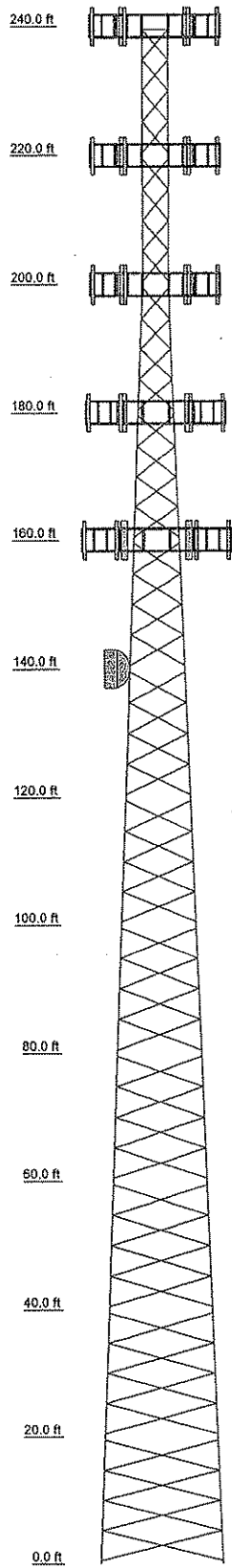
Sponsor: Bluegrass Cellular, Inc.

Details for Case : Flat Rock

Show Project Summary

Case Status		Structure Summary	
ASN: 2007-ASO-808-OE		Date Accepted: 02/21/2007	
Status: Accepted		Date Determined:	
		Letters: None	
Construction / Alteration Information		Structure Name: Flat Rock	
Notice Of: Construction		Structure Type: Antenna Tower	
Duration: Permanent		Other :	
<i>If Temporary :</i> Months: Days:		FCC Number:	
Work Schedule - Start: 04/10/2007		Prior ASN:	
Work Schedule - End: 04/15/2007			
State Filing: Filed with State			
Structure Details		Common Frequency Bands	
Latitude: 36° 47' 19.7" N		Low Freq 824	High Freq 849
Longitude: 84° 28' 52" W			
Horizontal Datum: NAD83			
Site Elevation (SE): 1336 (nearest foot)			
Structure Height (AGL): 255 (nearest foot)			
Marking/Lighting: Dual-red and medium intensity			
<i>Other :</i>			
Nearest City: Whitley City			
Nearest State: Kentucky			
Traverseway: No Traverseway			
Description of Location: 72 Bryant Mill Road Whitley City, KY 42653			
Description of Proposal: Proposed tower with overall Height of 255' AGL.			

Section	T1	T2	T3	T4	T5	T6	T7	T8	T9	T10	T11	T12
Legs	SR 1 3/4	SR 2 1/4	SR 2 1/2	SR 2 3/4	SR 3	SR 3 1/4	SR 3 1/2	SR 3 1/4	SR 3 3/4	SR 3 3/4	SR 4	
Leg Grade	A572-50											
Diagonals	L1 3/4x1 3/4x3/16											
Diagonal Grade	A36											
Top Girts	N.A.											
Face Width (ft)	5.5	7	8.5	10	11.5	13	14.5	16	17.5	19	20.5	22
# Panels @ (ft)	0.9	1.2	1.4	1.6	2.0	2.5	3.0	3.6	3.7	4.6	5.3	5.9
Weight (K)	0.9	1.2	1.4	1.6	2.0	2.5	3.0	3.6	3.7	4.6	5.3	5.9



DESIGNED APPURTENANCE LOADING

TYPE	ELEVATION	TYPE	ELEVATION
(6) D100-0042-0041	240	(6) RWB 80014/120 (Future)	180
Lightning Rod 1"x10' (Initial)	240	(3) T frame sector Mount (Future Carrier 3)	180
Flash Beacon Lighting (Initial)	240	(6) RWB 80014/120 (Future)	160
(3) T frame sector Mount (Initial)	240	(3) T frame sector Mount (Future Carrier 4)	160
(6) RWB 80014/120 (Future)	220	HP6-122	140
(3) T frame sector Mount (Future Carrier 1)	220		
(6) RWB 80014/120 (Future)	200		
(3) T frame sector Mount (Future Carrier 2)	200		

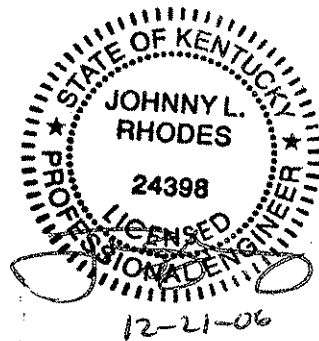
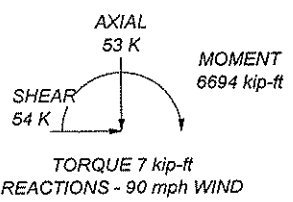
MATERIAL STRENGTH

GRADE	Fy	Fu	GRADE	Fy	Fu
A572-50	50 ksi	65 ksi	A36	36 ksi	58 ksi

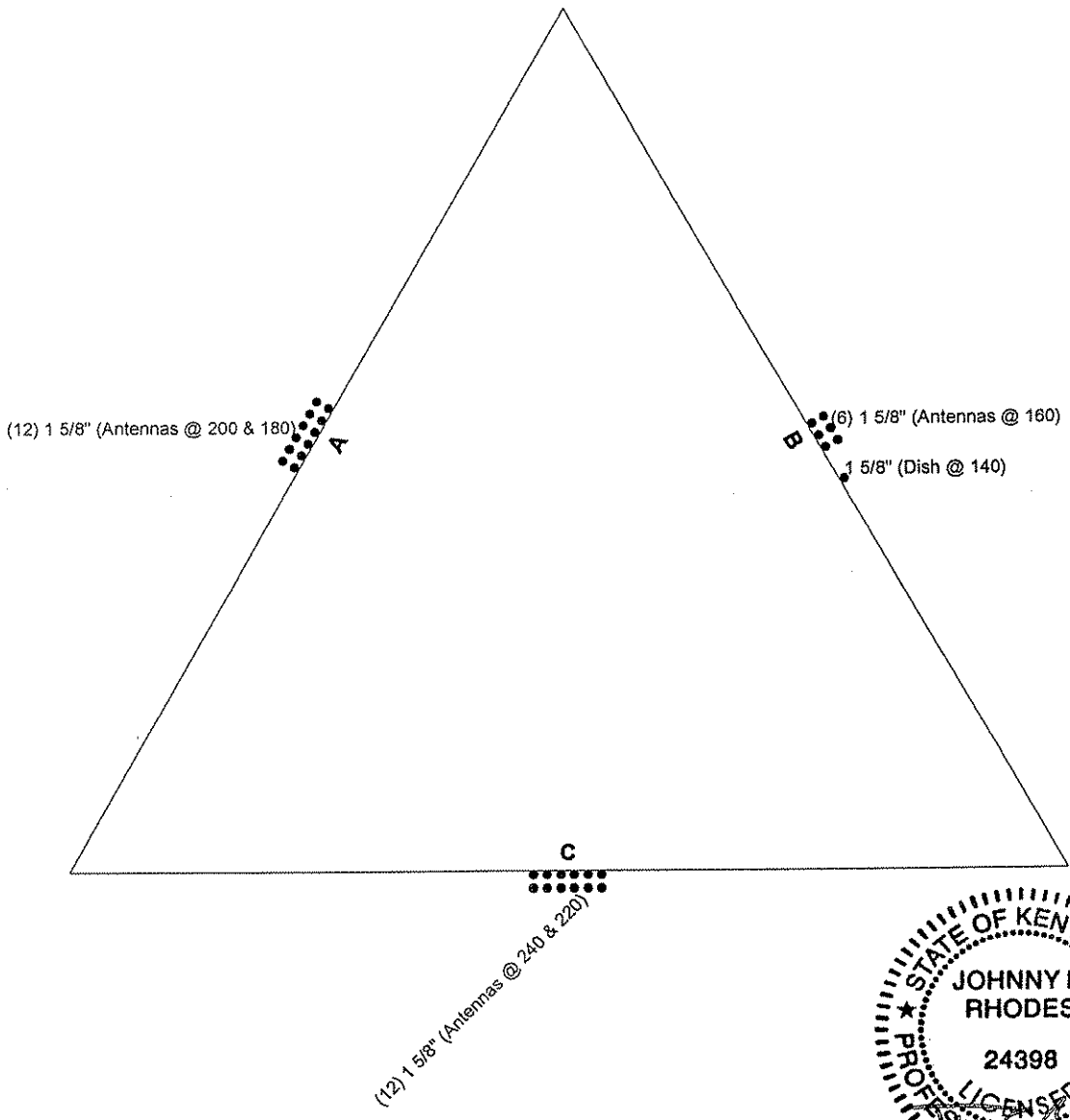
TOWER DESIGN NOTES

1. Tower is located in McCreary County, Kentucky.
2. Tower designed for Exposure B to the TIA-222-G Standard.
3. Tower designed for a 90 mph basic wind in accordance with the TIA-222-G Standard.
4. Deflections are based upon a 60 mph wind.
5. Tower designed as Structure Class 1
6. Tower designed as Topo Category 3 w/ Crest Height of 100 ft
7. In no case shall more than (6) lines be exposed to wind. Feedlines may be stacked in up to (2) rows on the inside and outside face of the tower.
8. Final Design 12/21/06. JLR

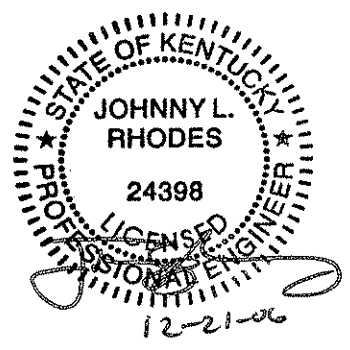
MAX. CORNER REACTIONS AT BASE:
 DOWN: 424 K
 UPLIFT: -377 K
 SHEAR: 31 K



Eastpointe Engineering Group, LLC 4020 Tull Ave. Muskogee, OK 74403 Phone: 918.683.2169 FAX: 918.682.7618	Job: EII Job #2468-Flat Rock
	Project: 240' SST/McCreary County, KY
	Client: Bluegrass Cellular Drawn by: Johnny L. Rhodes, P.E. App'd:
	Code: TIA-222-G Date: 12/21/06 Scale: NT
	Path: Z:\Dm\Ting\Drawings\Jobs\2400-2468\2468\Final Tower Design\2400st.ed Dwg No. E



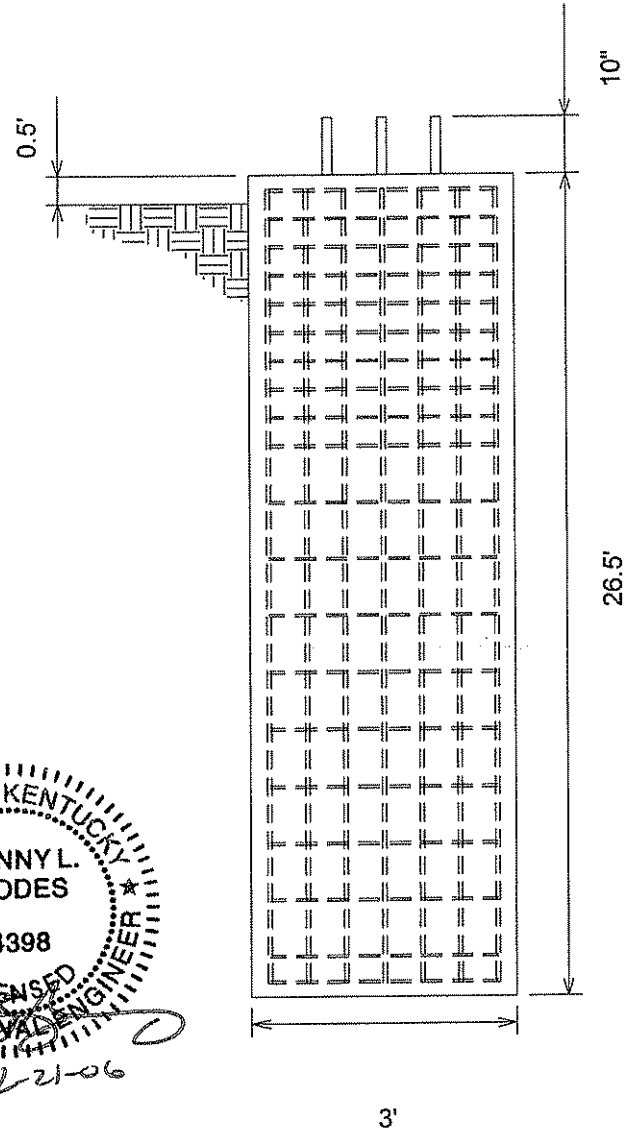
(12) 1 5/8" (Antennas @ 240 & 220)



Eastpointe Engineering Group, LLC		Job: EII Job #2468--Flat Rock	
4020 Tull Ave.		Project: 240' SST/McCreary County, KY	
Muskogee, OK 74403		Client: Bluegrass Cellular	Drawn by: Johnny L. Rhodes, P.E.
Phone: 918.683.2169		Code: TIA-222-G	Date: 12/21/08
FAX: 918.682.7818		Path:	Scale: NT
		Dwg No. E	

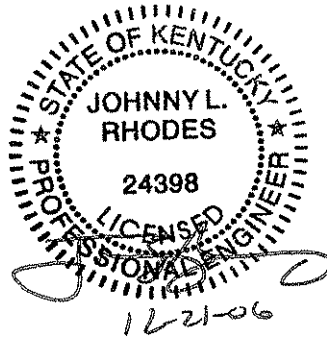
CAISSON DESIGN

Vertical Bars	(12) #9 bars, 26' long
Ties	#5 bars @ 6" c/c for the first 6.5' then 12" c/c thereafter



General Notes

1. Concrete shall be placed in accordance with ACI318-02, latest revision.
2. Concrete shall have a minimum 28 day compressive strength of 4000 PSI.
3. Rebar to conform to ASTM A615 grade 60.
4. Rebar used for ties may be A615 grade 40.
5. All rebar to have a minimum of 3" clear cover.
6. All exposed concrete corners to have 3/4" chamfer.
7. Bottom and side surfaces to rest on undisturbed soil.
8. Contractor shall be responsible to review and follow all recommendations of the geotechnical report.



Supplemental Notes

Soil values obtained from Terracon soils report #57067549 dated 12/15/06.
Use (6) 1 1/2" Grade 50 Anchor bolts with 60" embedment.

