EXHIBIT "G"

Professional

Engineering

Services

KY 353 Water Main Extension and US 27 Water Main Replacement Project

Contract 1-2025



Project Manual

Harrison County Water Association

Cynthiana, Kentucky

Issued for Bid

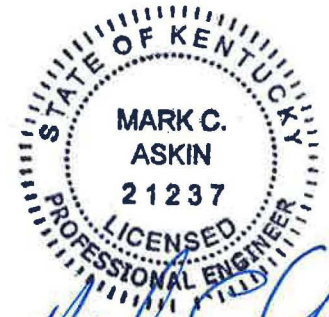
July 31, 2026

STRAND ASSOCIATES®

PLAN HOLDER: _____ Set No.: _____

PROJECT MANUAL

HARRISON COUNTY WATER ASSOCIATION
CYNTHIANA, KENTUCKY
KY 353 WATER MAIN EXTENSION
AND US 27 WATER MAIN REPLACEMENT PROJECT
CONTRACT 1-2025



7-31-2026

Prepared by:

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Issued for Bid
July 31, 2026

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CYNTHIANA, KENTUCKY
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HARRISON COUNTY WATER ASSOCIATION
CYNTHIANA, KENTUCKY
KY 353 WATER MAIN EXTENSION
AND US 27 WATER MAIN REPLACEMENT PROJECT
CONTRACT 1-2025

General Notice

The Harrison County Water Association (Owner) is requesting Bids for the construction of the following Project:

KY 353 Water Main Extension and US 27 Water Main Replacement Project
Contract 1-2025

Electronic Bids for the construction of the Project will be received by OWNER until August 21, 2026, at 10 **A.M.**, local time. At that time the Bids received will be publicly downloaded and read aloud via teleconference. The login information for the teleconference is as follows: (309) 205-3325, Conference ID 986 4199 4627.

The Project includes the following Work:

KY 353 water main extension includes approximately 14,000 linear feet of 4-inch water main extension and appurtenances. The US 27 water main replacement includes approximately 14,600 linear feet of 6-inch water main replacement and appurtenances.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found and viewed anytime at the following designated websites:

www.strand.com or at www.quest.cdn.com

Download the digital Bidding Documents by inputting Quest project number 10289320. Please contact QuestCDN.com at (952) 233-1632 or info@questcdn.com for assistance with free membership registration, downloading, and working with this digital project information.

The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. Official notifications, addenda, and other Bidding Documents will be offered through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

Strand Associates, Inc.®
325 West Main Street, Suite 710
Louisville, KY 40202

Plan Holders are requested to provide an e-mail address if they wish to receive addenda and other information electronically. Plan Holders are requested to designate whether they are a prime contractor, subcontractor, or supplier if they want this information posted on the project Plan Holders List.

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Pre-bid Conference

A pre-bid conference for the Project will not be conducted.

Instructions to Bidders

The Bid must be accompanied by Bid security made payable to OWNER in an amount of 5% of the Bidder's maximum Bid price.

Bidders shall comply with federal wage rates.

Bidders shall comply with the President's Executive Order No. 11246, Equal Employment Opportunity as amended.

OWNER reserves the right to reject any or all Bids, to waive any technicality, and to accept any Bid which it deems advantageous. All Bids shall remain subject to acceptance for 90 days after the time set for receiving Bids.

Contract award shall be made based on the lowest responsive and responsible Bidder.

For all further requirements regarding Bid submittal, qualifications, procedures, and Contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

Domestic Preference

This project is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States.

The following waivers apply to this Contract:

BABAA De Minimus, Small Grants, and Minor Components

This Advertisement is issued by:

Owner: Harrison County Water Association
By: Gary Carter
Title: President
Date: July 31, 2026

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INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

B. *Domestic Preference*–The Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953.

ARTICLE 2—BIDDING DOCUMENTS

2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or

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Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.

2.06 *Electronic Documents*

A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.

1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version 6.0 or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five days of Owner's request, Bidder must submit the following information:

A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.

B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.

C. Bidder's state or other contractor license number, if applicable.

D. Subcontractor and Supplier qualification information.

E. Other required information regarding qualifications.

3.02 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.

B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.

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C. Bidder's state or other contractor license number, if applicable.

D. Subcontractor and Supplier qualification information.

E. Other required information regarding qualifications.

3.03 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

4.01 A pre-bid conference will not be conducted for this Project.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:

a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.

b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

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3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.

B. A Site visit is scheduled following the pre-bid conference. Maps to the Site will be available at the pre-bid conference.

C. Bidders visiting the Site are required to arrange their own transportation to the Site.

D. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: Nathan Fields, Manager, HCWA, (859) 234-4284. Bidder must conduct the required Site visit during normal working hours.

E. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

F. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

G. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

H. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

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5.06 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form*, *Agreement*

A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:

A. Mark C. Askin, P.E.; Strand Associates, Inc.® ; mark.askin@strand.com; All questions shall be submitted by email to ENGINEER.

7.02 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

7.03 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents. Bid security must be at least 5% of the Bidder's maximum Bid price.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid

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security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. Each such request shall include the Manufacturer's Certification for Compliance with Domestic Preference requirements. Refer to the Manufacturer's Certification provided in these construction Contract Documents. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner. Substitutes and "or-equal" materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.05 and 7.06 of the General Conditions after the Effective Date of the Contract. Each such request shall include Manufacturer's Certification letter to document compliance with Domestic Preference requirements. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as

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supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.01 Deleted

11.02 If required by the Bid Documents, the apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:

A. Not Applicable

11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

11.05–The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07A.

ARTICLE 12—PREPARATION OF BID

12.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form must be completed and the Bid Form signed. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

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12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

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

12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

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

12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

12.08 All names must be printed in ink below the signatures.

12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.

12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Unit Price*

A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. For Bids submitted on a Lump Sum basis, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

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ARTICLE 14—SUBMITTAL OF BID

14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents.

14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

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

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

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18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

18.08 This Bid is subject to Kentucky Revised Statutes Section 45A.490 through 45A.494, which in general provides that a "resident bidder" of Kentucky is to be given a bidding preference over a "nonresident bidder" who is registered in a state that gives preference to its in-state resident bidders over a Kentucky resident bidder. The bidding preference is to be the same as that stipulated for the state of the "nonresident bidder." If the state of a "nonresident bidder" provides no specific preference, then "resident" and "nonresident bidders" are to be treated the same when evaluating Bids.

ARTICLE 19—BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance

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documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—FEDERAL REQUIREMENTS

21.01 If the contract price is in excess of $100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.

21.02 Federal requirements at Article 19 of the Supplementary Conditions apply to this Contract.

ARTICLE 22—WAGE RATE DETERMINATION

22.01 The prevailing wage rates of the Department of Labor do not apply to this project. The Labor Standards Provisions found at 29 CFR 5.5(a) apply to this project if the prevailing wage rates of the Department of Labor apply. If the contract cost is in excess of $100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) also apply.

22.02 See Section 01 41 00 of the General Requirements for additional information.

ARTICLE 23—RETAINAGE

23.01 Provisions concerning retainage are set forth in the Agreement.

ARTICLE 24—LAWS, ORDINANCES, AND REGULATIONS

24.01 Bidder must familiarize itself with all laws, ordinances, and regulations by federal, state, city, or other governmental agency, which by reason of being neglected or violated may affect the Work contemplated and must secure and pay the fee required for any permits which may be necessary unless such fees are otherwise indicated to be paid in the Bidding Documents.

24.02 Bidder shall complete and submit with its Bid the following RD forms:

A. Form AD-1048 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Covered Transactions.

B. RD Instructions 1940-Q Exhibit A-1 Certification for Contracts, Grants and Loans for Bids exceeding $100,000.

ARTICLE 25—LICENSES, FEES, AND TAXES

25.01 The Bid shall include all taxes in effect at the time the Bid is submitted, unless specifically exempted in the Bidding Documents. No change will be allowed for taxes from which OWNER is exempt. Bidders who are uncertain as to what items are subject to tax, or who require further explanation or clarification, are requested to contact the State of Kentucky Revenue Cabinet. Refer to the Supplementary Conditions SC-7.10 for additional information on taxes.

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ARTICLE 26—KICKBACK STATUTES

26.01 Bidders shall comply with Kentucky Statute KRS 45A.455 Prohibitions Against Conflicts of Interests, Gratuities, and Kickbacks. See Supplementary Conditions SC-7.11.

ARTICLE 27—OTHER BID REQUIREMENTS

27.01 Bidders shall complete the following documents attached to the Bid:

Campaign Finance Disclosure

Labor Law Disclosure

Certificate of Resident Bidder Status

Other documents specific to the Project as listed in the Bid

ARTICLE 28—INSURANCE

28.01 Before execution of Contract by OWNER, the successful Bidder shall furnish OWNER a certificate or certificates issued by or on behalf of insurers or a self-insurance program or group self-insurance program, qualified to do business in the Commonwealth of Kentucky under KRS Chapter 304 or KRS Chapter 342, certifying that the successful Bidder complies with the Worker's Compensation laws of Kentucky and is insured or indemnified against public liability claims which may arise out of the performance of the Work under the proposed Contract.

ARTICLE 29—EEO REQUIREMENTS

29.01 Bidder shall abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the Equal Opportunity Clause set forth in the General Conditions.

ARTICLE 30—PERFORMANCE BOND FOR WAGES DUE

30.01 Successful Bidders, whether a corporation, partnership, or individual, who has not been doing business in the State of Kentucky for five consecutive years, shall comply with KRS 337.200.

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BID FORM FOR CONSTRUCTION CONTRACT

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

ARTICLE 1—OWNER AND BIDDER

1.01 Bids to be received until 10 A.M., Local Time, August 21, 2026.

1.02 Online electronic Bidding through QuestCDN.com is the only way the Bid will be accepted. To access the electronic Bid Form, download the Project Documents and click the Online Bidding button.

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

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security.

B. Statement Required Pursuant to KRS 45A.395.

C. 45A.395 Determination of Responsibility–Right of Nondisclosure (Campaign Finance Disclosure).

D. Statement Required Pursuant to KRS 45A.343 (Labor Law Disclosure).

E. Required Affidavit for Bidders Claiming Kentucky Resident Bidder Status (Certificate of Kentucky Resident Bidder Status).

F. 45A.455 Conflict of Interest–Gratuities and Kickbacks–Use of Confidential Information.

G. If Bid amount exceeds $25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Covered Transactions (AD-1048).

H. If Bid amount exceeds $100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.

I. Required Bidder Qualification Statement with supporting data.

J. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

K. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

L. Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);

M. Bidder Certification Regarding the Use of American Iron and Steel Products.

N. Required Affidavit for Bidders Claiming Kentucky Resident Bidder Status (KRS 45A.494(2)).

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ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

The following abbreviations may be used in this Bid:

CIP	-	Complete in Place	LS	-	Lump Sum
CY	-	Cubic Yard	LT	-	Left
DI	-	Ductile Iron	MBF	-	Thousand Board Feet
DIA	-	Diameter	MFOB	-	Thousand Freight-On-Board
EA	-	Each	MH	-	Manhole
EST	-	Estimate(d)	RCP	-	Reinforced Concrete Pipe
EXCL	-	Excluding	RT	-	Right
FT	-	Feet	SF	-	Square Foot
GAL	-	Gallon	STA	-	Station
HERCP	-	Horizontal Elliptical RCP	SY	-	Square Yard
HRS	-	Hours	T	-	Ton
IN	-	Inch	VLF	-	Vertical Linear Foot
INCL	-	Including	W/	-	With
LBS	-	Pounds	W/O	-	Without
LF	-	Linear Foot			

BIDDERS SHOULD NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO THIS BID OR THE BID MAY BE DECLARED IRREGULAR AS NOT BEING RESPONSIVE TO THE INSTRUCTIONS TO BIDDERS.

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3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
KY 353 Water Main Extension					
1.	4-IN PVC C900 DR18 Water Main, Fittings, Trenching, Bedding, Laying, Testing, and Backfill (Unclassified Excavation)	13,700	LF	$	$
2.	8-IN Steel Casing Pipe Installed by Jack and Bore, Fittings, Trenching, Bedding, Laying, and Backfill (Unclassified Excavation)	50	LF	$	$
3.	6-IN HDPE DR 11 IPS Pipe W/ Directional Bore, Water Main, Labor, Fittings, Trenching, Bedding, Laying, Testing, and Backfill (Unclassified Excavation)	200	LF	$	$
4.	6-IN HDPE DR 11 IPS Pipe Water Main, Labor, Fittings, Trenching, Bedding, Laying, Testing, and Backfill (Unclassified Excavation)	60	LF	$	$
5.	HDPE To PVC Adapter, Labor, Fittings, Trenching, Bedding, Laying, Testing, and Backfill (Unclassified Excavation)	2	EA	$	$
6.	4-IN to 6-IN MJ Sleeve, Labor, Fittings, Trenching, Bedding, Laying, Testing, and Backfill (Unclassified Excavation)	2	EA	$	$
7.	8-IN Steel Casing Pipe Installed by Open Cut–Fittings, Trenching, Bedding, Laying, and Backfill (Unclassified Excavation)	100	LF	$	$

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Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
8.	Free Bore Installation of Water Main W/ no Casing Pipe Installed by Jack and Bore, Fittings, Trenching, Bedding, Laying, and Backfill (Unclassified Excavation)	65	LF	$	$
9.	Tie-in to Existing 4-IN Water Main, Excavation, Fittings, Sleeves, Couplings, Anchoring, Testing, and Backfill	1	EA	$	$
10.	Install 4-IN MJ Gate Valve and Box, Excavation, Backfill, and Testing	12	EA	$	$
11.	Install Air Release Valve, Labor, Equipment, Tapping the Main, MH, Excavation, and Backfill	1	EA	$	$
12.	Install Blowoff Valve, Labor, Equipment, Tapping the Main, Excavation, and Backfill	3	EA	$	$
13.	Install 4-IN Leak Detection Meter, Labor, Equipment, Main Taps, Tapping Saddles, and Backfill	2	EA	$	$
14.	1-IN CTS Service–Short Side, New Meter, Main Tap, Coupling, Labor, Equipment, Excavation, Testing, and Backfill (Unclassified Excavation)	7	EA	$	$
15.	1-IN CTS Service–Long Side, New Meter, Main Tap, Coupling, Labor, Equipment, Excavation, Testing, and Backfill (Unclassified Excavation) W/ Plastic Casing Pipe Under Road	9	EA	$	$
16.	Gravel Driveway Repair, Labor, Excavation, Backfill, and Restoration	250	LF	$	$
17.	Permanent Seeding	13,760	LF	$	$
18.	Preconstruction Video	1	LS	$	$
Total of All Unit Price Bid Items for KY 353 Water Main Extension					$
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
US 27 Water Main Replacement					
1.	6-IN PVC C900 DR18 Water Main, Fittings, Trenching, Bedding, Laying, Testing, and Backfill (Unclassified Excavation)	14,700	LF	$	$

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Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
2.	Abandon Existing Water Main in Place	1	EA	$	$
3.	Abandon, Demolition, and Remove Existing Pump Station	1	EA	$	$
4.	Install 6-IN MJ Gate Valve and Box, Excavation, Backfill, and Testing	24	EA	$	$
5.	Install 6-IN Leak Detection Meter, Labor, Equipment, Main Taps, Tapping Saddles, and Backfill	4	EA	$	$
6.	12-IN Steel Casing Pipe Jack and Bore, Labor, and Equipment	560	LF	$	$
7.	Free Bore Installation of Water Main W/ no Casing Pipe Installed by Jack and Bore, Fittings, Trenching, Bedding, Laying, and Backfill (Unclassified Excavation)	510	LF	$	$
8.	Install Air Release Valve, Labor, Equipment, Tapping the Main, MH, Excavation, and Backfill	1	EA	$	$
9.	Cap Existing Water Main, Labor, Equipment, Excavation, Backfill, and Restoration	5	EA	$	$
10.	Tie-in to Existing 6-IN Water Main, Excavation, Fittings, Sleeves, Couplings, Anchoring, Testing, and Backfill	8	EA	$	$
11.	1-IN CTS Service–Short Side, Main Tap, Coupling, Labor, Equipment, Excavation, Testing, and Backfill (Unclassified Excavation)	22	EA	$	$
12.	1-IN CTS Service–Long Side, Main Tap, Coupling, Labor, Equipment, Excavation, Testing, and Backfill (Unclassified Excavation) W/ Plastic Casing Pipe Under Road	17	EA	$	$
13.	Concrete Repair, Labor, Equipment, Excavation, Backfill, and Restoration	50	LS	$	$
14.	Gravel Driveway Repair, Labor, Excavation, Backfill, and Restoration	50	LF	$	$
15.	Trench Width Asphalt Repair, Labor, Equipment, Excavation, Backfill, and Restoration	50	LF	$	$
16.	Permanent Seeding	14,700	LF	$	$

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Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
17.	Preconstruction Video	1	LS	$	$
Total of All Unit Price Bid Items for US 27 Water Main Replacement					$
Total of All Unit Price Bid Items for KY 353 Water Main Extension and US 27 Water Main Replacement					$

Bidder acknowledges that:

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

NOTE: A price must be bid for each item in the Bid, even though the estimated quantity is zero. Unbalanced or unreasonable unit prices may cause rejection of the Bid.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

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

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, including all Domestic Preference requirements.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

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2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
    c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
    d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

_____

(typed or printed name of organization)

By: _____

(individual's signature)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Date: _____

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____

(individual's signature)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Date: _____

(typed or printed)

Address for giving notices:

_____

_____

Bidder's Contact:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Phone: _____

Email: _____

Address:

_____

_____

_____

Bidder's Contractor License No.: (if applicable) _____

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BID BOND (PENAL SUM FORM)

Bidder	Surety
Name: [Full formal name of Bidder] Address *(principal place of business)*: [Address of Bidder's principal place of business]	Name: [Full formal name of Surety] Address *(principal place of business)*: [Address of Surety's principal place of business]
Owner	**Bid**
Name: [Full formal name of Owner] Address *(principal place of business)*: [Address of Owner's principal place of business]	Project *(name and location)*: [Owner project/contract name, and location of the project] Bid Due Date: [Enter date bid is due]
Bond Penal Sum: [Amount] Date of Bond: [Date]	

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
_____ *(Full formal name of Bidder)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title:	Title:

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
    3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
    3.2. All Bids are rejected by Owner, or
    3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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STATEMENT REQUIRED PURSUANT TO KRS 45A.343

The undersigned, as a duly authorized officer of _____ hereinafter called the company, pursuant to KRS 45A.343 states;

1. To the best of my knowledge, information and belief, the company has not been finally determined to have violated any of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, or 342 that apply to it within the five year period preceding this statement.

2. The company acknowledges that it will be required to be in compliance with those provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to it for the duration of the Contract to be entered into with Owner.

3. The company acknowledges that if it fails to reveal any final determination of violation of KRS Chapters 136, 139, 141, 337, 338, 341, or 342, or to comply with the applicable provision of those statues for the duration of the aforesaid Contract, such shall be grounds for Owner to:

   a. Cancel its contract with the company, and,

   b. Disqualify the company from eligibility for future contracts awarded by Owner for a period of two years.

This the _____ day of _____, _____.

_____
(Company Name)

By: _____
(Typed or printed name)

Title: _____

45A.395 Determination of responsibility – Right of nondisclosure.

(1) A written determination of responsibility of a bidder or offeror shall be made, based on a reasonable inquiry conducted by the local public agency. The unreasonable failure of a bidder or offeror to promptly supply information upon request may be grounds for a determination of nonresponsibility of such bidder or offeror.

(2) A written determination of responsibility of a bidder of offeror shall not be made until the bidder or offeror provides the local public agency with a sworn statement made under penalty of perjury that he has not knowingly violated any provision of the campaign finance laws of the Commonwealth and that the award of a contract to the bidder or offeror will not violate any provisions of the campaign finance laws of the Commonwealth. "Knowingly" means, with respect to conduct or circumstances described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

(3) Except as otherwise provided by law, information furnished by a bidder or offeror pursuant to this section may not be disclosed outside of the local public agency without prior written consent of bidder of offeror.

Effective: July 14, 1992
History: Amended 1992 Ky. Acts ch. 288, sec. 19.

STATEMENT REQUIRED PURSUANT TO KRS 45A.395

The provisions of KRS 45A.395 required that any bidder or offeror submit a sworn statement in conformity with such statute as a prerequisite to a determination that such bidder or offeror is a responsible bidder.

The undersigned, individually and as the _____
(Office or Title)

of _____
(Bidder or Offeror)

states under penalty of perjury that neither he (she), nor, to the best of his (her) knowledge, anyone acting on behalf of Bidder or Offeror, has knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder or Offeror will not violate any provision of the campaign finance laws of the Commonwealth. "Knowingly" means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

This the _____ day of _____, _____.

_____
(Company Name)

By: _____
(Typed or Printed Name)

_____
(Signature)

Title: _____

Contract:_____

REQUIRED AFFIDAVIT FOR BIDDERS CLAIMING KENTUCKY RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

Bidder hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), Bidder is an individual, partnership, association, corporation, or other business entity that, on the date the Contract was first advertised or announced as available for bidding, Bidder:

1. Is authorized to transact business in the Commonwealth of Kentucky, and
2. Has for one year prior to and through the date of advertisement:
    a. Filed Kentucky corporate income taxes,
    b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and
    c. Maintained a Kentucky workers' compensation policy in effect.

OWNER reserves the right to request documentation supporting a Bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the Bidder or contract termination.

_____ _____
Signature Printed Name

_____ _____
Title (if signing on behalf of an entity) Date

Company Name _____

Address _____

_____

Subscribed and sworn to before me by _____ _____
Affiant Title

of _____, this _____ day of _____, 20__.
Company Name

_____
Notary Public

[Seal of Notary] My commission expires:_____

45A.455 Conflict of interest–Gratuities and kickbacks–Use of confidential information.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

a. He, or any member of his immediate family has a financial interest therein; or
b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
c. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

USDA
Form RD 400-6
(Rev.12-09)

Form Approved
OMB No. 0575-0018

COMPLIANCE STATEMENT

This statement relates to a proposed contract with _____

_____,
(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I ☐ have, ☐ have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.

2. If I have participated in such a contract or subcontract, I ☐ have, ☐ have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.

☐ If the proposed contract is for $50,000 or more: or ☐ If the proposed nonconstruction contract is for $50,000 or more and I have 50 or more employees, I also represent that:

3. I ☐ have, ☐ have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.

4. If I have participated in such a contract or subcontract, ☐ I have, ☐ have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, may 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding $ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

DATE _____

_____

(Signature of Bidder or Prospective Contractor)

_____

Address (including Zip Code)

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person, ""primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

(name) (date)

_____

(title)

QUALIFICATIONS STATEMENT

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?	☐ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

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1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification		Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise			
☐ Minority Business Enterprise			
☐ Woman-Owned Business Enterprise			
☐ Small Business Enterprise			
☐ Disabled Business Enterprise			
☐ Veteran-Owned Business Enterprise			
☐ Service-Disabled Veteran-Owned Business			
☐ HUBZone Business (Historically Underutilized) Business			
☐ Other			
☐ None			

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ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:		
Business address:		
Date of Business's most recent financial statement:		☐ Attached
Date of Business's most recent audited financial statement:		☐ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		

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ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	☐ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		☐ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☐ Yes ☐ No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

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ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:		As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No				
Been released from a bid in the past 5 years? ☐ Yes ☐ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☐ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☐ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☐ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

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E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

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This Statement of Qualifications is offered by:

Business: _____
(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

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Schedule A—Current Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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NOTICE OF AWARD

Date of Issuance:			
Owner:	*HARRISON CO. WATER ASSOC.*	Owner's Project No.:	
Engineer:	*STRAND ASSOCIATES, INC.®*	Engineer's Project No.:	*5224.263*
Project:	*1-2025*		
Contract Name:	*KY 353 WATER MAIN EXTENSION AND US 27 WATER MAIN REPLACEMENT PROJECT*		
Bidder:			
Bidder's Address:			

You are notified that Owner has accepted your Bid dated [date] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

KY 353 Water Main Extension and US 27 Water Main Replacement Project, Contract 1-2025

The Contract Price of the awarded Contract is $[Contract Price]. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[Number of copies sent] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner four counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): [Describe other conditions that require Successful Bidder's compliance]

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: *HARRISON COUNTY WATER ASSOCIATION*

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Harrison County Water Association ("Owner") and [name of contracting entity] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: KY 353 Water Main Extension and US 27 Water Main Replacement Project.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: KY 353 water main extension includes approximately 14,000 linear feet of 4-inch water main extension and appurtenances. The US 27 water main replacement includes approximately 14,600 linear feet of 6-inch water main replacement and appurtenances.

ARTICLE 3—ENGINEER

3.01 The Owner has retained Strand Associates, Inc.® ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially complete within 180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 180 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

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Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $2,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $2,000 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
KY 353 Water Main Extension					
1.	4-IN PVC C900 DR18 Water Main, Fittings, Trenching, Bedding, Laying, Testing, and Backfill (Unclassified Excavation)	13,700	LF	$	$
2.	8-IN Steel Casing Pipe Installed by Jack and Bore, Fittings, Trenching, Bedding, Laying, and Backfill (Unclassified Excavation)	50	LF	$	$
3.	6-IN HDPE DR 11 IPS Pipe W/ Directional Bore, Water Main, Labor, Fittings, Trenching, Bedding, Laying, Testing, and Backfill (Unclassified Excavation)	200	LF	$	$

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Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
4.	6-IN HDPE DR 11 IPS Pipe Water Main, Labor, Fittings, Trenching, Bedding, Laying, Testing, and Backfill (Unclassified Excavation)	60	LF	$	$
5.	HDPE To PVC Adapter, Labor, Fittings, Trenching, Bedding, Laying, Testing, and Backfill (Unclassified Excavation)	2	EA	$	$
6.	4-IN to 6-IN MJ Sleeve, Labor, Fittings, Trenching, Bedding, Laying, Testing, and Backfill (Unclassified Excavation)	2	EA	$	$
7.	8-IN Steel Casing Pipe Installed by Open Cut–Fittings, Trenching, Bedding, Laying, and Backfill (Unclassified Excavation)	100	LF	$	$
8.	Free Bore Installation of Water Main W/ no Casing Pipe Installed by Jack and Bore, Fittings, Trenching, Bedding, Laying, and Backfill (Unclassified Excavation)	65	LF	$	$
9.	Tie-in to Existing 4-IN Water Main, Excavation, Fittings, Sleeves, Couplings, Anchoring, Testing, and Backfill	1	EA	$	$
10.	Install 4-IN MJ Gate Valve and Box, Excavation, Backfill, and Testing	12	EA	$	$
11.	Install Air Release Valve, Labor, Equipment, Tapping the Main, MH, Excavation, and Backfill	1	EA	$	$
12.	Install Blowoff Valve, Labor, Equipment, Tapping the Main, Excavation, and Backfill	3	EA	$	$
13.	Install 4-IN Leak Detection Meter, Labor, Equipment, Main Taps, Tapping Saddles, and Backfill	2	EA	$	$
14.	1-IN CTS Service–Short Side, New Meter, Main Tap, Coupling, Labor, Equipment, Excavation, Testing, and Backfill (Unclassified Excavation)	7	EA	$	$

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Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
15.	1-IN CTS Service–Long Side, New Meter, Main Tap, Coupling, Labor, Equipment, Excavation, Testing, and Backfill (Unclassified Excavation) W/ Plastic Casing Pipe Under Road	9	EA	$	$
16.	Gravel Driveway Repair, Labor, Excavation, Backfill, and Restoration	250	LF	$	$
17.	Permanent Seeding	13,760	LF	$	$
18.	Preconstruction Video	1	LS	$	$
Total of All Unit Price Bid Items for KY 353 Water Main Extension					$
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
US 27 Water Main Replacement					
1.	6-IN PVC C900 DR18 Water Main, Fittings, Trenching, Bedding, Laying, Testing, and Backfill (Unclassified Excavation)	14,700	LF	$	$
2.	Abandon Existing Water Main in Place	1	EA	$	$
3.	Abandon, Demolition, and Remove Existing Pump Station	1	EA	$	$
4.	Install 6-IN MJ Gate Valve and Box, Excavation, Backfill, and Testing	24	EA	$	$
5.	Install 6-IN Leak Detection Meter, Labor, Equipment, Main Taps, Tapping Saddles, and Backfill	4	EA	$	$
6.	12-IN Steel Casing Pipe Jack and Bore, Labor, and Equipment	560	LF	$	$
7.	Free Bore Installation of Water Main W/ no Casing Pipe Installed by Jack and Bore, Fittings, Trenching, Bedding, Laying, and Backfill (Unclassified Excavation)	510	LF	$	$
8.	Install Air Release Valve, Labor, Equipment, Tapping the Main, MH, Excavation, and Backfill	1	EA	$	$
9.	Cap Existing Water Main, Labor, Equipment, Excavation, Backfill, and Restoration	5	EA	$	$
10.	Tie-in to Existing 6-IN Water Main, Excavation, Fittings, Sleeves, Couplings, Anchoring, Testing, and Backfill	8	EA	$	$

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Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
11.	1-IN CTS Service–Short Side, Main Tap, Coupling, Labor, Equipment, Excavation, Testing, and Backfill (Unclassified Excavation)	22	EA	$	$
12.	1-IN CTS Service–Long Side, Main Tap, Coupling, Labor, Equipment, Excavation, Testing, and Backfill (Unclassified Excavation) W/ Plastic Casing Pipe Under Road	17	EA	$	$
13.	Concrete Repair, Labor, Equipment, Excavation, Backfill, and Restoration	50	LS	$	$
14.	Gravel Driveway Repair, Labor, Excavation, Backfill, and Restoration	50	LF	$	$
15.	Trench Width Asphalt Repair, Labor, Equipment, Excavation, Backfill, and Restoration	50	LF	$	$
16.	Permanent Seeding	14,700	LF	$	$
17.	Preconstruction Video	1	LS	$	$
Total of All Unit Price Bid Items for US 27 Water Main Replacement					$
Total of All Unit Price Bid Items for KY 353 Water Main Extension and US 27 Water Main Replacement					$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

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1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

    a. 95 percent of the value of the Work completed (with the balance being retainage).

    b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, unless Contractor submits written consent of the surety to such payment.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of 19 sheets with each sheet bearing the following general title: 9 Sheets for KY 353 Water Main Extension Project and 10 Sheets for US 27 Water Main Replacement Project.
7. Addenda (numbers [number] to [number], inclusive).
8. Exhibits to this Agreement (enumerated as follows):
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

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a. Notice to Proceed.

b. Erosion Control Certification.

c. Work Change Directives.

d. Change Orders.

e. Field Orders.

f. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

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7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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ARTICLE 9—MISCELLANEOUS

9.01 *Severability*

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

9.02 *Hierarchy*

A. In resolving inconsistencies among two or more section of the Contract Documents, precedence shall be given in the following order:

First:	WRITTEN AMENDMENTS
Second:	CHANGE ORDERS/FIELD ORDERS/WORK CHANGE DIRECTIVES
Third:	ADDENDA
Fourth:	AGREEMENT
Fifth:	SUPPLEMENTARY CONDITIONS
Sixth:	SPECIAL CONDITIONS
Seventh:	GENERAL CONDITIONS
Eighth:	SPECIFICATIONS
Ninth:	DRAWINGS

For categories that have the same order of precedence, the document that includes the latest date shall control. Figure dimensions (numerical) on Drawings shall take precedence over dimensions measured utilizing a scale.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in quintuplicate.

This Agreement will be effective on [indicate date on which Contract becomes effective] (which is the Effective Date of the Contract).

Owner:	Contractor:
HARRISON COUNTY WATER ASSOCIATION (typed or printed name of organization)	(typed or printed name of organization)
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: _____ *(date signed)*
Name: *GARY CARTER* *(typed or printed)*	Name: _____ *(typed or printed)*
Title: *PRESIDENT* *(typed or printed)*	Title: _____ *(typed or printed)* *(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices: *432 SEA BISCUIT HIGHWAY* *CYNTHIANA, KY 41021*	Address for giving notices:
Designated Representative:	Designated Representative:
Name: *NATHAN FIELDS* *(typed or printed)*	Name: _____ *(typed or printed)*
Title: *MANAGER* *(typed or printed)*	Title: _____ *(typed or printed)*
Address: *432 SEA BISCUIT HIGHWAY* *CYNTHIANA, KY 41021*	Address:
Phone:	Phone:
Email:	Email:
(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	License No.: _____ *(where applicable)* State: _____

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CERTIFICATE OF OWNER'S ATTORNEY AND AGENCY CONCURRENCE

CERTFICATE OF OWNER'S ATTORNEY
PROJECT NAME:
CONTRACTOR NAME AND CONTRACT NUMBER:

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows: I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Name Date

AGENCY CONCURRENCE

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative Date

Name

NOTICE TO PROCEED

Owner:	*HARRISON COUNTY WATER ASSOCIATION*	Owner's Project No.:	
Engineer:	*STRAND ASSOCIATES, INC.®*	Engineer's Project No.:	*5224.263*
Contractor:		Contractor's Project No.:	
Project:	*1-2025*		
Contract Name:	*KY 353 WATER MAIN EXTENSION AND US 27 WATER MAIN REPLACEMENT PROJECT*		
Effective Date of Contract:			

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is 180 days from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of _____; and the number of days to achieve readiness for final payment is 180 days from the commencement date of the Contract Times, resulting in a date for readiness for final payment of _____.

Before starting any Work at the Site, Contractor must comply with the following:

Owner: *HARRISON COUNTY WATER ASSOCIATION*

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Date Issued: _____

Copy: Engineer

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SECTION 00 55 10

EROSION CONTROL CERTIFICATION

Dated: _____

TO: _____
(OWNER)

ADDRESS: _____

_____

PROJECT: _____

OWNER'S CONTRACT NO.: _____

CONTRACT FOR: _____

_____
(Insert name of Contract as it appears in the Bidding Documents)

I certify under penalty of law that I understand the terms and conditions of the General National Pollutant Discharge Elimination System (NPDES) Permit that authorizes the stormwater discharges associated with industrial activities from the construction site and as may be detailed in the Contract Documents.

I agree to indemnify and hold OWNER harmless from any claims, demands, suits, causes of action, settlements, fines, or judgments and the costs of litigation, including, but not limited to, reasonable attorneys fees and costs of investigation and arising from a condition, obligation, or requirement assumed or to be performed by CONTRACTOR for storm water pollution and erosion control.

Fines and other costs incurred against OWNER for CONTRACTOR's failure to provide the required erosion control practices will be paid by CONTRACTOR.

_____
(CONTRACTOR)

By: _____
(Authorized Signature)

_____
(Title)

END OF SECTION

PERFORMANCE BOND

Contractor	Surety
Name: [Full formal name of Contractor]	Name: [Full formal name of Surety]
Address *(principal place of business)*: [Address of Contractor's principal place of business]	Address *(principal place of business)*: [Address of Surety's principal place of business]
Owner	**Contract**
Name: [Full formal name of Owner]	Description *(name and location)*: [Owner's project/contract name, and location of the project]
Mailing address *(principal place of business)*: [Address of Owner's principal place of business]	Contract Price: [Amount from Contract]
	Effective Date of Contract: [Date from Contract]

Bond

Bond Amount: [Amount]

Date of Bond: [Date]

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____	_____
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature)(Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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

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5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

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

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: None.

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PAYMENT BOND

Contractor	Surety
Name: [Full formal name of Contractor] Address *(principal place of business)*: [Address of Contractor's principal place of business]	Name: [Full formal name of Surety] Address *(principal place of business)*: [Address of Surety's principal place of business]
Owner	**Contract**
Name: [Full formal name of Owner] Mailing address *(principal place of business)*: [Address of Owner's principal place of business]	Description *(name and location)*: [Owner's project/contract name, and location of the project] Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]

Bond

Bond Amount: [Amount]

Date of Bond: [Date]

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond will arise after the following:

    5.1. Claimants who do not have a direct contract with the Contractor

        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2. Pay or arrange for payment of any undisputed amounts.

    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

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

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

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

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

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16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: None.

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EJCDC CONTRACT ADMINISTRATION

Contractor's Application for Payment

Owner:		Owner's Project No.:	
Engineer:		Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:			
Contract:			
Application No.:		Application Date:	
Application Period:	From	to	

1. Original Contract Price				#REF!
2. Net change by Change Orders				#REF!
3. Current Contract Price (Line 1 + Line 2)				#REF!
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)				#REF!
5. Retainage				
a.	X	#REF!	Work Completed	#REF!
b.	X	#REF!	Stored Materials	#REF!
c. Total Retainage (Line 5.a + Line 5.b)				#REF!
6. Amount eligible to date (Line 4 - Line 5.c)				#REF!
7. Less previous payments (Line 6 from prior application)				
8. Amount due this application				#REF!
9. Balance to finish, including retainage (Line 3 - Line 4)				#REF!

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____

Signature: _____ Date: _____

Recommended by Engineer		Approved by Owner	
By:		By:	
Title:		Title:	
Date:		Date:	
Approved by Funding Agency			
By:		By:	
Title:		Title:	
Date:		Date:	

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Progress Estimate - Unit Price Work | Contractor's Application for Payment

Owner: ____________________ | Owner's Project No.: ____________

Engineer: ____________________ | Engineer's Project No.: ____________

Contractor: ____________________ | Contractor's Project No.: ____________

Project: ____________________

Contract: ____________________

Application No.: ____________ | Application Period: From ____________ to ____________ | Application Date: ____________

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
Original Contract											
					-		-		-		-
					-		-		-		-
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					-		-		-		-
					-		-		-		-
					-		-		-		-
Original Contract Totals					$ -		$ -	$ -	$ -		$ -

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: ______________________________ Owner's Project No.: __________

Engineer: ______________________________ Engineer's Project No.: __________

Contractor: ______________________________ Contractor's Project No.: __________

Project: ______________________________

Contract: ______________________________

Application No.: __________ Application Period: From __________ to __________ Application Date: __________

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
Change Orders											
					-		-		-		-
					-		-		-		-
					-		-		-		-
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					-		-		-		-
Change Order Totals					$ -		$ -	$ -	$ -		$ -
Original Contract and Change Orders											
Project Totals					$ -		$ -	$ -	$ -		$ -

EJCDC C-620 Contractor's Application for Payment
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Stored Materials Summary

Contractor's Application for Payment

Owner:
Engineer:
Contractor:
Project:
Contract:

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

Application No.: Application Period: From to Application Date:

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored ($)	Amount Stored this Period ($)	Amount Stored to Date (G+H) ($)	Amount Previously Incorporated in the Work ($)	Amount Incorporated in the Work this Period ($)	Total Amount Incorporated in the Work (J+K) ($)	Materials Remaining in Storage (I-L) ($)
								-			-	-
								-			-	-
								-			-	-
								-			-	-
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								-			-	-
								-			-	-
					Totals	$ -	$ -	$ -	$ -	$ -	$ -	$ -

EJCDC C-620 Contractor's Application for Payment
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FIELD ORDER NO.: [Number of Field Order]

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Date Issued:	Effective Date of Field Order:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

Title: _____

Date: _____

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WORK CHANGE DIRECTIVE NO.: [Number of Work Change Directive]

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Date Issued:	Effective Date of Work Change Directive:

Contractor is directed to proceed promptly with the following change(s):

Description:

[Description of the change to the Work]

Attachments:

[List documents related to the change to the Work]

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work]

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: $ _____ [increase] [decrease] [not yet estimated].

Contract Time: _____ days [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner
By:		
Title:		
Date:		

EJCDC® C-940, Work Change Directive.
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CHANGE ORDER NO.: [Number of Change Order]

Owner: Owner's Project No.:
Engineer: Engineer's Project No.:
Contractor: Contractor's Project No.:
Project:
Contract Name:
Date Issued: Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: $ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: $ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: $ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: $ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: $ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)	Accepted by Contractor
By: _____	_____
Title: _____	_____
Date: _____	_____
Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:
Engineer:
Contractor:
Project:
Contract Name:

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: [Enter date, as determined by Engineer]

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

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NOTICE OF ACCEPTABILITY OF WORK

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Notice Date:	Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated [date of professional services agreement] ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

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

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

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recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

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33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

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

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

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

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43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

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

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

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

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

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

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

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into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

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ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

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

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

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inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

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

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

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B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

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

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 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 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

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D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

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B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

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

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all 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 directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

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

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

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and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

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

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

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

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

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

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

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Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

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

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

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3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

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or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

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of construction to be employed by Contractor, and safety precautions and programs incident thereto;

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

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

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conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, 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, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, 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 failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

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Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

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Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

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L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

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4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

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Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

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6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

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B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. 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 will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, 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, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will 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.

C. All materials and equipment must 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.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item 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 is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

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2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

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3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

    a. will certify that the proposed substitute item will:

        1) perform adequately the functions and achieve the results called for by the general design;

        2) be similar in substance to the item specified; and

        3) be suited to the same use as the item specified.

    b. will state:

        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

        2) whether 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 other work on the Project) to adapt the design to the proposed substitute item; and

        3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

    c. will identify:

        1) all variations of the proposed substitute item from the item specified; and

        2) available engineering, sales, maintenance, repair, and replacement services.

    d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

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H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an 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 will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, 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 specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, 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 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.

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7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

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

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, 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 such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

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7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

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

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

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

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.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 at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer 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).

E. 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.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

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I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as 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.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent 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 by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

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3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must 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 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, 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.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. 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, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.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. Engineer will

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document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

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.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

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d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

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 review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

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9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (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 from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused 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.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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 7.18.A will 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.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

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D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. 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 such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

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E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, 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.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

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

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all 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 damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

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9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

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ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *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.

10.02 *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 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

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E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will 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 Contractor under Paragraph 15.06.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 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

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ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in 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;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

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B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes 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. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *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, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

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1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will 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 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

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11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

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Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety 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), 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.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

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and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

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2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

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 in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will 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 accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which 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 will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

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

5. Other costs consisting of the following:

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

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

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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.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

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

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), 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 include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. 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.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

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Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

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

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. 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. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. 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.

D. 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

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thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

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.

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D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. 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, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

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losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, 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, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

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or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will 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.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times 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 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

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establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

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

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, 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 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, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and 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:

   a. 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; or

   b. 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.

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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:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

    e. 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 stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

    b. the Contract Price has been reduced by Change Orders;

    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. 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; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, 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, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *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 and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

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submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, 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.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy 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

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significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 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.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *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, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *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, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

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d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, 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, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

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appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written 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. Contractor shall pay all 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). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, 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.

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F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

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attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

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

2. 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; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

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provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract 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.

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18.03 *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. 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.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

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

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

ARTICLE 1–DEFINITIONS AND TERMINOLOGY

SC-1.01.A–*Defined Terms:*

Insert in the first sentence after the phrase “printed with initial capital letters” the following phrase:

“or with all capital letters”

SC-1.01.A.8–*Change Order:*

Insert a comma and the word “Engineer” immediately after the word “Contractor” in this definition.

Add the following at the end of the Paragraph:

The Change Order form to be used on this Project is EJCDC C-941 (2018). Agency approval is required before Change Orders are effective.

SC-1.01.A.18–*Drawings:*

Add the following to the end of Paragraph 1.01.A.18:

The following Drawings are part of the Contract Documents:

Drawings titled “KY 353 Water Main Extension and US 27 Water Main Replacement Project, Contract 1-2025, Harrison County Water Association,” Sheets No. 1 through No. 15, prepared by Strand Associates, Inc.® incorporated herein by reference and Drawings listed in the table of contents that are bound at the back of these Specifications.

Electronic files were provided for the convenience of Contractor. The data on which Contractor may rely is limited to the paper copy.

SC-1.01.A.30–*Rural Development Applicant*

Add the following at the end of the Paragraph:

For the purposes of Rural Development, this term is synonymous with the term “applicant” as defined in 7 CFR 1780.7 (a) (1), (2) and (3) and is an entity receiving financial assistance from the federal programs.

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SC-1.01.A.50–*Work Change Directive:*

Add the following at the end of the Paragraph:

The Work Change Directive form to be used on this Project is EJCDC C-940 (2018). Agency approval is required before a Work Change Directive is issued.

Amend the phrase "signed by Owner" in the first sentence of Paragraph 1.01.A.50 to read as follows:

"signed by Owner and Contractor."

SC-1.01.A.51–*Agency*

Add the following new paragraph immediately after Paragraph 1.01.A.50:

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

SC-1.01.A.52–*Domestic Preference Definitions*

Add the following new paragraph with the title "Domestic Preference Definitions" immediately after Paragraph 1.01.A.51:

52.a *Build America, Buy America Act (BABAA)*–Requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953-58 mandating domestic preference that all iron and steel, manufactured products, and construction materials are produced in the United States.

52.b *Construction Materials*–Those articles, materials, or supplies–other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives- that are or consist primarily of: non-ferrous metals, plastic and polymer-based products, glass, lumber or drywall.

52.c *Contractor's Certification*–Documentation submitted by the Contractor upon Substantial Completion of the Contract that all iron and steel, manufactured products, and construction materials are produced in the United States.

52.d *De Minimis*–Materials and products that represent a small portion of an infrastructure project, specifically no more than 5% of the project costs up to a maximum of $1,000,000.

52.e *Domestic Preference*–The Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953.

52.f *Engineer's Certification*–Documentation submitted by the Engineer that Drawings, Specifications, and Bidding Documents comply with Domestic Preference requirements.

52.g *Manufactured Product*–Items assembled out of components, or otherwise made or processed from raw materials into finished products. Manufactured products must be manufactured (assembled) in the United States, and the cost of components that were mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the product.

52.h *Manufacturer's Certification*–Documentation provided by the Manufacturer stating that Domestic Preference requirements have been satisfied for all provided items. If items are purchased via a Supplier, distributor, vendor, etc. from the Manufacturer directly, then the

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Supplier, distributor, vendor, etc. will be responsible for obtaining and providing these certifications to the parties purchasing the products.

52.i *Minor Components*–Components within an iron and/or steel product otherwise compliant with the Domestic Preference requirements. This waiver, typically used by Manufacturers, allows use of non-domestically produced miscellaneous Minor Components comprising up to five percent of the total material cost of an otherwise domestically produced iron and steel product. However, unless a separate waiver for a product has been approved, all other iron and steel components in said product must still meet the Domestic Preference requirements. This waiver does not exempt the whole product from the Domestic Preference requirements only Minor Components within said product and the iron or steel components of the product must be produced domestically.

52.j *Primarily Iron or Steel*–A product is made of greater than 50 percent iron or Steel on a materials cost basis.

SC-1.01.A.53–*Request for Information:*

Add the following new paragraph immediately after Paragraph 1.01.A.52:

53. *Request for Information:*

Written request submitted by Contractor to Engineer on a form supplied by Engineer requesting clarification, interpretation, or additional information pertaining to Contract Documents.

ARTICLE 2–PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

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

2.02 *Copies of Documents*

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

Owner shall furnish to Contractor five printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

SC-2.03–*Before Starting Construction:*

Add the following subparagraph to Paragraph 2.03:

4. a proposed listing of subcontractors and major material and equipment suppliers. The list shall include any proposed substitutions in accordance with Paragraph 7.06.

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SC-2.05–*Acceptance of Schedules:*

Add the following language to the end of Paragraph 2.05.A.2:

The schedule for submittals shall show all submittals complete before 50% of completion of the Work and the schedule for maintenance manuals shall show all submittals complete before 75% of completion of the Work.

Add the following new paragraph immediately after Paragraph 2.05.A:

B. The times included in this paragraph apply to the preliminary schedules. See Division 01 for other submittal and time requirements for the construction progress schedule and submittal schedule.

Add the following language to the end of Paragraph 2.05.A.3:

The Bid will be considered the Schedule of Values of the Work required by the General Conditions.

ARTICLE 3–CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC 3.03–*Reporting Discrepancies*

Add the following language at the end of Paragraph 3.03.A:

4. Contractor shall report apparent discrepancies to Engineer using a Request for Information form on a form supplied by Engineer. The Request for Information form shall:
    a. be submitted by Contractor only;
    b. be legible and complete;
    c. not be used for the purposes of only confirming or verifying issues; and,
    d. be prioritized by Contractor in the event that multiple Requests for Information are outstanding.

    Requests for Information that are not in conformance with the requirements above shall be returned to Contractor without response.
5. Contractor shall not be relieved of its responsibility to coordinate the Work to prevent adverse impacts to Contractor's Project Schedule while submitting Requests for Information.
6. If Contractor believes the Scope of Work included in the Request for Information has a cost and/or time impact, Contractor should submit a Change Proposal in accordance with Article 11 of these General Conditions.
7. If Contractor proceeds with work when Contractor had actual knowledge or should have known that a conflict, error, ambiguity, or discrepancy existed as indicated above, correction of work constructed without such notification to Engineer shall be at Contractor's expense, (except in an emergency as authorized by Paragraph 7.15.A).

SC-3.04–*Requirements of the Contract Documents*

Delete Paragraph 3.04.C in its entirety.

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ARTICLE 4–COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01.A–*Commencement of Contract Times; Notice to Proceed*

Delete the last sentence of paragraph.

SC 4.03–*Reference Points*

Add the following new paragraph immediately after Paragraph 4.03.A:

B. Contractor is referred to the General Requirements for additional requirements for laying out the work.

SC-4.05–*Delays in Contractor's Progress*

Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer within five days of the end of the abnormal weather condition event. It is the responsibility of the Contractor to provide the information listed in SC-4.05.C.5.b.

b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:

1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":

i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 1.5 inches of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.

ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 20 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 95 degrees Fahrenheit.

2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by National Weather Service weather monitoring station at location of the weather monitoring station.

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3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit A—Foreseeable Bad Weather Days.

4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit A—Foreseeable Bad Weather Days will be considered as "abnormal weather conditions." The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

ARTICLE 5–SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

SC 5.03–*Subsurface and Physical Conditions:*

Add the following new paragraphs immediately after Paragraph 5.03.D:

E. No reports of explorations or tests of subsurface conditions at or adjacent to the Site containing technical data are known to Owner. Contractor shall conduct its own personal investigation to determine conditions at the site which may affect the Work, including compliance with OSHA excavation and trenching requirements.

F. No drawings of physical conditions relating to existing surface or subsurface structures at the Site containing technical data, are known to Owner. Contractor shall conduct its own personal investigation to determine conditions at the site which may affect the Work, including compliance with OSHA excavation and trenching requirements.

SC 5.05–*Underground Facilities:*

Add the following paragraph immediately after Paragraph 5.05.F:

G. Contractor is referred to the General Requirements for requirements for keeping records of Underground Facilities and allowing facility owners to inspect.

SC-5.06–*Hazardous Environmental Conditions at the Site:*

Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

ARTICLE 6–BONDS AND INSURANCE

SC-6.01 *Performance, Payment, and Other Bonds*

Add the following paragraphs immediately after Paragraph 6.01.A:

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1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

Add the following new paragraphs immediately after Paragraph 6.01.H:

I. The forms of the performance and payment or other Bonds attached hereto shall be used for the Contract. Note instructions thereon as to the form applicable. Each form contemplates one corporate surety only. In case co sureties or individual sureties will be furnished, proper forms therefore shall be obtained. Besides the stipulations of Paragraphs 6.01 through 6.03, the surety on the Bonds shall provide a certificate indicating surety is licensed to underwrite contracts in the jurisdiction of the project location which shall be attached to the Bonds.

SC-6.03–*Contractor's Insurance*

Add the following new language to the end of Paragraph 6.03.C.3:

Contractor shall provide an executed endorsement form CG 20 01 04 13, or equal, supporting this requirement.

Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: Not Applicable.

E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	$500,000
Bodily injury by disease—aggregate	$500,000
Employer's Liability	
Each accident	$500,000
Each employee	$500,000

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Workers' Compensation and Related Policies	Policy limits of not less than:
Policy limit	$500,000

F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
    a. Such insurance must be maintained for three years after final payment.
    b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together), or equal, for each required additional insured. If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
7. Insurance certificates for commercial general, automobile, and umbrella shall specifically indicate by name the additional insureds which are to include Owner and Engineer as well as other persons or entities so identified. Certificates shall be Acord 25 S or equivalent.
8. Endorsements or General Liability policy shall not exclude supervisory or inspection services.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

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1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	$2,000,000
Products—Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$2,000,000
Bodily Injury and Property Damage—Each Occurrence	$2,000,000

General Aggregate Limits specified above shall apply separately to this project by attachments of "Amendment of Limits of Insurance–Designated Location(s) General Aggregate Limit" Endorsement (ISO Form No. CG 25 04 05 09) or "Designated Construction Project(s) General Aggregate Limit" Endorsement (ISO Form CG 25 03 05 09) or equivalent endorsement coverage.

J. Automobile Liability: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	$1,000,000
Each Accident	$1,000,000
Property Damage	
Each Accident	$1,000,000
or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000

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Contractor shall also provide an Additional Insured Endorsement for the automobile policy. Endorsement form shall be CA 20 48, or equal.

K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$2,000,000
General Aggregate	$2,000,000

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of $2,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.

M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	NA
General Aggregate	NA

N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	NA
Annual Aggregate	NA

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O. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	NA
Aggregate	NA

P. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly *referred* to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	NA
General Aggregate	NA

Q. Waiver of Subrogation: Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall provide a waiver of subrogation covering Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions. Contractor shall obtain all necessary endorsements to support these requirements. Endorsement shall be CG 24 04 05 09, or equal.

R. General Liability, Automobile Liability, and Umbrella Liability shall include coverage for mental anguish and punitive damages.

SC-6.03–Contractor's Insurance:

Add the following new language to the end of Paragraph 6.03.C.3:

Contractor shall provide an executed endorsement form CG 20 01 04 13, or equal, supporting this requirement.

Add the following to the end of the first sentence of Paragraph 6.03.G.6:

", or equal, for each required additional insured."

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Add the following new paragraphs immediately after Paragraph 6.03.G.6:

7. Insurance certificates for commercial general, automobile, and umbrella shall specifically indicate by name the additional insureds which are to include Owner and Engineer as well as other persons or entities so identified. Certificates shall be Acord 25 S or equivalent.

8. Endorsements or General Liability policy shall not exclude supervisory or inspection services.

Add the following paragraphs to the end of Paragraph 6.03.I:

General Aggregate Limits specified above shall apply separately to this project by attachment of:

"Amendment of Limits of Insurance–Designated Location(s) General Aggregate Limit" Endorsement (ISO Form No. CG 25 04 05 09) or "Designated Construction Project(s) General Aggregate Limit" Endorsement (ISO Form CG 25 03 05 09) or equivalent endorsement coverage.

Add the following paragraph to the end of Paragraph 6.03.J:

Contractor shall also provide an Additional Insured Endorsement for the automobile policy. Endorsement form shall be CA 20 48, or equal.

Add the following new paragraphs immediately after Paragraph 6.03.P:

Q. Waiver of Subrogation: Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall provide a waiver of subrogation covering Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions. Contractor shall obtain all necessary endorsements to support these requirements. Endorsement shall be CG 24 04 05 09, or equal.

R. General Liability, Automobile Liability, and Umbrella Liability shall include coverage for mental anguish and punitive damages.

SC-6.04–*Builder's Risk and Other Property Insurance*

Delete Paragraph 6.04.A of the General Conditions and substitute the following in its place:

A. *Installation Floater*

1. Contractor shall provide and maintain installation floater insurance on a broad form or "all risk" policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work ("Covered Property"). Coverage under the Contractor's installation floater will include loss from covered "all risk" causes (perils) to Covered Property:

a. of the Contractor, and Covered Property of others that is in Contractor's care, custody, and control;

b. while in transit to the Site, including while at temporary storage sites;

c. while at the Site awaiting and during installation, erection, and testing;

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d. continuing at least until the installation or erection of the Covered Property is completed, and the Work into which it is incorporated is accepted by Owner.

2. The installation floater coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable.

3. The installation floater coverage will be in an amount sufficient to protect Contractor's interest in the Covered Property. The Contractor will be solely responsible for any deductible carried under this coverage.

4. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

ARTICLE 7–CONTRACTOR'S RESPONSIBILITIES

SC-7.03–*Labor; Working Hours*

Amend the first and second sentences of Paragraph 7.03.C to state "…all Work at the Site must be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Sunday, or any legal holiday."

Add the following new paragraph immediately after Paragraph 7.03.C:

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

SC 7.04.B–*Services, Materials, and Equipment Warranty:*

Add the following to the end of Paragraph 7.04.B:

Suppliers shall be deemed to impliedly warrant that their products and all component materials incorporated into them are suitable and fit for the intended use of such products and shall be free from defect in material, workmanship or design, such warranty to run to the benefit of Owner and Engineer. The foregoing applies whether the products or their component materials are specified in the Contract Documents or are of Supplier's design.

SC-7.04.D–*Domestic Preference*

Add the following new paragraph immediately after Paragraph 7.04.C:

D. All products must meet Domestic Preference requirements.

SC-7.04.E–*De Minimis Waiver*

Add the following new paragraph immediately after Paragraph 7.04.D:

E. For projects utilizing a *De Minimis* waiver, Contractor shall maintain an itemized list of non-domestically produced iron or steel incidental components and ensure that the cost is less than 5% of total project cost for project up to a maximum of $1,000,000.

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SC-7.05.A–*"Or Equals"*

Amend the third sentence of paragraph by striking out the following words:

Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted,

SC-7.05.A.1.a.3–*"Or Equals"*

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

SC-7.05.A.1.a.4–*"Or Equals"*

Delete paragraph in its entirety and insert "Deleted."

SC-7.05.B–*Contractor's Expense:*

Add the following at the end of paragraph:

Contractor shall include a Manufacturer's Certification or waiver for compliance with Domestic Preference requirements and supporting data, as applicable. Refer to Sample Language for Manufacturer's Certification provided in these Contract Documents.

SC-7.06.A.3.a.2–*Substitutes*

Remove "and" from the end of paragraph.

SC-7.06.A.3.a.3–*Substitutes*

Add "; and" to the end of paragraph.

SC-7.06.A.3.a.4–*Substitutes*

Add the following new paragraph immediately after Paragraph 7.06.A.3.a.3:

4. Comply with Domestic Preference requirements by providing Manufacturer's Certification or waiver, as applicable. Refer to Sample Language for Manufacturer's Certification provided in these Contract Documents.

SC-7.07.A–*Concerning Subcontractors and Suppliers*

Amend by adding the following to the end of the paragraph:

The total amount of work subcontracted by the Contractor shall not exceed fifty percent of the Contract price without prior approval from the Owner, Engineer and Agency.

SC-7.07.B–*Concerning Subcontractors and Suppliers*

Delete paragraph in its entirety and insert "Deleted".

SC-7.07.E–*Concerning Subcontractors and Suppliers*

Delete the second sentence of paragraph and insert the following in its place:

Owner may not require that Contractor use a specific replacement.

SC 7.09–*Permits:*

Delete last sentence of Paragraph 7.09.A and add the following in its place:

See General Requirements and technical specification sections for utility charge provisions.

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Add Paragraph 7.09.B as follows:

B. See General Requirements for additional permit information.

7.10 *Taxes*

Add a new paragraph immediately after Paragraph 7.10.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of Cynthiana, Harrison County, Kentucky and of cities and counties thereof on all materials to be incorporated into the Work.

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

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

Add the following new paragraph immediately after Paragraph 7.10.C:

D. Contractor shall have City of Cynthiana, Harrison County business license prior to conducting work in the City.

SC 7.11–*Laws and Regulations:*

Add the following new paragraphs immediately after Paragraph 7.11.C:

D. Kickback Statutes–Contractor shall comply with the requirements of KRS 45A.455 with respect to gratuities and kickbacks among other matters.

E. Campaign Finance Disclosure–Contractor shall comply with requirements of KRS 45A.395 with respect to campaign finance laws.

F. Labor Law Disclosures–Contractor shall comply with requirements of KRS 45A.343 with respect to labor law disclosure.

SC-7.12.A *Record Documents*

Amend paragraph by adding the following after "written interpretations and clarifications,":

Manufacturers' Certifications,

SC 7.12–*Record Documents:*

In Paragraph 7.12.A delete last sentence and insert the following:

Upon completion of the Work, these record documents, samples, and shop drawings shall be delivered by Contractor to Owner.

SC 7.13–Safety and Protection

Add the following language to the end of Paragraph 7.13.A:

If the Work includes excavation or trenches, Contractor shall keep at the Site at all times during the progress of the Work a competent person to comply with OSHA trenching and excavation requirements. The competent person shall be one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions that are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

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SC-7.16.A.1.c–*Submittals*

Amend paragraph by deleting the last period and adding:

, including Manufacturer's Certification, or waiver for any item in the submittal subject to Domestic Preference requirements. Refer to Sample Language for Manufacturer's Certification Letter provided in these Contract Documents.

SC-7.16.C.9–*Engineer's Review of Shop Drawings and Samples*

Add new paragraph immediately after Paragraph 7.16.C.8:

9. Engineer's review and approval of a Shop Drawing or Sample shall include review of Manufacturers' Certifications in order to document compliance with Domestic Preference requirements, as applicable.

SC-7.17.F–*Contractor's General Warranty and Guarantee*

Add new paragraph immediately after Paragraph 7.17.E:

F. Contractor shall certify upon Substantial Completion that all Work and Materials have complied with Domestic Preference requirements. Contractor shall provide said Certification to Owner and Engineer. Refer to Sample Language for Contractor's Certification Letter provided in these Contract Documents.

SC-7.18–*Indemnification*

Delete the word "negligent" from Paragraph 7.18.A.

Add the following to the end of Paragraph 7.18.A:

In addition, Contractor shall indemnify, hold harmless, and pay for the defense of Owner and Engineer from and against claims, losses, or damages in regard to any act or failure to act by Owner or Engineer in connection with general supervision, inspection and/or coordination of Contractor's operations.

Contractor shall, at its own expense, appear, defend, and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against any individual or entity indemnified hereunder in any such action, Contractor shall, at its own expense, satisfy and discharge same. Contractor expressly understands and agrees that any Letter of Credit or insurance protection required by the Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, hold harmless, and defend any individual or entity indemnified hereunder as herein provided.

Add the following new paragraph immediately after Paragraph 7.18.B:

C. For any matter for which Owner and Engineer are indemnified under Paragraph 7.18.A, Contractor shall pay for Owner's and Engineer's reasonable defense, 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 or awards until Owner or Engineer are found negligent.

SC-7.19–*Delegation of Professional Design Services*

Add the following new paragraphs immediately after Paragraph 7.19.G:

H. The design professional providing the design calculations and design drawings shall be licensed in the State of the Project.

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I. The design calculation and design drawings are not shop drawings, but shall be submitted to Engineer separately along with the required shop drawings for the system, material, or equipment specified. These calculations will be forwarded to Owner for their records.

J. In Paragraphs 8.04.A, B, and C above, the term Engineer shall also include Strand Associates, Inc.®

ARTICLE 10–ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03–*Resident Project Representative*

Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Liaison*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

3. *Completion*

   a. Participate in Engineer's visits regarding Substantial Completion.

   b. Assist in the preparation of a punch list of items to be completed or corrected.

   c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

   d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

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4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.

5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11–CHANGES TO THE CONTRACT

SC-11.01–*Amending and Supplementing the Contract:*

Delete the second sentence in Paragraph 11.01.C in its entirety.

SC-11.02.C–*Change Orders*

Add new paragraph immediately after Paragraph 11.02.B:

C. The Engineer or Owner shall contact the Agency for concurrence on each Change Order prior to issuance. All Contract Change Orders must be concurred on (signed) by Agency before they are effective.

SC-11.03.A.2–*Work Change Directives*

Add new Paragraph 11.03.A.2 immediately after Paragraph 11.03.A, which shall be renamed Paragraph 11.03.A.1:

2. The Engineer or Owner shall contact the Agency for concurrence on each Work Change Directive prior to issuance. Once authorized by Owner, a copy of each Work Change Directive shall be provided by Engineer to the Agency.

SC-11.05.B–*Owner-Authorized Changes in the Work*

Add the following at the end of this paragraph:

For Owner-authorized changes in the Work, the Contractor will provide the Manufacturer's Certification(s), or waiver, for materials subject to Domestic Preference requirements except when sole-source is specified, in which case the Engineer will provide the Manufacturer's Certification(s), or waiver.