EASTPOINTE ENGINEERING GROUP, LLC 4020 Tull Ave. Muskogee, OK 74403--Phone 918.683.2169--Fax:918.682.7618	Client: Bluegrass Cellular	
	Site: Flat Rock	
	Job: 2468	Drawn by: JLR
	Scale: NTS	Date: 12/21/06

GEOTECHNICAL ENGINEERING REPORT
FLAT ROCK TELECOMMUNICATION TOWER
72 BRYANT MILL ROAD
WHITLEY CITY, KENTUCKY

TERRACON PROJECT NO. 57067549
December 15, 2006

Prepared For:

BLUEGRASS CELLULAR
Elizabethtown, Kentucky

Prepared by:

Terracon
Louisville, Kentucky

Terracon

December 15, 2006

Bluegrass Cellular
2902 Ring Road
Elizabethtown, Kentucky 42702

Attention: Mr. Doug Updegraff

**Re: Geotechnical Engineering Report
Proposed Flatrock Telecommunication Tower
72 Bryant Mill Road
Whitley City, Kentucky
Terracon Project No. 57067549**

Terracon

Consulting Engineers & Scientists

4545 Bishop Lane, Suite 101
Louisville, Kentucky 40218
Phone 502.456.1256
Fax 502.456.1278
www.terracon.com

Dear Mr. Updegraff:

The results of our subsurface exploration are attached. The purpose of this exploration was to obtain information on subsurface conditions at the proposed project site and, based on this information, to provide recommendations regarding the design and construction of the foundations for the proposed tower.


The design parameters and recommendations within this report apply to the existing planned tower height and adjustments up to 20% increase or decrease in tower height, as long as the type of tower does not change. If changes in the height of the tower dictate a change in tower type (i.e. – monopole to a self-support, self-support to a guyed tower), Terracon should be contacted to evaluate our recommendations with respect to these changes.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report, or if we may be of further service to you in any way, please feel free to contact us.

Sincerely,
Terracon


Jason L. Thompson, EIT
Staff Engineer

Timothy G. LaGrow, P.E.
Regional Manager


ERICH J. HOEHLER
ERICH J. HOEHLER, P.E.
Kentucky No. 24513
24513
LICENSED PROFESSIONAL ENGINEER
STATE OF KENTUCKY

n:\projects\2006\towers\57067549FlatRock\geo57067549.doc

Attachments: Geotechnical Engineering Report

Copies: (4) Addressee

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GEOTECHNICAL ENGINEERING REPORT

FLAT ROCK TELECOMMUNICATION TOWER 72 BRYANT MILL ROAD WHITLEY CITY, KENTUCKY TERRACON PROJECT NO. 57067549 December 15, 2006

1.0 INTRODUCTION

The purpose of this report is to describe the subsurface conditions encountered in the boring, analyze and evaluate the test data, and provide recommendations regarding the design and construction of the foundations and earthwork for the proposed tower. One boring extending to a depth of about 31½ feet below the existing ground surface was drilled at the site. An individual boring log and a boring location plan are included with this report.

2.0 PROJECT DESCRIPTION

Terracon understands the proposed project will consist of the construction of a 240-foot self supporting lattice tower. Exact tower loads are not available, but based on our past experience are anticipated to be as follows:

Vertical Load:	600 kips
Horizontal Shear:	80 kips
Uplift:	500 kips

A small, lightly loaded equipment building will also be constructed. Wall and floor loads for this building are not anticipated to exceed 1 kip per linear foot and 100 pounds per square foot, respectively. The subject site consists of a previously graded approximate 100- by 100-foot parcel located at 72 Bryant Mill Road in Whitley City, Kentucky. The ground surface elevation at the center of tower is approximately 1,340 feet and the relatively flat site has been cut to slope downward to the north with approximately 5 feet of elevational relief. Based on the proposed tower construction and existing site grades, we anticipate about 2 to 3 feet of cut and/or fill will be required to reach the planned site grades.

3.0 EXPLORATION PROCEDURES

3.1 Field Exploration

The subsurface exploration consisted of drilling and sampling one boring at the site to a depth of about 31½ feet below existing grade. The boring was advanced at the center of the tower, staked by the project surveyor. An approximate ground surface elevation was provided by the client and is noted on the boring log.

The boring was drilled with an ATV-mounted rotary drill rig using hollow stem augers to advance the borehole. Representative soil samples were obtained by the split-barrel sampling procedure in general accordance with the appropriate standard. In the split-barrel sampling procedure, the number of blows required to advance a standard 2-inch O.D. split-barrel sampler the last 12 inches of the typical total 18-inch penetration by means of a 140-pound hammer with a free fall of 30 inches, is the standard penetration resistance (SPT) value (N-Value). This value is used to estimate the in-situ relative density of cohesionless soils and the consistency of cohesive soils. The sampling depths, penetration distance, and SPT N-Values are shown on the boring log. The samples were sealed and delivered to the laboratory for testing and classification.

Auger refusal was encountered at a depth of about 21½ feet below the existing ground surface. The boring was extended into the refusal materials using a diamond bit attached to the outer barrel of a double core barrel. The inner barrel collected the cored material as the outer barrel was rotated at high speeds to cut the rock. The barrel was retrieved to the surface upon completion of each drill run. Once the core samples were retrieved, they were placed in a box and logged. The rock was later classified by an engineer and the "percent recovery" and rock quality designation (RQD) were determined.

The "percent recovery" is the ratio of the sample length retrieved to the drilled length, expressed as a percent. An indication of the actual in-situ rock quality is provided by calculating the sample's RQD. The RQD is the percentage of the length of broken cores retrieved which have core segments at least 4 inches in length compared to each drilled length. The RQD is related to rock soundness and quality as illustrated below:

Table 1 – Rock Quality Designation (RQD)

Relation of RQD and In-situ Rock Quality	
RQD (%)	Rock Quality
90 - 100	Excellent
75 - 90	Good
50 - 75	Fair
25 - 50	Poor
0 - 25	Very Poor

A field log of the boring was prepared by a subcontract driller. This log included visual classifications of the materials encountered during drilling as well as the driller's interpretation of the subsurface conditions between samples. The final boring log included with this report represents an interpretation of the driller's field log and a visual classification of the soil samples made by the Geotechnical Engineer.

3.2 Laboratory Testing

The samples were classified in the laboratory based on visual observation, texture and plasticity. The descriptions of the soils indicated on the boring log are in accordance with the enclosed General Notes and the Unified Soil Classification System. Estimated group symbols according to the Unified Soil Classification System are given on the boring log. A brief description of this classification system is attached to this report.

The laboratory testing program consisted of performing water content tests and an Atterberg Limits test on representative soil samples. An unconfined compressive strength test was performed on a sample of the refusal material. Information from these tests was used in conjunction with field penetration test data to evaluate soil/rock strength in-situ, volume change potential, and soil classification. Results of these tests are provided on the boring log.

Classification and descriptions of rock core samples are in accordance with the enclosed General Notes, and are based on visual and tactile observations. Petrographic analysis of thin sections may indicate other rock types. Percent recovery and rock quality designation (RQD) were calculated for these samples and are noted at their depths of occurrence on the boring log.

4.0 EXPLORATORY FINDINGS

4.1 Subsurface Conditions

Conditions encountered at the boring location are indicated on the boring log. Stratification boundaries on the boring log represent the approximate location of changes in soil types and the transition between materials may be gradual. Water levels shown on the boring log represent the conditions only at the time of our exploration. Based on the results of the boring, subsurface conditions on the project site can be generalized as follows.

Underlying approximately 1 inch of topsoil, our boring encountered lean clay (CL) to a depth of about 6 feet below existing grade. The clay exhibited a very stiff to hard consistency based on SPT N-Values ranging from 23 to over 50 blows per foot (bpf). Below a depth of about 6 feet the lean clay transitioned into a severely weathered shale to an auger refusal depth of about 21½ feet below existing grade. The SPT N-Values for the weathered shale exceeded 50 bpf.

Below a depth of about 21½ feet, rock coring techniques were used to advance the borehole. The core samples recovered consisted of very closely to closely jointed, moderately weathered, black, shale. The bedrock at the site appears to be relatively continuous based on a core recovery of 91 percent. The quality of the rock is rated at fair based on an RQD value of 51 percent. Considering the height of the tower and the quality

of the bedrock, coring operations were terminated at a depth of 31½ feet below existing grade.

4.2 Site Geology

Based on a review of the Wiborg Geologic Quadrangle map, the site is underlain by the Breathitt Formation. The Breathitt Formation is characterized by interbedded shale, siltstone, sandstone and coal. Shale in this formation is yellowish gray to grayish brown, weathering to yellowish brown and often containing plants and ferruginous siltstone or sandstone concretions. Locally carbonaceous, dark-gray shale grades to silty shale to siltstone or very fine grained sandstone. Banded bituminous coal occurs in beds averaging 24 inches thick and lies within shale and sandstone units. The formation is over 360 feet thick.

4.3 Groundwater Conditions

No groundwater was encountered during the auger drilling portion of the borehole. Water was used to advance the borehole during rock coring operations. The introduction of water into the borehole precluded obtaining accurate groundwater level readings at the time of drilling operations. Long term observation of the groundwater level in monitoring wells, sealed from the influence of surface water, would be required to obtain accurate groundwater levels on the site.

It should be recognized that fluctuations of the groundwater table may occur due to seasonal variations in the amount of rainfall, runoff and other factors not evident at the time the boring was performed. Therefore, groundwater levels during construction or at other times in the life of the structure may be higher or lower than the levels indicated on the boring log. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

5.0 ENGINEERING RECOMMENDATIONS

Based on the encountered subsurface conditions, the tower can be constructed on drilled piers or a mat foundation. The lightly loaded equipment building can be supported on shallow spread footings. Shallow foundation and drilled pier recommendations are presented in the following paragraphs.

5.1 Tower Foundation

Drilled Pier Alternative: Based on the results of the boring, the following drilled pier design parameters have been developed:

Table 2 – Drilled Pier Foundation Design Parameters

Depth * (feet)	Description **	Allowable Skin Friction (psf)	Allowable End Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Internal Angle of Friction (Degree)	Cohesion (psf)	Lateral Subgrade Modulus (pci)	Strain, &sub50 (in/in)
0 – 3	Topsoil and Lean Clay	Ignore	Ignore	Ignore	-	-	Ignore	Ignore
3 – 6	Lean Clay	425	3,000	1,500	0	1,500	125	0.007
6 – 21.5	Weathered Shale	600	5,000	3,500	0	3,500	280	0.004
21.5 – 31.5	Shale	3,000	40,000	6,000	0	60,000	3,000	0.00001

* Pier inspection is recommended to adjust pier length if variable soil/rock conditions are encountered.

** A total unit weight of 120 and 140 pcf can be estimated for the lean clay and shale, respectively.

The above indicated cohesion, friction angle, lateral subgrade modulus and strain values have no factors of safety, and the allowable skin friction and the passive resistances have factors of safety of 2. The cohesion, internal friction angle, lateral subgrade modulus and strain values given in the above table are based on the boring, published correlation values and Terracon's past experience with similar soil/rock types. These values should, therefore, be considered approximate. The allowable end bearing pressure provided in the table has an approximate factor of safety of at least 3. Total settlement of drilled piers founded on competent shale and designed using the above parameters is not anticipated to exceed ½ inch.

The upper 3 feet of topsoil and lean clay should be ignored due to the potential affects of frost action and construction disturbance. To avoid a reduction in uplift and lateral resistance caused by variable bedrock depths and bedrock quality, it is recommended that a minimum pier length and minimum rock socket length be stated on the design drawings. Competent shale was encountered in our boring below a depth of about 21½ feet, but could vary between tower legs, or if the tower is moved from the location of our boring. If the tower center is moved from the planned location, Terracon should be notified to review the recommendations and determine whether an additional boring is required. It may be difficult to differentiate between the weathered shale and competent shale; therefore, we recommend that a Terracon engineer observe the drilled pier excavation prior to placement of concrete and reinforcing steel.

Although the boring was able to penetrate the highly weathered shale, there is a possibility that larger diameter drilled pier equipment will refuse on this material, or at higher elevations than shown in our boring. The contractor should recognize the hardness of the material and be prepared to use rock teeth or other means to extend through these layers.

A drilled pier foundation should be designed with a minimum shaft diameter of 30 inches to facilitate clean out and possible dewatering of the pier excavation. Temporary casing may be required during the pier excavation in order to control possible groundwater seepage and support the sides of the excavation in weak soil zones. Care should be taken so that the sides and bottom of the excavations are not disturbed during construction. The bottom of the shaft should be free of loose soil or debris prior to reinforcing steel and concrete placement.

A concrete slump of at least 6 inches is recommended to facilitate temporary casing removal. It should be possible to remove the casing from a pier excavation during concrete placement provided the concrete inside the casing is maintained at a sufficient level to resist any earth and hydrostatic pressures outside the casing during the entire casing removal procedure.

Mat Foundation Alternative: The mat foundation can be designed using the following natural soil/engineered fill parameters. These parameters are based on the findings of the boring, a review of published correlation values and Terracon's experience with similar soil conditions. These design parameters also assume that the base of the mat foundation will rest on natural soils or well-graded crushed stone that is compacted and tested on a full time basis.

Table 3 – Mat Foundation Design Parameters

Depth (feet)	Description	Allowable Contact Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Coefficient of Friction, Tan δ	Vertical Modulus of Subgrade Reaction (pci)
0 – 2	Topsoil and Lean Clays	Ignore	Ignore	-	
2 – 6	Lean Clay or Crushed Stone Fill	3,000	1,500	0.35	125
≥ 6	Weathered Shale or Crushed Stone Fill	5,000	1,500	0.35	150

To assure that soft soils are not left under the mat foundation, it is recommended that a geotechnical engineer observe the foundation subgrade prior to concrete placement. Provided the above recommendations are followed, total mat foundation settlements are not anticipated to exceed about 1 inch. Differential settlement should not exceed 50 percent of the total settlement.

5.2 Equipment Building Foundations

The proposed equipment shed may be supported on shallow footings bearing on stiff natural soils. The equipment building foundations should be dimensioned using a net allowable soil bearing pressure of 2,500 pounds per square foot (psf). In using net allowable soil pressures for footing dimensioning, the weight of the footings and backfill over the footings need not be

considered. Furthermore, the footings should be at least 12 inches wide and a minimum of 2 feet square.

The geotechnical engineer or a qualified representative should observe the foundation excavations to verify that the bearing materials are suitable for support of the proposed loads. If, at the time of such observation, any soft soils are encountered at the design foundation elevation, the excavations should be extended downward so that the footings rest on stiff soils. If it is inconvenient to lower the footings, the proposed footing elevations may be re-established by backfilling after the undesirable material has been removed.

The recommended soil bearing value should be considered an upper limit, and any value less than that listed above would be acceptable for the foundation system. Using the value given, total settlement would be about 1 inch or less with differential settlements being less than 75 percent of total settlement. Footings should be placed at a depth of 2 feet, or greater, below finished exterior grade for protection against frost damage.

5.3 Parking and Drive Areas

The drive that accesses the site will be surfaced with crushed stone. Parking and drive areas that are surfaced with crushed stone should have a minimum thickness of 6 inches and be properly placed and compacted as outlined herein. The crushed stone should meet Kentucky Transportation Cabinet specifications and applicable local codes.

A paved section consisting only of crushed graded aggregate base course should be considered a high maintenance section. Regular care and maintenance is considered essential to the longevity and use of the section. Site grades should be maintained in such a manner as to allow for adequate surface runoff. Any potholes, depressions or excessive rutting that may develop should be repaired as soon as possible to reduce the possibility of degrading the soil subgrade.