SC-11.07–*Change of Contract Price:*

Amend the phrase at the end of Paragraph 11.07.B.2 to read:

(which may include an allowance for overhead and profit in accordance with Paragraph 11.07.C.2. unless Owner and Contractor agree that these allowances are not appropriate for the Work involved.)

SC-11.09.B.2.c–*Change Proposal Procedures*

Add new paragraph immediately after Paragraph 11.09.B.2.b:

c. Change orders involving materials subject to Domestic Preference requirements, Contractor shall include a Manufacturer's Certification or waiver, as applicable. Refer

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to the Sample Language for Manufacturer's Certification provided in these Contract Documents.

SC-11.09.C–*Change Proposals*

Delete Paragraph 11.09.C in its entirety and insert the following in its place:

"Not used."

SC-11.10–*Notification to Surety*

Add the following new paragraphs immediately after Paragraph 11.10.A:

B. Contractor shall be responsible for notifying the surety of any assignment, modification, or change of the Contract, change in the Work covered thereby, or extension of time for the completion of the project.

C. Failure to provide notice to the surety of any such change shall not exonerate the surety from its obligations under the bond.

ARTICLE 12–CLAIMS

SC-12.01.A–*Claims Process:*

Delete Paragraph 12.01.A.3 in its entirety and insert the following in its place:

"Not used."

ARTICLE 13–COST OF WORK; ALLOWANCES, UNIT PRICE WORK

SC-13.02.C–*Owner's Contingency Allowance:*

Delete paragraph in its entirety and insert "Deleted".

SC-13.03–*Unit Price Work*

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

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the extended price of a particular item of Unit Price Work amounts to 15 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

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3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14–TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

SC 14.02.A–*Tests and Inspections:*

Add the following to the beginning of Paragraph 14.02.A:

All Work is subject to testing to indicate compliance with Contract Document requirements. Copies of test results of all tests required shall be submitted to Engineer. Tests and inspection of work may be conducted by Owner or an independent laboratory employed by Owner. Tests may also be performed in the field by Engineer as a basis for acceptance of the Work.

Add the following to the end of Paragraph 14.02.A:

Samples required for testing shall be furnished by Contractor at no cost to Owner. In the event that completed Work does not conform to specification requirements during the initial test, the Work shall be corrected and retested for conformance. The entire cost of retesting completed Work shall be borne by Contractor. This shall include the extra cost for inspection to Owner which will be deducted from the final amount due Contractor.

SC-14.03.G–*Defective Work*

Add new paragraph immediately after Paragraph 14.03.F:

G. Installation of materials that are non-compliant with Domestic Preference requirements shall be considered defective work. Contractor should ensure that Engineer has an approved Manufacturer's Certification, or waiver, prior to any domestic preference compliant item being delivered to the project site.

ARTICLE 15–PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

SC-15.01.B–*Applications for Progress Payment*

Add the following language at the end of Paragraph 15.01.B.1:

An updated Progress Schedule shall be submitted with each Application for Payment. Applications for Payment submitted without an acceptable updated Progress Schedule will be returned to Contractor without review. Progress Schedules that are submitted which do not reflect current project conditions, will not be considered acceptable.

Replace Paragraph 15.01.B.3 in its entirety with the following:

3. Contractor shall submit with each pay request Contractor's partial waiver of lien for the full amount of the requested payment. Beginning with the second pay request, and with each succeeding pay request, Contractor shall submit partial waivers of lien for each Subcontractor and Supplier showing that the amount paid to date to each is at least equivalent to the total value of Subcontractor's or Supplier's work, less retainage, included on the previous pay request. Contractor shall submit with each pay request a signed Waiver of Lien Log clearly documenting the following:
    a. The names of all Subcontractors/Suppliers on the project.
    b. Contract amounts for each Subcontractor/Supplier.

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c. Amount paid to date to each Subcontractor/Supplier.

d. Lien waivers provided with current pay application for previous month's payments.

e. Amount to be paid to each Subcontractor/Supplier included in the pending pay request.

f. Remaining balance for each Subcontractor/Supplier.

Add the following paragraphs immediately after Paragraph 15.01.B.6:

7. No advanced payment for shop drawing preparation will be made. Shop drawing costs will be paid when equipment and materials are delivered and suitably stored on the site.

8. All stored equipment and materials for which payment is requested shall have invoices included with the pay request. Equipment shall be identified thoroughly on the invoices, including serial numbers.

9. Payment for the stored equipment and material which are on the site shall not exceed the invoiced amount for each item, less the Contract retainage. The overhead and profit for the stored items shall not be invoiced until the item is installed.

10. Payment for off site storage is normally reserved for sensitive or very large pieces of equipment that in Engineer's opinion would not be practical to have stored on the site. Payment for off site stored items shall be limited to 75% of the invoiced value of the item, less Contract retainage. Contractor shall reimburse Owner the cost of inspecting off site stored items. When off site storage is approved, Contractor shall provide Insurance Certificates and Document of Ownership to Owner.

SC-15.01.B.4–*Applications for Payments:*

Add the following language at the end of paragraph:

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

SC-15.01.B.5–*Applications for Payments:*

Add new paragraph immediately after Paragraph 15.01.B.4:

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

SC-15.01.B.6–*Applications for Payments:*

Add new paragraph immediately after Paragraph 15.01.B.5:

6. By submitting an Application for Payment based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials are compliant with Domestic Preference requirements. Manufacturer's Certification for material(s) satisfy these requirements. Refer to the Sample Language for Manufacturer's Certification provided in these Contract Documents.

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Add the following paragraphs immediately after Paragraph 15.01.B.6:

7. No advanced payment for shop drawing preparation will be made. Shop drawing costs will be paid when equipment and materials are delivered and suitably stored on the site.

8. All stored equipment and materials for which payment is requested shall have invoices included with the pay request. Equipment shall be identified thoroughly on the invoices, including serial numbers.

9. Payment for the stored equipment and material which are on the site shall not exceed the invoiced amount for each item, less the Contract retainage. The overhead and profit for the stored items shall not be invoiced until the item is installed.

10. Payment for off site storage is normally reserved for sensitive or very large pieces of equipment that in Engineer's opinion would not be practical to have stored on the site. Payment for off site stored items shall be limited to 75% of the invoiced value of the item, less Contract retainage. Contractor shall reimburse Owner the cost of inspecting off site stored items. When off site storage is approved, Contractor shall provide Insurance Certificates and Document of Ownership to Owner.

SC-15.01.C.2.d–*Review of Applications*

Add the following new paragraph immediately after Paragraph 15.01.C.2.c:

d. The materials presented for payment in an Application for Payment comply with Domestic Preference requirements.

SC-15.01.D.1–*Payment Becomes Due*

Delete paragraph in its entirety and insert the following in its place:

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

SC-15.02.A–*Contractor's Warranty of Title*

Amend paragraph by striking out the following text: "7 days after".

SC-15.03–*Substantial Completion*

Modify by adding the following after the last sentence in Paragraph 15.03.A:

Contractor shall also submit the Contractor's Certification of Compliance certifying that to the best of the Contractor's knowledge and belief all Iron and Steel products, Manufactured Products, and Construction Materials proposed in the Shop Drawings, Change Orders, and Partial Payment Estimates, and those installed for the Project, comply with Domestic Preference requirements.

Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to

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agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

SC-15.08–*Correction Period*

Add the following new Paragraph 15.08.G:

G. If Substantial Completion for the entire work is never requested by Contractor, the correction period shall commence after final payment.

ARTICLE 16–SUSPENSION OF WORK AND TERMINATION

SC-16.02–*Owner May Terminate for Cause*

Add the following new paragraphs immediately after Paragraph 16.02.B.2:

3. complete the Work as Owner may deem expedient at the expense of Contractor and surety;

4. apply the amounts retained from partial payments to the completion of the Work; and

5. authorize the surety to complete the steps in Paragraphs 16.02.B.1 through 4.

SC-16.03–*Owner May Terminate for Convenience*

Add the following paragraph after Paragraph 16.03.B:

C. Contractor shall require similar provisions contained in Paragraph 16.03 in each of its subcontracts to protect Contractor from claims by Subcontractors arising from Owner's termination for convenience, or to minimize claims by such subcontractors. The remedy provided to Contractor under this Paragraph 16.03 shall be Contractor's sole remedy in the event of termination for convenience by Owner.

ARTICLE 18–MISCELLANEOUS

SC-18.11–*Tribal Sovereignty:*

Add new paragraph immediately after Paragraph 18.10:

18.11 *Tribal Sovereignty*

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

ARTICLE 19–MISCELLANEOUS, FEDERAL REQUIREMENTS

SC-19–Add the following new Article 19 immediately after Article 18:

Article 19–FEDERAL REQUIREMENTS

19.01 *Agency Not a Party*

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

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19.02 *Contract Approval*

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

B. Agency concurrence is required on both the Bid and the Contract before the Contract is effective.

19.03 *Conflict of Interest*

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

19.04 *Gratuities*

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

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

19.05 *Small, Minority and Women's Businesses*

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

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

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3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

19.06 *Anti-Kickback*

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

19.07 *Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended*

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

19.08 *Equal Employment Opportunity*

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

19.09 *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*

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

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19.10 *Environmental Requirements*

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

1. Wetlands–When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.

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

3. Historic Preservation–Applicants shall ensure that Contractors maintain a copy of the following inadvertent discovery plan onsite for review:

a. If during the course of any ground disturbance related to any Project, any post review discovery, including but not limited to, any artifacts, foundations, or other indications of past human occupation of the area are uncovered, shall be protected by complying with 36 CFR § 800.13(b)(3) and (c) and shall include the following:

i. All Work, including vehicular traffic, shall immediately stop within a 50 ft. radius around the area of discovery. The Contractor shall ensure barriers are established to protect the area of discovery and notify the Engineer to contact the appropriate RD personnel. The Engineer shall engage a Secretary of the Interior (SOI) qualified professional archeologist to quickly assess the nature and scope of the discovery; implement interim measures to protect the discovery from looting and vandalism; and establish broader barriers if further historic and/or precontact properties, can reasonably be expected to occur.

ii. The RD personnel shall notify the appropriate RD environmental staff member, the Federal Preservation Officer (FPO), and State Historic Preservation Office (SHPO) immediately. Indian tribe(s) or Native Hawaiian Organization (NHOs) that have an interest in the area of discovery shall be contacted immediately. The SHPO may require additional tribes or NHOs who may have an interest in the area of discovery also be contacted. The notification shall include an assessment of the discovery provided by the SOI qualified professional archeologist.

iii. When the discovery contains burial sites or human remains, the Contractor shall immediately notify the appropriate RD personnel who will contact the RD environmental staff member, FPO, and the SHPO. The relevant law enforcement authorities shall be immediately contacted by onsite personnel to reduce delay times, in accordance with tribal, state, or local laws including 36 CFR Part 800.13; 43 CFR Part 10, Subpart B; and the Advisory Council on Historic Preservation's Policy Statement Regarding treatment of Burial Sites, Human Remains, or Funerary Objects (February 23, 2007).

iv. When the discovery contains burial sites or human remains, all construction activities, including vehicular traffic shall stop within a 100 ft. radius of the discovery and barriers shall be established. The evaluation of human remains shall be conducted at the site of discovery by a SOI qualified professional. Remains that have been removed from their primary context and where that context may be in

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question may be retained in a secure location, pending further decisions on treatment and disposition. RD may expand this radius based on the SOI professional's assessment of the discovery and establish broader barriers if further subsurface burial sites, or human remains can reasonably be expected to occur. RD, in consultation with the SHPO and interested tribes or NHOs, shall develop a plan for the treatment of native human remains.

v. Work may continue in other areas of the undertaking where no historic properties, burial sites, or human remains are present. If the inadvertent discovery appears to be a consequence of illegal activity such as looting, the onsite personnel shall contact the appropriate legal authorities immediately if the landowner has not already done so.

vi. Work may not resume in the area of the discovery until a notice to proceed has been issued by RD. RD shall not issue the notice to proceed until it has determined that the appropriate local protocols and consulting parties have been consulted.

vii. Inadvertent discoveries on federal and tribal land shall follow the processes required by the federal or tribal entity.

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

5. Mitigation Measures–The following environmental mitigation measures are required on this Project: Best Management Practices (BMPs) BMPS in accordance with the applicable sediment and erosion control regulations, will be incorporated into the Construction Contract Documents for the construction. Following demolition and during construction activities, the Proposed Project Area disturbed during construction should be permanently stabilized with stone/gravel or native vegetation to prevent, runoff, erosion, and potential impacts to off-site/adjacent areas. Fugitive Emissions–KY Division for Air Quality Regulation 401 KAR 63:010 Reasonable precaution must be taken to prevent particulate matter from becoming airborne.

   Requirements include the covering of open bodied trucks, operating outside the work area transporting materials likely to become airborne, and that no earth or other material transported by truck or earth moving equipment shall be deposited onto a paved roadway. Stormwater Discharge: If the construction area disturbed is equal to or greater than 1 acre, the applicant will need to apply for a Kentucky Pollutant Discharge Elimination System (KPDES) stormwater discharge permit from Division of Water. KY Heritage Council: In the unlikely event that human remains are found during construction for this project, work should cease immediately, and the county coroner and the Kentucky Heritage Council should be contacted. Should project plans change or should there be any future concerns or questions regarding cultural resources in the vicinity of this project area, please contact Gabrielle Fernandez or Patti Hutchins at gabrielle.fernandez@ky.gov or patricia.hutchins@ky.gov. Water Supply: The proposed project will impact source water protection Zone 3 for Cynthiana Municipal Water Works (KY0490096). These zones

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are based on potential time of travel of a contaminant to the drinking water. Source Water Protection should include best management practices that prevent, reduce, or eliminate storm water runoff, soil erosion, and movement of nutrients, bacteria, and contaminants into unprotected waterways that may pose threats to public drinking water supplies. Groundwater: The proposed work is located in an area with high potential for karst development where groundwater is susceptible to direct contamination from surface activities. It is our recommendation that proposed work be made aware of the requirements of 401 KAR 5:037 and the need to develop a Groundwater Protection Plan (OPP) for the protection of groundwater resource withing that area. Questions should be directed to Bronson McQueen at (502) 782-6036, bronson.mcqueen@ky.gov or Adam Smith at (502) 782-6453, adam.smith@ky.gov. Drinking Water: Please review your drinking water site sampling plan to ensure selected sampling sites are still the best representation of your distribution system. If any changes are required, please email drinkingwatercompliance@ky.gov. Questions should be directed to Kevin Stewart at (502) 782-7081, kevin.stewart@ky.gov. Water Infrastructure Branch Engineering Review Prior to the start of construction, plans and specifications that have been signed, stamped and dated by a Licensed Professional Engineer shall be submitted to the Division of Water for review and approval. Questions should be directed to Terry Humphries, Engineering Section, at (502) 782-6983, terry.humphries@ky.gov. Municipal Planning Prior Dificiencies: The system was Managerial and Financial Capacity in the Sanitary Survey from June 1, 2022. The Non-Significant deficiencies were addressed in their response email from November 7, 2022. The Financial Capacity should be addressed by correcting the following items: *Preparing an annual capital budget *Continuing to address water loss The System should review the Division of Water's additional recommendations from the most recent Sanitary Survey (June 2022). Questions should be directed to Ryan Reed at (502) 782-7045, ryan.reed@ky.gov.

19.11 *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)*

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

19.12 *Debarment and Suspension (Executive Orders 12549 and 12689)*

A. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or

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otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

19.13 *Procurement of recovered materials*

A. The Contractor will comply with 2 CFR Part 200.322, "Procurement of recovered materials."

19.14 *Domestic Preference*

A. Build America, Buy America Act (BABAA). All Iron and Steel Products, Manufactured Products, and Construction Materials used in this project must comply with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953. Aggregates such as stone, sand, or gravel do not apply to BABAA.

B. The following waivers apply to this Contract:

1. BABAA De Minimis, Small Grants and Minor Components.

19.15 Telecommunications and Video Surveillance Services or Equipment Prohibitions

A. The telecommunication and video surveillance services and equipment prohibitions under 2 CFR 200.216 apply to this contract. This contract may not be used to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

2. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

3. Telecommunications or video surveillance services provided by such entities or using such equipment.

4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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EXHIBIT A–FORESEEABLE BAD WEATHER DAYS

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (1)	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.)	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.)
January	6	2	0
February	6	2	0
March	6	0	0
April	5	0	0
May	4	0	1
June	4	0	2
July	3	0	4
August	3	0	4
September	4	0	2
October	5	0	0
November	6	1	0
December	6	1	0

Notes:

1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of “dry” powder snow equals one inch of rain.

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SPECIFICATIONS

SECTION 01 11 00

SUMMARY OF WORK

PART 1–GENERAL

1.01 DIVISION ONE

A. The requirements of Division 01 apply to all sections of the Contract.

1.02 PROJECT SCOPE

A. CONTRACTOR shall provide all items, articles, materials, operations or methods mentioned or scheduled on the Drawings or herein specified: including all labor, supervision, equipment, incidentals, taxes, and permits necessary to complete the Work as described within the Contract Documents. CONTRACTOR shall install all items provided by OWNER as mentioned or scheduled on the Drawings or herein specified.

1.03 CONTRACT DOCUMENTS–INTENT AND USE

A. Intent of Documents:
   1. Singular notations and specifications shall be considered plural where application is reasonably inferred.
   2. Mention or indication of extent of work under any division or Specification section is done only for convenience of CONTRACTOR and shall not be construed as describing all work required under that division or section.
   3. Some individual sections may contain a list of related sections. The list of related sections in individual sections is provided for the convenience of CONTRACTOR and is not necessarily all-inclusive. CONTRACTOR may not rely upon this listing for determination of scope of work. Other sections of the Specifications not referenced in individual sections shall apply as required for proper performance of the Work.
   4. Command type sentences may be used in the Contract Documents. These sentences refer to and are directed to CONTRACTOR.
   5. Symbols for various elements and systems are shown on the Drawings. Should there be any doubt regarding the meaning or intent of the symbols used, a written interpretation shall be obtained from ENGINEER.

B. Use of Documents:
   1. CONTRACTOR shall examine all Specifications and Drawings for the Work, including those that may pertain to Work CONTRACTOR does not normally perform with its own forces.
   2. CONTRACTOR shall use all of the Project Drawings and Specifications:
      a. For a complete understanding of the Project.
      b. To determine the type of construction and systems required.
      c. For coordination with other contractors.
      d. To determine what other work may be involved in various parts or phases.
      e. To anticipate and notify others when work by others will be required.
      f. And all other relevant matters related to the project.
   3. CONTRACTOR is also bound by all requirements of the Contract Documents which are applicable to, pertain to, or affect its Work as may be shown or inferred by the entire set of Project Drawings and Specifications.

1.04 CONTRACTOR USE OF SITE

A. General:
   1. The “area of the site” referred to in these Specifications shall be as shown on the Drawings. If the “area of the site” is not shown, OWNER's property lines, the Project right-of-way and/or any easements obtained for the Project shall be considered the “area of the site.”
   2. Construction activities shall be confined within the “area of the site” limits.
   3. From the start of work to completion CONTRACTOR is responsible for the care of the site and the premises which are affected by operations of Work of this Contract.
   4. Except for permanent site improvements provided under the Contract, CONTRACTOR shall restore property disturbed during the Work, to the conditions which previously existed.
   5. Work in occupied spaces shall be restricted to specified Work and essential activities, such as making necessary connections and extending services or constructing temporary access ways. Such work shall be scheduled in advance with OWNER.

B. Parking and Deliveries:
   1. CONTRACTOR is responsible for control of traffic by vehicles and persons within the limits of its operations.
   2. Parking for employees, subcontractors, and agents of CONTRACTOR shall be in areas subject to approval of OWNER.
   3. Access to the site for delivery of construction material or equipment shall be subject to approval of OWNER.

1.05 EXISTING SERVICES, OVERHEAD UTILITIES, AND UNDERGROUND FACILITIES INCLUDING STRUCTURES

A. CONTRACTOR shall not interrupt existing services and Underground Facilities occupied and used by OWNER or others, except when permitted in writing by OWNER.

B. Any accidental interruption of services and Underground Facilities shall be repaired immediately, including provision of temporary facilities until permanent repairs can be made.

C. Prior to any excavation, demolition, or drilling on site, CONTRACTOR shall contact owners of the Underground Facilities in and near the construction area of the intent to excavate, demolish, or drill. As part of this notification requirement, CONTRACTOR shall contact the utility notification service Kentucky 811 (811 or 1-800-752-6007) at least two but not more than 10 business days in advance of any work. CONTRACTOR shall be aware that not all owners participate in Kentucky 811. A call to this agency shall not absolve CONTRACTOR of the requirements for contacting all owners of Underground Facilities in and near the construction area. CONTRACTOR shall give reasonable advance notice to Kentucky 811 and other owners–such notification shall not be less than the minimum advance notification required.

D. Locations and elevations of services and Underground Facilities as shown on the Drawings are approximate. It shall be CONTRACTOR’s responsibility to determine their exact location when in their vicinity. To this end, CONTRACTOR shall proceed with caution in the excavation and preparation of the Site so the exact location of services and Underground Facilities can be determined. CONTRACTOR shall include in the Contract Price any costs for temporary or permanent relocations of such services and Underground Facilities required to complete the Work unless specifically indicated otherwise in the Specifications.

E. Where potential grade conflicts might occur with existing services and Underground Facilities, CONTRACTOR shall uncover such services and Underground Facilities sufficiently in advance of construction so that elevations may be determined to allow any necessary adjustments to be made.

F. CONTRACTOR shall coordinate with overhead utility companies prior to the Work. CONTRACTOR shall provide all necessary temporary and permanent support relocation or temporary and permanent restraint to maintain overhead utilities in service.

G. CONTRACTOR shall keep an accurate and complete record of all such services and Underground Facilities encountered and shall provide OWNER a copy of this record. The record shall include a description of the item encountered, opinion as to conditions, and adequate measurements and depths so that the item can be located in the future.

H. CONTRACTOR shall inspect all services and Underground Facilities for condition and soundness. Unsound conditions shall be reported to OWNER immediately after exposing. CONTRACTOR shall not proceed with the Work until the service or facility owner has been notified. Service or facility owner shall then be given time to inspect and correct, if required, the service or Underground Facility. CONTRACTOR may make claim under the provisions of Articles 11 and 12 of the General Conditions should CONTRACTOR feel a price or time adjustment is justified.

I. Any additional costs incurred because of failure of CONTRACTOR to report the condition of any and all existing services and Underground Facility encountered shall be paid for by CONTRACTOR.

J. Whenever ENGINEER feels it is necessary to explore and excavate to determine the location of existing services and Underground Facilities, CONTRACTOR shall make explorations and excavations for such purposes. If CONTRACTOR is required to perform additional Work in making the explorations and excavations, extra compensation will be allowed as provided for in the General Conditions.

1.06 PROTECTION OF WORK AND IMPROVEMENTS

A. CONTRACTOR shall protect the property of OWNER, existing improvements, and the Work installed by CONTRACTOR and others from abuse, damage, dust, debris, and other objectionable materials resulting from construction activities.

B. CONTRACTOR shall provide suitable covers, partitions, or other dust and fume containment devices to suit construction operations.

C. CONTRACTOR shall keep property, existing improvements, and the Work including structures, mains, fittings, and accessories free from dirt and foreign matter at all times.

D. CONTRACTOR shall provide temporary plugging of openings, holes, and pipe ends that are existing or that CONTRACTOR has installed.

E. Property, improvements, and Work damaged by CONTRACTOR shall be repaired or replaced by CONTRACTOR to the satisfaction of OWNER.

F. CONTRACTOR is cautioned that existing public and private streets, alleyways, and roads may not hold up to typical construction traffic or activities. CONTRACTOR shall repair or

replace streets, alleyways, roads, and shoulders damaged by its construction activities to their original condition at CONTRACTOR's expense.

1.07 AVAILABILITY OF LANDS

A. Easements were obtained for this Project. CONTRACTOR shall confine its operations, equipment and storage areas to the easements, lands and rights-of-way in which the Project is to be located. CONTRACTOR may enter into written agreements with property owners for use of other lands during construction. Copies of such agreements shall be provided to OWNER.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 29 00

CONTRACT CONSIDERATIONS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: Measurement and Payment–Unit Prices.

1.02 MEASUREMENT AND PAYMENT–UNIT PRICES

A. Measurement methods are delineated in the individual Specification sections.

B. CONTRACTOR shall take measurements and compute quantities. ENGINEER will check measurements and quantities.

C. Incidental Items of Work: Any items of Work shown on the Drawings or called for in the Specifications, but not included in the Bid Form, shall be considered incidental items of Work. The cost of incidental items of Work shall be included in the prices bid for adjacent Work.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 31 00

COORDINATION, FIELD ENGINEERING, AND MEETINGS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Coordination.
   2. Field Engineering.
   3. Progress Meetings.
   4. Preconstruction Video.

1.02 COORDINATION

A. CONTRACTOR shall coordinate scheduling, submittals, and work of the various sections of the work to provide an efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. CONTRACTOR shall verify utility requirements and characteristics of operating equipment are compatible with building utilities and coordinate Work of various sections having interdependent responsibilities for installing, connecting to, and placing in service such equipment.

C. CONTRACTOR shall coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on the Drawings and shall follow routing shown for pipes, ducts, and conduit as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

D. In finished areas, except as otherwise indicated, CONTRACTOR shall conceal pipes, ducts, and wiring within the construction and coordinate locations of fixtures and outlets with finish elements.

E. CONTRACTOR shall coordinate completion and cleanup of Work of separate sections in preparation for substantial completion and for portions of Work designated for OWNER's occupancy.

F. After OWNER occupancy of premises, CONTRACTOR shall coordinate access to Site for correction of defective Work and Work not in accordance with Contract Documents to minimize disruption of OWNER's activities.

1.03 FIELD ENGINEERING

A. CONTRACTOR shall locate and protect property stakes, legal survey monuments, benchmarks, and survey control and reference points. CONTRACTOR shall pay for replacement of disturbed property stakes and legal survey monuments by a Registered Land Surveyor acceptable to OWNER and for replacement of benchmarks and survey control and reference points provided by ENGINEER.

B. CONTRACTOR shall provide field engineering services as required to establish elevations, lines, and levels utilizing recognized engineering survey practices.

C. CONTRACTOR shall furnish all required plummets and graduated poles to check all Work.

D. If stakes and boards have to be reset because of negligence of CONTRACTOR, CONTRACTOR shall bear the cost of such work.

E. If laser beam is used, CONTRACTOR shall check its Work against intermediate grade stakes provided between manholes. Prior to initial use of the laser, CONTRACTOR shall set up laser on ground surface and check line and gradient controls. Lasers not functioning properly shall be immediately removed.

F. CONTRACTOR shall be responsible for all lines, elevations, and measurements of buildings, structures, piping, utilities, and other work executed by CONTRACTOR under the Contract. CONTRACTOR must exercise proper precaution to verify figures before laying out the Work and will be held responsible for any error resulting from its failure to exercise such precaution.

1.04 PROGRESS MEETINGS

A. Progress meetings will be held throughout progress of the Work at intervals agreed to by OWNER, ENGINEER, and CONTRACTOR. Interval will generally be monthly.

B. CONTRACTOR's project manager, job superintendent, major subcontractors, and suppliers shall attend as appropriate to address agenda topics for each meeting. CONTRACTOR's representatives shall have authority to bind CONTRACTOR to decisions at the meetings.

C. The project schedule shall be updated monthly and shall be reviewed at each progress meeting.

D. CONTRACTOR shall also provide the following information in written form at each meeting.
   1. Construction progress, including:
      a. Activities completed this reporting period.
      b. Activities in progress this reporting period.
      c. Activities scheduled to commence this reporting period.
   2. Description of problem areas.
   3. Current and anticipated delays.
      a. Cause of the delay.
      b. Corrective action and schedule adjustments to correct the delay.
      c. Impact of the delay on other activities, on milestones, and on completion dates.
   4. Changes in construction sequence.

E. ENGINEER will prepare and distribute minutes to all attending parties.

1.05 PRECONSTRUCTION VIDEO

A. Prior to mobilization at the site, CONTRACTOR shall furnish to ENGINEER a high-resolution color audio-video recording of all planned construction areas, including but not limited to streets, driveways, sidewalks, curbs, fencing, visible utilities, retaining structures, and adjacent building structures. The purpose of the video is to document existing conditions and to provide a fair measure of required restoration. Care should be taken to record all

existing conditions that exhibit deterioration, imperfections, structural failures, or situations that would be considered substandard.

B. The video recording shall be performed by a professional firm specializing in audio-video work. The videos shall be high quality, color, and high-resolution. The video shall be provided in a digitized format that is supported by Window Media Player. The videos shall be provided via DVD, thumb drive, or other media requested by OWNER. Temporary lighting shall be provided as necessary to properly video areas where natural lighting is insufficient (indoors, shadows, etc.). The videos shall include an audio soundtrack, to provide the following information.
   1. Detailed description of location being viewed referenced to Contract Drawings (i.e., station number, building designation, pipeline route, etc.).
   2. Direction (N, S, E, W, looking up, looking down, etc.) of camera view.
   3. Date, time, temperature, and environmental conditions at time of video.

C. Video recording shall not be performed during inclement weather or when the ground is covered partially of totally with snow, ice, leaves, etc.

D. As many videos as are necessary to satisfy the requirements of this section shall be prepared. The original videos shall be submitted to ENGINEER accompanied by a detailed log of the contents of each video. The log should include location descriptions to facilitate the quick location of information contained in the videos. The videos will be maintained by ENGINEER during construction and may be viewed at any time by CONTRACTOR upon request. Upon final acceptance, the videos will become permanent property of OWNER.

E. All costs associated with this shall be included in the Unit Price Bid for this Work.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 33 00

SUBMITTALS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
1. Whenever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards.
2. To facilitate CONTRACTOR's understanding of the design intent, procedures have been established for advance submittal of design data and for its review or rejection by ENGINEER.
3. The type of submittal requirements specified in this section include construction progress schedule, submittal schedule, shop drawings, product data, samples, maintenance manuals, and other miscellaneous work-related submittals.

B. Related work described elsewhere: More detailed requirements for submittals are described in other sections of these specifications for some materials and equipment. They are to be considered additional requirements to supplement the requirements specified in this section. Submittals shall conform to Article 7 of the General Conditions.

C. Definitions: "Electronic Submittal" is defined as any submittal transmitted electronically to ENGINEER for review.

1.02 IDENTIFICATION OF SUBMITTALS

A. CONTRACTOR shall completely identify each submittal and resubmittal by showing at least the following information:
1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
2. Name and location of project and identification number.
3. Drawing number and specifications section number to which the submittal applies.
4. Include the date of each submittal or resubmittal.

1.03 GROUPING OF SUBMITTALS

A. Unless otherwise specifically permitted by ENGINEER, CONTRACTOR shall make all submittals in groups containing all associated items so that information is available for checking each item when it is received.

B. Partial submittals may be rejected as not complying with the provisions of the Contract Documents.

1.04 TIMING OF SUBMITTALS

A. CONTRACTOR shall make all submittals far enough in advance of scheduled dates of installation to provide required time for reviews, for securing necessary approval, for possible revision and resubmittal, and for placing orders and securing delivery.

B. The review period for submittals that are received after 3 P.M. shall commence on the following business day.

1.05 CONSTRUCTION PROGRESS AND SUBMITTAL SCHEDULES

A. Submit preliminary schedules within 10 days of the Effective Date of the Contract.

B. Revise schedules incorporating any comments provided at the schedule review conference required in GC-2.05 and resubmit.

C. As a minimum, the construction progress schedule shall consist of a horizontal bar chart with a separate line for each major portion of Work or operation, identifying first workday of each week.

D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float (defined as the amount of time an activity can be delayed without impacting completion deadlines), and duration for each activity. Identify activities that are on the critical path.

E. Include line items for milestones (if any), Substantial, and Final Completion.

F. Submit updated schedules with each Application for Payment, identifying changes since previous version.

G. Indicate estimated percentage of completion for each item of Work at each submission.

H. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates.

1.06 SHOP DRAWINGS

A. Shop drawings shall include specially prepared technical data for this project including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements, and similar information not in standard printed form for general application to a range of similar projects. Shop drawings shall be submitted for all manufactured or fabricated items. See individual technical sections for special requirements.