5.4 Site Preparation

Site preparation should begin with the removal of any topsoil, loose, soft or otherwise unsuitable materials from the construction area. The geotechnical engineer should evaluate the actual stripping depth, along with any soft soils that require undercutting at the time of construction.

Any fill and backfill placed on the site should consist of approved materials that are free of organic matter and debris. Suitable fill materials should consist of well graded crushed stone below the tower foundation and well graded crushed stone or low plasticity cohesive soil elsewhere. Low-plasticity cohesive soil should have a liquid limit of less than 45 percent and a plasticity index of less than 25 percent. Based on our limited testing to date, the upper 6 feet of on site soils are considered suitable for re-use as fill. It is recommended that during

construction these soils be further tested and evaluated prior to use as fill. Fill should not contain frozen material and it should not be placed on a frozen subgrade.

The fill should be placed and compacted in lifts of 9 inches or less in loose thickness. Fill placed below structures or used to provide lateral resistance should be compacted to at least 98 percent of the material's maximum standard Proctor dry density (ASTM D-698). Fill should be placed, compacted, and maintained at moisture contents within minus 1 to plus 3 percent of the optimum value determined by the standard Proctor test.

The geotechnical engineer should be retained to monitor fill placement on the project and to perform field density tests as each lift of fill is placed in order to evaluate compliance with the design requirements. Standard Proctor and Atterberg limits tests should be performed on the representative samples of fill materials before their use on the site.

5.5 Resistivity Analysis

Resistivity of the subsurface soils was measured at the site using a Nilsson Model 400 soil resistivity meter. The Wenner Vertical Profiling Method was used. With this array, potential electrodes are centered on a traverse line between the current electrodes and an equal "A" spacing between electrodes is maintained. Resistivity measurements were taken along 2 traverses located along the perimeter of the staked tower compound. Individual resistivity values at 5, 10, 15, 20, 30 and 40 foot spacings are presented on the soil resistivity test sheet in the Appendix.

6.0 GENERAL COMMENTS

Terracon should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Terracon also should be retained to provide testing and observation during excavation, grading, foundation and construction phases of the project.

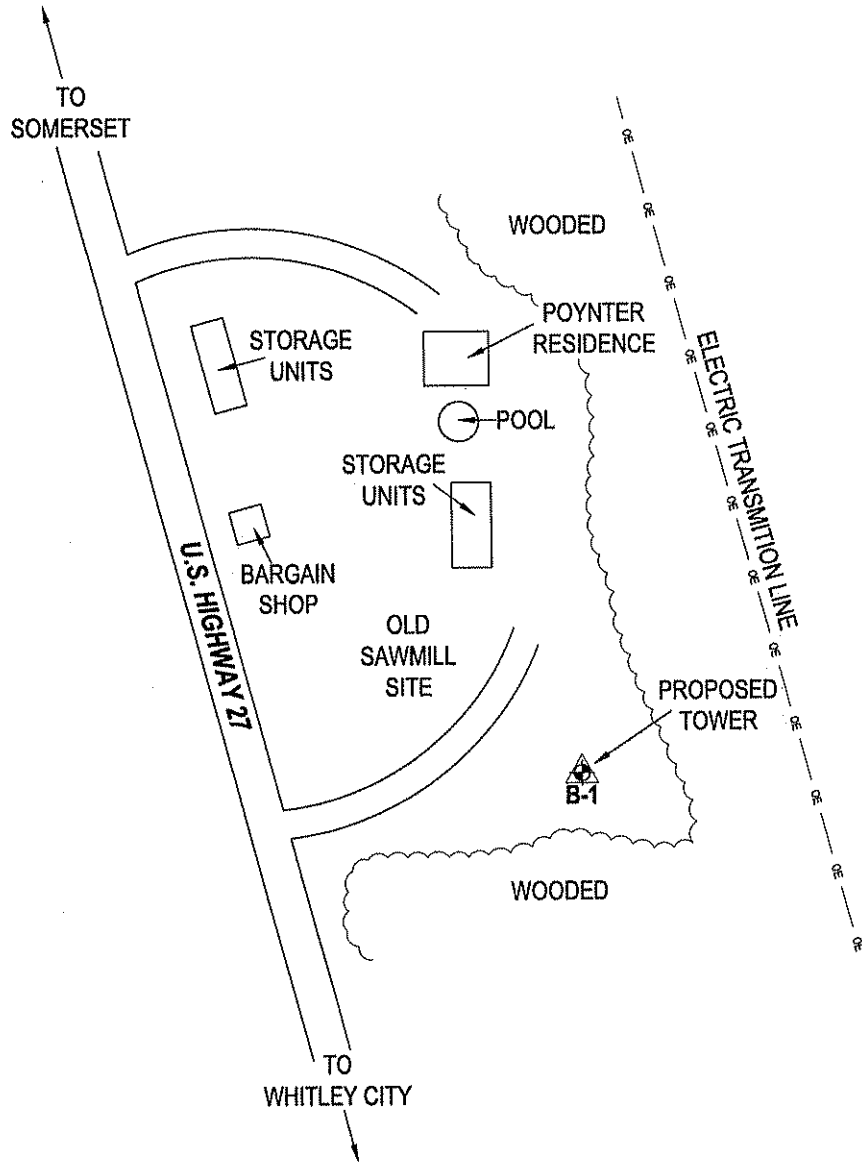
The analysis and recommendations presented in this report are based upon the data obtained from the boring performed at the indicated location and from other information discussed in this report. This report does not reflect variations that may occur across the site, between tower legs or due to the modifying effects of weather. The nature and extent of such variations may not become evident until during or after construction. If variations appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided.

The scope of services for this project does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is

concerned about the potential for such contamination or pollution, other studies should be undertaken.

This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either express or implied, are intended or made. Site safety, excavation support, and dewatering requirements are the responsibility of others. In the event that changes in the nature, design, or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless Terracon reviews the changes and either verifies or modifies the conclusions of this report in writing.

APPENDIX



NOTE
 [DRAWN PER SITE SURVEYORS SKETCH]

LEGEND



APPROXIMATE BORING LOCATION
 OVERHEAD ELECTRIC LINE

N
 ↑
 ↓
 S
 NOT TO SCALE

THIS DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Project Mngr: JLT	Project No. 57067549		BORING LOCATION DIAGRAM	FIG. No.
Drawn By: DWD	Scale: AS SHOWN		GEOTECHNICAL ENGINEERING REPORT	
Checked By: JLT/MRF	File No. GEO57067549-2		FLAT ROCK	
Approved By: EH	Date: DECEMBER 2006		72 BRYANT MILL ROAD WHITLEY CITY, KY	2
		4545 Bishop Lane, Suite 101 (502) 456-1256	Louisville, KY 40218 (502) 456-1278	

LOG OF BORING NO. B-1

CLIENT Bluegrass Cellular Partnership										
SITE 72 Bryant Mill Road Whitley City, Kentucky		PROJECT Proposed Flat Rock Telecommunication Tower								
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	SAMPLES				TESTS			
			USCS SYMBOL	NUMBER	TYPE	RECOVERY, in.	SPT-N BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf
	Approx. Surface Elev.: 1340 ft <hr/> 0.1 TOPSOIL / 1340 LEAN CLAY with trace sand & weathered rock, brown, very stiff to hard	CL	1	SS	18	23	14		9000*	LL = 38 PL = 20 PI = 18
	<hr/> 6 1334 SEVERELY WEATHERED SHALE brown to dark gray, soft to moderately hard	CL	2	SS	8	42 50/1	14		9000*	
			3	SS	12	33 50/5	11		8000*	
			4	SS	5	50/5	10		9000*	
			5	SS	0	50/3				
			6	SS	10	32 50/4	14			
	21.5 Auger Refusal at 21.5 feet, Began Coring 1318.5 SHALE very closely to closely jointed, moderately weathered, black, moderately hard to hard		7	DB	91%	RQD 51%			2900 psi	
	31.5 1308.5 Boring Terminated at 31.5 feet									

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer

WATER LEVEL OBSERVATIONS, ft

WL	▼		▼	
WL	▼		▼	
WL	Dry Upon Auger Completion			



BORING STARTED		11-29-06	
BORING COMPLETED		11-29-06	
RIG	CME-550	FOREMAN	MW
APPROVED	JLT	JOB #	57067549

BOREHOLE 89 57067549 LOGS.GPJ TERRACON.GDT 12/18/06



Project: Flat Rock
Project No.: 57067549
Performed By: CN
Checked By: TMH

Soil Resistivity

At-Grade Measurements (equal rod spacing)

Location	Depth of Interest (feet)	Electrode Spacing from Center (feet)		Resistance (ohms)		Resistivity (ohm-cm)
		Inner	Outer	Dial Reading	Range Switch	
	10	5	15	1.0	9.3	17810
	15	7.5	22.5	1.0	5.7	16373
	20	10	30	1.0	3.2	12256
	30	15	45	1.0	1.9	10916
	40	20	60	1.0	1.5	11490
B-B'	5	2.5	7.5	10.0	1.6	15320
	10	5	15	1.0	9.1	17427
	15	7.5	22.5	1.0	5.2	14937
	20	10	30	1.0	2.6	9958
	30	15	45	1.0	1.3	7181
	40	20	60	1.0	0.2	1532

Resistivity (ohm-cm) = $2 \cdot \pi \cdot a \cdot R \cdot 30.48$
R = resistivity (dial reading * range switch)
a = electrode spacing

Equipment Usage: Nilsson Soil Resistance Meter - Model 400

Additional Notes: _____

GENERAL NOTES

DRILLING & SAMPLING SYMBOLS:

SS:	Split Spoon - 1-3/8" I.D., 2" O.D., unless otherwise noted	HS:	Hollow Stem Auger
ST:	Thin-Walled Tube - 2" O.D., unless otherwise noted	PA:	Power Auger
RS:	Ring Sampler - 2.42" I.D., 3" O.D., unless otherwise noted	HA:	Hand Auger
DB:	Diamond Bit Coring - 4", N, B	RB:	Rock Bit
BS:	Bulk Sample or Auger Sample	WB:	Wash Boring or Mud Rotary

The number of blows required to advance a standard 2-inch O.D. split-spoon sampler (SS) the last 12 inches of the total 18-inch penetration with a 140-pound hammer falling 30 inches is considered the "Standard Penetration" or "N-value".

WATER LEVEL MEASUREMENT SYMBOLS:

WL:	Water Level	WS:	While Sampling	N/E:	Not Encountered
WCI:	Wet Cave in	WD:	While Drilling		
DCI:	Dry Cave in	BCR:	Before Casing Removal		
AB:	After Boring	ACR:	After Casing Removal		

Water levels indicated on the boring logs are the levels measured in the borings at the times indicated. Groundwater levels at other times and other locations across the site could vary. In pervious soils, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of groundwater levels may not be possible with only short-term observations.

DESCRIPTIVE SOIL CLASSIFICATION: Soil classification is based on the Unified Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

CONSISTENCY OF FINE-GRAINED SOILS

<u>Unconfined Compressive Strength, Qu, psf</u>	<u>Standard Penetration or N-value (SS) Blows/Ft.</u>	<u>Consistency</u>
< 500	<2	Very Soft
500 - 1,000	2-4	Soft
1,001 - 2,000	5-7	Medium Stiff
2,001 - 4,000	8-15	Stiff
4,001 - 8,000	16-30	Very Stiff
8,000+	30+	Hard

RELATIVE DENSITY OF COARSE-GRAINED SOILS

<u>Standard Penetration or N-value (SS) Blows/Ft.</u>	<u>Relative Density</u>
0 - 3	Very Loose
4 - 9	Loose
10 - 29	Medium Dense
30 - 49	Dense
50+	Very Dense

RELATIVE PROPORTIONS OF SAND AND GRAVEL

<u>Descriptive Term(s) of other constituents</u>	<u>Percent of Dry Weight</u>
Trace	< 15
With	15 - 29
Modifier	> 30

GRAIN SIZE TERMINOLOGY

<u>Major Component of Sample</u>	<u>Particle Size</u>
Boulders	Over 12 in. (300mm)
Cobbles	12 in. to 3 in. (300mm to 75 mm)
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Silt or Clay	Passing #200 Sieve (0.075mm)

RELATIVE PROPORTIONS OF FINES

<u>Descriptive Term(s) of other constituents</u>	<u>Percent of Dry Weight</u>
Trace	< 5
With	5 - 12
Modifiers	> 12

PLASTICITY DESCRIPTION

<u>Term</u>	<u>Plasticity Index</u>
Non-plastic	0
Low	1-10
Medium	11-30
High	30+

GENERAL NOTES
Description of Rock Properties

WEATHERING

Fresh	Rock fresh, crystals bright, few joints may show slight staining. Rock rings under hammer if crystalline.
Very slight	Rock generally fresh, joints stained, some joints may show thin clay coatings, crystals in broken face show bright. Rock rings under hammer if crystalline.
Slight	Rock generally fresh, joints stained, and discoloration extends into rock up to 1 in. Joints may contain clay. In granitoid rocks some occasional feldspar crystals are dull and discolored. Crystalline rocks ring under hammer.
Moderate	Significant portions of rock show discoloration and weathering effects. In granitoid rocks, most feldspars are dull and discolored; some show clayey. Rock has dull sound under hammer and shows significant loss of strength as compared with fresh rock.
Moderately severe	All rock except quartz discolored or stained. In granitoid rocks, all feldspars dull and discolored and majority show kaolinization. Rock shows severe loss of strength and can be excavated with geologist's pick.
Severe	All rock except quartz discolored or stained. Rock "fabric" clear and evident, but reduced in strength to strong soil. In granitoid rocks, all feldspars kaolinized to some extent. Some fragments of strong rock usually left.
Very severe	All rock except quartz discolored or stained. Rock "fabric" discernible, but mass effectively reduced to "soil" with only fragments of strong rock remaining.
Complete	Rock reduced to "soil". Rock "fabric" not discernible or discernible only in small, scattered locations. Quartz may be present as dikes or stringers.

HARDNESS (for engineering description of rock – not to be confused with Moh's scale for minerals)

Very hard	Cannot be scratched with knife or sharp pick. Breaking of hand specimens requires several hard blows of geologist's pick.
Hard	Can be scratched with knife or pick only with difficulty. Hard blow of hammer required to detach hand specimen.
Moderately hard	Can be scratched with knife or pick. Gouges or grooves to ¼ in. deep can be excavated by hard blow of point of a geologist's pick. Hand specimens can be detached by moderate blow.
Medium	Can be grooved or gouged 1/16 in. deep by firm pressure on knife or pick point. Can be excavated in small chips to pieces about 1-in. maximum size by hard blows of the point of a geologist's pick.
Soft	Can be gouged or grooved readily with knife or pick point. Can be excavated in chips to pieces several inches in size by moderate blows of a pick point. Small thin pieces can be broken by finger pressure.
Very soft	Can be carved with knife. Can be excavated readily with point of pick. Pieces 1-in. or more in thickness can be broken with finger pressure. Can be scratched readily by fingernail.