B. CONTRACTOR shall make all shop drawings accurately to scale and sufficiently large to show all pertinent aspects of the item and its method of connection to the work.

C. Shop drawings shall be checked, approved, and stamped by CONTRACTOR in accordance with the General Conditions before transmittal to ENGINEER for review and approval.

D. Complete shop drawings and descriptive data shall be submitted on all manufactured or fabricated items prior to 50% completion of the Work. Applications for payment beyond 50% of the Contract amount will not be recommended for payment until all shop drawings are submitted, including color hard copies if requested by OWNER, or a revised schedule for any remaining submittals is agreed to by OWNER and ENGINEER.

E. CONTRACTOR shall submit shop drawings following the electronic submittal procedure described below.

F. Shop drawings submitted to ENGINEER will be reviewed and stamped “Approved,” “Approved as Noted,” “Approved as Noted-Resubmit,” or “Not Approved.” CONTRACTOR shall resubmit shop drawings stamped “Approved as Noted-Resubmit” and “Not Approved,” and will continue this process until shop drawings are stamped “Approved” or “Approved as Noted.” If drawings are stamped “Approved as Noted-Resubmit,” fabrication may proceed in accordance with the marked-up shop drawings. Installation shall not proceed until shop drawings have been resubmitted and stamped “Approved” or “Approved as Noted.”

G. If shop drawings are stamped “Approved as Noted” or “Approved as Noted-Resubmit” and CONTRACTOR does not agree with revisions or cannot conform with revisions, fabrication shall not proceed and shop drawings shall be resubmitted with explanation of CONTRACTOR’s position.

H. All shop drawings used for construction site activities shall bear the “Approved” or “Approved as Noted” stamp of ENGINEER.

I. CONTRACTOR is fully responsible for obtaining any and all copyright permission associated with conversion of shop drawing information to electronic format.

J. PDF Submittal Procedures:
   1. Summary:
      a. Shop drawing and product data submittals shall be transmitted to ENGINEER in electronic (PDF) format.
      b. The intent of PDF submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turnaround time.
      c. The PDF submittal process is not intended for color samples, color charts, or physical material samples.
   2. Procedures:
      a. CONTRACTOR shall review and apply a stamp certifying that the submittal complies with the requirements of the Contract Documents including verification of manufacturer/product, dimensions and coordination of information with other parts of the work.
      b. CONTRACTOR shall transmit each cover letter and submittal to ENGINEER as an e-mail attachment.
      c. ENGINEER will return the reviewed shop drawing via e-mail with a transmittal letter, after review, indicating the status of the shop drawing review.
      d. Distribution of reviewed submittals to subcontractors and suppliers is the responsibility of CONTRACTOR.
      e. Electronically submitted shop drawings shall follow the following format:
         (1) Filenames for the shop drawing submittals shall follow a XX XX XX.YYY-Z. Description convention where XX XX XX is the Specification section number, YYY is the submittal number, .Z is the resubmittal number, and description is a short description of what the submittal includes. Submittals shall be consecutively numbered in direct sequence of submittal. Resubmittals shall be consecutively numbered with the first submittal numbered with a -0 and the first resubmittal numbered with a -1. Example file name: 03 20 00.016-1. Structure 10 Concrete Reinforcement. This would be the first revision of the sixteenth submittal and contain information on concrete reinforcement.
         (2) All files shall be delivered in PDF format with a minimum resolution of 300 dpi unless otherwise requested by ENGINEER. Scanned in material shall be scanned in color and any markings by CONTRACTOR shall be made in red.

Pages shall be rotated to the appropriate position for easy reading on a computer monitor such that the majority of text is vertical.

(3) Files shall be delivered without security features activated.

(4) Shop Drawings shall be uploaded as individual files. All pages of one submittal should be contained in one file.

(5) The file shall open to a cover page containing, at a minimum, the following information:

(a) CONTRACTOR's stamp.

(b) Name, e-mail, and telephone number of the individual who may be contacted for further information.

(c) Project number.

(d) Submittal number.

(e) Submission date, if resubmittal, all previous submission dates.

(f) Index detailing contents and the total number of pages in the submittal.

f. Once a shop drawing has been "Approved" or "Approved as Noted," CONTRACTOR shall provide three hard color copies of the "Approved" or "Approved as Noted" shop drawings to ENGINEER. CONTRACTOR is responsible for the hard copy color replication of ENGINEER's "Approved" or "Approved as Noted" shop drawings for use by CONTRACTOR. Hard copy shop drawings shall be submitted in 3-ring binders or 3-tab report covers.

K. Shop drawings shall include verification that the item meets applicable codes and standards.

1.07 SAMPLES AND FIELD MOCKUPS

A. CONTRACTOR shall provide samples and field mockups where noted or specified.

B. Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the work will be judged.

C. Samples shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the product and full range of color, texture, and pattern.

D. Samples shall have labels firmly attached, bearing the following information:
1. Name of project.
2. Description of product and finish.
3. Name of CONTRACTOR.
4. Trade name and number of product.
5. Standards met by the product.

E. Approval of samples must be obtained prior to proceeding with any work affected by material requiring sample approval.

F. Samples, unless otherwise noted, become the property of OWNER.

G. In situations specifically approved by ENGINEER, the retained sample may be used in the construction as one of the installed items.

H. Field Mockups:
1. CONTRACTOR shall erect field mockups at the project site in a location acceptable to ENGINEER and OWNER.

2. When accepted by ENGINEER, the mockup will become the basis for comparison of the actual work.
3. Remove mockup at conclusion of the work if it was not incorporated into the work.

1.08 PRODUCT DATA

A. CONTRACTOR shall provide product data as required to supplement shop drawings.

B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CONTRACTOR to illustrate a material, product, or system for some portion of the work.

C. CONTRACTOR shall collect required product data into one submittal for each unit of work or system.

D. CONTRACTOR shall include manufacturer's standard printed recommendations for application and use, compliance with standards, performance characteristics, wiring and piping diagrams and controls, component parts, finishes, dimensions, required clearances, and other special coordination requirements.

E. CONTRACTOR shall mark each copy of standard printed data to identify pertinent products, models, options, and other data.

F. CONTRACTOR shall supplement manufacturer's standard data to provide information unique to the work.

1.09 RESUBMISSION REQUIREMENTS

A. Make any corrections or changes in the submittals required by ENGINEER.

B. Shop Drawings and Product Data:
1. Revise initial drawings or data and resubmit as specified for initial submittal.
2. Itemize in a cover letter any changes which have been made other than those requested by ENGINEER.

1.10 MANUFACTURER'S DIRECTIONS

A. Manufactured articles, materials, and equipment shall be stored, commissioned, operated, applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, unless specified to the contrary.

B. Wherever specifications call for work to be performed or materials to be installed in accordance with the manufacturer's printed instructions or directions, CONTRACTOR shall furnish copies as required for shop drawings of those instructions or directions to ENGINEER before installing the material or performing the work.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 41 00

REGULATORY REQUIREMENTS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
1. OSHA Requirements.
2. Roadway Limits.
3. Permits.
4. Wage Rates.
5. Recording and Preserving Historical and Archaeological Finds.
6. Build America, Buy America Requirements.

1.02 OSHA REQUIREMENTS

A. All work including site safety, equipment, materials, and fabricated items provided under the Contract shall comply with the provisions of the "Occupational Safety and Health Act" (OSHA), the Kentucky Occupational Safety and Health Act (KYOSH), the Harrison County Water Association and all other applicable federal, state, county and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirements shall be followed.

B. CONTRACTOR's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve CONTRACTOR from compliance with the obligations and penalties set forth therein.

1.03 ROADWAY LIMITS

A. CONTRACTOR shall comply with roadway weight restrictions including seasonal weight restrictions.

1.04 PERMITS

A. The following permits were obtained by OWNER:
1. Kentucky Division of Water Construction Permit.
2. Kentucky Transportation Encroachment Permit.

B. They are included as attachments to this Division. CONTRACTOR shall comply with all provisions of these permits and shall be responsible for notifications as required by these permits. CONTRACTOR shall obtain all other permits required for the Work. Where the requirements of any permit is more restrictive than the Drawings or the Specifications, the permit requirements shall govern.

C. Any permits required for dewatering operations shall be obtained and paid for by CONTRACTOR.

1.05 WAGE RATES

A. CONTRACTOR shall comply with the attached Federal Wage Rates.

B. See Wage Rate Forms bound at the end of Division 01.

1.06 RECORDING AND PRESERVING HISTORICAL AND ARCHAEOLOGICAL FINDS

A. In the event archaeological materials (arrowheads, stone tools, stone axes, prehistoric and historic pottery, bottles, foundations, Civil War artifacts, and other types of artifacts) are uncovered during the construction of the Project, Work is to immediately cease at the location and the Kentucky Heritage Council shall be contacted. The telephone number is (502) 564-7005. Construction shall not commence at this location until a written release is received from the Kentucky Heritage Council. Failure to report a find could result in legal action.

1.07 BUILD AMERICA, BUY AMERICA REQUIREMENTS

A. CONTRACTOR shall comply with the Build America, Buy America (BABA) requirements of Title IX of the Infrastructure Investment and Jobs Act of 2021 (P.L 117-58). CONTRACTOR shall submit, with each shop drawing, step certification that regulated iron, steel, manufactured products, and construction materials meet BABA requirements. For iron and steel products, references to AIS requirements are acceptable and reciprocal with BABA for such items. Certification letters shall include the following at a minimum:
   1. Identification of the product.
   2. City and State of where the product was manufactured.
   3. Reference to OWNER and/or the project.
   4. Signature of authorized manufacturer employee.
   5. Reference to current BABA requirements. Reference to Infrastructure Investment and Jobs Act or Bipartisan Infrastructure Law are also acceptable.

B. The Build America, Buy America Act does grant the possibility of waivers and exclusions if certain conditions are met. Products that qualify for the BABA national de minimus waiver, dated October 2022, cumulatively may comprise no more than five percent of the total project cost and is not additive with the existing American Iron and Steel national de minimus waiver.

C. CONTRACTOR shall provide required BABA documentation prior to installation of regulated iron, steel, manufactured products, and construction materials.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 42 00

REFERENCE STANDARDS AND DEFINITIONS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Reference Standards:
      a. Throughout the Contract Documents, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.
      b. Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named code or standard, it is CONTRACTOR's responsibility to provide materials and workmanship which meet or exceed that specifically named code or standard.
      c. It is also CONTRACTOR's responsibility, when so required by the Contract Documents, to deliver to ENGINEER all required proof that the material or workmanship, or both, meet or exceed the requirements of the specifically named code or standard.
   2. Definitions:
      a. A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including the Drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon.
      b. Certain terms used in the Contract Documents are defined generally in this section to supplement definitions of the Agreement, General Conditions, Supplementary Conditions, and other general contract documents.
      c. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the Work.

B. Related Work Described Elsewhere: The specific naming of codes or standards occurs on the Drawings and in other sections of these Specifications.

1.02 QUALITY ASSURANCE

A. Familiarity with Pertinent Codes and Standards:
   1. It is CONTRACTOR's responsibility to verify the requirements of the specifically named codes and standards and to verify that the items procured for use in this Work meet or exceed the specified requirements.
   2. When required by individual sections of these specifications, CONTRACTOR shall obtain a copy of each pertinent code or standard and maintain the copies at the job site during submittals, planning, and progress of the Work until Substantial Completion of the Work is attained.

B. Overlapping or Conflicting Requirements:
   1. Where compliance with two or more industry standards or sets of requirements are specified, and the overlapping of those standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement (which is

generally recognized to be also most costly) is intended and will be enforced, unless more detailed language written directly into Contract Documents clearly indicates that a less stringent requirement is acceptable.

2. Refer all uncertainties to ENGINEER for decision before proceeding.

1.03 REFERENCE STANDARDS

A. Applicable standards of the construction industry are made a part of the Contract Documents by reference as if copied directly into the Contract Documents, or as if published copies were bound herewith. See Article 3.02 of the General Conditions for additional provisions regarding references.

B. Standards referenced directly in the Contract Documents or by governing regulation, have precedence over nonreferenced standards which are recognized in industry for applicability to the Work.

C. Nonreference standards are hereby defined to have no particular applicability to the Work except as a general measurement of whether the Work complies with standards recognized in the construction industry.

D. Reference standards and codes listed in these specifications may include, but are not necessarily limited to, standards or codes published by the following agencies and organizations:

1. AA — Aluminum Association
   1525 Wilson Boulevard, Arlington, VA 22209

2. AAMA — American Architectural Manufacturer's Association
   1827 Walden Office Square Suite 550, Schaumberg, IL 60173-4268

3. AASHTO — American Association of State Highway & Transportation Officials
   444 North Capitol Street NW Suite 249, Washington, DC 20001

4. ACI — American Concrete Institute
   38800 Country Club Drive, Farmington Hills, MI 48331-3439

5. AI — Asphalt Institute
   2696 Research Park Drive, Lexington, KY 40511-8480

6. AISC — American Institute of Steel Construction
   One East Wacker Drive Suite 700, Chicago, IL 60601-1802

7. AISI — American Iron and Steel Institute
   25 Massachusetts Avenue NW Suite 800, Washington, DC 20001

8. ANSI — American National Standards Institute
   25 West 43rd Street, New York, NY 10036

9. APA — American Plywood Association
   7011 South 19th, Tacoma, WA 98466-5333

10. API	American Petroleum Institute 1220 L Street NW, Washington, DC 20005-4070
11. ARI	Air-Conditioning & Refrigeration Institute 4100 North Fairfax Drive Suite 200, Arlington, VA 22203
12. ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers 1791 Tullie Circle NE, Atlanta, GA 30329
13. ASME	American Society of Mechanical Engineers Two Park Avenue, New York, NY 10016-5990
14. ASSE	American Society of Sanitary Engineering 901 Canterbury Suite A, Westlake, OH 44145
15. ASTM	ASTM International 100 Barr Harbor Drive, West Conshohoken, PA 19428-2959
16. AWI	Architectural Woodwork Institute 46179 Westlake Drive Suite 120, Potomac Falls, VA 20165-5874
17. AWPA	American Wood Protection Association P.O. Box 361784, Birmingham, AL 35236-1784
18. AWS	American Welding Society 8669 Doral Boulevard Suite 130, Doral, FL 33166
19. AWWA	American Water Works Association 6666 West Quincy Avenue, Denver, CO 80235
20. BHMA	Builder's Hardware Manufacturers Association 355 Lexington Avenue 15th floor, New York, NY 10017
21. BIA	Brick Industry Association 1850 Centennial Park Drive Suite 301, Reston, VA 20191
22. CRSI	Concrete Reinforcing Steel Institute 9333 North Plum Grove Road, Schaumburg, IL 60173
23. DOT	U.S. Department of Transportation 1200 New Jersey Avenue, SE, Washington, DC 20590
24. EJMA	Expansion Joint Manufacturers Association 25 North Broadway, Tarrytown, NY 10591
25. FM	FM Global FM Global Corporate Offices, 270 Central Avenue, Johnston, RI 02919

26. FTI	Facing Tile Institute Box 8880, Canton, OH 44711
27. GA	Gypsum Association 6525 Belcrest Road Suite 480, Hyattsville, MD 20782
28. GANA	Glass Association of North America 800 SW Jackson Street Suite 1500, Topeka, KS 66612-1200
29. ICC	International Code Council 500 New Jersey Avenue NW 6th Floor, Washington, DC 20001
30. IES	Illuminating Engineering Society 120 Wall Street, Floor 17, New York, NY 10005-4001
31. MIL	Military Specifications Naval Publications and Forms Center 5801 Tabor Avenue, Philadelphia, PA 19120
32. NAAMM	National Association of Architectural Metal Manufacturers 800 Roosevelt Road Building C Suite 312, Glen Ellyn, IL 60137
33. NCMA	National Concrete Masonry Association 13750 Sunrise Valley Drive, Herndon, VA 20171-4662
34. NECA	NECA National Electrical Contractors Association 3 Bethesda Metro Center Suite 1100, Bethesda, MD 20814
35. NEMA	National Electrical Manufacturers Association 1300 North 17th Street Suite 1752, Rosslyn, VA 22209
36. NFPA	National Fire Protection Association 1 Batterymarch Park, Quincy, MA 02169-7471
37. NIST	National Institute of Standards and Technology (U.S. Department of Commerce), 100 Bureau Drive, Stop 1070 Gaithersburg, MD 20899-1070
38. NRCA	National Roofing Contractors Association 10255 West Higgins Road Suite 600, Rosemont, IL 60018-5607
39. NSF	National Sanitation Foundation International P.O. Box 130140, 789 North Dixboro Road, Ann Arbor, MI 48113-0140
40. OSHA	Occupational Safety & Health Administration 200 Constitution Avenue NW, Washington, DC 20210
41. PCA	Portland Cement Association 5420 Old Orchard Road, Skokie, IL 60077

42. PCI — Prestressed Concrete Institute
200 West Adams Street Suite 2100, Chicago, IL 60606

43. SAE — Society of Automotive Engineers
SAE World Headquarters
400 Commonwealth Drive, Warrendale, PA 15096-0001

44. SDI — Steel Deck Institute
P.O. Box 25, Fox River Grove, IL 60021

45. SDI — Steel Door Institute
30200 Detroit Road, Westlake, OH 44145-1987

46. SIGMA — Sealed Insulating Glass Manufacturers Assoc.
401 North Michigan Avenue Suite 2400, Chicago, IL 60611

47. SJI — Steel Joist Institute
234 Cheves Street, Florence, SC 29501

48. SMACNA — Sheet Metal and Air Conditioning
Contractor's National Association
4201 Lafayette Center Drive, Chantilly, VA 20151-1219

49. SSPC — Society for Protective Coatings
40 24th Street 6th Floor, Pittsburgh, PA 15222-4656

50. TCA — Tile Council of America
100 Clemson Research Boulevard, Anderson, SC 29625

51. UL — Underwriters Laboratories
333 Pfingston Road; Northbrook, IL 60062

1.04 SUBMITTALS

A. For OWNER's records, CONTRACTOR shall submit copies of permits, licenses, certifications, inspection reports, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

1.05 DEFINITIONS

A. Indicated:
1. The term “indicated” is a cross-reference to details, notes, or schedules on the drawings, to other paragraphs or schedules in the specifications and to similar means of recording requirements in the Contract Documents.
2. Where terms such as “shown,” “noted,” “scheduled,” and “specified” are used in lieu of “indicated,” it is for the purpose of helping the reader locate cross-reference, and no limitation is intended except as specifically noted.

B. Approve (or Words of Similar Nature):
1. Where used in conjunction with ENGINEER's response to submittals, requests,

applications, inquiries, reports, and claims by CONTRACTOR, the meaning of the term “approve” will be held to the limitation of ENGINEER's responsibilities and duties as specified in Paragraph 1.02.B of the General Conditions.

2. In no case will “approval” by ENGINEER be interpreted as a release of CONTRACTOR from responsibility to fulfill requirements of the Contract Documents.

C. Minimum Requirements:
   1. Indicated requirements are for a specific minimum acceptable level of quality or quantity, as recognized in the industry.
   2. Actual work must comply with (or within specified tolerances) or exceed minimums.
   3. CONTRACTOR shall refer uncertainties to ENGINEER before proceeding.

D. Abbreviations: Abbreviations, where not defined in the Contract Documents, will be interpreted to mean the normal construction industry terminology.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 45 00

QUALITY CONTROL

PART 1–GENERAL

1.01 SUMMARY

A. Work Includes:
   1. Quality Assurance–Control of Installation.
   2. Tolerances.
   3. Manufacturers' Field Services and Reports.

1.02 QUALITY ASSURANCE–CONTROL OF INSTALLATION

A. CONTRACTOR shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.

B. CONTRACTOR shall comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, CONTRACTOR shall request clarification from ENGINEER before proceeding.

D. CONTRACTOR shall comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Work shall be performed by persons qualified to produce workmanship of specified quality.

F. CONTRACTOR shall secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.03 TOLERANCES

A. CONTRACTOR shall monitor tolerance control of installed products to produce acceptable work and shall not permit tolerances to accumulate.

B. CONTRACTOR shall comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, CONTRACTOR shall request clarification from ENGINEER before proceeding.

C. CONTRACTOR shall adjust products to appropriate dimensions; position before securing products in place.

1.04 MANUFACTURERS' FIELD SERVICES AND REPORTS

A. When specified in individual specification sections or when requested by ENGINEER, CONTRACTOR shall require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, and quality of workmanship.

B. CONTRACTOR shall submit qualifications of observer to ENGINEER 30 days in advance of required observations.

C. CONTRACTOR shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

D. CONTRACTOR shall submit report in duplicate within 30 days of observation to ENGINEER for information.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Temporary Utilities.
   2. Construction Sign.
   3. Removal of Temporary Facilities.

B. CONTRACTOR shall arrange for and provide temporary facilities as required for proper and expeditious prosecution of the Work.

C. CONTRACTOR shall pay all costs, except as otherwise specified, until final acceptance of the Work unless OWNER makes arrangements for use of completed portions of the Work after substantial completion in accordance with the provisions of the General Conditions.

D. CONTRACTOR shall make all temporary connections to utilities and services in locations acceptable to OWNER and local authorities having appropriate jurisdiction.
   1. Furnish all necessary labor and materials.
   2. Make all installations in a manner subject to the acceptance of such authorities and OWNER.
   3. Maintain such connections.
   4. Remove temporary installation and connection when no longer required.
   5. Restore services and sources of supply to proper operating conditions.

1.02 TEMPORARY UTILITIES

A. Temporary Toilets: CONTRACTOR shall provide and maintain sanitary temporary chemical toilets located where approved by OWNER and in sufficient number required for the work force employed by CONTRACTOR.

B. Temporary Electrical Services:
   1. CONTRACTOR shall make all necessary arrangements, furnish, install, and maintain necessary temporary electrical services at the Site. CONTRACTOR shall remove all temporary services when Project is complete.
   2. All utility charges for installation of the temporary services shall be paid for by CONTRACTOR. All metering installation charges and all energy charges for electric current used for temporary lighting and power are to be paid by CONTRACTOR.
   3. No permanent electrical equipment or wiring shall be used without express written permission of OWNER. Such approval, if given, shall not affect guarantee period. If OWNER authorizes use of permanent service facilities, CONTRACTOR shall pay all metering costs until acceptance or occupancy (whichever occurs first) of building by OWNER.

C. Weather Protection and Temporary Heat: CONTRACTOR shall provide weather protection to protect the Work from damage because of freezing, rain, snow, and other inclement weather.

D. Temporary Water: CONTRACTOR shall supply its own water during construction. CONTRACTOR shall also provide its own piping, valves, and appurtenances for its requirements. Connection to the existing water system shall be coordinated with OWNER and shall meet all code requirements including disinfection and backflow prevention.

E. Temporary Fire Protection: CONTRACTOR and Subcontractor(s) who maintain or provide an enclosed shed or trailer shall provide and maintain in operating order in each shed or trailer a minimum of one fire extinguisher. More extinguishers shall be provided as necessary. Fire extinguishers shall be minimum dry chemical, nonfreezing-type, UL rating 2A-30BC, with 10-pound capacity for Class A, B, and C fires.

F. CONTRACTOR's and Subcontractor(s)' personnel shall refrain from smoking during excavation, laying pipe, backfilling, and other work at the Site which may involve potential contact with explosive vapors or gasoline products.

1.03 CONSTRUCTION SIGN

A. Furnish and erect a construction sign to be maintained and kept in place until completion of the Contract.

B. The sign shall be constructed by a professional sign painter per the sign layout as shown on the attached RD Drawing at the end of Division 01.

1.04 REMOVAL OF TEMPORARY FACILITIES

A. Remove temporary materials, equipment, services, and construction as soon as practicable but no later than just prior to final completion inspection.

B. Clean and repair damage caused by installation or use of temporary facilities and restore existing facilities used during construction to specified, or to original, condition.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 57 00

TEMPORARY CONTROLS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Dust Control.
   2. Water, Erosion, and Sediment Control.
   3. Traffic Control.
   4. Site Security.
   5. Daily Cleanup.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

3.01 DUST CONTROL

A. CONTRACTOR shall execute the Work by methods to minimize raising dust from construction operations.

B. CONTRACTOR shall provide positive means to prevent airborne dust from dispersing into atmosphere.

C. CONTRACTOR shall provide partitions, enclosures, etc., within buildings as necessary to confine dust and protect adjacent areas.

3.02 WATER, EROSION, AND SEDIMENT CONTROL

A. CONTRACTOR shall grade site to drain and shall maintain excavations free of water. Provide, operate, and maintain pumping equipment.

B. CONTRACTOR shall protect Site from puddling or running water.

C. CONTRACTOR shall provide erosion control measures as necessary to control discharge of sediment laden water to surface waters and wetlands.

D. Except as provided for in the document, overland discharge of water from dewatering operations shall not be allowed. Depending on water quality, such water shall either be piped directly to the surface water or shall be directed to sedimentation basins or other such structures or features prior to discharge to surface waters so as not to cause damage to existing ground and improvements, erosion, or deposition in the discharge area.

E. CONTRACTOR shall use jute or synthetic netting, silt fences, straw bales, dikes, channels, and other applicable measures to prevent erosion of soils disturbed by its construction operation.

F. Restoration of the Site shall proceed concurrently with the construction operation. See Drawings and Specifications for erosion control measures in addition to that which may be required above.

G. Erosion control measures shall comply with the following document: Kentucky's Best Management Practices for Construction Activities.

3.03 TRAFFIC CONTROL

A. CONTRACTOR shall be responsible for providing all signs, barricades, flagmen, and other traffic control devices in the construction zone.

B. Do not close or obstruct roadways without approval of OWNER.

C. Conduct operations with minimum interference to roadways.

D. CONTRACTOR shall be responsible for providing all signs, barricades, flagmen and other traffic control devices in the construction zone. All traffic control measures shall meet the requirements Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition.

E. Maintain two-way traffic on streets at all times.

3.04 SITE SECURITY

A. CONTRACTOR shall have the sole responsibility of safeguarding the Site perimeter to prevent unauthorized entry to the Site throughout the duration of the Project. CONTRACTOR shall at all times provide such permanent and temporary fencing or barricades or other measures as may be necessary to restrict unauthorized entry to its construction area including construction in public rights-of-way or easements. Site security measures shall include safeguards against attractive nuisance hazards as a result of construction activity.

B. CONTRACTOR shall at all times be responsible for the security of the Work including materials and equipment. OWNER will not take any responsibility for missing or damaged equipment, tools, or personal belongings. CONTRACTOR shall have the sole responsibility of safeguarding the Work and the Site throughout the duration of the Project.

3.05 DAILY CLEANUP

A. CONTRACTOR shall clean up the Site and remove all rubbish on a daily basis.

B. CONTRACTOR shall clean up public streets and highways and remove any dirt, mud, or other materials due to project traffic on daily basis and shall comply with all local and state ordinances and permit requirements.

END OF SECTION

SECTION 01 60 00

MATERIALS AND EQUIPMENT

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: CONTRACTOR shall be responsible for the delivery, handling, storage and protection of all material and equipment required to complete the Work as specified herein.

B. Related Sections and Divisions: Specific requirements for the handling and storage of material and equipment are described in other sections of these Specifications.

1.02 PRODUCTS

A. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.

B. CONTRACTOR shall not use materials and equipment removed from existing construction, except as specifically required, or allowed, by the Contract Documents.

C. When any construction deviations from the Drawings and/or Specifications necessary to accommodate equipment supplied by CONTRACTOR, result in additional costs to CONTRACTOR or other contractors, such additional costs shall be borne by CONTRACTOR. CONTRACTOR shall also pay any additional costs necessary for revisions of Drawings and/or Specifications by ENGINEER.

D. Each major component of equipment shall bear a nameplate giving the name and address of the manufacturer and the catalogue number or designation.

1.03 TRANSPORTATION AND HANDLING

A. Materials, products and equipment shall be properly containerized, packaged, boxed, and protected to prevent damage during transportation and handling.

B. CONTRACTOR shall not overload any portion of the structure in the transporting or storage of materials.

C. CONTRACTOR shall not damage other construction by careless transportation, handling, spillage, staining or impact of materials.

D. CONTRACTOR shall provide equipment and personnel to handle products, including those provided by OWNER, by methods to prevent soiling and damage.

E. CONTRACTOR shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.

F. CONTRACTOR shall handle product by methods to avoid bending or overstressing. Lift large and heavy components only at designated lift points.

1.04 DELIVERY AND RECEIVING

A. CONTRACTOR shall arrange deliveries of products in accordance with the Progress Schedule, allowing time for observation prior to installation.

B. CONTRACTOR shall coordinate deliveries to avoid conflict with the Work and conditions at the Site; work activities of other contractors or OWNER; limitations on storage space; availability of personnel and handling equipment and OWNER's use of premises.

C. CONTRACTOR shall deliver products in undamaged, dry condition, in original unopened containers or packaging with identifying labels intact and legible.

D. CONTRACTOR shall clearly mark partial deliveries of component parts of equipment to identify equipment and contents to permit easy accumulation of parts and to facilitate assembly.

E. Immediately on delivery, CONTRACTOR shall inspect shipment to review that:
   1. Product complies with requirements of Contract Documents and reviewed submittals.
   2. Quantities are correct.
   3. Accessories and installation hardware are correct.
   4. Containers and packages are intact and labels legible.
   5. Products are protected and undamaged.

1.05 STORAGE AND PROTECTION

A. General:
   1. CONTRACTOR shall store products, immediately on delivery, in accordance with manufacturer's instructions, with all seals and labels intact and legible.
   2. Any additional off-site space required shall be arranged by CONTRACTOR.
   3. CONTRACTOR shall allocate the available storage areas and coordinate their use by the trades on the job.
   4. CONTRACTOR shall arrange storage in a manner to provide access for maintenance of stored items and for observation.

B. In enclosed storage, CONTRACTOR shall:
   1. Provide suitable temporary weather tight storage facilities as may be required for materials that will be damaged by storage in the open.
   2. Maintain temperature and humidity within ranges stated in manufacturer's instructions.
   3. Provide ventilation for sensitive products as required by manufacturer's instructions.
   4. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.
   5. Store solid materials such as insulation, tile, mechanical and electrical equipment, fittings, and fixtures under shelter, in original packages, away from dampness and other hazards.
   6. Store liquid materials away from fire or intense heat and protect from freezing.

C. At exterior storage, CONTRACTOR shall:
   1. Store unit materials such as concrete block, brick, steel, pipe, conduit, door frames, and lumber off ground, out of reach of dirt, water, mud and splashing.
   2. Store tools or equipment that carry dirt outside.
   3. Store large equipment so as not to damage the Work or present a fire hazard.
   4. Cover products subject to discoloration or deterioration from exposure to the elements, with impervious sheet material and provide ventilation to avoid condensation.

5. Completely cover and protect any equipment or material which is prime coated or finish painted with secured plastic or cloth tarps. Store out of reach of dirt, water, mud and splashing.
6. Store loose granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials, to prevent mixing with foreign matter.
7. Provide surface drainage to prevent erosion and ponding of water.
8. Prevent mixing of refuse or chemically injurious materials or liquids.
9. Cover aggregates such as sand and gravel in cold wet weather.
10. Remove all traces of piled bulk materials at completion of work and return site to original or indicated condition.

1.06 MAINTENANCE OF STORAGE

A. CONTRACTOR shall periodically inspect stored products on a scheduled basis.

B. CONTRACTOR shall verify that storage facilities comply with manufacturer's product storage requirements, and verify that manufacturer required environmental conditions are maintained continually.

C. CONTRACTOR shall verify that surfaces of products exposed to the elements are not adversely affected and that any weathering of finishes is acceptable under requirements of Contract Documents.

D. CONTRACTOR shall perform scheduled maintenance of equipment in storage as recommended by the manufacturer. A record of the maintenance shall be kept and turned over to ENGINEER when the equipment is installed.

1.07 INSTALLATION REQUIREMENTS

A. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the respective manufacturers, unless otherwise specified.

B. After installation, CONTRACTOR shall protect all materials and equipment against weather, dust, moisture, and mechanical damage.

C. CONTRACTOR shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until completion and final acceptance of the Work by OWNER. Damaged material and equipment shall be immediately removed from the Site.

1.08 EQUIPMENT WARRANTIES

A. Warranties shall be nonprorated, include all parts and labor, and be in written form. Warranties shall specifically exclude buyer's indemnification language. Warranty language shall not eliminate manufacturer’s responsibility for sizing of the equipment. During warranty period, manufacturer shall be responsible for any travel expenses, outside contractor fees, and rental equipment fees associated with providing warranty service. Manufacturer shall pay expenses incurred for repairs and parts replacement not made by manufacturer if manufacturer’s response is not within 72 hours of notification by OWNER. Warranty language shall be provided with the shop drawings.

1.09 CONCRETE EQUIPMENT BASE

A. Cast-in-place concrete equipment bases shall be provided for all new and relocated equipment including electrical control panels, motor control centers, switchgear, etc. Concrete equipment bases shall be provided by CONTRACTOR except where specifically noted to be provided by others. Bases shall be 3 1/2-inch minimum height and shall be a minimum of 3 inches larger than equipment being supported. Grouting of equipment bases shall be as recommended by equipment manufacturer.

B. Concrete and grout shall meet applicable sections of the specifications.

C. Provide all anchor bolts, metal shapes and templates to be cast in concrete or used to form concrete for support of equipment.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 77 00

CONTRACT CLOSEOUT

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Closeout Procedures.
   2. Final Cleaning.
   3. Adjusting.
   4. Project Record Documents.
   5. Warranties.

1.02 CLOSEOUT PROCEDURES

A. CONTRACTOR shall provide submittals to ENGINEER that are required by governing or other authorities.

B. CONTRACTOR shall comply with General Conditions and Supplementary Conditions and complete the following before requesting ENGINEER's observation of the Work or designated portion thereof for substantial completion.
   1. Submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates, and similar required documentation for specific units of Work, enabling OWNER's unrestricted occupancy and use.
   2. Submit record documentation, maintenance manuals, tools, spare parts, keys, and similar operational items.
   3. Submit consent of surety (if surety required in Contract).
   4. Complete final cleaning, touch-up work of marred surfaces, and remove temporary facilities and tools.

1.03 FINAL CLEANING

A. It is CONTRACTOR's responsibility to completely clean up the construction site at the completion of the Work.

B. CONTRACTOR shall clean areas of the building in which painting and finishing work is to be performed just prior to the start of this work and maintain these areas in satisfactory condition for painting and finishing. This cleaning includes:
   1. Removal of trash and rubbish from these areas.
   2. Broom cleaning of floors.
   3. Removal of any plaster, mortar, dust, and other extraneous materials from finish surfaces, including but not limited to exposed structural steel, miscellaneous metal, masonry, concrete, mechanical equipment, piping, and electrical equipment.

C. In addition to the cleaning specified above and the more specific cleaning that may be required in various technical sections of the Specifications, CONTRACTOR shall prepare the Project for occupancy by a thorough cleaning throughout, which shall include the following:

1. Clean interior and exterior glass surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
2. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
3. Replace filters of operating equipment.
4. Clean debris from roofs, gutters, downspouts, and drainage systems.
5. Clean site; sweep paved areas, rake clean landscaped surfaces.
6. Remove waste and surplus materials, rubbish, and construction facilities from the Site.

1.04 ADJUSTING

A. CONTRACTOR shall adjust operating products and equipment to provide smooth and unhindered operation.

1.05 PROJECT RECORD DOCUMENTS

A. CONTRACTOR shall maintain on Site one set of the following record documents to record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change orders and other modifications to the Contract.
   5. Reviewed shop drawings, product data, and samples.
   6. Manufacturer’s instruction for assembly, installation, and adjusting.

B. CONTRACTOR shall make entries that are complete and accurate, enabling future reference by OWNER.

C. CONTRACTOR shall store record documents separate from documents used for construction.

D. CONTRACTOR shall record information concurrent with construction progress.

E. Specifications: CONTRACTOR shall legibly mark and record at each Product section description of actual products installed, including the following:
   1. Manufacturer’s name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by addenda and modifications.

F. Record Drawings: CONTRACTOR shall legibly mark each item to record actual construction including:
   1. Measured depths of foundations in relation to finish floor datum.
   2. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
   3. Measured locations of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of the Work.
   4. Field changes of dimension and detail.
   5. Details not on original Contract drawings.

1.06 WARRANTIES

A. CONTRACTOR shall provide warranties beyond project one-year warranty as required by technical sections.

B. Submit warranty information as follows:
   1. Provide original copies bearing authorized signatures.
   2. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers, and provide Table of Contents and assemble in three-ring binder with durable cover.
   3. Submit with request for certificate of Substantial Completion.
   4. For items of work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance listing date of acceptance as start of warranty period.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

PERMITS

Andy Beshear
GOVERNOR

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
300 Sower Boulevard
Frankfort, Kentucky 40601
Phone: (502) 564-2150
Fax: 502-564-4245

Rebecca W. Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

December 23, 2025

Nathan Fields
Harrison Co Water Association
PO Box 215
Cynthiana, KY 41031

RE: KY 353 WME & US 27 WM Replacement
Harrison County, KY
Harrison Co Water Association
AI #: 33915, APE20250001
PWSID #: 0490179-25-001

Dear Nathan Fields:

We have reviewed the plans and specifications for the above referenced project. The plans include the construction of approximately 14,600 linear feet of 6-inch PVC and 14,000 linear feet of 4-inch PVC water line. This is to advise that plans and specifications for the above referenced project are APPROVED with respect to sanitary features of design, as of this date with the requirements contained in the attached construction permit.

If you have any questions concerning this project, please contact Serena Male at 502-782-1558.

Sincerely,

Terry Humphries, P.E.
Supervisor, Drinking Water Engineering Section
Water Infrastructure Branch
Division of Water

TH:SM
Enclosures
c: Strand Associates Inc
Harrison County Health Department
Division of Plumbing

Distribution-Major Construction

Harrison Co Water Association

Facility Requirements

Activity ID No.:APE20250001

GACT0000000040 (US 27 Replacement and KY 353 Water Main Extension) 14600 linear feet of 6-inch and 14000 linear feet of 4-inch PVC water line:

Narrative Requirements:

Condition No.	Condition
T-1	Construction of this project shall not result in the water system's inability to supply consistent water service in compliance with 401 KAR 8:010 through 8:600. [401 KAR 8:100 Section 5]
T-2	The public water system shall not implement a change to the approved plans without the prior written approval of the cabinet. [401 KAR 8:100 Section 4(3)]
T-3	A proposed change to the approved plans affecting sanitary features of design shall be submitted to the cabinet for approval in accordance with Section 2 of this administrative regulation. [401 KAR 8:100 Section 4(2)]
T-4	During construction, a set of approved plans and specifications shall be available at the job site. Construction shall be performed in accordance with the approved plans and specifications. [401 KAR 8:100 Section 3(1)]
T-5	Unless construction begins within two (2) years from the date of approval of the final plans and specifications, the approval shall expire. [401 KAR 8:100 Section 3(3)]
T-6	Upon completion of construction, a professional engineer shall certify in writing that the project has been completed in accordance with the approved plans and specifications. [401 KAR 8:100 Section 4(1)]
T-7	The system shall be designed to maintain a minimum pressure of 20 psi at ground level at all points in the distribution system under all conditions of flow. [Recommended Standards for Water Works 8.2.1, Drinking Water General Design Criteria IV.1.a]
T-8	Water lines should be hydraulically capable of a flow velocity of 2.5 ft/s while maintaining a pressure of at least 20 psi. [Drinking Water General Design Criteria IV.1.b]
T-9	The normal working pressure in the distribution system at the service connection shall not be less than 30 psi under peak demand flow conditions. Peak demand is defined as the maximum customer water usage rate, expressed in gallons per minute (gpm), in the pressure zone of interest during a 24 hour (diurnal) time period. [Drinking Water General Design Criteria IV.1.d]
T-10	When static pressure exceeds 150 psi, pressure reducing devices shall be provided on mains or as part of the meter setting on individual service lines in the distribution system. [Drinking Water General Design Criteria IV.1.c]
T-11	The minimum size of water main in the distribution system where fire protection is not to be provided should be a minimum of three (3) inch diameter. Any departure from minimum requirements shall be justified by hydraulic analysis and future water use, and can be considered only in special circumstances. [Recommended Standards for Water Works 8.2.2, Drinking Water General Design Criteria IV.2.b]

GACT0000000040 (US 27 Replacement and KY 353 Water Main Extension) 14600 linear feet of 6-inch and 14000 linear feet of 4-inch PVC water line:

Narrative Requirements:

Condition No.	Condition
T-12	Water mains not designed to carry fire-flows shall not have fire hydrants connected to them. [Recommended Standards for Water Works 8.4.1.b]
T-13	Flushing devices should be sized to provide flows which will give a velocity of at least 2.5 feet per second in the water main being flushed. [Recommended Standards for Water Works 8.2.4.b, Recommended Standards for Water Works 8.4.1.b]
T-14	No flushing device shall be directly connected to any sewer. [Recommended Standards for Water Works 8.2.4.b, Recommended Standards for Water Works 8.4.1.b]
T-15	Pipe shall be constructed to a depth providing a minimum cover of 30 inches to top of pipe. [Drinking Water General Design Criteria IV.3.a]
T-16	Water mains shall be covered with sufficient earth or other insulation to prevent freezing. [Recommended Standards for Water Works 8.7]
T-17	A continuous and uniform bedding shall be provided in the trench for all buried pipe. Backfill material shall be tamped in layers around the pipe and to a sufficient height above the pipe to adequately support and protect the pipe. Stones found in the trench shall be removed for a depth of at least six inches below the bottom of the pipe. [Recommended Standards for Water Works 8.7]
T-18	Water line installation shall incorporate the provisions of the AWWA standards and/or manufacturer's recommended installation procedures. [Recommended Standards for Water Works 8.7]
T-19	All materials used for the rehabilitation of water mains shall meet ANSI/NSF standards. [Recommended Standards for Water Works 8.1]
T-20	Packing and jointing materials used in the joints of pipe shall meet the standards of AWWA and the reviewing authority. [Recommended Standards for Water Works 8.1]
T-21	All tees, bends, plugs and hydrants shall be provided with reaction blocking, tie rods or joints designed to prevent movement. [Recommended Standards for Water Works 8.7]
T-22	All materials including pipe, fittings, valves and fire hydrants shall conform to the latest standards issued by the ASTM, AWWA and ANSI/NSF, where such standards exist, and be acceptable to the Division of Water. [Recommended Standards for Water Works 8.1]
T-23	Water mains which have been used previously for conveying potable water may be reused provided they meet the above standards and have been restored practically to their original condition. [Recommended Standards for Water Works 8.1]

GACT0000000040 (US 27 Replacement and KY 353 Water Main Extension) 14600 linear feet of 6-inch and 14000 linear feet of 4-inch PVC water line:

Narrative Requirements:

Condition No.	Condition
T-24	Manufacturer approved transition joints shall be used between dissimilar piping materials. [Recommended Standards for Water Works 8.1]
T-25	The minimum size of water main which provides for fire protection and serving fire hydrants shall be six?inch diameter. [Recommended Standards for Water Works 8.2, Drinking Water General Design Criteria IV.2.a]
T-26	Pipes and pipe fittings containing more than 8% lead shall not be used. All products shall comply with ANSI/NSF standards. [Recommended Standards for Water Works 8.1]
T-27	Gaskets containing lead shall not be used. Repairs to lead?joint pipe shall be made using alternative methods. [Recommended Standards for Water Works 8.1]
T-28	Pipe materials shall be selected to protect against both internal and external pipe corrosion. [Recommended Standards for Water Works 8.1]
T-29	Dead end mains shall be equipped with a means to provide adequate flushing. [Recommended Standards for Water Works 8.2]
T-30	The hydrant lead shall be a minimum of six inches in diameter. Auxiliary valves shall be installed on all hydrant leads. [Recommended Standards for Water Works 8.4.3]
T-31	A sufficient number of valves shall be provided on water mains to minimize inconvenience and sanitary hazards during repairs. [Recommended Standards for Water Works 8.3]
T-32	Wherever possible, chambers, pits or manholes containing valves, blow?offs, meters, or other such appurtenances to a distribution system, shall not be located in areas subject to flooding or in areas of high groundwater. Such chambers or pits should drain to the ground surface, or to absorption pits underground. The chambers, pits and manholes shall not connect directly to any storm drain or sanitary sewer. Blow?offs shall not connect directly to any storm drain or sanitary sewer. [Recommended Standards for Water Works 8.6]
T-33	At high points in water mains where air can accumulate provisions shall be made to remove the air by means of air relief valves. [Recommended Standards for Water Works 8.5.1]
T-34	Automatic air relief valves shall not be used in situations where flooding of the manhole or chamber may occur. [Recommended Standards for Water Works 8.5.1]

GACT0000000040 (US 27 Replacement and KY 353 Water Main Extension) 14600 linear feet of 6-inch and 14000 linear feet of 4-inch PVC water line:

Narrative Requirements:

Condition No.	Condition
T-35	The open end of an air relief pipe from automatic valves shall be extended to at least one foot above grade and provided with a screened, downward?facing elbow. [Recommended Standards for Water Works 8.5.2.c]
T-36	Discharge piping from air relief valves shall not connect directly to any storm drain, storm sewer, or sanitary sewer. [Recommended Standards for Water Works 8.5.2.d]
T-37	Water pipe shall be constructed with a lateral separation of 10 feet or more from any gravity sanitary or combined sewer measured edge to edge where practical. If not practical a variance may be requested to allow the water pipe to be installed closer to the gravity sanitary or combined sewer provided the water pipe is laid in a separate trench or undisturbed shelf located on one side of the sewer with the bottom of the pipe at least 18 inches above the top of the gravity sanitary or combined sewer pipe. [Drinking Water General Design Criteria IV.3.b]
T-38	Water lines crossing sanitary, combined or storm sewers shall be laid to provide a minimum vertical distance of 18 inches between the outside of the water main and the outside of the sanitary, combined or storm sewer with preference to the water main located above the sanitary, combined or storm sewer. [Drinking Water General Design Criteria IV.3.c]
T-39	At crossings, one full length of water pipe shall be located so both joints will be as far from the sewer as possible. [Recommended Standards for Water Works 8.8.3.b]
T-40	There shall be no connection between the distribution system and any pipes, pumps, hydrants, or tanks whereby unsafe water or other contaminating materials may be discharged or drawn into the system. [Recommended Standards for Water Works 8.10.1]
T-41	Water utilities shall have a cross connection program conforming to 401 KAR 8. [Recommended Standards for Water Works 8.10.1]
T-42	Installed pipe shall be pressure tested and leakage tested in accordance with the appropriate AWWA Standards. [Recommended Standards for Water Works 8.7.6]
T-43	New, cleaned and repaired water mains shall be disinfected in accordance with AWWA Standard C651. The specifications shall include detailed procedures for the adequate flushing, disinfection, and microbiological testing of all water mains. In an emergency or unusual situation, the disinfection procedure shall be discussed with the Division of Water. [Recommended Standards for Water Works 8.7.7]
T-44	A minimum cover of five feet shall be provided over pipe crossing underwater. [Recommended Standards for Water Works 8.9.2]

GACT0000000040 (US 27 Replacement and KY 353 Water Main Extension) 14600 linear feet of 6-inch and 14000 linear feet of 4-inch PVC water line:

Narrative Requirements:

Condition No.	Condition
T-45	Valves shall be provided at both ends of water crossings so that the section can be isolated for testing or repair; the valves shall be easily accessible, and not subject to flooding for pipes crossing underwater. [Recommended Standards for Water Works 8.9.2.b]
T-46	Permanent taps or other provisions to allow insertion of a small meter to determine leakage and obtain water samples on each side of the valve closest to the supply source for pipes crossing. [Recommended Standards for Water Works 8.9.2.c]

APPROVED

11/18/2025

Kentucky Transportation Cabinet
Department of Highways
Division of Maintenance
Permits Branch

ENCROACHMENT PERMIT

KYTC KEPT #: 07-2025-00595

Permittee: Harrison County Water Association

Permit Type / Subtype: Utilities / Water

Work Completion Date: 1/1/2026

INDEMNITIES		
Type	**Amount Required**	**Tracking Number**
Performance Bond	$0.00	
Cash / Check	$0.00	
Self-Insured	$20,000.00	TO6-41031
Payment Bond	$0.00	
Liability Insurance	$0.00	

This permit has been: **APPROVED** [X] **DENIED** [ ]

Robert Baker	D7 Permits	11/18/2025
SIGNATURE	**TITLE**	**DATE**

The TC 99-1(B), including the application TC-99 1(A) and all related and accompanying documents and drawings make up the permit. It is not a permit unless both the TC 99-1(A) and TC 99-1(B) are both present.

LOCATION(S)			
Description	**County - Route**	**Latitude**	**Longitude**
	Bourbon - KY 353	38.277538	-84.367742

Kentucky811 Know what's below. Call before you dig

To Submit a Locate Request
24 Hours a Day, Seven Days a Week:
Call 811 or 800-752-6007

KENTUCKY TRANSPORTATION CABINET
Department of Highways
PERMITS BRANCH

TC 99-1A
Rev. 10/2020

APPLICATION FOR ENCROACHMENT PERMIT

KYTC KEPT #: 07-2025-00595

SECTION 1: APPLICANT CONTACT INFORMATION

APPLICANT Harrison County Water Association	**ADDRESS** 2167 US Highway 27 S		
EMAIL harrisonwatercynthiana@gmail.com	**CITY** Cynthiana	**STATE** KY	**ZIP** 41031
CONTACT NAME 1 Nathan Fields	**EMAIL** harrisonwatercynthiana@gmail.com	**PHONE #** 859-234-4284 **CELL #**	
CONTACT NAME 2 (*if applicable*)	**EMAIL**	**PHONE #** **CELL #**	

SECTION 2: PROPOSED WORK LOCATION

ADDRESS See Attached	**CITY** Cynthiana		**STATE** Kentucky	**ZIP** 41031
COUNTY Harrison	**ROUTE #** 0353	**MILE POINT** XXXX 5.200-6.51XX	**LONGITUDE** (*X*) 84d17'00"	**LATITUDE** (*Y*) 38d22'03"

ADDITIONAL LOCATION INFORMATION:

FOR KYTC USE ONLY

PERMIT TYPE: ☐ Air Right ☐ Entrance ☒ Utilities ☐ Vegetation Removal ☐ Other: _____

ACCESS: ☐ Full ☐ Partial ☒ by Permit **LOCATION:** ☒ Left ☒ Right ☐ Crossing

SECTION 3: GENERAL DESCRIPTION OF WORK

HCWA will be extending an existing 4" water main starting near mile point 1.4, running parallel with KY353 and the proposed water main will enter into the road right of way for approximately 3,830 LF from STA. 10+30 to STA. 48+60. The line will reenter the road right of way for approximately 3,030 LF from STA. 53+50 to STA. 83+80. The line will reenter the road right of way for approximately 5,310 LF from STA. 89+30 to STA. 142+40 and tie into an existing water main near mile point 5.35 of KY353 in Bourbon County, providing service to the customers along KY353.

THE UNDERSIGNED APPLICANT(s), being duly authorized representative(s) or owner(s), DO AGREE TO ALL ORIGINAL UNEDITED TERMS AND CONDITIONS ON THE TC 99-1A, pages 1-4.

_____ 9/15/25
SIGNATURE **DATE**

This is not a permit unless and until the applicant(s) receives an approved TC 99-1B from KYTC. This application shall become void if not approved by the cancellation date. The cancellation date shall be a minimum of one year from the date the applicant submits their application.

APPLICATION FOR ENCROACHMENT PERMIT

TERMS AND CONDITIONS

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.

2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.

3. **INDEMNITY:**
   - **A.** PERFORMANCE BOND: The permittee shall provide to the Department a performance bond according to the Permits Manual, Section PE-203 as a guarantee of conformance with the Department's Encroachment Permit requirements.
   - **B.** PAYMENT BOND: At the discretion of the department, a payment bond shall be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
   - **C.** LIABILITY INSURANCE: Liability insurance shall be required of the permittee (in an amount approved by the department) to cover all liabilities associated with the encroachment.
   - **D.** It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.

4. A copy of this application and all related documents making up the approved permit shall be given to the applicant and shall be made readily available for review at the work site at all times.

5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.

6. Permittee, its successors and assigns, shall comply with and agree to be bound by the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.

7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.

8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, add signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, relocations, additions, modifications, or other corrective measures must be completed will be specified in the notice.

9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns and the Department in its reasonable discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.

APPLICATION FOR ENCROACHMENT PERMIT

10. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their written consent as hereinafter described. Each abutting owner shall express their consent, which shall be binding on their successors and assigns, by the submission of a notarized statement as follows, "I (we), _____, hereby consent to the granting of the permit requested by the applicant along Route _____, which permit does affect frontage rights along my (our) adjacent real property." By signature(s) _____, subscribed and sworn by _____, on this date _____.

11. The permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or permit(s) previously granted to any other party, except as otherwise provided by law.

12. Permittee shall include documentation which describes the facilities to be constructed. Permittee, its successors and assigns, agree as a condition of the granting of the permit to construct and maintain any and all permitted facilities or other encroachments in strict accordance with the submitted and approved permit documentation and the policies and procedures of the Department. Permittee, its successors and assigns, shall not use facilities authorized herein in any manner contrary to that prescribed by the approved permit. Only normal usage as contemplated by the parties and by this application and routine maintenance are authorized by the permit.

13. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way restored, **shall defend, protect, indemnify and save harmless** the Department from any and all liability claims and demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the Department beyond that existing at common law or otherwise if this right to indemnity did not exist.

14. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may require additional action by the permittee, its successors and assigns, up to and including the removal of the encroachment and restoration of the right-of-way. In the event additional actions required by the Department under the permit are not undertaken as ordered and within a reasonable time, the Department may in its discretion cause those or other additional corrective actions to be undertaken and the Department shall recover the reasonable costs of those corrective actions from the permittee, its successors and assigns.

15. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements of federal law and regulation, including those imposed pursuant to Title VI of the Civil Right Act of 1964 (42 U.S.C. § 2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.

16. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.

APPLICATION FOR ENCROACHMENT PERMIT

17. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee's rights to the adjoining real property to have benefitted from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefitted from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefitting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)

18. If work authorized by the permit is within a highway construction project in the construction phase, it shall be the responsibility of the permittee to make personal contact with the Department's Engineer on the project in order to coordinate all permitted work with the Department's prime contractor on the project.

19. This permit is not intended to, nor shall it, affect, alter or alleviate any requirement imposed upon the permittee, its successors and assigns, by any other agency.

20. Permittee, its successors and assigns, agree to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and at all times that its obligations under the permit remain in effect.

21. Before You Dig: The contractor is instructed to call 1-800-752-6007 to reach KY 811, the One-Call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that the owners of underground facilities are not required to be members of the KY 811 One-Call Before U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Clerk to determine what utility companies have facilities in the area.

22. The undersigned Utility acknowledges ownership and control of the facilities proposed to be installed, modified, or extended by the Applicant/Permittee and agrees to be bound by the requirements and terms of this application and all related documents making up the approved permit, by the Department's Permits Guidance Manual, and by all applicable regulations and statutes in effect on the date of issuance of the permit. This information and application is certified correct to the best knowledge and belief of the undersigned Utility.

ATCWA
UTILITY

Nathan Fields
NAME (Utility Representative)

General Manager
TITLE (Utility Representative)

SIGNATURE (Utility Representative)

9/15/20
DATE

Kentucky 811 · Know what's **below.** **Call** before you dig.

To Submit a Locate Request
24 Hours a Day, Seven Days a Week:
Call 811 or 800-752-6007

KY 353 WATER MAIN EXTENSION PROJECT

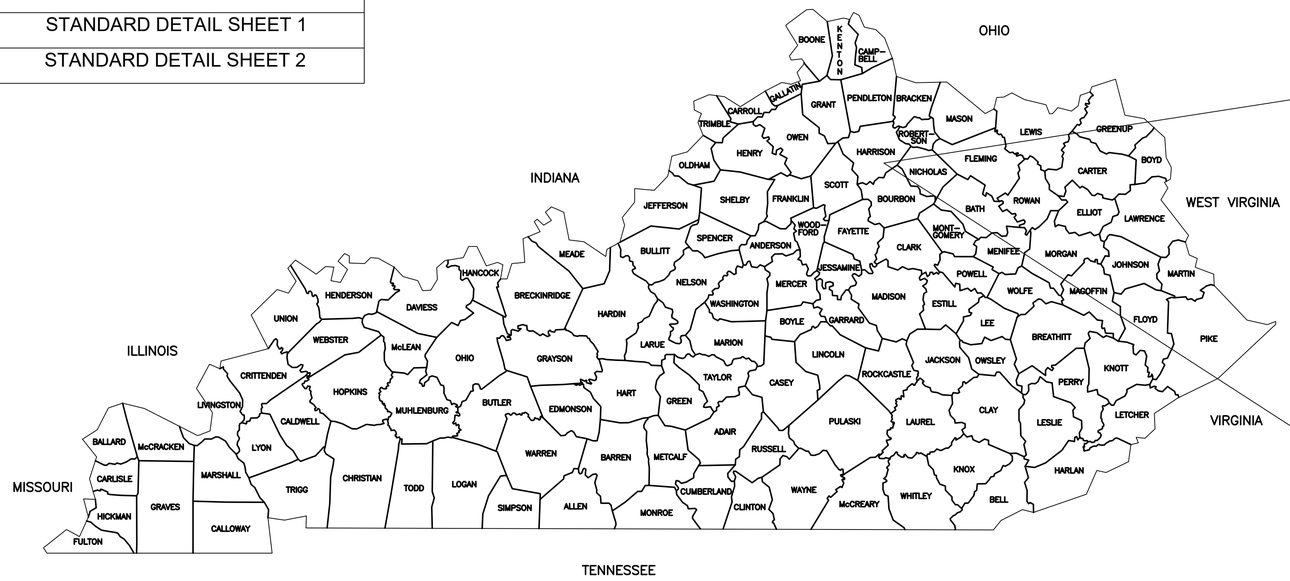
FOR THE

HARRISON COUNTY WATER ASSOCIATION

CYNTHIANA, KY

NOVEMBER 2025

INDEX OF SHEETS	
1	TITLE SHEET AND LOCATION MAP
2	GENERAL NOTES AND LEGEND
3-7	PLAN SHEET 1 THROUGH 5
8	STANDARD DETAIL SHEET 1
9	STANDARD DETAIL SHEET 2



KENTUCKY STATE MAP
NOT TO SCALE



PROJECT LOCATION MAP
NOT TO SCALE

325 WEST MAIN STREET, SUITE 710
LOUISVILLE, KY 40202
502-583-7020
502-583-7026 FAX
WWW.STRAND.COM

BEFORE YOU DIG

THE CONTRACTOR IS INSTRUCTED TO CALL 1-800-752-6007 TO REACH KY 811, THE ONE-CALL SYSTEM FOR INFORMATION ON THE LOCATION OF EXISTING UNDERGROUND UTILITIES. THE CALL IS TO BE PLACED A MINIMUM OF TWO (2) AND NO MORE THAN TEN (10) BUSINESS DAYS PRIOR TO EXCAVATION. THE CONTRACTOR SHOULD BE AWARE THAT OWNERS OF UNDERGROUND UTILITIES ARE NOT REQUIRED TO BE MEMBERS OF THE KY 811 ONE-CALL BEFORE-U-DIG (BUD) SERVICE. THE CONTRACTOR MUST COORDINATE EXCAVATION WITH THE UTILITY OWNERS, INCLUDING THOSE WHOM DO NOT SUBSCRIBE TO KY 811. IT MAY BE NECESSARY FOR THE CONTRACTOR TO CONTACT THE COUNTY CLERK TO DETERMINE WHAT UTILITY COMPANIES HAVE FACILITIES IN THE AREA.

STATE OF KENTUCKY
MARK C. ASKIN
21237
LICENSED PROFESSIONAL ENGINEER

CERTIFIED BY: 9-29-2025
MARK ASKIN, P.E.
KENTUCKY REGISTRATION NO. 21237

CONTRACT 1-2025

AGENCY REVIEW, 11/12/25

STRAND ASSOCIATES®

SHEET 1
00-G0.01

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GENERAL NOTES

1. EXISTING UTILITIES: THE CONTRACTOR SHALL NOTIFY THE KENTUCKY 811 BEFORE-YOU-DIG (BUD) AT 1-800-752-6007, TWO (2) WORKING DAYS PRIOR TO COMMENCING ANY EXCAVATION. FURTHER, THE CONTRACTOR SHALL NOTIFY ANY BUD NON-MEMBER UTILITIES DIRECTLY, TWO (2) WORKING DAYS PRIOR TO COMMENCING ANY EXCAVATION.

2. UTILITY LOCATIONS: LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES SHOWN IN THE DRAWING ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THEIR EXACT LOCATION AND ELEVATION WHEN WORKING IN THEIR VICINITY.

3. WHERE POTENTIAL GRADE CONFLICTS MIGHT OCCUR WITH EXISTING UTILITIES, THE CONTRACTOR SHALL UNCOVER SUCH UTILITIES SUFFICIENTLY IN ADVANCE OF CONSTRUCTION IN ORDER THAT THE EXACT ELEVATION MAY BE DETERMINED AND THE NECESSARY ADJUSTMENTS MADE. COST OF THE ABOVE, IF ANY, WILL BE INCLUDED IN THE PRICE BID FOR THE PERTINENT ITEM. LOCATION, SUPPORT, PROTECTION, AND RESTORATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE COST OF THIS WORK SHALL BE INCLUDED WITH THE PRICE BID FOR THE PERTINENT ITEM, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

4. NOTIFICATION: THE CONTRACTOR SHALL NOTIFY HARRISON COUNTY WATER ASSOCIATION A MINIMUM OF TWO (2) DAYS BEFORE BEGINNING WORK, HOLIDAYS AND WEEKENDS EXCLUDED. WHEN THE CONTRACTOR SUSPENDS OPERATION FOR TWO (2) OR MORE WORKING DAYS, CONTRACTOR SHALL NOTIFY HARRISON COUNTY WATER ASSOCIATION A MINIMUM OF TWENTY-FOUR (24) HOURS BEFORE RESUMING WORK.

5. SITE LAYOUT: CONTRACTOR SHALL VERIFY ALL DIMENSIONS RELATED TO THE LOCATION OF THE PROPOSED FACILITIES PRIOR TO CONSTRUCTION. DISCREPANCIES NOTED IN DIMENSIONS SHOWN SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER.

6. COVER: UNLESS OTHERWISE NOTED, ALL BURIED PIPES SHALL HAVE A MINIMUM OF THIRTY SIX (36) INCHES COVER AS MEASURED FROM FINISHED GRADE TO THE OUTSIDE OF THE PIPE.

7. COVER IN KYTC RIGHT OF WAY: ALL BURIED PIPES IN KYTC RIGHT OF WAY SHALL HAVE A MINIMUM OF FORTY-TWO (42) INCHES COVER AS MEASURED FROM FINISHED GRADE TO THE OUTSIDE OF THE PIPE. THIS INCLUDES ANY BORES ACROSS KYTC RIGHT OF WAY.

8. UTILITY POLES: CONTRACTOR SHALL CONTACT UTILITY OWNER TO SUPPORT AND HOLD ALL UTILITY POLES AS NECESSARY FOR CONSTRUCTION. CONTRACTOR SHALL BEAR ALL COSTS ASSOCIATED WITH SUPPORTING AND/OR HOLDING UTILITY POLES.