Joint, Bedding and Foliation Spacing in Rock^a

Spacing		Joints		Bedding/Foliation	
Less than 2 in.		Very close		Very thin	
2 in. – 1 ft.		Close		Thin	
1 ft. – 3 ft.		Moderately close		Medium	
3 ft. – 10 ft.		Wide		Thick	
More than 10 ft.		Very wide		Very thick	
Rock Quality Designator (RQD) ^b			Joint Openness Descriptors		
RQD, as a percentage	Diagnostic description		Openness		Descriptor
Exceeding 90	Excellent		No Visible Separation		Tight
90 – 75	Good		Less than 1/32 in.		Slightly Open
75 – 50	Fair		1/32 to 1/8 in.		Moderately Open
50 – 25	Poor		1/8 to 3/8 in.		Open
Less than 25	Very poor		3/8 in. to 0.1 ft.		Moderately Wide
			Greater than 0.1 ft.		Wide

- a. Spacing refers to the distance normal to the planes, of the described feature, which are parallel to each other or nearly so.
 b. RQD (given as a percentage) = length of core in pieces 4 in. and longer/length of run.

References: American Society of Civil Engineers. Manuals and Reports on Engineering Practice - No. 56. Subsurface Investigation for Design and Construction of Foundations of Buildings. New York: American Society of Civil Engineers, 1976.
 U.S. Department of the Interior, Bureau of Reclamation, Engineering Geology Field Manual.

UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests^A

				Soil Classification	
				Group Symbol	Group Name ^B
Coarse Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3^E$	GW	Well-graded gravel ^F
			$Cu < 4$ and/or $1 > Cc > 3^E$	GP	Poorly graded gravel ^F
		Gravels with Fines More than 12% fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F,G,H}
		Fines classify as CL or CH	GC	Clayey gravel ^{F,G,H}	
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3^E$	SW	Well-graded sand ^I
			$Cu < 6$ and/or $1 > Cc > 3^E$	SP	Poorly graded sand ^I
Sands with Fines More than 12% fines ^D		Fines classify as ML or MH	SM	Silty sand ^{G,H,I}	
		Fines Classify as CL or CH	SC	Clayey sand ^{G,H,I}	
Fine-Grained Soils 50% or more passes the No. 200 sieve	Silt and Clays Liquid limit less than 50	inorganic	$PI > 7$ and plots on or above "A" line ^J	CL	Lean clay ^{K,L,M}
			$PI < 4$ or plots below "A" line ^J	ML	Silt ^{K,L,M}
		organic	Liquid limit - oven dried < 0.75	OL	Organic clay ^{K,L,M,N}
			Liquid limit - not dried		Organic silt ^{K,L,M,O}
	Silt and Clays Liquid limit 50 or more	inorganic	PI plots on or above "A" line	CH	Fat clay ^{K,L,M}
			PI plots below "A" line	MH	Elastic Silt ^{K,L,M}
		organic	Liquid limit - oven dried < 0.75	OH	Organic clay ^{K,L,M,P}
			Liquid limit - not dried		Organic silt ^{K,L,M,Q}
Highly organic soils	Primarily organic matter, dark in color, and organic odor			PT	Peat

^ABased on the material passing the 3-in. (75-mm) sieve

^BIf field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^CGravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^DSands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

^E $Cu = D_{60}/D_{10}$ $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$

^FIf soil contains $\geq 15\%$ sand, add "with sand" to group name.

^GIf fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^HIf fines are organic, add "with organic fines" to group name.

^IIf soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^JIf Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^KIf soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^LIf soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

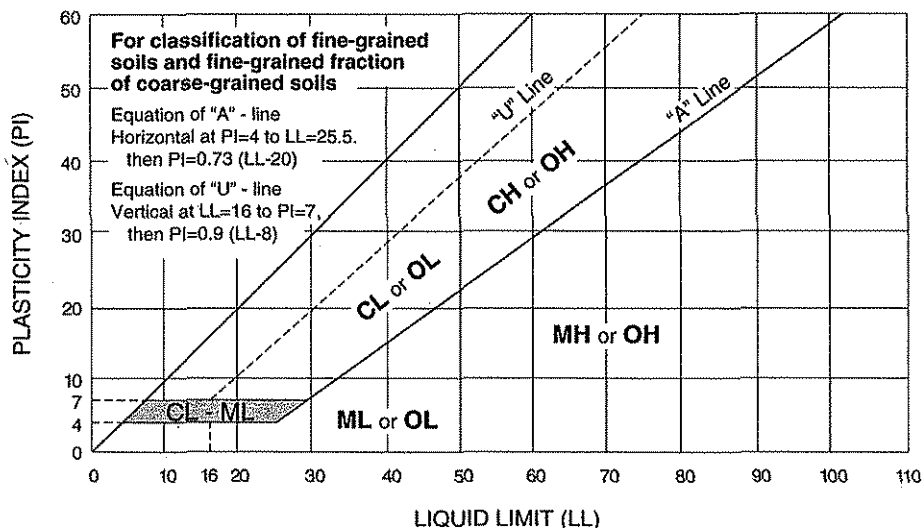
^MIf soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.



Terracon

LEGEND

- SET 3/4" BY 18" STEEL REBAR WITH ID CAP # 1304
- ▲ 1/4" BY 2" MAG NAIL SET WITH ID WASHER # 1304
- MONUMENT FOUND (STATED)
- ▲ MAG NAIL FOUND
- R/W MARKER

SURVEYOR CERTIFICATE

Based on a Class "A" survey performed by Tim Thompson, LS 1304 in January 2007 by the method of random traverse with an unadjusted field closure of 1 in 33,484. The traverse was not closed and balanced. The basis of bearings is KY South Grid based on GPS data collected on January 19, 2007. Steel pins set are 3/4 inch in diameter by eighteen inches long rebar with ID cap "LS 1304". Magnails set are 1/4 inch in diameter by two inches long with ID washer "LS 1304".

Tim Thompson Feb 12, 2007
 Tim Thompson L.S. #1304 Date



SURVEY NOTES

1. THE SURVEY DATA SHOWN HEREON IS BASED ON STATE PLANE AND GRID NORTH (KY SOUTH ZONE). CONVERGENCE TO TRUE NORTH AT THE PROPOSED TOWER CENTER AS SHOWN IS 0'46'10" WEST OF GRID NORTH.
2. LATITUDE AND LONGITUDE ARE BASED ON NAD 83
3. ELEVATIONS ARE BASED ON NAVD 88
4. A TITLE SEARCH WAS NOT PERFORMED ON THIS PROPERTY. THIS SURVEY WAS LIMITED TO FEATURES IN THE VICINITY OF THE ACCESS EASEMENT AND LEASE AREA ONLY.
5. UNDERGROUND UTILITIES MAY EXIST ON THIS SITE WHICH ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND HAVE THEM LOCATE ANY UTILITY THAT THEY MAY HAVE IN THE AREA.
6. THE PROPOSED LEASE AREA FOR THIS FACILITY DOES NOT LIE WITHIN ANY FIA FLOOD HAZARD AREA. COMMUNITY PANEL #210343 0004A, NOV. 25, 1977
7. TOWER BASE STAKED FOR 19' LEG SPREAD.

BUILDING PERMIT REGULATIONS

ACCORDING TO TONY JONES, DEPUTY COUNTY JUDGE EXECUTIVE OF McCREARY COUNTY, NO LOCAL PLANNING UNIT EXISTS, WHICH HAS GEOGRAPHICAL JURISDICTION OF THE SUBJECT CELL SITE. THE COUNTY JUDGE EXECUTIVE'S OFFICE MAY BE CONTACTED AT (606) 376-2413 FOR CONFIRMATION.

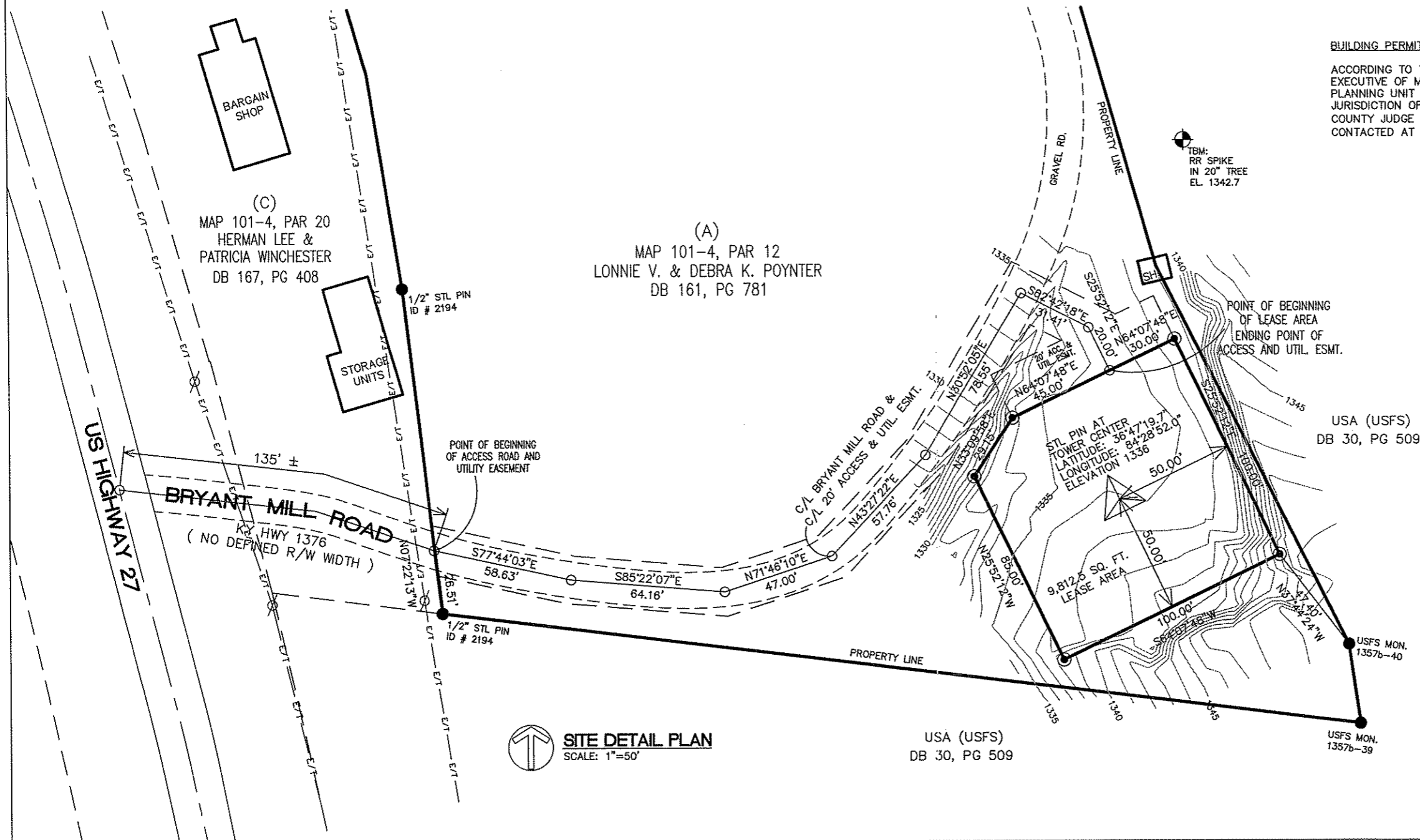
BLUEGRASS CELLULAR

2902 RING ROAD
 ELIZABETHTOWN, KY 42701
 PHONE: (270) 769-0339
 FAX: (270) 737-0580

**CELLULAR COMMUNICATION TOWER SITE SURVEY
 BLUEGRASS CELLULAR**

NAME: FLAT ROCK NO:
 LONNIE V. and DEBRA K. POYNTER
 PROPERTY
 72 BRYANT MILL ROAD
 WHITLEY CITY, McCREARY CO., KY 42653

TIM THOMPSON
 Professional Engineer
 Land Surveyor
 232 Henton Court
 Versailles, KY 40383
 (606) 873-5252 FAX (606) 873-2525
 FILE: FLAT_ROCK.DWG
 DATE: FEB. 12, 2007 REV.
 SHEET 2 OF 2



PROPERTY

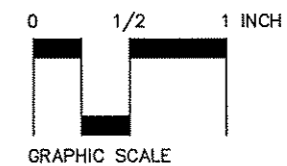
LONNIE V. & DEBRA K. POYNTER
 DEED BOOK 161, PAGE 781

ELECTRIC SERVICE

SOUTH KENTUCKY RECC
 (606) 376-5997

TELEPHONE SERVICE

HIGHLAND TELEPHONE COOP
 (606) 376-5311



Tim Thompson
Professional Engineer · Land Surveyor

BLUEGRASS CELLULAR

Flat Rock Site


Drive to directions:

February 12, 2007

Owner: Lonnie V. and Debra K. Poynter
P.O. Box 88
Parkers Lake, KY 42634

Site Address: 72 Bryant Mill Road
Whitley City, KY 42653

From the McCreary County courthouse in Whitley City, KY go east for 0.2 miles to US Highway 27. Turn left on US Highway 27 and go north 4.6 miles to Bryant Mill Road on the right. Turn right on Bryant Mill Road (gravel) and go 0.1 miles up hill to tower site on the right.


Tim Thompson, LS 1304

232 Henton Ct.
Versailles, KY 40383

T: (859) 873-5252
F: (859) 873-5252
M: (859) 221-5252
E: TIMT2S@aol.com



March 15, 2007

Lonnie V. and Debra K. Poynter
P.O. Box 88
Parkers Lake, KY 42634

Public Notice

Cumberland Cellular Partnership is a Kentucky general partnership that markets its services as Bluegrass Cellular. Bluegrass Cellular has been serving Central Kentucky with wireless communications services for over 15 years.

Cumberland Cellular Partnership is applying to the Public Service Commission of the Commonwealth of Kentucky (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new cell facility to provide cellular radio service. This facility will include a 240-foot tower to be located at 72 Bryant Mill Road, Whitley City, Kentucky, 42653. A map showing the location is attached.

The Commission invites your comments regarding this proposed construction. Also, the Commission wants you to be aware of your right to intervene in this matter. Your comments and request for intervention should be addressed to:

**Executive Director's Office
Public Service Commission of Kentucky
P.O. Box 615
Frankfort, Kentucky, 40602.**

Please refer to case number 2007-00073 in your correspondence.

Bluegrass Cellular welcomes the opportunity to serve and provide wireless service in your community! (For more information, please check us out online at www.myblueworks.com)

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none">■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee <i>Debra Kay Poynter</i></p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery 3-21-07</p>
<p>1. Article Addressed to:</p> <p>Lonnie V. and Debra K. Poynter P.O. Box 88 Parkers Lake, KY 42634</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7006 2760 0000 9423 5403</p>

March 15, 2007

Joseph R. and Sara T. Poynter
P.O. Box 88
Parkers Lake, KY 42634

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1. Article Addressed to: Joseph R. and Sara T. Poynter P.O. Box 88 Parkers Lake, KY 42634	B. Received by (Printed Name) <i>Joseph R. Poynter</i> C. Date of Delivery <i>3/23/07</i>
2. Article Number (Transfer from service label)	D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
PS Form 3811, February 2004	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
	7006 2760 0000 9423 5458 Domestic Return Receipt 102595-02-M-1540

March 15, 2007

Norfolk Southern Corporation
Division Superintendent for Norfolk Southern Railroad
P.O. Box 14823
Knoxville, KY 37914

Public Notice

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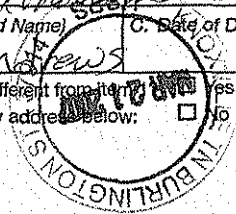
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Public Service Commission of Kentucky
P.O. Box 615
Frankfort, Kentucky, 40602.