9. THE CONTRACTOR SHALL RESTRICT ALL CONSTRUCTION ACTIVITIES TO THE PUBLIC RIGHT-OF-WAY OR PERMANENT UTILITY EASEMENTS.

10. STEEL CASING PIPE SHALL HAVE A MINIMUM OF 0.375" WALL THICKNESS.

11. BORE PITS SHALL BE PLATED DURING NON-WORKING HOURS AND WHEN NOT WORKING IN THE AREA.

LEGEND:

PLAN SHEETS

- BLOWOFF HYDRANT ASSEBMLY
- GATE VALE AND BOX
- AUTOMATIC AIR RELEASE VALVE
- LEAK DETECTOR METER
- PROPERTY LINE
- RIGHT OF WAY LINE
- EXISTING OVERHEAD ELECTRIC LINES
- EXISTING UTILITY POLE
- EXISTING GUARDRAIL
- EXISTING CULVERT
- EXISTING FENCE
- EXISTING WATER MAIN
- EXISTING GATE VALVE
- EXISTING HYDRANT
- EXISTING WATER METER
- PROPOSED WATER MAIN
- EXISTING GRAVEL
- EXISTING CONCRETE
- EXISTING ASPHALT

STATE OF KENTUCKY
MARK C. ASKIN
21237
LICENSED PROFESSIONAL ENGINEER
9-29-2025

DATE:
REVISIONS
NO.

GENERAL NOTES AND LEGEND

KY 353 WATER MAIN EXTENSION PROJECT
HARRISON COUNTY WATER ASSOCIATION
CYNTHIANA, KY

JOB NO. 5224.263
PROJECT MGR. MARK ASKIN, P.E.

STRAND ASSOCIATES®

SHEET 2

CRESTVIEW FARM LLC

JOE H. PATTERSON

EX. 4" WATER MAIN

STA. 10+00
1 - TIE INTO EXISTING 4" WATER MAIN
1 - 4" X 4" TAPPING SLEEVE
1 - 4" M.J. TAPPING GATE VALVE
1 - 4" FIRE HYDRANT ASSEMBLY

WOOD & WOVEN WIRE FENCE

1 - 4" M.J. GATE VALVE & BOX

40LF STEEL CASING PIPE

40LF FREE BORE

4" C900 DR18 PVC PIPE

20LF OPEN CUT

MATCHLINE STA. 24+00

STEPHEN A. & CYNTHIA G. CROPPER

ALICIA VEST

JAMIE M. & CORY S. DEAN KACZOR

JOE PATTERSON

JOE H. PATTERSON

MATCHLINE STA. 24+00

20LF OPEN CUT

1 - 4" M.J. GATE VALVE & BOX

4" C900 DR18 PVC PIPE

MATCHLINE STA. 37+50

JOE PATTERSON

0 50 100 Feet

STATE OF KENTUCKY
MARK C. ASKIN
21237
LICENSED PROFESSIONAL ENGINEER
9-29-2025

DATE:
REVISIONS
NO.

STA. 10+00 TO STA. 37+50

KY 353 WATER MAIN EXTENSION PROJECT
HARRISON COUNTY WATER ASSOCIATION
CYNTHIANA, KY

JOB NO.
5224.263

PROJECT MGR.
MARK ASKIN, P.E.

STRAND ASSOCIATES®

SHEET
3

File: S:\LOU\5200--5299\5224\263\Drawings\CAD\Sheets\Water Main Extensions\03-Plan Sheet 1_Update.dwg Time: Nov 12, 2025 - 2:07pm

JOE H. PATTERSON

AGNES S. TRUST MCDOWELL

AGNES S. TRUST MCDOWELL

25LF FREE BORE

1 - 4" M.J. GATE VALVE & BOX

MATCHLINE STA. 37+50

38+00

39+00

40+00

41+00

42+00

43+00

44+00

45+00

46+00

47+00

48+00

49+00

50+00

51+00

52+00

WOOD & WOVEN WIRE FENCE

4" C900 DR18 PVC PIPE

20LF OPEN CUT

60LF STEEL CASING PIPE

KY 353

WOOD & WOVEN WIRE FENCE

WOOD & WOVEN WIRE FENCE

MATCHLINE STA. 52+00

JOE PATTERSON

AGNES S TRUST MCDOWELL

0 50 100 Feet

AGNES S. TRUST MCDOWELL

MATCHLINE STA. 52+00

52+00

53+00

54+00

55+00

56+00

57+00

58+00

59+00

60+00

61+00

62+00

63+00

64+00

65+00

66+00

WOVEN WIRE FENCE

4" C90O DR18 PVC PIPE

1 - 4" M.J. GAVE VALVE & BOX

4-BOARD WOOD FENCE ENTRANCE

25LF OPEN CUT

WOVEN WIRE FENCE

KY 353

WOOD & WOVEN WIRE FENCE

WOVEN WIRE FENCE

MATCHLINE STA. 66+00

AGNES S. TRUST MCDOWELL

0 50 100 Feet

STATE OF KENTUCKY
MARK C. ASKIN
21237
LICENSED PROFESSIONAL ENGINEER

9-29-2025

DATE:

REVISIONS

NO.

STA. 37+50 TO STA. 66+00

KY 353 WATER MAIN EXTENSION PROJECT
HARRISON COUNTY WATER ASSOCIATION
CYNTHIANA, KY

JOB NO.
5224.263

PROJECT MGR.
MARK ASKIN, P.E.

STRAND ASSOCIATES®

SHEET
4

File: S:\LOU\5200--5299\5224\263\Drawings\CAD\Sheets\Water Main Extensions\04-Plan Sheet 2_Update.dwg Time: Nov 12, 2025 - 2:09pm

AGNES S. TRUST
MCDOWELL

MATCHLINE STA. 66+00

1 - 4" M.J. GATE VALVE & BOX

4" C900 DR18 PVC PIPE

KY 353

WOVEN WIRE FENCE

MATCHLINE STA. 80+00

AGNES S. TRUST
MCDOWELL

175LF DIRECTIONAL DRILL
WITH HDPE 6" IPS PIPE

1 - 4"X6" MJ DI SLEEVE
1 - 6" MJ ADAPTER

1 - 4" LEAK DETECTOR
METER

1 - 4"X6" MJ DI SLEEVE
1 - 6" MJ ADAPTER

1 - 4" LEAK DETECTOR
METER

4-BOARD WOODEN
FENCE ENTRANCE

SOUTH FORK LICKING RIVER
CROSSING

1 - 4" BLOW OFF ASSEMBLY

25LF OPEN CUT

20LF OPEN CUT

4" C900 DR18 PVC PIPE

40'

MATCHLINE STA. 80+00

MATCHLINE STA. 95+50

AGNES S. TRUST
MCDOWELL

SAM W.
ARNOLD III

BOURBON COUNTY
HARRISON COUNTY

UNKNOWN

STATE OF KENTUCKY
MARK C.
ASKIN
21237
LICENSED
PROFESSIONAL ENGINEER

9-29-2025

DATE:

REVISIONS

NO.

STA. 66+00 TO STA. 95+50

KY 353 WATER MAIN EXTENSION PROJECT
HARRISON COUNTY WATER ASSOCIATION
CYNTHIANA, KY

JOB NO.
5224.263

PROJECT MGR.
MARK ASKIN, P.E.

STRAND ASSOCIATES®

SHEET
5

File: S:\LOU\5200--5299\5224\263\Drawings\CAD\Sheets\Water Main Extensions\05-Plan Sheet 3_Update.dwg Time: Nov 12, 2025 - 2:11pm

AGNES MCDOWELL

BIRTLE L. & PATRICIA H. SPENCER

0 50 100 Feet

MATCHLINE STA. 95+50

WOVEN WIRE FENCE

4" C900 DR18 PVC PIPE

20LF OPEN CUT

1 - 4" M.J. GATE VALVE & BOX

96+00 97+00 98+00 99+00 100+00 101+00 102+00 103+00 104+00 105+00 106+00 107+00 108+00 109+00 110

40'

KY 353

MATCHLINE STA. 109+50

BOURBON COUNTY

HARRISON COUNTY

SAM W ARNOLD III

UNKNOWN

SOUTH FORK LICKING RIVER

HINKLE HOLDING COMPANY LLC

OH

HINKLE HOLDING COMPANY LLC

AGNES S. TRUST MCDOWELL

MATCHLINE STA. 109+50

4" C900 DR18 PVC PIPE

70LF OPEN CUT

1 - 4" M.J. GATE VALVE & BOX

109+00 110+00 111+00 112+00 113+00 114+00 115+00 116+00 117+00 118+00 119+00 120+00 121+00 122+00 123+00 124+0

40'

KY 353

MATCHLINE STA. 123+50

SILAS CREEK

WOVEN WIRE FENCE

SOUTH FORK LICKING RIVER

BOURBON COUNTY

HARRISON COUNTY

HINKLE HOLDING COMPANY LLC

TROY L. & MARY WARE BRADFORD

0 50 100 Feet

STATE OF KENTUCKY
MARK C. ASKIN
21237
LICENSED PROFESSIONAL ENGINEER
9-29-2025

DATE:

REVISIONS

NO.

STA. 95+50 TO STA 123+50

KY 353 WATER MAIN EXTENSION PROJECT
HARRISON COUNTY WATER ASSOCIATION
CYNTHIANA, KY

JOB NO.
5224.263

PROJECT MGR.
MARK ASKIN, P.E.

STRAND ASSOCIATES®

SHEET
6

File: S:\LOU\5200--5299\5224\263\Drawings\CAD\Sheets\Water Main Extensions\06-Plan Sheet 4_Update.dwg Time: Nov 12, 2025 - 2:12pm

AGNES S. TRUST
MCDOWELL

35LF OPEN CUT

1 - 4" M.J. GATE VALVE & BOX

4" C900 DR18 PVC PIPE

WOVEN WIRE FENCE

GAS PIPE

MATCHLINE STA. 123+50

MATCHLINE STA. 137+50

KY 353

SILAS CREEK

WOVEN WIRE FENCE

GAS PIPE

BOURBON COUNTY

HARRISON COUNTY

ELOISE ELIZABETH
BRILL

AGNES S. TRUST
MCDOWELL

0 50 100 Feet

AGNES S. TRUST
MCDOWELL

MATCHLINE STA. 137+50

4" C900 DR18 PVC PIPE

15LF OPEN CUT

WOVEN WIRE FENCE

KY 353

WOVEN WIRE FENCE

1 - 4" BLOW OFF ASSEMBLY

50LF JACK & BORE WITH
STEEL CASING PIPE

MARK E. & CHRISTINA L.
NASON

4-BOARD WOODEN
FENCE ENTRANCE

EX. 4" WATER MAIN

STA. 149+06
1 - TIE INTO EXISTING 4" WATER MAIN
1 - 4" X 4" TAPPING SLEEVE
1 - 4" M.J. TAPPING GATE VALVE

ELOISE ELIZABETH
BRILL

HUME P. & KIMBERLY A.
WORNALL

0 50 100 Feet

STATE OF KENTUCKY
MARK C. ASKIN
21237
LICENSED
PROFESSIONAL ENGINEER
9-29-2025

DATE:

REVISIONS

NO.

STA. 123+50 TO STA. 149+19

KY 353 WATER MAIN EXTENSION PROJECT
HARRISON COUNTY WATER ASSOCIATION
CYNTHIANA, KY

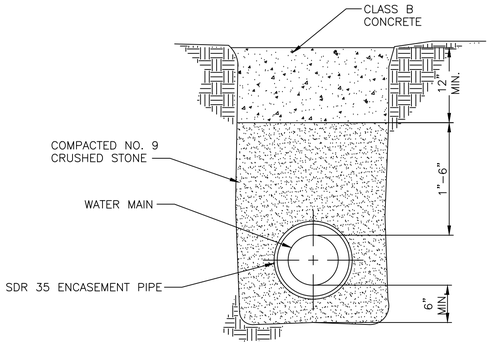
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5224.263

PROJECT MGR.
MARK ASKIN, P.E.

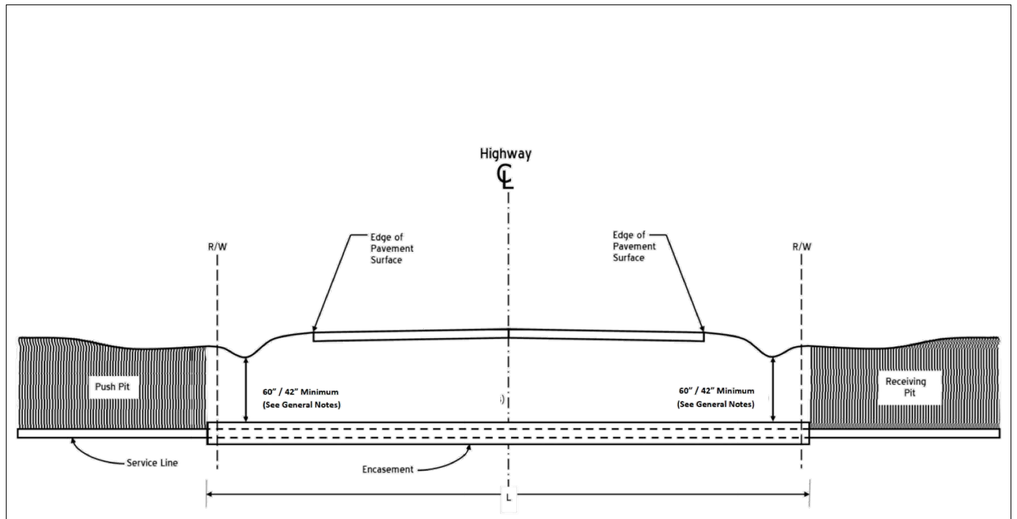
STRAND ASSOCIATES®

SHEET
7

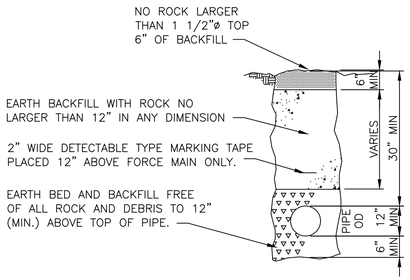
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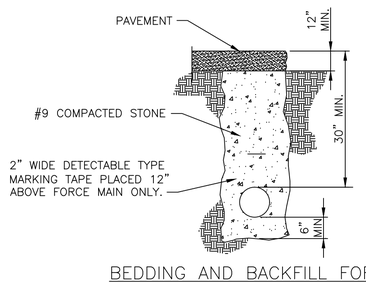
TYPICAL STREAM CROSSING
WITH ENCASEMENT PIPE
AND CONCRETE CAP
N.T.S.



TYPICAL HIGHWAY BORE DETAIL
N.T.S.

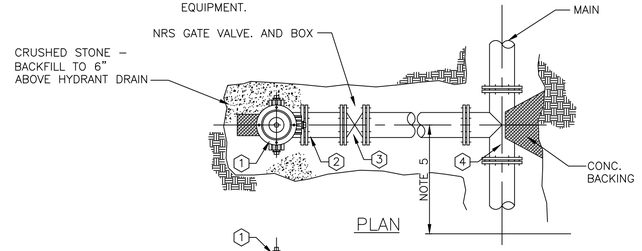


BEDDING AND BACKFILL FOR
PRESSURE PIPES 3" AND LARGER
N.T.S.



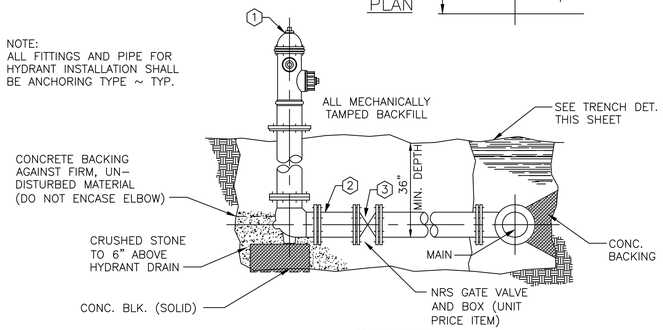
BEDDING AND BACKFILL FOR
PRESSURE PIPES 3" AND LARGER
UNDER ROADWAYS
N.T.S.

NOTE:
BACKFILL AROUND HYDRANT, VALVE AND VALVE BOX IS TO BE MECHANICALLY TAMPED. DEPTH OF TAMPED LAYER TO BE DETERMINED BY SIZE OF TAMPING EQUIPMENT.



PLAN

NOTE:
ALL FITTINGS AND PIPE FOR HYDRANT INSTALLATION SHALL BE ANCHORING TYPE ~ TYP.



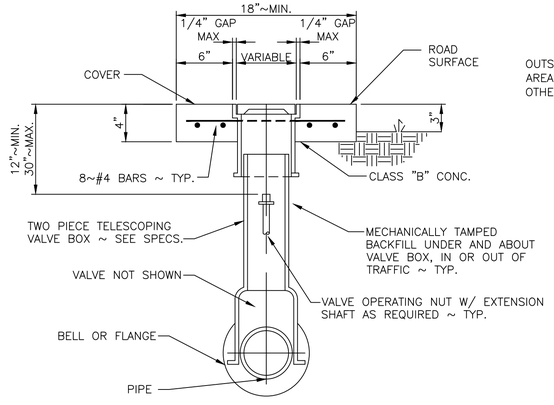
SECTION

HYDRANT ASSEMBLY SCHEDULE

FIRE HYDRANT	BLOWOFF HYDRANT
1. MUELLER A–423, OR EQ.	A–422, OR EQ
2. 6" DIAMETER	4" DIAMETER
3. 6" GATE VALVE	4" GATE VALVE
4. 6" BRANCH	4" BRANCH OR LINE SIZE W/REDUCER FOR 2" & 3" MAINS.

5. WHEN LINE GATE VALVES ARE SHOWN ON THE PLANS NEAR FIRE OR BLOWOFF HYDRANT ASSEMBLIES, THE CENTERLINE OF THE GATE VALVE TO THE CENTERLINE OF THE HYDRANT SHALL BE 5 FEET.

TYPICAL FIRE OR BLOWOFF HYDRANT DETAIL
NOT TO SCALE



OUTSIDE TRAFFIC
AREAS (UNLESS
OTHERWISE SPECIFIED)

NOTE:
– NO EXTRA PAY ALLOWED FOR CONC. COLLAR WHEN REQUIRED IN TRAFFIC LOCATIONS.
– COVER TO BE MARKED "GAS", "WATER" OR "SEWER" AS APPROPRIATE.
– VALVE BOX SHALL NOT BEAR DIRECTLY ON THE PIPE OR VALVE.
– CONCRETE PAD SHALL BE SQUARE.
– CONCRETE PAD SHALL BE REQUIRED ON ALL VALVES.
– ALL FILL BENEATH CONC. PAD SHALL BE MECHANICALLY COMPACTED.

TYPICAL VALVE BOX
NOT TO SCALE

REVISIONS
NO. | DATE:

STANDARD DETAILS 1

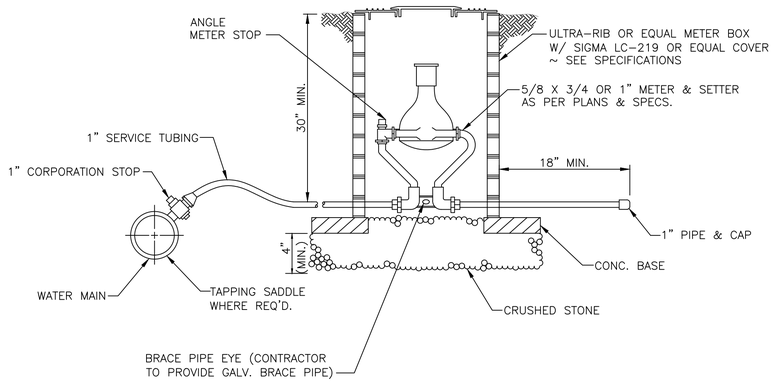
US27 WATER MAIN REPLACEMENT
HARRISON COUNTY WATER ASSOCIATION
CYNTHIANA, KENTUCKY

JOB NO.
5224.246

PROJECT MGR.
MARK C. ASKIN, PE

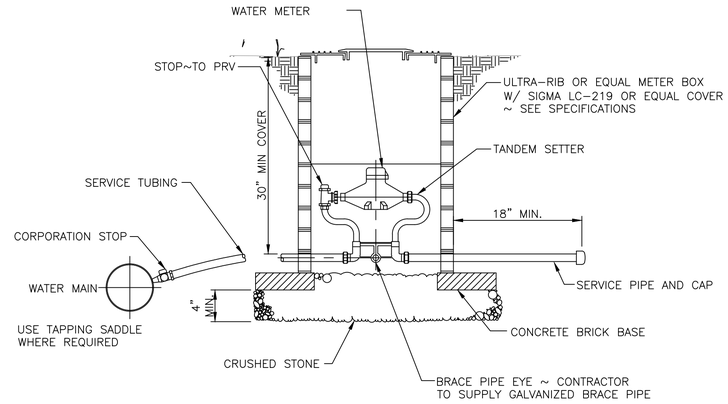
STRAND ASSOCIATES®

SHEET
8

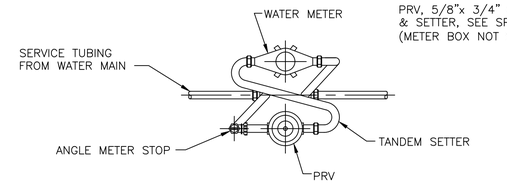


TYPICAL METER SETTING
N.T.S.

NOTE:
ITEMS INCLUDED IN METER SETTING
- 5/8"x 3/4" WATER METER
- COPPER METER SETTER w/OUTLET EXTENDED
- METER BOX & COVER
- 1" SERVICE TUBING:
  10' MAXIMUM SAME SIDE OF ROAD AS MAIN
  70' MAXIMUM OPPOSITE SIDE OF ROAD AS
  MAIN ("PUSHED" OR BORE & JACK UNDER ROAD)
- 1" CORPORATION STOP
- TAPPING SADDLE WHERE REQUIRED
- UNCLASSIFIED EXCAVATION AND BACKFILL
- COMPLETE AND IN PLACE

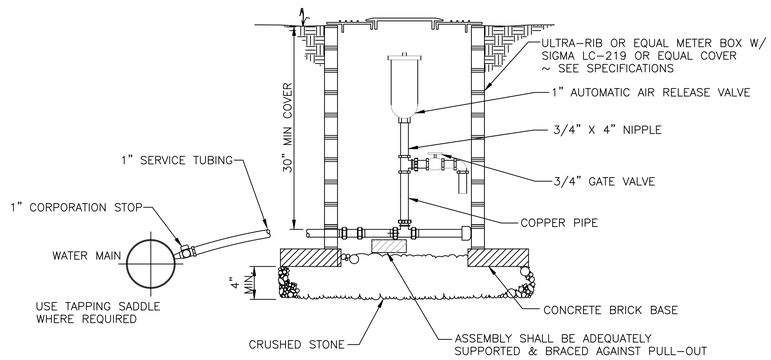


SECTION

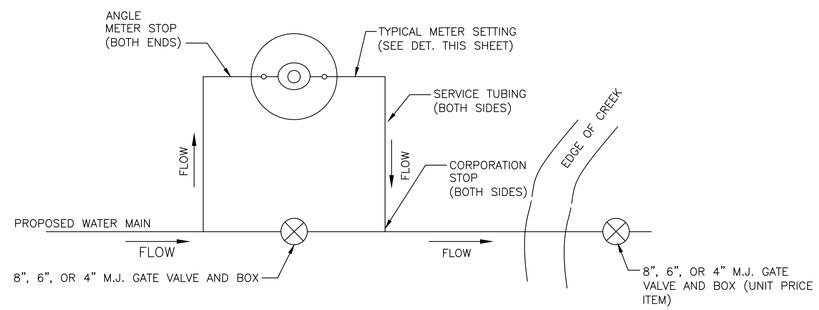


PLAN

TYPICAL METER SETTING w/PRV
ON NEW SERVICE
NOT TO SCALE



TYPICAL AUTOMATIC AIR
RELEASE ASSEMBLY
NOT TO SCALE



SPECIAL CREEK CROSSING METER BOX
N.T.S.

NO. | REVISIONS | DATE:

STANDARD DETAILS 2

US27 WATER MAIN REPLACEMENT
HARRISON COUNTY WATER ASSOCIATION
CYNTHIANA, KENTUCKY

JOB NO.
5224.246

PROJECT MGR.
MARK C. ASKIN, PE

STRAND ASSOCIATES®

SHEET
9

File: S:\LOU\5200--5299\5224\263\Drawings\CAD\Sheets\Water Main Extensions\08-09-Standard Details.dwg Time: Nov 12, 2025 - 2:15pm

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF MAINTENANCE - PERMITS BRANCH

TYPICAL HIGHWAY BORE DETAIL
- FOR NON-FULLY CONTROLLED HIGHWAYS -

KYTC KEPT #: _____

SECTION 1: HIGHWAY INFORMATION

COUNTY	ROUTE	MILE POINT	PAVEMENT WIDTH
Bourbon	0353	5.85	22'

SECTION 2: UTILITY INFORMATION

UTILITY TYPE	PIPE TYPE	DIAMETER
Water Main	PVC	4''

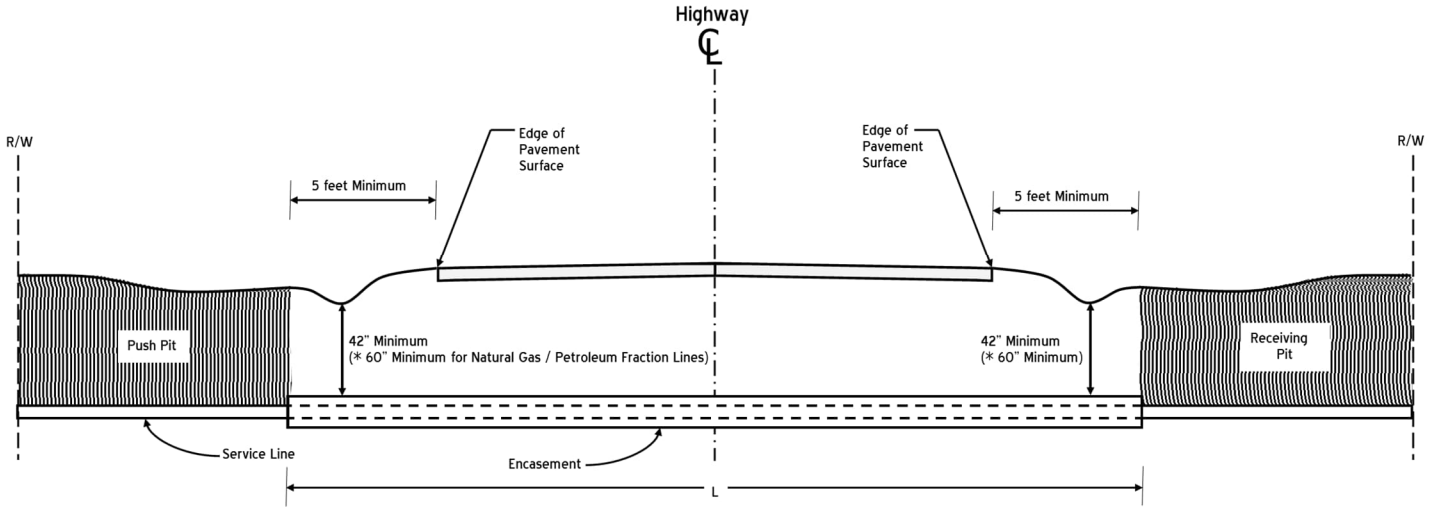
SECTION 3: ENCASEMENT INFORMATION

ENCASEMENT TYPE	DIAMETER
Steel	8''

SECTION 4: BORE INFORMATION

BORE TYPE	LENGTH (L)	DIAMETER
Jack and Bore	50'	8''

SECTION 5: DETAIL FOR NON-FULLY CONTROLLED HIGHWAYS



SECTION 6: GENERAL NOTES

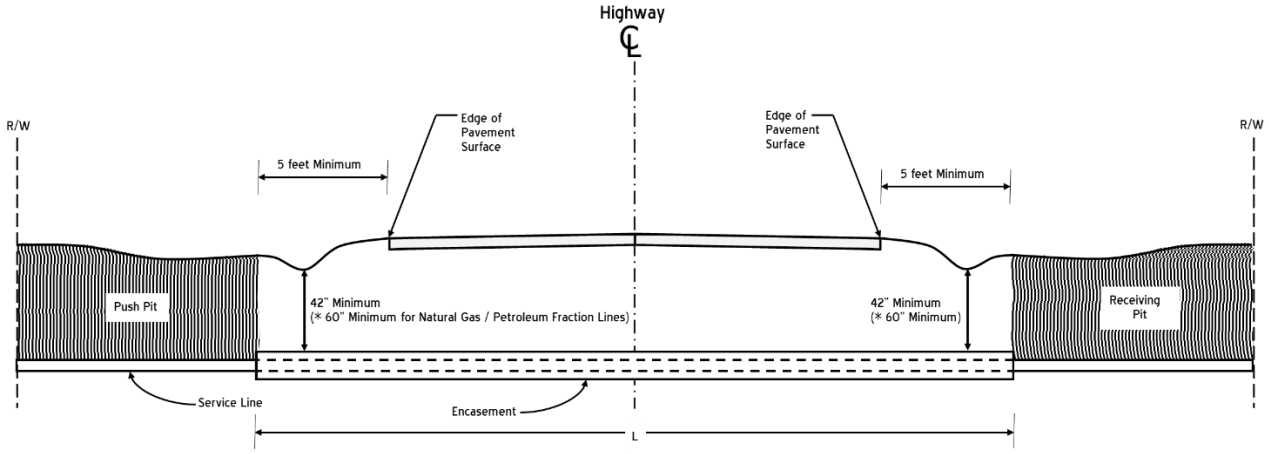
- Push Pit and Receiving Pit shall be backfilled and thoroughly compacted.
- All ditch lines are to remain open at all times and restored to original condition.
- Shape, Seed and Straw all disturbed areas immediately after completing the work.
- Provide traffic control as required to insured the safety of the traveling public in accordance with the current edition of the *Manual on Uniform Traffic Control Devices*.
- The minimum depth for underground utilities is 42" under roadways, ramps, and ditch lines, except for natural gas and petroleum fraction lines which shall have a minimum of 60" cover.
- See KYTC Permits Manual for all requirements and specifications.

Additional Location Information:

Crossing Location	STA. 135+50	STA. 49+40	STA. 81+00	STA. 147+50
County	Bourbon	Harrison	Harrison	Harrison
Route #	353	027	027	027
Mile Point	5.85	11.5	10.9	9.55
Pavement Width	22’	45’	45’	45’
Utility Type	Water Main	Water Main	Water Main	Water Main
Pipe Type	PVC	PVC	PVC	PVC
Diameter	4”	6”	6”	6”
Encasement Type & Diameter	Steel - 8”	Steel - 12”	Steel - 12”	Steel - 12”
Bore Type & Diameter	Jack & Bore - 8”	Jack & Bore - 12”	Jack & Bore - 12”	Jack & Bore - 12”
Length	50’	70’	60’	60’

SECTION 5: DETAIL FOR NON-FULLY CONTROLLED HIGHWAYS

Details for all four crossings are the same and can be found on the attached plan sets, as well as the TC 99-209 Bore Application.



KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF MAINTENANCE – PERMITS BRANCH

Rev. 12/2021

ENCROACHMENT PERMIT GENERAL NOTES & SPECIFICATIONS

KYTC KEPT # _____

	SAFETY
	All signs and control of traffic shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, latest edition, Part VI, and safety requirements shall comply with the Permits Manual. Federal law requires that traffic control shall be implemented in accordance with MUTCD standards and Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction (Standard Specifications) under the supervision of a certified Work Zone Traffic Control Supervisor.
	All work necessary in shoulder or ditch line areas of a state highway shall be scheduled to be promptly completed so that hazards adjacent to the traveled way are kept to an absolute minimum.
	No more than one (1) traveled-lane shall be blocked or obstructed during normal working hours. All signs and flaggers during lane closure shall conform to the MUTCD.
	When necessary to block one (1) traveled-lane of a state highway, the normal working hours shall be as directed by the Department. No lanes shall be blocked or obstructed during adverse weather conditions (rain, snow, fog, etc.) without specific permission from the Department. Working hours shall be between 9 am and 3 pm .
	The traveled-way and shoulders shall be kept clear of mud and other construction debris at all times during construction of the permitted facility.
	No non-construction equipment or vehicles or office trailers shall be allowed on the right of way at any time.
	The right of way shall be left free and clear of equipment, material, and vehicles during non-working hours.
	Before You Dig: The contractor is instructed to call 1-800-752-6007 to reach KY 811, the One-Call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that the owners of underground facilities are not required to be members of the KY 811 One-Call Before U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Clerk to determine what utility companies have facilities in the area.
	Working hours shall be between 9 am and 3 pm.
	Date and time restrictions pertaining to this permit are as follows:
	No explosive devices or explosive material shall be used within state right of way without proper license and approval of the Kentucky Department of Mines and Minerals, Explosive Division.
	The permittee shall meet all applicable federal Occupational Safety and Health Administration standards and Kentucky Occupational Safety and Health standards.
	Other safety requirements pertaining to this permit are as follows: All personnel on state right of way must have the proper PPE on all times for visibility.

	GENERAL
	The permittee shall be responsible for any damage to existing utilities, and any utility modifications or relocations within state right of way necessary, as determined by the Department or by the owner of the utility.
	Whenever materials of an archaeological nature are discovered during the course of construction work or maintenance operations, contact shall be made immediately with the Division of Environmental Analysis. Following this consultation, further action shall be decided on a case-by-case basis by the Department.
	If the activity to which this permit related disturbs one acre of more of land, you must obtain Kentucky Pollutant Discharge Elimination System KYR10 permit. Information can be found at http://water.ky.gov/permitting/Pages/GeneralPermits.aspx
	Other general requirements pertaining to this permit are as follows:
	UTILITIES
	For Non-Fully Controlled Access Highways
	All existing manholes and valve boxes shall be adjusted to be flush with finished grade.
	Encasement pipe shall conform to current standards for highway crossings in accordance with the Permits Manual.
	Underground longitudinal lines shall be located behind the ditch and toe of slope as near to the edge of the right of way as practical or in designated utilty strips. Underground lines shall not be installed longitudinally under pavement, shoulder areas, or ditches.
	Minimum depth for underground utilities is 42", except for electrical lines and natural gas/petroleum fraction lines.
	The minimum depth for underground electrical lines is 60" under roadways, ramps, and ditch lines. The minimum depth for underground electrical lines in all other areas is 42" unless NESC requires additional depth.
	Natural gas and petroleum fraction lines shall have a minimum of 60" cover when located under roadways, ramps and ditch lines, and a minimum of 42" cover in all other areas.
	All pavement cuts shall be restored per Kentucky Transportation Cabinet standards and specifications.
	Overhead crossing of an utility line shall have a minimum clearance of 18 feet or greater per NESC guidelines or applicable codes.
	To the extent possible, maintain at least a 30' clear zone.
	For Fully Controlled Access Highways
	All work necessary within the right-of-way shall be performed behind a temporary fence erected prior to a boring operation. The temporary woven wire fence shall be removed immediately upon completion of work on the right-of-way, and the control of access immediately restored to original condition, in accordance with the Standard Specifications.
	Encasement pipe shall conform to current standards for highway crossings in accordance with the Permits Manual. Encasement pipe shall extend from right-of-way line to right-of-way line and shall be one continuous run of pipe. The encasement pipe shall be welded at all joints.
	All vents, valves, manholes, etc., shall be located outside of the right-of-way.
	Overhead crossing of an utility line shall have a minimum clearance of 24 feet or greater per NESC guidelines or applicable codes.
	Minimum depth for underground utilities is 42", except for electrical lines and natural gas/petroleum fraction lines.
	The minimum depth for underground electrical lines is 60" under roadways, ramps, and ditch lines. The minimum depth for underground electrical lines in all other areas is 42" unless NESC requires additional depth.

	Natural gas and petroleum fraction lines shall have a minimum of 60" cover.
	Other Utility Requirements
	Other utility requirements pertaining to this permit are as follows:
	RIGHT-OF-WAY RESTORATION
	All disturbed portions of the right of way shall be restored to grass as per the Standard Specifications. A satisfactory turf, as determined by the Department, shall be established by the permittee prior to release of indemnity. Sodding or seeding per the specified seed mix shall be used. For urban areas, the seed mix will be modified to only include Fescue and Ryegrass.
	For seeding on slopes 3:1 of less, apply seed mix Type I at a minimum application rate of 100 pounds per acre. Seed Mix Type I: 90% Kentucky 31 Tall Fescue, 10% White Dutch Clover
	For seeding on slopes greater than 3:1 in Districts 4, 5, 6, and 7, apply seed mix Type II at a minimum application rate of 100 pounds per acre. Seed Mix Type II: 90% Kentucky 31 Tall Fescue, 10% Partridge Pea
	For seeding on slopes greater than 3:1 in Districts 1, 2, 3, 8, 9, 10, 11, 12, apply seed mix Type III at a minimum application rate of 100 pounds per acre. If adjacent to crop land or golf course, replace the Partridge Pea with Kentucky 31 Fescue. Seed Mix Type III: 70% Kentucky 31 Tall Fescue, 30% Partridge Pea
	For seeding in residential and urban areas, use seed mix Type IV at an application rate of 275 pounds per acre. Seed Mix Type IV: 95% Turf Type Tall Fescue Blend, 5% White Dutch Clover
	Place straw to an approximate 2-inch loose depth (2 tons per acre).
	Prior to seeding, the ground shall be prepared in accordance with the Standard Specifications.
	Substitutes for sod such as artificial turf, rocked mulch, or paved areas may be acceptable if they are aesthetically pleasing. Substitutes for sod are subject to approval by the Department.
	All ditch-flow lines and all ditch-side slopes shall be sodded.
	Existing concrete right of way monuments shall not be disturbed, but if damaged in any way, they shall be entirely replaced by the permittee with new monuments in accordance with the Standard Specifications. Monuments that are entirely removed shall be re-established in the proper locations by the permittee and to the satisfaction of the Department. All right of way monuments shall be installed by a licensed Land Surveyor.
	Other right-of-way restoration requirements pertaining to this permit are as follows:
	DRAINAGE
	Any negative impacts to existing drainage structures will be the permittee's responsibility to repair in accordance with the Standard Specifications.
	All pipe shall be laid in a straight alignment, to proper grades, and with all materials and methods of installation including bedding and joint seating. Pipe shall not be covered until inspected by the Department and express permission obtained to make backfill. It is the permittee's responsibility to request inspection.

	All gutter lines at the base of new curbs shall be on continuous grades, and pockets of water along curbs or in entrance areas or other paved areas within the right-of-way shall not be acceptable.
	All drainage structures and appurtenances (manholes, catch basins, curbing, inlet basins, etc.) shall conform to the Department specifications and shall be constructed in accordance with current Department Standard Drawings.
	Other drainage requirements pertaining to this permit are as follows:
	PAVING
	No asphalt mixtures shall be placed within the right of way between November 30 and April 1, without the express consent of the Department. No asphalt mixtures shall be placed on any wet surface. No asphalt mixtures shall be placed when weather conditions otherwise prevent the proper handling or finishing of asphalt mixtures. No asphalt mixtures shall be placed when the ambient air and existing surface temperatures on the project are less than those specified below. *Minimum Ambient Air Temperature and Minimum Temperature of the Existing Surface for Placing Asphalt Mixtures* Open-Graded Friction Course (OGFC).....60 °F SMA Base and Surface.....50 °F Asphalt Mixture, Surface (PG76-22).....45 °F Asphalt Mixture, No. 4 Surface.....50 °F Asphalt Mixture, Surface (one inch thick or less).....45 °F Leveling and Wedging and Scratch Course.....45 °F Asphalt Mixture, Surface (thicker than one inch).....40 °F Asphalt Mixture for Pavement Wedge.....40 °F Asphalt Mixture, Base and Binder.....35 °F Asphalt-Treated Drainage Blanket.....35 °F
	Paving within the right of way shall be as follows: Base (Type):__Compacted DGA__, (Thickness)__8 inches__ Surface Base (Type)__Class I Base__ , (Thickness)__3 inches__ Finished Surface (Type)__Class I Surface__, (Thickness)__1 1/2 inches__ If needed, existing pavement and shoulder material shall be removed to accommodate the above paving specifications.
	The finished surface of all new pavement within the right of way shall be true to type, cross-section, alignment, and grade as constructed or reconstructed. The finished surface shall be uniform in density and texture, free of irregularities, and equivalent in riding qualities to the adjacent highway pavement or as determined by the Department.
	All materials and methods of construction, including base and subgrade preparation, shall be in accordance with the Standard Specifications.

	At least 48 hours notice to the Department is required prior to beginning paving operations. Name: Robert Baker Email: RobertA.Baker@ky.gov
	To ensure proper surface drainage, the new pavement shall be flush with the edge of existing highway pavement and shall slope away from the existing edge of the pavement as specified in drawings.
	Existing edge of pavement shall be saw-cut to provide a straight and uniform joint for new pavement. An approved joint sealer, in accordance with the Standard Specifications, shall be applied between new and existing pavements
	Other paving requirements pertaining to this permit are as follows:
	SIDEWALK SPECIFICATIONS
	Pedestrian facilities shall meet American with Disabilities Act accessibility requirements to the maximum extent feasible.
	New Sidewalks
	Sidewalks shall be 5 ft feet in width. Typical Department practice is minimum 5' width.
	Sidewalks shall be constructed of Class A concrete. Sidewalk shall be 4" in thickness, except across entrances. Sidewalks thickness across entrances shall be 8" of concrete on 4" of compacted DGA.
	Sidewalks shall have tooled joints not less than 1 inch in depth at intervals equal or less than the width of the sidewalk being constructed.
	Install 1/2" premolded expansion joint material to the full depth of sidewalk where new sidewalk abuts any rigid structure , such as curbs, columns, buildings, or existing sidewalk.
	All materials and methods of construction, including curing, shall be in accordance with the Standard Specifications.
	Existing Sidewalks
	If existing sidewalks are being relocated, the use of the sidewalk shall not be blocked or obstructed, and a reasonably safe and accessible walkway shall be maintained across the construction area at all times.
	All damaged sections of the sidewalks shall be entirely replaced to match existing sections.
	Other Sidewalk Specifications
	Other sidewalk specifications pertaining to this permit are as follows:
	CURBING
	Bituminous Curbs
	Bituminous concrete curbs shall be given an asphalt paint coat after construction.
	The surface under the bituminous concrete curb shall be tacked at a rate to achieve an undiluted asphalt residue of 0.4 pounds (0.5 gallons) per square yard. Allow the tack to cure before covering it.
	All bituminous curbs shall be constructed of a PG 64-22 asphalt mix, as specified by the Standard Specifications.
	For curbs of constant width, extrude the asphalt sections. In areas inaccessible to the extrusion equipment or off variable widths, hand-placing is allowed. The hand-placed mixture shall be compacted and finished to a dense, uniform section comparable to that of machine-placed mixture.

	Concrete Curbs
	All curbs or curb and gutter shall be constructed of Class A concrete and shall be uniform in height, width, and alignment, true to grade, and satisfactory in finish and appearance as determined by the Department. All materials and methods of construction, including curing, shall be in accordance with the Standard Specifications.
	All concrete curbs shall be 6 inches in width, extend ____ inches above finished grade and 12 inches below finished grade, with all visible edge rounded to 0.5 inch radii.
	The last 3 feet of all concrete curbs are to be tapered down to finished grade.
	Other Curbing Requirements
	Other curbing requirements pertaining to this permit are as follows:
	TRAFFIC
	Any contractor preforming work within the vicinity of Department roadway lighting or traffic signal facilities, must request locates from the District Traffic section at least 1 week in advance on starting work in the right-of-way.
	The permitee must maintain all Department roadway signage that is impacted by the permitted work. In the event that any signs have to be moved to accommodate the scope of the permit, it is the permittee's responsibility to mark the sign's location before removal and install the original or new sign per Department standards for sign installation. All Department roadway signs must be restored to original condition before the permit will is released.
	Any thermoplastic and striping damaged during the encroachment must be restored in a timely manner per Department standards. Stop bars, arrows, and crosswalks must be thermoplastic material, paint is not acceptable. This work must be preformed by a pre-qualified contractor.
	Excavating near a signal, lighting pole, or anchoring facility must be done so that it does not impact the structural integrity of the pole. Any work that requires a temporary support or anchoring must receive prior approval.
	If the scope of the permit involves a signal build or rebuild, it is the permittee's responsibility to apply for power service and pay the monthly bill until the electrical device is formally accepted by the Department. It is the permittee's responsibility to request electrical inspection from the District Traffic section. If the signal modifications require timing or phasing changes, this must be requested at least two weeks in advance of the signal's turn-on date. The Department will not take ownership of permitted signals until the electrical inspection is formally accepted and approved.
	Work which impacts traffic loops requires 48-hour notice to the District Traffic section at 246-2355. Accidental damage of a traffic loop must be reported immediately to the District emergency line at 246-2355. Any disturbed traffic loops must be replaced in a timely manner. Traffic loops out of operation for more than five working days will subject the permittee to the cancellation of the permit. Loop repair must be preformed by a pre-qualified contractor.
	Other traffic requirements pertaining to this permit are as follows:

MISCELLANEOUS

Miscellaneous requirements pertaining to this permit are as follows:

NOTICE TO PERMITTEE

THE PERMITTEE AGREES THAT ALL WORK WITHIN THE EXISTING RIGHT OF WAY SHALL BE DONE IN ACCORDANCE WITH PLANS AS APPROVED AND PERMITTED BY AN ENCROACHMENT PERMIT. THE PERMITTEE SHALL MEET ALL DEPARTMENT POLICIES, STANDARD DRAWINGS, AND STANDARD SPECIFICATIONS. ANY CHANGES OR VARIANCES MADE AT THE TIME OF CONSTRUCTION WITHOUT WRITTEN APPROVAL FROM THE DEPARTMENT OF HIGHWAYS SHALL BE REMOVED BY THE PERMITTEE AT NO EXPENSE TO THE DEPARTMENT OF HIGHWAYS AND SHALL BE REDONE BY THE PERMITTEE TO CONFORM WITH THE APPROVED PLANS.

FEDERAL WAGE RATES

"General Decision Number: KY20260038 05/18/2026

State: Kentucky

Construction Types: Highway

Counties: Kentucky Counties of
Anderson, Bath, Bourbon, Boyd, Boyle,
Bracken, Breckinridge, Bullitt, Carroll,
Carter, Clark, Elliott, Fayette,
Fleming, Franklin, Gallatin, Grant,
Grayson, Greenup, Hardin, Harrison,
Henry, Jefferson, Jessamine, Larue,
Lewis, Madison, Marion, Mason, Meade,
Mercer, Montgomery, Nelson, Nicholas,
Oldham, Owen, Robertson, Rowan, Scott,
Shelby, Spencer, Trimble, Washington and
Woodford

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

BRIN0004-003 06/01/2024

	Rates	Fringes
BRICKLAYER (BRECKENRIDGE COUNTY)	$ 33.70	16.57

BRKY0001-005 06/01/2024

	Rates	Fringes
BRICKLAYER (BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, & TRIMBLE COUNTIES)	$ 35.00	17.13

BRKY0002-006 06/01/2024

	Rates	Fringes
BRICKLAYER (BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES)	$ 35.00	17.13

BRKY0007-004 06/01/2024

	Rates	Fringes
BRICKLAYER (BOYD, CARTER, ELLIOT, FLEMING, GREENUP, LEWIS & ROWAN COUNTIES)	$ 41.05	21.79

BRKY0017-004 06/01/2024

	Rates	Fringes
BRICKLAYER (ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN, HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS, OWEN, SCOTT, WASHINGTON & WOODFORD COUNTIES)	$ 35.00	17.13

CARP0064-001 04/01/2025

	Rates	Fringes
PILEDRIVERMAN	$ 34.39	24.06
DIVER	$ 51.21	24.06
CARPENTER	$ 33.89	24.06

ELEC0212-008 06/02/2025

	Rates	Fringes
ELECTRICIAN (BRACKEN, GALLATIN AND GRANT COUNTIES)	$ 38.05	22.97

ELEC0212-014 11/27/2023

	Rates	Fringes
SOUND & COMMUNICATION TECHNICIAN (BRACKEN, GALLATIN & GRANT COUNTIES)	$ 27.20	14.54

ELEC0317-012 06/02/2025

	Rates	Fringes
ELECTRICIAN: WIREMEN (BOYD, CARTER, ELLIOT & ROWAN COUNTIES)	$ 41.15	29.35

ELEC0369-007 05/27/2025

	Rates	Fringes
ELECTRICIAN (ANDERSON, BATH, BOURBON, BOYLE, BRECKINRIDGE, BULLITT, CARROLL, CLARK, FAYETTE, FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN, ROBERTSON, SCOTT, SHELBY, SPENCER, TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:)	$ 40.96	22.44

ELEC0575-002 05/29/2023

	Rates	Fringes
ELECTRICIAN (FLEMING, GREENUP, LEWIS & MASON COUNTIES)	$ 37.00	22.26

ENGI0181-018 07/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR GROUP 4 BITUMINOUS DISTRIBUTOR; BURLAP & CURING MACHINE; CEMENT GUN; CONCRETE SAW; CONVEYOR; DECKHAND OILER; GROUT PUMP; HYDRAULIC POST DRIVER; HYDRO SEEDER; MUD JACK; OILER; PAVING JOINT MACHINE; POWER FORM HANDLING EQUIPMENT; PUMP; ROLLER (EARTH); STEERMAN; TAMPING MACHINE; TRACTOR (UNDER 50 H.P.); & VIBRATOR CRANES - WITH BOOMS 150 FT. & OVER (INCLUDING JIB), AND WHERE THE LENGTH OF THE BOOM IN COMBINATION WITH THE LENGTH OF THE PILING LEADS EQUALS OR EXCEEDS 150 FT. - $1.00 OVER GROUP 1 RATE EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK	$ 38.37	19.60
POWER EQUIPMENT OPERATOR GROUP 3 ALL OFF ROAD MATERIAL HANDLING EQUIPMENT, INCLUDING ARTICULATING DUMP TRUCKS; GREASER ON GREASE FACILITIES SERVICING HEAVY EQUIPMENT CRANES - WITH BOOMS 150 FT. & OVER (INCLUDING JIB), AND WHERE THE LENGTH OF THE BOOM IN COMBINATION WITH THE LENGTH OF THE PILING LEADS EQUALS OR EXCEEDS 150 FT. - $1.00 OVER GROUP		

1 RATE EMPLOYEES ASSIGNED TO WORK BELOW GROUND
LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE.
THIS DOES NOT APPLY TO OPEN CUT WORK.....$ 39.14 19.60
POWER EQUIPMENT OPERATOR GROUP 2 AIR COMPRESSOR
(OVER 900 CU. FT. PER MIN.); BITUMINOUS MIXER; BOOM
TYPE TAMPING MACHINE; BULL FLOAT; CONCRETE MIXER
(UNDER 21 CU. FT.); DREDGE ENGINEER; ELECTRIC
VIBRATOR; COMPACTOR/SELF-PROPELLED COMPACTOR;
ELEVATOR (ONE DRUM OR BUCK HOIST); ELEVATOR (WHEN
USED TO HOIST BUILDING MATERIAL); FINISH MACHINE;
FIREMEN & HOIST (ONE DRUM); FLEXPLANE; FORKLIFT
(REGARDLESS OF LIFT HEIGHT); FORM GRADER; JOINT
SEALING MACHINE; OUTBOARD MOTOR BOAT; POWER SWEEPER
(RIDING TYPE); ROLLER (ROCK); ROSS CARRIER; SKID
MOUNTED OR TRAILER MOUNTED CONRETE PUMP; SKID STEER
MACHINE WITH ALL ATTACHMENTS; SWITCHMAN OR
BRAKEMAN; THROTTLE VALVE PERSON; TRACTAIR & ROAD
WIDENING TRENCHER; TRACTOR (50 H.P. OR OVER); TRUCK
CRANE OILER; TUGGER; WELDING MACHINE; WELL POINTS;
& WHIRLEY OILER CRANES - WITH BOOMS 150 FT. &
OVER (INCLUDING JIB), AND WHERE THE LENGTH OF THE
BOOM IN COMBINATION WITH THE LENGTH OF THE PILING
LEADS EQUALS OR EXCEEDS 150 FT. - $1.00 OVER GROUP
1 RATE EMPLOYEES ASSIGNED TO WORK BELOW GROUND
LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE.
THIS DOES NOT APPLY TO OPEN CUT WORK.....$ 38.69 19.60
POWER EQUIPMENT OPERATOR GROUP 1 A-FRAME WINCH
TRUCK; AUTO PATROL; BACKFILLER; BATCHER PLANT;
BITUMINOUS PAVER; BITUMINOUS TRANSFER MACHINE; BOOM
CAT; BULLDOZER; MECHANIC; CABLEWAY; CARRY-ALL
SCOOP; CARRY DECK CRANE; CENTRAL COMPRESSOR PLANT;
CHERRY PICKER; CLAMSHELL; CONCRETE MIXER (21 CU.
FT. OR OVER); CONCRETE PAVER; TRUCK-MOUNTED
CONCRETE PUMP; CORE DRILL; CRANE; CRUSHER PLANT;
DERRICK; DERRICK BOAT; DITCHING & TRENCHING
MACHINE; DRAGLINE; DREDGE OPERATOR; DREDGE
ENGINEER; ELEVATING GRADER & LOADERS; GRADE-ALL;
GURRIES; HEAVY EQUIPMENT ROBOTICS
OPERATOR/MECHANIC; HIGH LIFT; HOE-TYPE MACHINE;
HOIST (TWO OR MORE DRUMS); HOISTING ENGINE (TWO OR
MORE DRUMS); HORIZONTAL DIRECTIONAL DRILL OPERATOR;
HYDROCRANE; HYSTER; KECAL LOADER; LETOURNEAU;
LOCOMOTIVE; MECHANIC; MECHANICALLY OPERATED LASER
SCREED; MECHANIC WELDER; MUCKING MACHINE; MOTOR
SCRAPER; ORANGEPEEL BUCKET; OVERHEAD CRANE;
PILEDRIVER; POWER BLADE; PUMPCRETE; PUSH DOZER;
ROCK SPREADER, ATTACHED TO EQUIPMENT; ROTARY DRILL;
ROLLER (BITUMINOUS); ROUGH TERRAIN CRANE;
SCARIFIER; SCOOPMOBILE; SHOVEL; SIDE BOOM;
SUBGRADER; TAILBOOM; TELESCOPING TYPE FORKLIFT; TOW
OR PUSH BOAT; TOWER CRANE (FRENCH, GERMAN & OTHER
TYPES); TRACTOR SHOVEL; TRUCK CRANE; TUNNEL MINING
MACHINES, INCLUDING MOLES, SHIELDS OR SIMILAR TYPES
OF TUNNEL MINING EQUIPMENT CRANES - WITH BOOMS
150 FT. & OVER (INCLUDING JIB), AND WHERE THE
LENGTH OF THE BOOM IN COMBINATION WITH THE LENGTH
OF THE PILING LEADS EQUALS OR EXCEEDS 150 FT. -
$1.00 OVER GROUP 1 RATE EMPLOYEES ASSIGNED TO WORK
BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC
WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.....$ 41.55 19.60

 IRON0044-009 06/01/2025

Rates Fringes

IRONWORKER: STRUCTURAL (BRACKEN, GALLATIN, GRANT,

HARRISON, ROBERTSON, BOURBON (NORTHERN THIRD, INCLUDING TOWNSHIPS OF JACKSON, MILLERSBURG, RUDDEL MILLS & SHAWHAN); CARROLL (EASTERN THIRD, INCLUDING THE TOWNSHIP OF GHENT); FLEMING (WESTERN PART, EXCLUDING TOWNSHIPS OF BEECHBURG, COLFAX, ELIZAVILLE, FLEMINGSBURG, FLEMINGSBURG JUNCTION, FOXPORT, GRANGE CITY, HILLSBORO, HILLTOP, MOUNT CARMEL, MUSES MILLS, NEPTON, PECKSRIDGE, PLUMMERS LANDING, PLUMMERS MILL, POPLAR PLAINS, RINGOS MILLS, TILT.....$ 37.77 23.90

IRONWORKER: FENCE ERECTOR (BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON, BOURBON (NORTHERN THIRD, INCLUDING TOWNSHIPS OF JACKSON, MILLERSBURG, RUDDEL MILLS & SHAWHAN); CARROLL (EASTERN THIRD, INCLUDING THE TOWNSHIP OF GHENT); FLEMING (WESTERN PART, EXCLUDING TOWNSHIPS OF BEECHBURG, COLFAX, ELIZAVILLE, FLEMINGSBURG, FLEMINGSBURG JUNCTION, FOXPORT, GRANGE CITY, HILLSBORO, HILLTOP, MOUNT CARMEL, MUSES MILLS, NEPTON, PECKSRIDGE, PLUMMERS LANDING, PLUMMERS MILL, POPLAR PLAINS, RINGOS MILLS, T.....$ 35.88 23.90

IRON0070-006 06/01/2025

	Rates	Fringes
IRONWORKER (ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN, GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE, WASHINGTON & WOODFORD BOURBON (SOUTHERN TWO-THIRDS, INCLUDING TOWNSHIPS OF AUSTERLITY, CENTERVILLE, CLINTONVILLE, ELIZABETH, HUTCHISON, LITTLEROCK, NORTH MIDDLETOWN & PARIS); CARROLL (WESTERN TWO-THIRDS, INCLUDING TOWNSHIPS OF CARROLLTON, EASTERDAY, ENGLISH, LOCUST, LOUIS, PRESTONVILLE &amp.....)	$ 36.17	25.80

IRON0769-007 06/01/2025

	Rates	Fringes
IRONWORKER ZONE 3	$ 41.70	29.59
IRONWORKER ZONE 2	$ 40.10	29.59
IRONWORKER ZONE 1	$ 39.70	29.59

LABO0189-003 07/01/2025

	Rates	Fringes
LABORERS: GROUP 4 CAISSON WORKER (FREE AIR); CEMENT FINISHER; ENVIRONMENTAL - NUCLEAR, RADIATION, TOXIC & HAZARDOUS WASTE - LEVELS A & B; MINER & DRILLER (FREE AIR); TUNNEL BLASTER; & TUNNEL MUCKER (FREE AIR); DIRECTIONAL & HORIZONTAL BORING; AIR TRACK DRILLERS (ALL TYPES); POWDERMEN & BLASTERS; TROXLER & CONCRETE TESTER IF LABORER IS UTILIZED (BATH, BOURBON, BOYD, BOYLE, BRACKEN, CARTER, CLARK, ELLIOTT, FAYETTE, FLEMING, FRANKLIN, GALLATIN, GRANT, GREENUP, HARRISON, JESSAMINE, LEWIS, MADISON, MASON, MERCER, MONTGOMERY, NICHOLAS, OWEN, ROBERTSON, ROWAN, SCOTT, & WOOLFORD COUNTIES)	$ 27.77	19.66
LABORERS: GROUP 3 ASPHALT LUTEMAN & RAKER; GUNNITE NOZZLEMAN; GUNNITE OPERATOR & MIXER; GROUT PUMP OPERATOR; SIDE RAIL SETTER; RAIL PAVED DITCHES; SCREW OPERATOR; TUNNEL (FREE AIR); WATER BLASTER (BATH, BOURBON, BOYD, BOYLE, BRACKEN, CARTER, CLARK, ELLIOTT, FAYETTE, FLEMING, FRANKLIN,		

GALLATIN, GRANT, GREENUP, HARRISON, JESSAMINE,
LEWIS, MADISON, MASON, MERCER, MONTGOMERY,
NICHOLAS, OWEN, ROBERTSON, ROWAN, SCOTT, & WOOLFORD
COUNTIES).....$ 27.17 19.66
LABORERS: GROUP 2 BATTER BOARD MAN (SANITARY &
STORM SEWER); BRICKMASON TENDER; MORTAR MIXER
OPERATOR; SCAFFOLD BUILDER; BURNER & WELDER;
BUSHAMMER; CHAIN SAW OPERATOR; CONCRETE SAW
OPERATOR; DECKHAND SCOW MAN; DRY CEMENT HANDLER;
ENVIRONMENTAL - NUCLEAR, RADIATION, TOXIC &
HAZARDOUS WASTE - LEVEL C; FORKLIFT OPERATOR FOR
MASONARY; FORM SETTER; GREEN CONCRETE CUTTING; HAND
OPERATED GROUTER & GRINDER MACHINE OPERATOR;
JACKHAMMER; PAVEMENT BREAKER; PAVING JOINT MACHINE;
PIPELAYER; PLASTIC PIPE FUSION; POWER DRIVEN
GEORGIA BUGGY & WHEEL BARROW; POWER POST HOLE
DIGGER; PRECAST MANHOLE SETTER; WALK-BEHIND TAMPER;
WALK-BEHIND TRENCHER; SAND BLASTER; CONCRETE
CHIPPER; SURFACE GRINDER; VIBRATOR OPERATOR; WAGON
DRILLER (BATH, BOURBON, BOYD, BOYLE, BRACKEN,
CARTER, CLARK, ELLIOTT, FAYETTE, FLEMING, FRANKLIN,
GALLATIN, GRANT, GREENUP, HARRISON, JESSAMINE,
LEWIS, MADISON, MASON, MERCER, MONTGOMERY,
NICHOLAS, OWEN, ROBERTSON, ROWAN, SCOTT, & WOOLFORD
COUNTIES).....$ 27.12 19.66
LABORERS: GROUP 1 AGING & CURING OF CONCRETE;
ASBESTOS ABATEMENT WORKER; ASPHALT PLANT; ASPHALT;
BATCH TRUCK DUMP; CARPENTER TENDER; CEMENT MASON
TENDER; CLEANING OF MACHINES; CONCRETE; DEMOLITION;
DREDGING; ENVIRONMENTAL - NUCLEAR, RADIATION, TOXIC
& HAZARDOUS WASTE - LEVEL D; FLAGPERSON; GRADE
CHECKER; HAND DIGGING & HAND BACK FILLING; HIGHWAY
MARKER PLACER; LANDSCAPING, MESH HANDLER & PLACER;
PUDDLER; RAILROAD; RIP-RAP & GROUTER; RIGHT-OF-WAY;
SIGN, GUARD RAIL & FENCE INSTALLER; SIGNAL PERSON;
SOUND BARRIER INSTALLER; STORM & SANITARY SEWER;
SWAMPER; TRUCK SPOTTER & DUMPER; WRECKING OF
CONCRETE FORMS; GENERAL CLEANUP (BATH, BOURBON,
BOYD, BOYLE, BRACKEN, CARTER, CLARK, ELLIOTT,
FAYETTE, FLEMING, FRANKLIN, GALLATIN, GRANT,
GREENUP, HARRISON, JESSAMINE, LEWIS, MADISON,
MASON, MERCER, MONTGOMERY, NICHOLAS, OWEN,
ROBERTSON, ROWAN, SCOTT, & WOOLFORD COUNTIES).....$ 26.87 19.66

LABO0189-008 07/01/2025

Rates Fringes

LABORERS: GROUP 4 CAISSON WORKER (FREE AIR); CEMENT
FINISHER; ENVIRONMENTAL - NUCLEAR, RADIATION, TOXIC
& HAZARDOUS WASTE - LEVELS A & B; MINER & DRILLER
(FREE AIR); TUNNEL BLASTER; & TUNNEL MUCKER (FREE
AIR); DIRECTIONAL & HORIZONTAL BORING; AIR TRACK
DRILLERS (ALL TYPES); POWDERMEN & BLASTERS; TROXLER
& CONCRETE TESTER IF LABORER IS UTILIZED
(ANDERSON, BULLITT, CARROLL, HARDIN, HENRY,
JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM,
SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES).....$ 27.77 19.66
LABORERS: GROUP 3 ASPHALT LUTEMAN & RAKER; GUNNITE
NOZZLEMAN; GUNNITE OPERATOR & MIXER; GROUT PUMP
OPERATOR; SIDE RAIL SETTER; RAIL PAVED DITCHES;
SCREW OPERATOR; TUNNEL (FREE AIR); WATER BLASTER
(ANDERSON, BULLITT, CARROLL, HARDIN, HENRY,
JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM,
SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES).....$ 27.17 19.66
LABORERS: GROUP 2 BATTER BOARD MAN (SANITARY &