Please refer to case number 2007-00073 in your correspondence.

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<p>1. Article Addressed to:</p> <p>Norfolk Southern Corporation Division Superintendent for Norfolk Southern Railroad P.O. Box 14823 Knoxville, KY 37914</p>	
	<p>3. Service type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7006 2760 0000 9423 5434</p>

March 15, 2007

Herman Lee and Patricia Winchester
P.O. Box 1033
Stearns, KY 42647

Public Notice

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Public Service Commission of Kentucky
P.O. Box 615
Frankfort, Kentucky, 40602.**

Please refer to case number 2007-00073 in your correspondence.

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<p>1. Article Addressed to:</p> <p>Herman Lee and Patricia Winchester P.O. Box 1033 Stearns, KY 42647</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number (Transfer from service label)</p> <p>7006 2760 0000 9423 5427</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

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

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

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, to be similar in substance to that specified, and be suited to the same use as that specified. The applications 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

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.

6.08 Permits

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.

6.07 Patent Fees and Royalties

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.

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 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 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

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

6.12 Record 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, not shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

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.

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.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, 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.

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.

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

A. Limitation on Use of Site and Other Areas

6.11 Use of Site and Other Areas

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.

6.10 Taxes

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.

obligations under paragraph 3.03.

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

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.

6.09 Laws and Regulations

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.

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

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.

6.17 Shop Drawings and Samples

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.

6.16 Emergencies

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.

6.15 Hazard Communication Programs

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.

6.14 Safety Representative

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).

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

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.

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

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:

6.13 Safety and Protection

ENGINEER for OWNER. 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

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

6.18 *Continuing the Work*

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.

F. *Resubmittal Procedures*

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; not will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

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.

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.

E. *ENGINEER'S REVIEW*

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

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

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.

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.

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

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

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

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

D. *Submittal Procedures*

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.

in the Specifications. numbers of each Sample to be submitted will be as specified for the limited purposes required by paragraph 6.17.E. The may require to enable ENGINEER to review the submittal and the use for which intended and otherwise as ENGINEER material, Supplier, pertinent data such as catalog numbers, submittals. Each Sample will be identified clearly as to

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'S 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.

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.

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

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 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, 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, 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

and tests of subsurface conditions and drawings of physical 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, not 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.

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

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

9.10 Limitations on ENGINEER's Authority and Responsibilities

9.07 Shop Drawings, Change Orders and Payments

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.

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.

9.06 Rejecting Defective 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 concept of the completed Project as a functioning whole as indicated by the Contract Documents, these may 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, if any, 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.

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 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, if any, 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.

9.09 Decisions on Requirements of Contract Documents and Acceptability of Work

9.05 Authorized Variations in 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.

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, if any, 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.

9.08 Determinations for Unit Price Work

9.04 Clarifications and Interpretations

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.

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.

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.

of 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 content 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

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 returns and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

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 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

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,

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

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.

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.

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

5. Supplemental costs including the following:
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.

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.

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

f. 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.

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.

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.

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

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.

and royalty payments and fees for permits and licenses.

2. CONTRACTOR'S costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allow-

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

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:

11.02 Cash Allowances

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.

determined as set forth in paragraph 12.01.C.

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.

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.

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.

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.

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

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

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

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

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.

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.

11.03 Unit Price Work

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.

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.

considered administrative costs covered by the CONTRACTOR'S fee.

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 subcontractors 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 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

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.

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 on behalf 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

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

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.

13.07 Correction Period

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).

13.06 Correction or Removal of Defective Work

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.

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

13.05 OWNER May Stop the Work

paragraph 10.05. CONTRACTOR may make a Claim therefor as provided in unable to agree as to the amount or extent thereof, testing, replacement, and reconstruction. If the parties are able to such uncovering, exposure, observation, inspection, the Contract Times (or Milestones), or both, directly attributable to an increase in the Contract Price or an extension of Work is not found to be defective, CONTRACTOR shall be therefor as provided in paragraph 10.05. If, however, such agree as to the amount thereof, OWNER may make a Claim decrease in the Contract Price. If the parties are unable to of others); and OWNER shall be entitled to an appropriate but not limited to all costs of repair or replacement (including and of satisfactory replacement or reconstruction (including uncovering, exposure, observation, inspection, and testing, dispute resolution costs) arising out of or relating to such other professionals and all court or arbitration or other 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 necessary labor, material, and equipment. If it is found that require, that portion of the Work in question, furnishing all for observation, inspection, or testing as ENGINEER may request, shall uncover, expose, or otherwise make available or tested by others, CONTRACTOR, at ENGINEER'S that covered Work be observed by ENGINEER or inspected B. If ENGINEER considers it necessary or advisable CONTRACTOR'S expense.

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

13.04 Uncovering Work

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.

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.

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

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.

13.09 OWNER May Correct 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.

13.08 Acceptance of Defective Work

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.

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.

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

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.

14.01 Schedule of Values

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

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.

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, or the replacement of CONTRACTOR's defective Work.

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.

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 requested 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,

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 remaining after deduction of the amount so withheld.

ENGINEER's opinion to protect OWNER from loss previously made, to such extent as may be necessary in revise or revoke any such payment recommendation 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 finishing 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.

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.

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 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 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.

15.02. A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate

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

3. CONTRACTOR's disregard of the authority of ENGINEER; or

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

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);

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

15.02 OWNER May Terminate for Cause

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 Time, or both, directly attributable to any such suspension. CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.01 OWNER May Suspend Work

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

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

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

A. The making and acceptance of final payment will constitute;

14.09 Waiver of Claims

constitute a waiver of Claims. conditions governing final payment, except that it shall not payment. Such payment shall be made under the terms and TRACTOR to ENGINEER with the Application for such completed and accepted shall be submitted by CON-

paragraph 5.01, the written consent of the surety to the Agreement, and if Bonds have been furnished as required in or corrected is less than the retainer stipulated in the balance to be held by OWNER for Work not fully completed of the Work fully completed and accepted. If the remaining Agreement, make payment of the balance due for that portion recommendation of ENGINEER, and without retaining the CONTRACTOR's final Application for Payment and ENGINEER so confirms, OWNER shall, upon receipt of completion of the Work is significantly delayed; and if A. If, through no fault of CONTRACTOR, final

14.08 Final Completion Delayed

ER to CONTRACTOR. will become due and, when due, will be paid by OWNER to CONTRACTOR. mentation, the amount recommended by ENGINEER. The Application for Payment and accompanying documents shall be submitted to OWNER of I. Thirty days after the presentation to OWNER of

C. Payment Becomes Due

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

B. Review of Application and Acceptance

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and the 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.

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

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;

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;

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):

15.03 OWNER May Terminate For Convenience

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

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

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.

as permitted by this paragraph.

directly attributable to CONTRACTOR's stopping the Work Price or Contract Times or otherwise for expenses or damage Claim under paragraph 10.05 for an adjustment in Contract not intended to preclude CONTRACTOR from making a interest thereon. The provisions of this paragraph 15.04 are is made of all such amounts due CONTRACTOR, including to OWNER and ENGINEER, stop the Work until payment be due, CONTRACTOR may, seven days after written notice days to pay CONTRACTOR any sum finally determined to 30 days after it is submitted, or OWNER has failed for 30 NEER has failed to act on an Application for Payment within without prejudice to any other right or remedy, if ENGI- paragraph 15.03. In lieu of terminating the Contract and OWNER payment on the same terms as provided in within that time, terminate the Contract and recover from or ENGINEER do not remedy such suspension or failure notice to OWNER and ENGINEER, and provided OWNER be due, then CONTRACTOR may, upon seven days written days to pay CONTRACTOR any sum finally determined to within 30 days after it is submitted, or OWNER fails for 30 or ENGINEER fails to act on any Application for Payment OWNER or under an order of court or other public authority, Work is suspended for more than 90 consecutive days by A. If, through no act or fault of CONTRACTOR, the

15.04 CONTRACTOR May Stop Work or Terminate

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.

4. for reasonable expenses directly attributable to termination. 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

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.

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 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 TheIen Associates, Inc., shall be considered technical data upon which Contractor may rely on and shall be consider part of these project specifications.

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.

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

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.

occurrence

- a. General Aggregate \$1,000,000
- b. Products – Completed Operations \$1,000,000 Aggregate

- 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
- a. Bodily Injury 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
- a. Bodily Injury Annual Aggregate \$1,000,000

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

5.06. Property Insurance

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:

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

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:

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

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

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 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 "Engineers" in all locations where they appear in the paragraph and inserting the words "Owner" and "Owners", 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.

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 "Owners", 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. Selecting 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 Engineers 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 after receipt of the last submittal of Contractor.

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 "Engineers" 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, 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

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.



Robin McQuary
Prevailing Wage Specialist

Sincerely,

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-00351-07-1, Heavy/Highway

I am enclosing a copy of the current prevailing wage determination number CR-1-015, dated January 17, 2007 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.

This office is in receipt of your written notification on the above project as required by KRS 337.510 (1).

Dear John Scheben Jr.:

Advertising Date as Shown on Notification: February 15, 2007

Re: Northern Ky Water District, Sub-District G, Water Main Extension Project

John Scheben Jr.
Northern Ky. Water District
2835 Crescent Springs Road
Erlanger KY 41018

February 7, 2007

Jim Zimmerman
Executive Director

Phillip J. Anderson
Commissioner

Teresa J. Hill
Secretary

DEPARTMENT OF LABOR
OFFICE OF WORKPLACE STANDARDS

1047 US Hwy 127 S STE 4
Frankfort, Kentucky 40601
Phone: (502) 564-3070
www.labor.ky.gov

ENVIRONMENTAL AND PUBLIC PROTECTION CABINET

Ernie Fletcher
Governor



KENTUCKY DEPARTMENT OF LABOR
PREVAILING WAGE DETERMINATION
CURRENT REVISION
LOCALITY NO. 15
KENTON COUNTY

Determination No. CR-1-015 2007

Date of Determination: January 17, 2007

Project No. 061-B-00054-06-3
Type: Building

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-1-015 2007.

Apprentices shall be permitted to work as such subject to Administrative Regulations adopted by the Executive Director 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 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, paths, trails, 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.

Jin Zimmerman, Executive Director
Office of Workplace Standards
Kentucky Department of Labor

Determination No. CR-1-015 2007
January 17, 2007

ASBESTOS/INSULATION WORKERS:

Asbestos/Insulation Workers: (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems):
 \$23.98 BASE RATE
 10.79 FRINGE BENEFITS

Hazardous Material Handlers: (Includes preparation, wetting, stripping, removal, scraping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems):
 \$21.00 BASE RATE
 8.30 FRINGE BENEFITS

BOILERMAKERS:

\$31.29 BASE RATE
 15.47 FRINGE BENEFITS

BRICKLAYERS:

Bricklayers, Caulkers, Cleaners, Pointers & Stone Masons:

\$25.96 BASE RATE
 8.64 FRINGE BENEFITS

Refractory:

BUILDING

\$26.46 BASE RATE
 8.64 FRINGE BENEFITS

Marble Setters, Terrazzo Workers, & Tile Setters:

BUILDING

\$25.92 BASE RATE
 8.64 FRINGE BENEFITS

Marble, Terrazzo & Tile Finishers:

BUILDING

\$21.48 BASE RATE
 8.64 FRINGE BENEFITS

Marble Sanders, Polishers, Waxers, & Sawyers:

BUILDING

\$21.55 BASE RATE
 8.64 FRINGE BENEFITS

Terrazzo Base Grinders (While operating base grinding machine):

BUILDING

\$21.90 BASE RATE
 8.64 FRINGE BENEFITS

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

CARPENTERS:

Carpenters & Piledrivemen (Does not include Walls & Ceiling Work):

BUILDING BASE RATE \$20.45 FRINGE BENEFITS 8.84

HEAVY & HIGHWAY

BUILDING BASE RATE \$22.42 FRINGE BENEFITS 4.73

Carpenters & Lathers (Walls & Ceiling Work Only):

BUILDING BASE RATE \$20.75 FRINGE BENEFITS 8.69

HEAVY & HIGHWAY

BUILDING BASE RATE \$33.63 FRINGE BENEFITS 4.73

Divers:

CEMENT MASONS:

BUILDING

BASE RATE \$21.25 FRINGE BENEFITS 8.05

HEAVY & HIGHWAY

BASE RATE \$24.53 FRINGE BENEFITS 7.95

ELECTRICIANS:

LINE CONSTRUCTION:

Linemen:

BUILDING

BASE RATE \$28.30 FRINGE BENEFITS 10.34

Equipment Operator:

BUILDING

BASE RATE \$25.47 FRINGE BENEFITS 9.78

Groundmen:

BUILDING

BASE RATE \$18.40 FRINGE BENEFITS 8.38

ELECTRICIAN SOUND COMMUNICATION:

Installer:

BASE RATE \$18.00 FRINGE BENEFITS 3.475

Cable Puller:

BASE RATE \$9.00 FRINGE BENEFITS 2.64

Electrical Sign & Luminous Building Installer:

BUILDING BASE RATE \$12.88 FRINGE BENEFITS 1.03

ELEVATOR MECHANICS:

BASE RATE \$30.775
FRINGE BENEFITS 12.015

GLAZIERS:

BASE RATE \$23.00
FRINGE BENEFITS 8.40

IRONWORKERS:

BASE RATE \$24.50
FRINGE BENEFITS 14.62

Structural & Ornamental:

BASE RATE \$22.05
FRINGE BENEFITS 14.62

Fence Erector:

BASE RATE \$23.95
FRINGE BENEFITS 14.00

Reinforcing:
Beyond 30-mile radius of Hamilton County, OH Courthouse

BASE RATE \$23.70
FRINGE BENEFITS 14.00

Up to and including 30-mile radius of Hamilton County, OH Courthouse

LABORERS/BUILDING:

Building & Common Laborer, Asbestos Removal, Cement Mason Tender, Hand Operated Mechanical Mule,

Mechanical Sweeper, Signaler, Flagger & Wrecking Laborer:

BASE RATE \$21.50
FRINGE BENEFITS 6.55

BUILDING

Bottom Man & Pipe Layer:

BASE RATE 21.60
FRINGE BENEFITS 6.55

BUILDING

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:

BASE RATE \$21.65
FRINGE BENEFITS 6.55

BUILDING

Bottom Jackhammer Man:

BASE RATE \$21.70
FRINGE BENEFITS 6.55

BUILDING

Tunnel Laborer:

BASE RATE \$22.00
FRINGE BENEFITS 6.55

BUILDING

Gunnite Nozzle Operator:

BASE RATE \$22.25
FRINGE BENEFITS 6.55

BUILDING

Brick Mason Tender:

BASE RATE \$23.15
FRINGE BENEFITS 6.55

BUILDING

LABORER/BUILDING: (Continued)

PLASTERER TENDER:

Mixer Pump Operator:	BUILDING	BASE RATE	\$18.45	FRINGE BENEFITS	3.90
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Tender:	BUILDING	BASE RATE	\$18.30	FRINGE BENEFITS	3.90
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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	\$22.97	FRINGE BENEFITS	6.55
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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, Screeman 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	\$23.14	FRINGE BENEFITS	6.55
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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	\$23.47	FRINGE BENEFITS	6.55
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GROUP 4:

Miner (With Air-pressurized - \$1.00 premium), & Gunnite Nozzle Person:

HEAVY & HIGHWAY	BASE RATE	\$23.92	FRINGE BENEFITS	6.55
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Signal Person will receive the rate equal to the rate paid the laborer classification for which he or she is signaling

MILLWRIGHTS:

BASE RATE	\$21.90	FRINGE BENEFITS	7.92
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OPERATING ENGINEERS/BUILDING:

GROUP 1 Boom & Jib 250' over: BUILDING BASE RATE \$28.59 FRINGE BENEFITS 9.31

GROUP 2 Boom & Jib Over 180' through 249: BUILDING BASE RATE \$28.34 FRINGE BENEFITS 9.31

GROUP 3 Boom & Jib 150' through 180': BUILDING BASE RATE \$27.84 FRINGE BENEFITS 9.31

GROUP 4 Master Mechanic: BUILDING BASE RATE \$27.59 FRINGE BENEFITS 9.31

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); 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 \$27.34 FRINGE BENEFITS 9.31

GROUP 6

Asphalt Paver; Bobcat-type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Bulldozer; C.M.L. 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 \$27.22 FRINGE BENEFITS 9.31

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

OPERATING ENGINEERS/BUILDING: (Continued)

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:

BASE RATE \$26.18
FRINGE BENEFITS 9.31

BUILDING

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; Crushers; Deckhand; Drum Fireman in Asphalt Plant; Farm Type Tractor; Pulling Attachments; Finishing Machines; Form Trencher; Generator; Gunite 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:

BASE RATE \$25.00
FRINGE BENEFITS 9.31

BUILDING

GROUP 9

Allen Sced 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):

BASE RATE \$19.54
FRINGE BENEFITS 9.31

BUILDING

OPERATING ENGINEERS/HEAVY HIGHWAY:

Master Mechanic:

HEAVY & HIGHWAY

BASE RATE \$27.59
FRINGE BENEFITS 9.31

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

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

OPERATING ENGINEERS: (Continued)

GROUP 1 (Continued):

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 \$27.34
 FRINGE BENEFITS 9.31

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 \$27.22
 FRINGE BENEFITS 9.31

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 Tamper (without lifting & aligning device); Utility Operator (Small equipment); & Welding Machines:

HEAVY & HIGHWAY
 BASE RATE \$26.18
 FRINGE BENEFITS 9.31

GROUP 4

Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curling 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 Sheepsfoot, Roller or Grader); & Vibratory Compactor with Integral Power:

HEAVY & HIGHWAY
 BASE RATE \$25.00
 FRINGE BENEFITS 9.31

RATE AND FRINGE BENEFITS

CLASSIFICATIONS

OPERATING ENGINEERS/HEAVY HIGHWAY: (Continued)

GROUP 5

Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt); Generator; Inboard-
 Outboard Motor Boat Launch; Masonry Fork Lift; Oil Heater (asphalt plant); Oil; Power Driven Heater;
 Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; & VAC/ALLS:
 HEAVY & HIGHWAY
 BASE RATE \$19.54
 FRINGE BENEFITS 9.31

PAINTERS:

Brush, Roller, Paper Hanging & Drywall Taping:

BUILDING

BASE RATE \$22.45
FRINGE BENEFITS 6.20

Spray:

BUILDING

BASE RATE \$22.95
FRINGE BENEFITS 6.20

Sandblasting, Waterblasting:

BUILDING

BASE RATE \$23.20
FRINGE BENEFITS 6.20

Lead Abatement:

BUILDING

BASE RATE \$23.45
FRINGE BENEFITS 6.20

Sign Painter & Erector:

BUILDING

BASE RATE \$17.57
FRINGE BENEFITS 4.55

PAINTERS/HEAVY & HIGHWAY

Bridge/Equipment Tender and/or Containment Builder:

HEAVY & HIGHWAY

BASE RATE \$19.93
FRINGE BENEFITS 6.20

Brush & Roller:

HEAVY & HIGHWAY

BASE RATE \$22.45
FRINGE BENEFITS 6.20

Spray:

HEAVY & HIGHWAY

BASE RATE \$22.95
FRINGE BENEFITS 6.20

PAINTERS/ Bridges - Guardrails-Lightpoles-Striping: (Continued)

Sandblasting & Water Blasting:	HEAVY & HIGHWAY	BASE RATE	\$23.20	FRINGE BENEFITS	6.20
Elevated Tanks; Steeplejack Work; Bridge & Led Abatement:	HEAVY & HIGHWAY	BASE RATE	\$23.45	FRINGE BENEFITS	6.20

PIPEFITTERS & PLUMBERS:		BASE RATE	\$26.93	FRINGE BENEFITS	12.61
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PLASTERERS:	BUILDING	BASE RATE	\$20.65	FRINGE BENEFITS	7.25
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ROOFERS (excluding sheetmetal):		BASE RATE	\$24.12	FRINGE BENEFITS	7.62
Roofers:		BASE RATE	\$25.12	FRINGE BENEFITS	7.62

SHEETMETAL WORKERS (including metal roofs):		BASE RATE	\$25.76	FRINGE BENEFITS	13.08
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SPRINKLER FITTERS:		BASE RATE	\$27.05	FRINGE BENEFITS	12.90
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TRUCK DRIVERS/BUILDING:		BASE RATE	\$17.52	FRINGE BENEFITS	8.04
3 Tons & Under, Greaser, Tire Changer, & Mechanic Tender:	BUILDING	*BASE RATE	\$17.52	FRINGE BENEFITS	8.04

TRUCK DRIVERS/BUILDING: (Continued)

Over 3 Tons, Semi-Trailer or Pole Trailer, Dump Tandem Axles, Farm Tractor (When used to pull building material & equipment):

BUILDING	*BASE RATE	\$17.63
	FRINGE BENEFITS	8.04

Concrete Mixer (Hauling on jobsites), & Truck Mechanic:

BUILDING	*BASE RATE	\$17.70
	FRINGE BENEFITS	8.04

Euclids & Other Heavy Moving Equipment, Lowboy, Winch, A-Frame & Monorail Truck (To transport building materials):

BUILDING	*BASE RATE	\$17.80
	FRINGE BENEFITS	8.04

*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

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. PIPELINE MATERIALS TO BE FURNISHED BY OWNER. Materials shall be furnished by Owner, as indicated on bid item unit price sheet, for installation by Contractor. 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 repaired 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 level 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, 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 salvageable 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

Bidders will receive electronic copies of the Bid Documents and Addendums via email as well as printed copies of the Bid Documents and Addendums.

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

Bids will be received on a lump sum basis as described in the Contract Documents.

Bid security, in the form of a certified check or Bid Bond 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 Performance Bond and a Construction Payment Bond as security for the faithful performance of the project and the payment of all bills and obligations arising from the performance of the Contract.

The Successful Bidder 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.

Mark Lofland, V.P. Account Services & Billing
Northern Kentucky Water District

End of Section

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.

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.

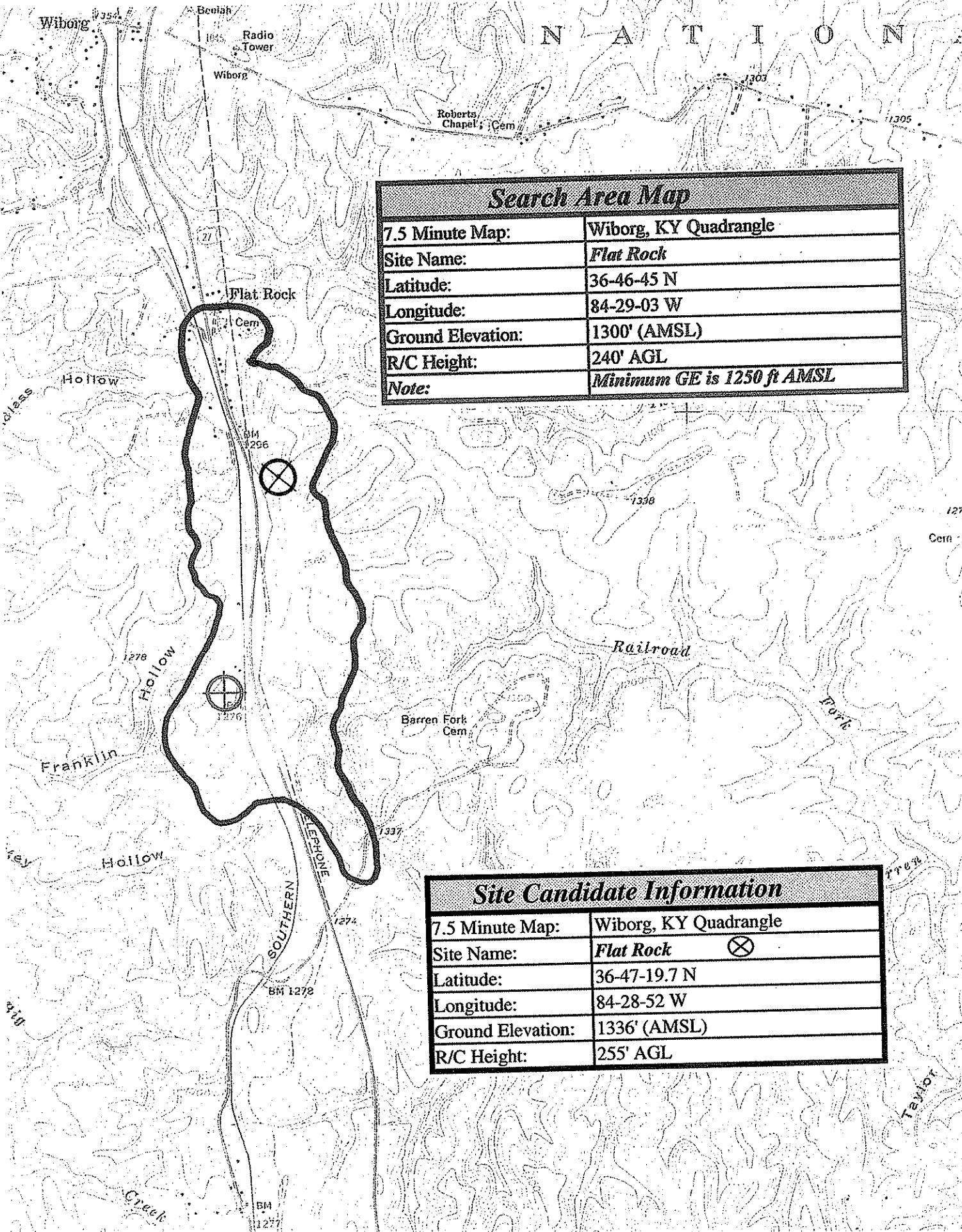
4. EXCAVATION AND TRENCHING. Except where otherwise specified, the unit or lump sum price bid for each item of Work, which involves excavation, or trenching shall include all costs for such Work. No direct payment shall be made for excavation or trenching. All excavation and trenching shall be unclassified 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 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 sewerage 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



Search Area Map	
7.5 Minute Map:	Wiborg, KY Quadrangle
Site Name:	Flat Rock
Latitude:	36-46-45 N
Longitude:	84-29-03 W
Ground Elevation:	1300' (AMSL)
R/C Height:	240' AGL
Note:	Minimum GE is 1250 ft AMSL

Site Candidate Information	
7.5 Minute Map:	Wiborg, KY Quadrangle
Site Name:	Flat Rock 
Latitude:	36-47-19.7 N
Longitude:	84-28-52 W
Ground Elevation:	1336' (AMSL)
R/C Height:	255' AGL

Office (606) 376-3700
 Fax (606) 376-5288
 Cellular (606) 310-1228
 mly@kybman.com
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Missy Blevins
 (606) 219-7375

 Freedom is not
 worth having if it
 does not include
 the freedom to
 make mistakes.
 -Mahatma Gandhi

If you have made
 mistakes, even
 serious ones, there
 is always another
 chance for you.

What we call failure
 is not the falling
 down but the stay-
 ing down.
 -Mary Pickford

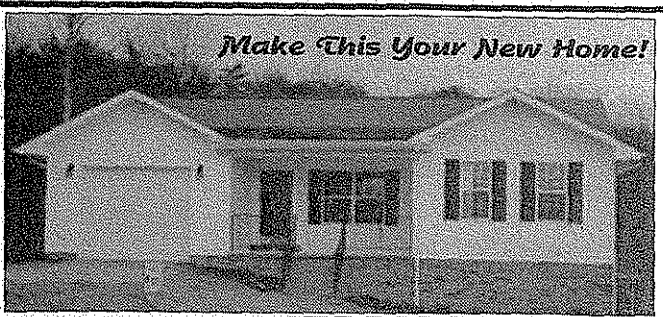
It's hard to beat a
 person who never
 gives up.
 -Babe Ruth

You can do any-
 thing in this world if
 you're prepared to
 take the conse-

HIGH TRAFFIC AREA! Excellent com-
 mercial or office location right on Highway
 27 in Pine Knot. This property is ideal for
 physician or professional office or could be
 rented as multiple units. Call for more in-
 formation on this exciting opportunity.
 \$165,000. MLS 1021414

LOOKING FOR ROOM TO ROOM? This
 property features a newly remodeled home
 with 3 bedrooms, 2 baths, new carpet, tile
 windows, central heat & air! Also has a 2
 car attached garage plus workshop, con-
 crete drive, and a total of 5.1 acres!
 \$110,000. MLS 1021415

ADORABLE AND ON 3 ACRES! This home has
 been remodeled (the upstairs most recently) & of-
 fers 3 bedrooms, 2 full baths, central heat & air,
 screened in porch, full basement! Situated on 3
 fenced acres w/ with a small barn & above
 ground pool! \$69,900. MLS 1021454



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Grandview Estates, off Lum Strunk Rd., Strunk, Approx. 1600 sq. ft.
 living space, full walk-out basement, 1 car attached garage, 3 bdrm,
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"Kentucky Afield" live call-in show

Frankfort - As anglers answer the
 call of spring, "Kentucky Afield" TV
 answers calls from fishing fanatics
 across the commonwealth this
 Saturday night, March 31.

A panel of fisheries and law
 enforcement experts from the
 Kentucky Department of Fish and
 Wildlife Resources will join host Tim
 Farmer to answer fishing questions
 from viewers during this special
 hour-long, live call-in show. Topics
 generally include stockings, lake and
 stream conditions, size and creel reg-
 ulation updates, and opportunities
 to hook kids and other newcomers on
 the sport.

"Kentucky Afield" is a production
 of the Kentucky Department of Fish
 and Wildlife. It is the longest contin-
 uously-running outdoor television

show in the nation. The fishing spe-
 cial airs Saturday at 8 p.m. Eastern
 /7 p.m. Central on KET 1.

Hunters will want to tune in April
 7 for the special call-in show focus-
 ing on spring turkeys. That show
 airs at 8:30 p.m. Eastern/7:30 p.m.
 Central on KET 1.

Legal

NOTICE OF INTENTION TO MINE
 Pursuant to Application No 918-5171, Renewal

In accordance with the provisions of KRS 350.055,
 notice is hereby given that Southfork Coal Co., 80
 Terrace Drive, Bristol, VA. 24202, has applied for a
 renewal of an existing underground coal mining and
 reclamation operation located 2.8 miles east of
 Hollyhill in McCreary and Whitley Counties,
 Kentucky. The operation disturbs 0.0 acres and
 underlies 1358.5 acres for a total of 1358.5 acres
 within the permit boundary.

The operation is located approximately 1.5 miles
 west of the junction of Bucks Branch Road with
 Ryans Creek Road, and approximately 1.75 miles
 west of the confluence of Bucks Branch and Jellico
 Creek. The latitude is 36 degrees, 39 minutes, and 32
 seconds, and the longitude is 84 degrees, 17 min-
 utes, and 37 seconds.

The operation is located on the Hollyhill USGS 7 1/2
 Minute Quadrangle Map. The operation will under-
 lie land owned by the U.S. Forest Service.

The application has been filed for public inspection
 at the Department of Surface Mining, Reclamation
 and Enforcement's Middlesboro Regional Office,
 1804 East Cumberland Avenue, Middlesboro, KY
 40906. Written comments, objections or requests for
 a permit conference must be filed with the
 Director, Division of Permits, #2 Hudson
 Hollow, U.S. 127 South, Frankfort, KY 40601.
 4t

Notice

Cumberland Cellular Partnership is applying to the
 Public Service Commission of Kentucky for a
 Certificate of Public Convenience and Necessity to
 construct and operate a new facility to provide cel-
 ular radio telecommunications service in rural
 service area #5 of the Commonwealth of Kentucky
 Flatrock Cell Site). The facility is a 240 foot tower
 and an equipment shelter to be located at 72 Bryant
 Hill Road, Whitley City, Kentucky, 42653. Your
 comments and requests for intervention should be
 addressed to: Executive Director's Office, Public
 Service Commission, Post Office Box 615, 211 Sower
 boulevard, Frankfort, Kentucky 40602. Please
 refer to Case No. 2007-00073 in your correspon-
 dence.

quences.
**-W. Somerset
 Maugham**

**It is almost impos-
 sible to watch a
 sunset and not
 dream.**
-Bem Williams

**Misfortune shows
 those who are not
 really friends.**
-Aristotle



3Bdr, 2Ba Brick Ranch, Marshes Siding, Lick Creek Road. 2200 sq. ft. w/1200 sq. ft. porches. Approx. 6 ac., detached 40X40 shop/garage, 20X40 in-ground swimming pool w/6X10 storage bldg.

\$179,500. Call for appointment.

Gerald & Maedean Sumner (606) 376-5255

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Amanda Young, Mortgage Specialist
(606) 305-1024 (606) 305-1024

Call Carolyn at
606-376-5357
to place an ad in the
"Real Estate Section"

Legal

PUBLIC SERVICE ANNOUNCEMENT

Lake Cumberland Community Action Agency, Inc. will be having their semi annual community meeting for the purpose of conducting Needs Assessment Surveys.

This meeting will be held:
DATE: March 26th
TIME: 10:00 A.M.
LOCATION: Outreach Office in 1st Financial Plaza, Suite C, Whitley City, KY

Local residents are asked to participate in the annual needs assessment and to share past success stories. LCCAA Sponsors the event annually so that the entire community can join in conversation about the realities of living in poverty and how individuals, families, and communities can become more self-sufficient. It is also an opportunity to make the public aware of the array of programs and services provided by the local Community Action office.

Community Action changes lives, embodies the spirit of hope, and improves communities. LCCAA is one of a network of nearly 1,000 community based nonprofit and public organizations throughout the United States originally established in 1964 to fight Americas War on Poverty.

For more information please contact:
Ronda Bruce, Outreach Representative for McCreary County at 376-2593 or Bruce Brown, Executive Director at 270-343-4600.

This project is funded, in part, under a contract with the Cabinet with funds from Community Services Block grant of the U.S. Department of Health and Human Services.

AN EQUAL OPPORTUNITY EMPLOYER

Notice

Cumberland Cellular Partnership is applying to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new facility to provide cellular radio telecommunications service in rural service area #5 of the Commonwealth of Kentucky (Flatrock Cell Site). The facility is a 240 foot tower and an equipment shelter to be located at 72 Bryant Mill Road, Whitley City, Kentucky, 42653. Your comments and requests for intervention should be addressed to: Executive Director's Office, Public Service Commission, Post Office Box 615, 211 Sower Boulevard, Frankfort, Kentucky 40602. Please refer to Case No. 2007-00073 in your correspondence.

Legal

NOTICE OF INTENTION TO MINE
Pursuant to Application No 918-5171, Renewal

In accordance with the provisions of KRS 350.055, notice is hereby given that Southfork Coal Co., 80 Terrace Drive, Bristol, VA. 24202, has applied for a renewal of an existing underground coal mining and reclamation operation located 2.8 miles east of Hollyhill in McCreary and Whitley Counties, Kentucky. The operation disturbs 0.0 acres and underlies 1358.5 acres for a total of 1358.5 acres within the permit boundary.

The operation is located approximately 1.5 miles west of the junction of Bucks Branch Road with Ryans Creek Road, and approximately 1.75 miles west of the confluence of Bucks Branch and Jellico Creek. The latitude is 36 degrees, 39 minutes, and 32 seconds, and the longitude is 84 degrees, 17 minutes, and 37 seconds.

The operation is located on the Hollyhill USGS 7 1/2 Minute Quadrangle Map. The operation will underlie land owned by the U.S. Forest Service.

The application has been filed for public inspection at the Department of Surface Mining, Reclamation and Enforcement's Middlesboro Regional Office, 1804 East Cumberland Avenue, Middlesboro, KY 40906. Written comments, objections or requests for a permit conference must be filed with the Director, Division of Permits, #2 Hudson Hollow, U.S. 127 South, Frankfort, KY 40601.

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March 15, 2007

Jonathan and Mable Goodin
HC 84, Box 747
Parkers Lake, KY 42634

Public Notice

Cumberland Cellular Partnership is a Kentucky general partnership that markets its services as Bluegrass Cellular. Bluegrass Cellular has been serving Central Kentucky with wireless communications services for over 15 years.

Cumberland Cellular Partnership is applying to the Public Service Commission of the Commonwealth of Kentucky (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new cell facility to provide cellular radio service. This facility will include a 240-foot tower to be located at 72 Bryant Mill Road, Whitley City, Kentucky, 42653. A map showing the location is attached.

The Commission invites your comments regarding this proposed construction. Also, the Commission wants you to be aware of your right to intervene in this matter. Your comments and request for intervention should be addressed to:

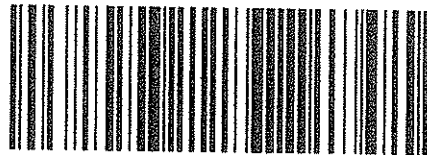
**Executive Director's Office
Public Service Commission of Kentucky
P.O. Box 615
Frankfort, Kentucky, 40602.**

Please refer to case number 2007-00073 in your correspondence.

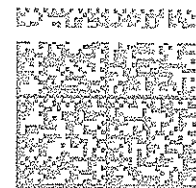
Bluegrass Cellular welcomes the opportunity to serve and provide wireless service in your community. (For more information, please check us out online at www.mvblueworks.com)

Fifth Street, Suite 1900
Cincinnati, OH 45202

ismore & Shohl LLP
ATTORNEYS



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Jonathan and Mable Goodin
HC 84, Box 747
Parkers Lake,

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UNABLE TO FORWARD

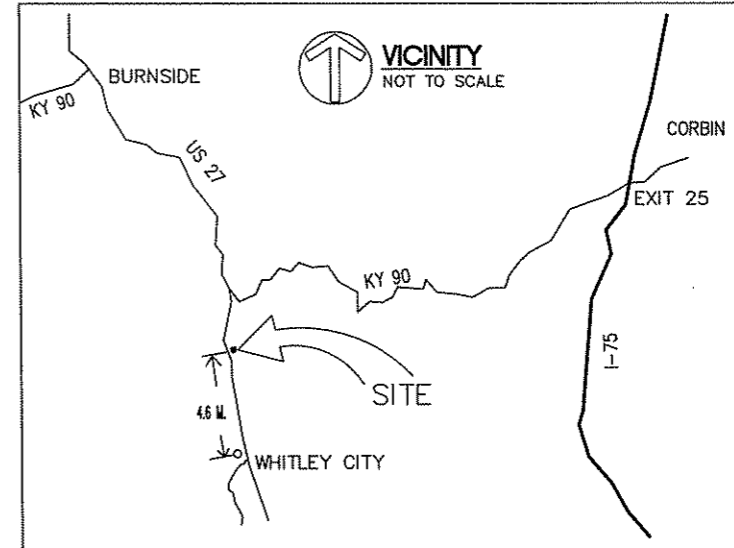
BC: 45202472075 *1715-19340-16-40

NOTES

THE PROPERTIES SHOWN HEREON ARE BASED ON A COMBINATION OF FIELD SURVEY EVIDENCE AND PROPERTY VALUATION ADMINISTRATOR TAX MAPS AND DOES NOT REPRESENT A COMPLETE BOUNDARY SURVEY.

Drive to directions:

From the McCreary County courthouse in Whitley City, KY go east for 0.2 miles to US Highway 27. Turn left on US Highway 27 and go north 4.6 miles to Bryant Mill Road on the right. Turn right on Bryant Mill Road (gravel) and go 0.1 miles up hill to tower site on the right.



TIM THOMPSON
Professional Engineer
Land Surveyor
232 Henton Court
Versailles, KY 40383
(859) 873-5252 FAX (859) 873-2525

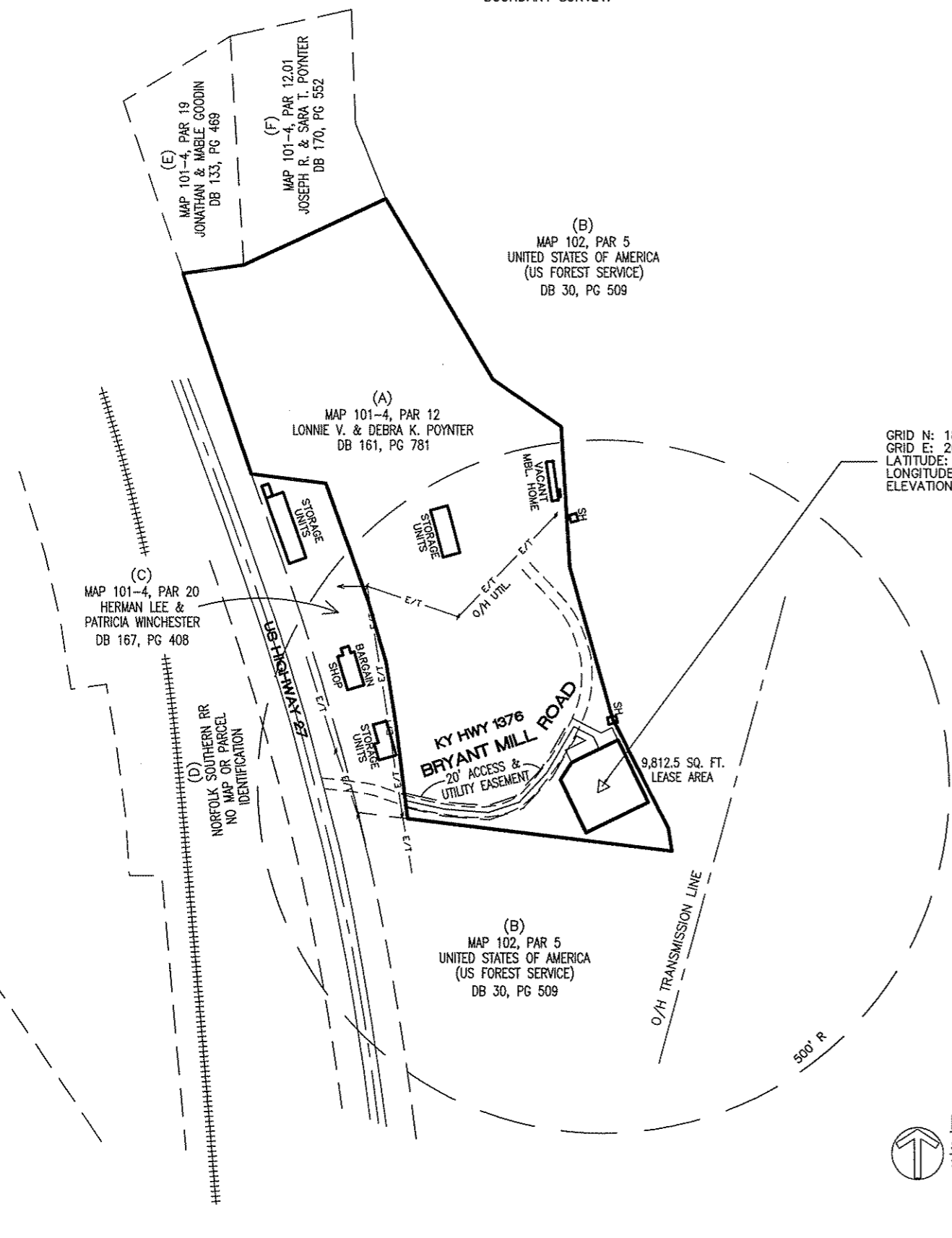
FILE: FLAT_ROCK.DWG
DATE: FEB. 12, 2007 REV. 1 OF 2

BLUEGRASS CELLULAR
2902 RING ROAD
ELIZABETHTOWN, KY 42701
PHONE: (270) 769-0339
FAX: (270) 737-0580

CELLULAR COMMUNICATION TOWER SITE SURVEY
BLUEGRASS CELLULAR

NAME: FLAT ROCK
NO:

LONNIE V. and DEBRA K. POYNTER
PROPERTY
72 BRYANT MILL ROAD
WHITLEY CITY, MCCREARY CO., KY 42653



GRID N: 1808746.553
GRID E: 2011980.110
LATITUDE: 36°47'19.7"
LONGITUDE: 84°28'52.0"
ELEVATION 1336

LEGAL DESCRIPTION

Those tracts of land lying 4.6 miles north of Whitley City in McCreary County, Kentucky, east of US Highway 27 and southeast of Bryant Mill Road, said tracts being a portion of the Lonnie V. and Debra K. Poynter property found in Deed Book 161, Page 781 and said tracts being more fully described as follows:

ACCESS AND UTILITY EASEMENT

"A twenty foot wide strip of land the centerline of which is described as beginning at a point in the center of Bryant Mill Road approximately 135 feet east of the center of US Highway 27, said point being in the line of Herman Lee and Patricia Winchester (DB 167, PG 408) and Lonnie V. and Debra K. Poynter (DB 161, PG 781), said point being N 07° 22' 13" W 26.51 feet from a 1/2 inch steel pin found (ID 2194) in the north line of the United States of America property (US Forest Service), (DB 30, PG 509), thence from said point of beginning and with a line through the Lonnie V. and Debra K. Poynter property and the center of Bryant Mill Road (a public Road) for five calls;

- (1) S 77° 44' 03" E 58.63 feet to a point, thence
- (2) S 85° 22' 07" E 64.16 feet to a point, thence
- (3) N 71° 46' 10" E 47.00 feet to a point, thence
- (4) N 43° 27' 22" E 57.76 feet to a point and
- (5) N 30° 52' 05" E 78.55 feet to a point, thence leaving Bryant Mill Road and continuing through Poynter for two calls;

- (1) S 62° 42' 18" E 31.41 feet to a point and
- (2) S 25° 52' 12" E 20.00 feet to the ending point of the twenty foot wide access and utility easement, said point being in the north line of the Lease Area; also a strip of land twenty foot wide by 75.00 feet long lying north and adjacent to the north line of the Lease Area and subject to any and all legal easements or rights-of-way, public or private, whether of record or not."

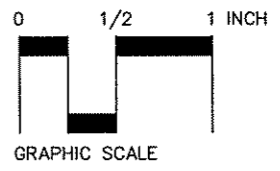
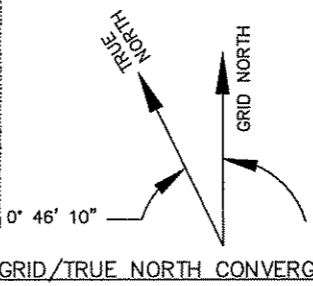
LEASE AREA

"Beginning at the ending point of the Access and Utility Easement as described above, thence continuing with a line through the Lonnie V. and Debra K. Poynter property (DB 161, PG 781) for six calls;

- (1) N 64° 07' 48" E 30.00 feet to a steel pin set, thence
- (2) S 25° 52' 12" E 100.00 feet to a steel pin set, (said point being N 37° 44' 24" W 47.40 from US Forest Service corner monument "Tract 1357b-40", thence
- (3) S 64° 07' 48" W 100.00 feet to a steel pin set, thence
- (4) N 25° 52' 12" W 85.00 feet to a steel pin set, thence
- (5) N 33° 09' 58" E 29.15 feet to a steel pin set and
- (6) N 64° 07' 48" E 45.00 feet to the point of beginning and containing 9,812.50 square feet and subject to any and all legal easements or rights-of-way, public or private, whether of record or not."

Based on a Class "A" survey performed by Tim Thompson, LS 1304 in January 2007 by the method of random traverse with an unadjusted field closure of 1 in 33,484. The traverse was not closed and balanced. The basis of bearings is KY South Grid based on GPS data collected on January 19, 2007. Steel pins set are 3/4 inch in diameter by eighteen inches long rebar with ID cap "LS 1304". Magnails set are 1/4 inch in diameter by two inches long with ID washer "LS 1304".

PROJECT AREA and 500 FT. RADIUS MAP
SCALE: 1"=200'



AFFIDAVIT OF PUBLICATION

I, Beth Gibson

of The McCreary County Record, a legal newspaper holding a second class mailing permit, published weekly in Whitley City, county of McCreary, Commonwealth of Kentucky, do swear and subscribe that the attached proof of publication of a legal notice, as required and prescribed by KRS Chapter..., was published in said newspaper in the issue of

Mar. 20 & 27, 2007

8" for which the sum of \$ 42.44

is due and payable.

Signed:

Beth Gibson

Title:

Circulation

Subscribed and sworn to before me, a notary public for the County of McCreary, Commonwealth of

Kentucky, this 4th

day of April, A.D. 20 07

Carolyn Sue Anderson

My Commission expires Dec. 17 2008

(SEAL)

March 8, 2007

Fred Noack, District Ranger
US Forest Service
3320 Hwy 27N
Whitley City, KY 42653

Public Notice

Cumberland Cellular Partnership is a Kentucky general partnership that markets its services as Bluegrass Cellular. Bluegrass Cellular has been serving Central Kentucky with wireless communications services for over 15 years.

Cumberland Cellular Partnership is applying to the Public Service Commission of the Commonwealth of Kentucky (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new cell facility to provide cellular radio service. This facility will include a 240-foot tower to be located at 72 Bryant Mill Road, Whitley City, Kentucky, 42653. A map showing the location is attached.

The Commission invites your comments regarding this proposed construction. Also, the Commission wants you to be aware of your right to intervene in this matter. Your comments and request for intervention should be addressed to:

**Executive Director's Office
Public Service Commission of Kentucky
P.O. Box 615
Frankfort, Kentucky, 40602.**

Please refer to case number 2007-00073 in your correspondence.

Bluegrass Cellular welcomes the opportunity to serve and provide wireless service in your community! (For more information, please check us out online at www.myblueworks.com)

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none">■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.	<p>A. Signature <i>Ruby Troxle</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Ruby Troxle</i></p> <p>C. Date of Delivery <i>3-14-07</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>Fred Noack, District Ranger US Forest Service 3320 Hwy 27N Whitley City, KY 42653</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7006 2760 0000 9423 5410</p>

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

**APPLICATION OF CUMBERLAND CELLULAR
PARTNERSHIP FOR ISSUANCE OF A CERTIFICATE
OF PUBLIC CONVENIENCE AND NECESSITY TO
CONSTRUCT A CELL SITE (FLAT ROCK) IN RURAL
SERVICE AREA #5 (MCCREARY) OF THE
COMMONWEALTH OF KENTUCKY**

CASE NO. 2007-00073

AFFIDAVIT OF JOHN E. SELENT

I, John E. Selent, being duly sworn, depose and state as follows:

1. My name is John E. Selent and I am a member of the Kentucky Bar Association.

I am legal counsel to Cumberland Cellular Partnership and am submitting this affidavit in conjunction with the above referenced matter.

2. In order to demonstrate compliance with 807 KAR 5:063 §1(1)(l) & (m), Exhibit 1 identifies, with the exception of the individuals identified in paragraphs 4 and 5, the name of the resident/tenant and property owner within 500 feet of the proposed tower who has been: (i) notified by written notice of the proposed construction, sufficient postage prepaid, by United States Certified Mail, return receipt requested; (ii) given the Commission docket number under which the application will be processed; and (iii) informed of the right to request intervention.

3. Attached as Exhibit 2 is a copy of the United States Certified Mail return receipt that demonstrates proof of service of the written notice of the proposed construction upon (whom has a street address): (1) Fred Noack, District Ranger, US Forest Service. (See Exhibit 1.)

4. Attached as Exhibit 3 are copies of the United States Express Mail return receipts that demonstrate proof of service of the written notice of the proposed construction upon (whom have P.O. Box addresses, and not street addresses): (1) Lonnie and Debra Poynter; (2) Joseph and Sara Poynter; (3) Northern Southern Corporation; and (4) Herman and Patricia Winchester.

(See Exhibit 1.) The addresses for the individuals identified in (1) through (4) of this paragraph are all P.O. Boxes and therefore cannot be served by United States Certified Mail in compliance with 807 KAR 5:063 § 1(l) and (m).

5. Affiant attempted to serve written notice of the proposed construction upon Jonathan and Mable Goodin (see Exhibit 1) via United States Certified Mail pursuant to 807 KAR 5:063 §1(1)(l) & (m). Service of the written notice of the proposed construction to Jonathan and Mable Goodin was attempted via United States Certified Mail and was returned marked "Return to Sender - Unknown Reason - Unable to Forward" (see attached Exhibit 4). Therefore, another copy of the written notice of the proposed construction was therefore sent to Jonathan and Mable Goodin via United States First Class Mail. (See Exhibit 1.)

Further Affiant saith not.

John E. Selez

COMMONWEALTH OF KENTUCKY)

)SS:

COUNTY OF JEFFERSON)

SUBSCRIBED AND SWORN to before me this 5th day of April, 2007.

My commission expires: 11/20/07

Kenny W. [Signature]
Notary Public

Dinsmore & Shohl LLP
ATTORNEYS

Kerry W. Ingle
502-540-2354
kerry.ingle@dinslaw.com

March 16, 2007

Via Certified Mail

McCreary County Judge Executive
One North Main St.
Whitley City, KY 42653

RE: Public Notice - Public Service Commission of the Commonwealth of Kentucky
Case No. 2007-00073

Dear Sir:

Cumberland Cellular Partnership is applying to the Public Service Commission of the Commonwealth of Kentucky (the Commission) for a Certificate of Public Convenience and Necessity to propose construction and operation for a new facility to provide cellular radio telecommunications service in rural service area (RSA) #5 in McCreary County. The facility will include a 240 ft. tower and an equipment shelter to be located at 72 Bryant Mill Road, Whitley City, Kentucky, 42653. A map showing the location of the proposed new facility is enclosed.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2007-00073 in your correspondence.

Very truly yours,

DINSMORE & SHOHL LLP

Kerry Ingle / CG
Kerry W. Ingle
Paralegal

Enclosure

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

McCreary County Judge Executive
One North Main St.
Whitley City, KY 42653

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
X Tony Jones Addressee

B. Received by (Printed Name) C. Date of Delivery
Tony Jones *3/20/07*

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7006 2760 0000 9423 5465

**BLUEGRASS CELLULAR
FLAT ROCK SITE
72 BRYANT MILL ROAD
WHITLEY CITY, McCREARY COUNTY, KENTUCKY 42653**

**PROPERTY OWNERS ADJACENT TO THE SUBJECT PROPERTY AND/OR WITHIN 500
FOOT RADIUS OF PROPOSED TOWER AND/OR WITHIN 200 FOOT OF ACCESS ROAD
EASEMENT:**

<u>ID</u>	<u>Map - Par.</u>	<u>Owner/Address</u>	<u>Deed Reference</u>
(A)	101-4 Par 12	Lonnie V. and Debra K. Poynter P.O. Box 88 Parkers Lake, KY 42634	DB 161, PG 781 Subject Property
(B)	102 - Par 5	United States of America c/o Fred Noack, District Ranger US Forest Service 3320 Hwy 27 N Whitley City, KY 42653	DB 30, PG 509
(C)	101-4 Par 20	Herman Lee and Patricia Winchester P.O. Box 1033 Stearns, KY 442647	DB 1167 PG 408
(D)	No Map ID	Norfolk Southern Railroad c/o Norfolk Southern Corporation Division Superintendent P.O. Box 14823 Knoxville, KY 37914	None available
(E)	101-4 Par 19	Jonathan and Mable Goodin HC 84, Box 747 Parkers Lake, KY 42634	DB 133, PG 469
(F)	101-4 Par 12.01	Joseph R. and Sara T. Poynter P.O. Box 88 Parkers Lake, KY 42634	DB 170, PG 552





PUBLIC NOTICE

Cumberland Cellular Partnership
proposes to
construct a cellular
communications

TOWER

on this site. If you have any
questions please contact:

Cumberland Cellular Partnership P.O. Box 505 2007-00073 Essex, NY 12721	Attention: Director New York State Office of General Services P.O. Box 915 Essex, NY 12722
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Please refer to P.S.C.
Case #2007-00073
in your correspondence.



PUBLIC NOTICE

Cumberland Cellular Partnership
proposes to
construct a cellular
communications

TOWER

on this site. If you have any
questions please contact:

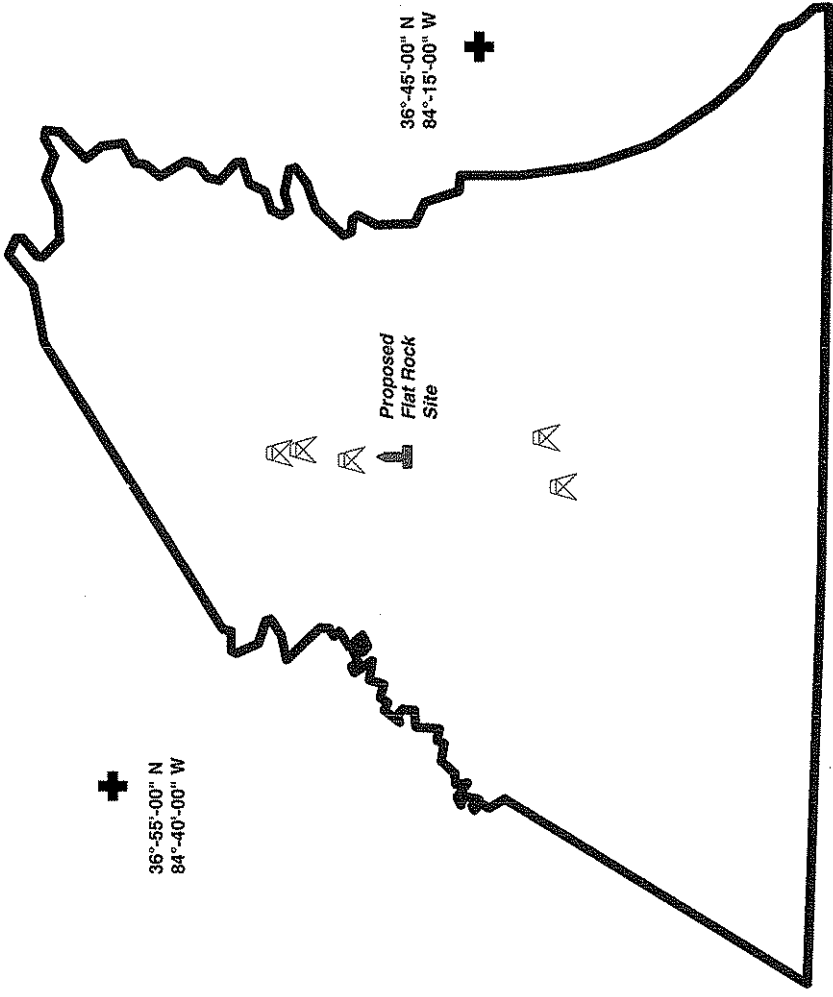
Cumberland Cellular Partnership P.O. Box 505 2007-00073 Essex, NY 12721	Attention: Director New York State Office of General Services P.O. Box 915 Essex, NY 12722
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Please refer to P.S.C.
Case #2007-00073
in your correspondence.



	McCreary County Boundary
	Wireless Tower locations Registered with the FCC
	Proposed Tower Location
	Tick Marks

Prepared By: LNGS Engineering 02/27/2007



**Information on Towers Registered with the FCC
in McCreary County and 1/2 Mile Area Outside of the County Boundary**

FCC Tower Reg. No.	North Latitude	West Longitude	City, State	Tower Owner
1032038	36-49-48	84-28-38	Greenwood, KY	NORFOLK SOUTHERN CORPORATION
1042231	36-43-12	84-28-13	Whitley City, KY	Global Tower, LLC
1043060	36-42-45	84-29-53	Whitley City, KY	CUMBERLAND CELLULAR PARTNERSHIP DBA = BLUEGRASS CELLULAR
1043464	36-48-29	84-28-59	Whitley City, KY	Estate of J. David Fridley
1233359	36-50-27.1	84-28-44.2	Parkers Lake, KY	HEMPHILL CORPORATION