STORM SEWER); BRICKMASON TENDER; MORTAR MIXER
OPERATOR; SCAFFOLD BUILDER; BURNER & WELDER;
BUSHAMMER; CHAIN SAW OPERATOR; CONCRETE SAW
OPERATOR; DECKHAND SCOW MAN; DRY CEMENT HANDLER;
ENVIRONMENTAL - NUCLEAR, RADIATION, TOXIC &
HAZARDOUS WASTE - LEVEL C; FORKLIFT OPERATOR FOR
MASONARY; FORM SETTER; GREEN CONCRETE CUTTING; HAND
OPERATED GROUTER & GRINDER MACHINE OPERATOR;
JACKHAMMER; PAVEMENT BREAKER; PAVING JOINT MACHINE;
PIPELAYER; PLASTIC PIPE FUSION; POWER DRIVEN
GEORGIA BUGGY & WHEEL BARROW; POWER POST HOLE
DIGGER; PRECAST MANHOLE SETTER; WALK-BEHIND TAMPER;
WALK-BEHIND TRENCHER; SAND BLASTER; CONCRETE
CHIPPER; SURFACE GRINDER; VIBRATOR OPERATOR; WAGON
DRILLER (ANDERSON, BULLITT, CARROLL, HARDIN,
HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON,
OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON
COUNTIES).....$ 27.12 19.66
LABORERS: GROUP 1 AGING & CURING OF CONCRETE;
ASBESTOS ABATEMENT WORKER; ASPHALT PLANT; ASPHALT;
BATCH TRUCK DUMP; CARPENTER TENDER; CEMENT MASON
TENDER; CLEANING OF MACHINES; CONCRETE; DEMOLITION;
DREDGING; ENVIRONMENTAL - NUCLEAR, RADIATION, TOXIC
& HAZARDOUS WASTE - LEVEL D; FLAGPERSON; GRADE
CHECKER; HAND DIGGING & HAND BACK FILLING; HIGHWAY
MARKER PLACER; LANDSCAPING, MESH HANDLER & PLACER;
PUDDLER; RAILROAD; RIP-RAP & GROUTER; RIGHT-OF-WAY;
SIGN, GUARD RAIL & FENCE INSTALLER; SIGNAL PERSON;
SOUND BARRIER INSTALLER; STORM & SANITARY SEWER;
SWAMPER; TRUCK SPOTTER & DUMPER; WRECKING OF
CONCRETE FORMS; GENERAL CLEANUP (ANDERSON,
BULLITT, CARROLL, HARDIN, HENRY, JEFFERSON, LARUE,
MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER,
TRIMBLE & WASHINGTON COUNTIES).....$ 26.87 19.66

LABO0189-009 07/01/2025

Rates Fringes

LABORERS: GROUP 4 CAISSON WORKER (FREE AIR); CEMENT
FINISHER; ENVIRONMENTAL - NUCLEAR, RADIATION, TOXIC
& HAZARDOUS WASTE - LEVELS A & B; MINER & DRILLER
(FREE AIR); TUNNEL BLASTER; & TUNNEL MUCKER (FREE
AIR); DIRECTIONAL & HORIZONTAL BORING; AIR TRACK
DRILLERS (ALL TYPES); POWDERMEN & BLASTERS; TROXLER
& CONCRETE TESTER IF LABORER IS UTILIZED
(BRECKINRIDGE & GRAYSON COUNTIES).....$ 27.77 19.66
LABORERS: GROUP 3 ASPHALT LUTEMAN & RAKER; GUNNITE
NOZZLEMAN; GUNNITE OPERATOR & MIXER; GROUT PUMP
OPERATOR; SIDE RAIL SETTER; RAIL PAVED DITCHES;
SCREW OPERATOR; TUNNEL (FREE AIR); WATER BLASTER
(BRECKINRIDGE & GRAYSON COUNTIES).....$ 27.17 19.66
LABORERS: GROUP 2 BATTER BOARD MAN (SANITARY &
STORM SEWER); BRICKMASON TENDER; MORTAR MIXER
OPERATOR; SCAFFOLD BUILDER; BURNER & WELDER;
BUSHAMMER; CHAIN SAW OPERATOR; CONCRETE SAW
OPERATOR; DECKHAND SCOW MAN; DRY CEMENT HANDLER;
ENVIRONMENTAL - NUCLEAR, RADIATION, TOXIC &
HAZARDOUS WASTE - LEVEL C; FORKLIFT OPERATOR FOR
MASONARY; FORM SETTER; GREEN CONCRETE CUTTING; HAND
OPERATED GROUTER & GRINDER MACHINE OPERATOR;
JACKHAMMER; PAVEMENT BREAKER; PAVING JOINT MACHINE;
PIPELAYER; PLASTIC PIPE FUSION; POWER DRIVEN
GEORGIA BUGGY & WHEEL BARROW; POWER POST HOLE
DIGGER; PRECAST MANHOLE SETTER; WALK-BEHIND TAMPER;
WALK-BEHIND TRENCHER; SAND BLASTER; CONCRETE

CHIPPER; SURFACE GRINDER; VIBRATOR OPERATOR; WAGON
DRILLER (BRECKINRIDGE & GRAYSON COUNTIES).....$ 27.12 19.66
LABORERS: GROUP 1 AGING & CURING OF CONCRETE;
ASBESTOS ABATEMENT WORKER; ASPHALT PLANT; ASPHALT;
BATCH TRUCK DUMP; CARPENTER TENDER; CEMENT MASON
TENDER; CLEANING OF MACHINES; CONCRETE; DEMOLITION;
DREDGING; ENVIRONMENTAL - NUCLEAR, RADIATION, TOXIC
& HAZARDOUS WASTE - LEVEL D; FLAGPERSON; GRADE
CHECKER; HAND DIGGING & HAND BACK FILLING; HIGHWAY
MARKER PLACER; LANDSCAPING, MESH HANDLER & PLACER;
PUDDLER; RAILROAD; RIP-RAP & GROUTER; RIGHT-OF-WAY;
SIGN, GUARD RAIL & FENCE INSTALLER; SIGNAL PERSON;
SOUND BARRIER INSTALLER; STORM & SANITARY SEWER;
SWAMPER; TRUCK SPOTTER & DUMPER; WRECKING OF
CONCRETE FORMS; GENERAL CLEANUP (BRECKINRIDGE &
GRAYSON COUNTIES).....$ 26.87 19.66

PAIN0012-005 06/11/2005

	Rates	Fringes
PAINTER: SPRAY (BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN, HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS, ROBERTSON, SCOTT & WOODFORD COUNTIES)	$ 21.80	5.90
PAINTER: SANDBLASTING & WATERBLASTING (BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN, HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS, ROBERTSON, SCOTT & WOODFORD COUNTIES)	$ 22.05	5.90
PAINTER: ELEVATED TANKS; STEEPLEJACK WORK; BRIDGE & LEAD ABATEMENT (BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN, HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS, ROBERTSON, SCOTT & WOODFORD COUNTIES:)	$ 22.30	5.90
PAINTER: BRUSH & ROLLER (BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN, HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS, ROBERTSON, SCOTT & WOODFORD COUNTIES)	$ 21.30	5.90
PAINTER: BRIDGE/EQUIPMENT TENDER AND/OR CONTAINMENT BUILDER (BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN, HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS, ROBERTSON, SCOTT & WOODFORD COUNTIES:)	$ 18.90	5.90

PAIN0012-017 05/01/2015

	Rates	Fringes
PAINTER, HEAVY & HIGHWAY BRIDGES - GUARDRAILS - LIGHTPOLES - STRIPING: SPRAY (BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES)	$ 23.89	9.06
PAINTER, HEAVY & HIGHWAY BRIDGES - GUARDRAILS - LIGHTPOLES - STRIPING: SANDBLASTING & WATER BLASTING (BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES)	$ 24.14	9.06
PAINTER, HEAVY & HIGHWAY BRIDGES - GUARDRAILS - LIGHTPOLES - STRIPING: ELEVATED TANKS; STEEPLEJACK WORK; BRIDGE & LEAD ABATEMENT (BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES)	$ 24.39	9.06
PAINTER, HEAVY & HIGHWAY BRIDGES - GUARDRAILS - LIGHTPOLES - STRIPING: BRUSH & ROLLER (BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES)	$ 23.39	9.06
PAINTER, HEAVY & HIGHWAY BRIDGES - GUARDRAILS - LIGHTPOLES - STRIPING: BRIDGE EQUIPMENT TENDER AND CONTAINMENT BUILDER (BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES)	$ 20.73	9.06

PAIN0118-004 06/01/2018

	Rates	Fringes
PAINTER: SPRAY, SANDBLAST, POWER TOOLS, WATERBLAST & STEAM CLEANING (ANDERSON, BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES:)	$ 23.00	12.52
PAINTER: BRUSH & ROLLER (ANDERSON, BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES)	$ 22.00	12.52

PAIN1072-003 12/01/2024

	Rates	Fringes
PAINTERS: POWER GENERATING FACILITIES (BOYD, CARTER, ELLIOTT, GREENUP, LEWIS AND ROWAN COUNTIES).	$ 34.29	23.95
PAINTERS: BRIDGES; LOCKS; DAMS; TENSION TOWERS & ENERGIZED SUBSTATIONS (BOYD, CARTER, ELLIOTT, GREENUP, LEWIS AND ROWAN COUNTIES)	$ 37.53	23.95

PLUM0248-003 06/01/2025

	Rates	Fringes
PLUMBER AND STEAMFITTER (BOYD, CARTER, ELLIOTT, GREENUP, LEWIS & ROWAN COUNTIES)	$ 42.75	25.76

PLUM0392-007 06/01/2025

	Rates	Fringes
PLUMBERS AND PIPEFITTERS (BRACKEN, CARROLL (EASTERN HALF), GALLATIN, GRANT, MASON, OWEN & ROBERTSON COUNTIES)	$ 43.30	27.40

PLUM0502-003 08/01/2024

	Rates	Fringes
PLUMBER (BRECKINRIDGE, BULLITT, CARROLL (WESTERN HALF), FRANKLIN (WESTERN THREE-FOURTHS), GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES)	$ 41.90	24.89

SUKY2010-160 10/08/2001

	Rates	Fringes
TRUCK DRIVERS: GROUP 4 Euclid & Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement Breaker	$ 16.96	7.34
TRUCK DRIVERS: GROUP 3 Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic	$ 16.86	7.34
TRUCK DRIVERS: GROUP 2 Greaser; Tire Changer; & Mechanic Tender	$ 16.68	7.34
TRUCK DRIVERS: GROUP 1 Mobile Batch Truck Tender	$ 16.57	7.34

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes

over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification

and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION

"

RURAL DEVELOPMENT
BUILD AMERICA, BUY AMERICA ACT SAMPLE DOCUMENTS

DOMESTIC PREFERENCE *DE MINIMIS* LIST FORMAT

Notes to User: This exhibit is an example format for Contractors to use in maintaining a list of items to document the use of the De Minimis waiver of the Domestic Preference requirements. This list or similar is required to be filled out throughout the construction Contract as needed. The State Engineer may periodically ask to review this information. At the Contract completion, this list, along with all Manufacturers' certifications, are to be given to the Engineer for delivery to the Owner. This list is applicable for projects governed by BABAA. USDA-RD State Office can provide guidance if AIS applies to the project instead.

DE MINIMIS COSTING WORKSHEET

Project Name: _____

Contract Name/# (if more than one) _____

Contractor (Company Name): _____

Representative: _____

Date: _____

Total Project Costs : $ _____

Allowable Total *De Minimis* Costs (5% of project costs) $ _____

Total Cost of all *De Minimis* Items $ _____

Remaining Amount Allowed for Future *De Minimis* Items $ _____

No.	Detailed Description and Manufacturer or Local Source of *De Minimis* Material	Quantity	Cost Per Item	Total Item Cost
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

SAMPLE LANGUAGE FOR CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Notes to User: This exhibit provides sample language that the Contractor can use to certify compliance with the Build America Buy America Act requirements. Note that the language can be modified (for example if the project is subject to AIS the BABAA reference should be replaced with language such as "American Iron and Steel (AIS) requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 and subsequent annual appropriations for WWD programs"). A certification is to be provided by Contractor to Engineer for delivery to the Owner and Agency at Substantial Completion. The certification should be on letterhead and should be signed and dated by an authorized company representative.

Project Name
Owner / Applicant
Contract Number

I hereby certify, that to the best of my knowledge and belief, all Iron and Steel products, Manufactured Products, and Construction Materials installed for this project by my company and by any and all subcontractors and Manufacturers my company has contracted with for this project comply with the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953 or are the subject of a waiver approved by the Secretary of Agriculture or designee.

SAMPLE LANGUAGE FOR MANUFACTURER'S CERTIFICATION OF COMPLIANCE

Notes to User: This exhibit provides sample language for the Manufacturer's Certification of Compliance with Domestic Preference requirements. Contractor should ensure that Engineer has an approved Manufacturers' Certification prior to any domestic preference item being delivered to the project site. The Manufacturer's Certification should be on letterhead and should indicate the project, specific item being certified, reference which domestic preference requirement is being certified and be signed by an authorized company representative. The Manufacturer's Certification may include multiple domestic preference requirements. It is important for the governing domestic preference requirement (whether AIS, BABAA or other) to be clearly included within the certification.

Date:

Company Name:

Company Address:

Subject: Domestic Preference Requirement Certification for {*Owner's Name* and *Project Name (City, State)}* Certification for Project (X), Owner's Name, and Contract Number
Sample text:

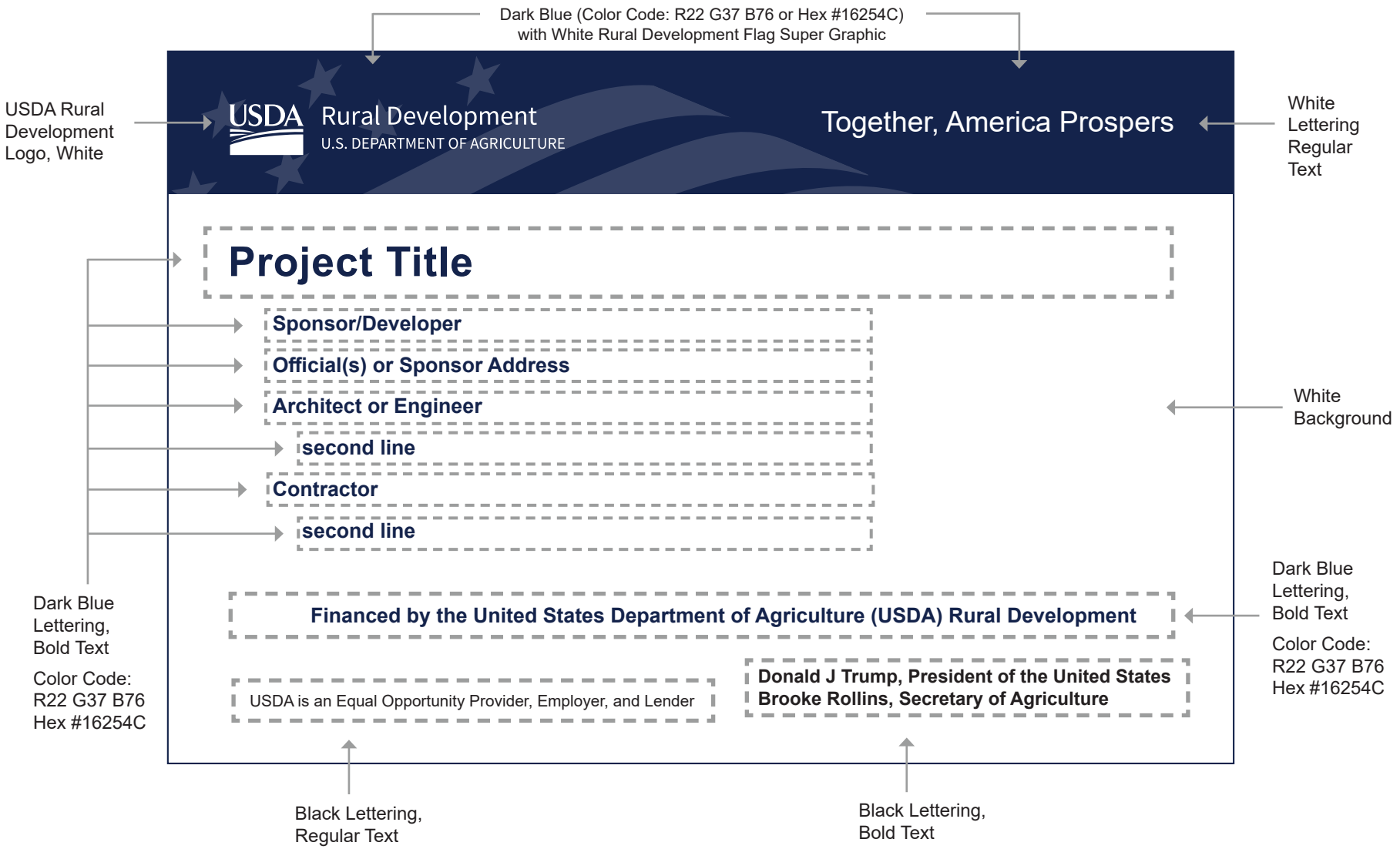
I hereby certify that the following product(s) and / or material(s) shipped or provided for the subject project are in full compliance with the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953.

[List common name of items, products and/or materials]

TEMPORARY CONSTRUCTION SIGN FOR RURAL DEVELOPMENT PROJECTS

Temporary Construction Sign for Rural Development Projects

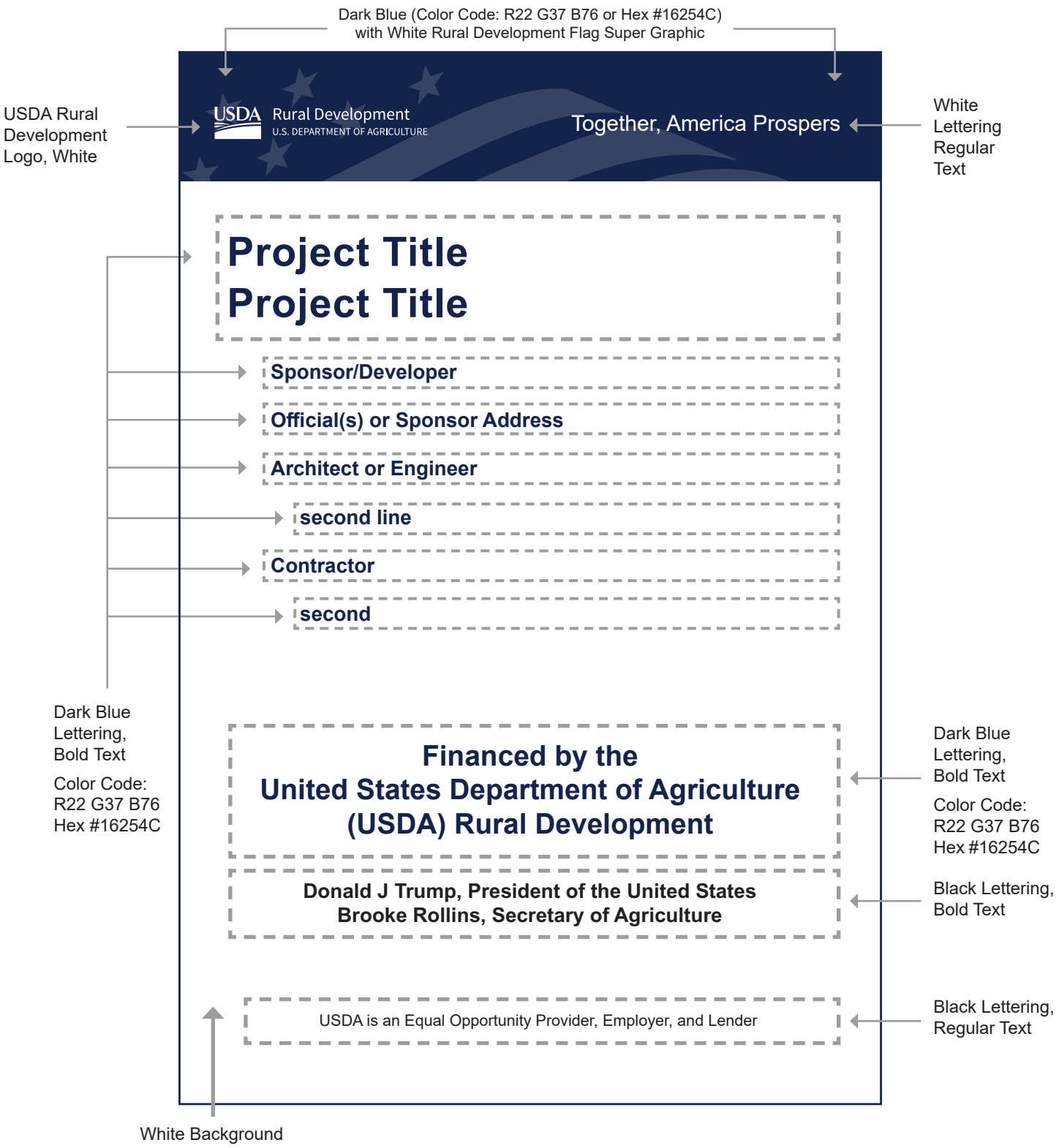
Recommended Font: Arial



SIGN DIMENSIONS: 1200mm x 2400mm x 19mm (approx.4’ x 8’ x 3/4)
PLYWOOD PANEL (APA RATED A+B GRADE-EXTERIOR)

Temporary Construction Sign for Rural Development Projects

Recommended Font: Arial



SIGN DIMENSIONS: 2400mm x 1200mm x 19mm (approx.8'x 4' x 3/4")
PLYWOOD PANEL (APA RATED A+B GRADE-EXTERIOR)

SECTION 33 00 10

BURIED PIPING AND APPURTENANCES

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. All underground piping, valves, and appurtenances of every description.
   2. Excavation, dewatering, and backfilling for all work under this section unless otherwise noted.
   3. Underground piping connections to all equipment, whether furnished under this section or not.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

C. Measurement and Payment: Payment for all work, including materials, equipment, and miscellaneous items necessary to complete the installation, will be made at the Unit Price Bid for buried piping and appurtenances.

1.02 REFERENCED SPECIFICATIONS

A. KYTC Specifications in the Standard Specifications shall refer to the State of Kentucky Department of Transportation, Division of Highways, Standard Specifications for Highway and Structure Construction, Latest Edition.

PART 2–PRODUCTS

2.01 MATERIALS OF CONSTRUCTION

A. All materials used in the manufacture, assembly, and painting of piping and valves in contact with water shall be compatible with potable water supplies and in contact with chemical feed systems shall be compatible with the chemicals being used. All glues, solvents, solders, etc., shall likewise be compatible. For instance, no lead-base solders shall be used. All materials in contact with water to be used for potable water supplies shall be National Sanitation Foundation (NSF)-approved.

B. Size and Type:
   1. All materials shall conform to the size and type shown on the Drawings or called for in the specifications.
   2. In joining two dissimilar types of pipe, standard fittings shall be used when available. In the event standard fittings are not available, the method of joining shall be standard selected by CONTRACTOR and submitted for review by ENGINEER.

C. Materials provided shall be suitable for the conditions in which they are being installed and used. CONTRACTOR shall review installation requirements of the Contract with material suppliers and incorporate any additional installation requirements necessary to meet the required use within the price bid for the Work.

D. All pipe and materials used in performance of the Work shall be clearly marked as to strength, class, or grade. Pipe and materials not so marked shall be subject to rejection.

E. When requested by ENGINEER, material suppliers shall furnish certificates of compliance indicating that all tests required by various Standards have been conducted and that the text results comply with the Standards.

F. Piping appurtenances shall be made of the materials specified. All appurtenances not designated as to type shall be selected by CONTRACTOR and submitted for review by ENGINEER.

2.02 UNDERGROUND UTILITY STRUCTURES

A. Valve Boxes:
   1. A valve box shall be provided for fire hydrant auxiliary valves and for valves in the main. The valve box shall be centered and plumb over the wrench nut of the valve with the box cover flush with the finished ground elevation. Solid 4-inch concrete blocks shall be placed under the base of valve boxes so that the bottom of the base is about 2 inches away from contact with the valve bonnet. A Gate Valve Adaptor by Adaptor Inc., or equal, shall be provided. The valve box shall not transmit shock or stress to the valve.
   2. Valve boxes shall be made of cast iron conforming to ASTM A48. The castings shall be free from blowholes, porosity, hard spots, shrinkage defects or cracks, or other injurious defects and shall have a normal smooth casting finish. The castings shall be thoroughly coated with a 1 mil minimum thickness bituminous coating. Valve boxes shall be 5 1/4 inches in diameter. Valve boxes shall have a maximum length of 7 feet when extended without extension sections. Extensions shall be provided for deeper mains.
   3. Valve boxes shall consist of a base section, tubular mid and top sections, both with cast threads by which one can be telescoped on the other, extension sections if required, and a circular drop cover unless indicated otherwise.
   4. Valve boxes shall be installed in accordance with Drawing 01-975-64A.
   5. Valve boxes shall be Tyler/Union 6850 Series, 4 inches through 12 inches, or equal. Extension heights shall be provided as required. Lids shall be marked for appropriate use. CONTRACTOR shall verify that all valve boxes are large enough to accommodate all operating nuts and wrenches. Provide one “Tee” valve key operator for each valve manhole and one for each tank with tank or channel drain.

2.03 BURIED PIPING

A. Ductile Iron Piping and Fittings:
   1. Unless otherwise shown or specified, all underground piping 3 inches in diameter or larger shall be ductile iron conforming to AWWA C151/A21.51 with mechanical joints or push-on joints. Unless otherwise shown or specified, all piping shall be minimum Special Thickness Class 53 with a water hammer allowance of 100 psi. Additional pipe wall thickness shall be furnished as required by AWWA C150 for buried piping with the depth of cover as shown on the Drawings when using laying condition four of AWWA C600 or the Class C Bedding Detail as shown on the Drawings.
   2. Each pipe and fitting shall have the weight, class or nominal thickness, country where cast, casting period, manufacturer’s mark, the year in which the pipe was produced, and the letters DI or DUCTILE cast or stamped thereon. Improper or incomplete marking will be cause for rejection of the pipe or fitting.

3. CONTRACTOR shall furnish certification data representing each class of pipe or fitting furnished. The certification report shall clearly state that all pipe and fittings furnished meet the appropriate AWWA specification. Ductile iron pipe shall consist of pipe centrifugally cast in metal or sand-lined molds. Pipe wall shall be homogeneous from inside to outside and shall be completely free of laminations, blisters, or other imperfections. Defects may be removed at the factory only.
4. For ductile iron pipe systems requiring pressure testing, restrained joints shall be provided in accordance with Part 3–Execution. Mechanical joints shall be restrained with MEGALUG® Series 1100 or 1100 SD, by EBAA Iron Sales, Inc., UNIFLANGE Series 1400 by Ford Meter Box Co., Inc., or equal, restraint. Push-on joints for ductile iron piping shall be restrained with MEGALUG® Series 1700 or 1100 HD, by EBAA Iron Sales, Inc., UNIFLANGE Series 1450 by Ford Meter Box Co., Inc., Flex-Ring or Lok-Ring by American Cast Iron Pipe Company, TR Flex by U.S. Pipe Company, TR Flex by McWane, or equal.
    a. Pipe restraint fittings shall be provided as follows:
        (1) For ductile iron pipe with ductile iron mechanical joints MEGALUG® Series 1100 or 1100SD by EBAA Iron Sales, Inc.; Series D SLDE or SSLD by Sigma; Series 3000 or 3000S by Star Pipe Products; or equal.
        (2) For ductile iron pipe with ductile iron push on joints MEGALUG® Series 1100HD or 1700 by EBAA Iron Sales, Inc; Series SLDEH or SSLDH by Sigma; Series 3100P or 3100S by Star Pipe Products; Flex Ring or Lok Ring by American Cast Iron Pipe Company; TR Flex by U.S. Pipe Company; or equal.
        (3) For PVC pipe with ductile iron mechanical joint fittings–MEGALUG® Series 2000 PV, 1100SV, or 2000SV by EBBA Iron Sales, Inc.; Series D SLCE or PVM by Sigma; Series 1000C or 4000 by Star Pipe Products; or equal.
        (4) For PVC pipe with PVC push on joints (not solvent welded)–MEGALUG® Series 1100HV, 1900, or 2800 by EBAA Iron Sales, Inc.; Series SLCEH, PWP (greater than 12-inch only), or D PWP (12 inches or less) by Sigma; Series 4100P by Star Pipe Products; or equal.
    b. Gland body, wedges, and wedge actuating components shall be ductile iron conforming to ASTM A536 Grade 65 45 12. Bolts and tie rods shall be high strength low alloy steel conforming to AWWA C111.
    c. Gaskets that include metal locking segments vulcanized into the gasket to grip the pipe to provide joint restraint are not acceptable.
5. Underground pipe shall have mechanical joint or push-on joint ductile iron fittings conforming to AWWA C110 and C111 or AWWA C153 compact fittings with a minimum rated working pressure of 150 psi. Gaskets for fittings shall be as specified for underground piping.
6. All ductile iron fittings shall be American Cast Iron Pipe, Tyler Union, U.S. Pipe, McWane Ductile, Griffin, or equal.
7. Ductile iron wall pipes shall be provided as shown on the Drawings. For piping over 24 inches that does not require restraints, wall pipes shall be provided with push-on joint connection at exterior end of wall pipe. For piping over 24 inches that requires restraint, wall pipes shall be provided with Flex Ring or Lok Ring by American Ductile Iron Pipe Company, TR Flex by U.S. Pipe Company, TR Flex by McWane, or equal, connection. For piping over 24 inches, wall pipes may also be provided with mechanical joint connection at exterior end of wall pipe. For piping that requires restraint, mechanical joint connections at exterior end of wall pipe shall be restrained as specified for mechanical joints.

8. Unless otherwise specified, all exterior ductile iron piping and fittings shall be cement-mortar lined and asphaltic-coated inside. Cement-mortar lining shall be in accordance with AWWA C104. Unless otherwise specified, underground piping and fittings shall be shop primed or asphaltic-coated outside. Asphaltic coating shall conform to applicable standards herein for the pipe and fittings.
9. For potable water systems, the outside pipe coating shall comply with AWWA C151. Lining and coatings shall be suitable with potable water systems. The asphaltic coating shall be applied over the cement lining on the inside of the pipe and directly on the outside of the pipe. The coatings shall be smooth and impervious to water without any tendency to scale off.
10. All ductile iron piping and fittings designated A (Air) shall be unlined and shall receive exterior coating as specified above. All ductile iron piping and fittings designated HW (Hot Water) shall be cement-mortar lined, but not asphaltic-coated inside, and shall receive exterior coating as specified above.
11. Tapping and Bonding: In cases where corporation stops are to be tapped into mains, pipe wall thickness shall be furnished as specified in AWWA C151 to provide four threads or brass pipe saddles shall be furnished as approved by manufacturer.
12. Cutting in and Repair Tees and Sleeves and Tapping Tees: Cutting-in and repair tees and sleeves and tapping tees shall be of ductile or cast iron with the same rated working pressure of the pipe in which they are installed but no less than 150 psi.
13. Exterior Joints, Fittings, and Gaskets: Joints, fittings, and gaskets shall have the same rated working pressure of the pipe in which they are installed but no less than a minimum rated working pressure of 150 psi.

B. PVC Pipe (AWWA) and PVC Pressure Pipe Fittings (4 Inches and Larger):
1. PVC water main shall be AWWA PVC pressure-rated pipe and shall conform to the requirements of AWWA C900 for pipe from 4 inches to 60 inches. Pipe shall be furnished with integral elastomeric bell and spigot joints.
2. PVC pipe diameter shall conform to ductile iron pipe sizes (DIPS). The type of PVC material, nominal pipe size, standard dimension ratio, and pressure class shall be not less than pressure class 235 and not greater than pipe dimension ratio 18.
3. Markings on pipe shall include the following: Nominal pipe size, type of plastic pipe material, DR number, AWWA Designation with which the pipe complies, manufacturer's name, and the seal or mark of the laboratory making the evaluation of the suitability of the pipe for transport of potable water.
4. All fittings for PVC pressure pipe shall be iron pipe fittings as specified herein.
5. Provide tracer wire for underground PVC piping as specified herein, unless otherwise noted.

C. HDPE Pipe and Fittings:
1. HDPE pressure rated pipe shall conform to the requirements of AWWA C906 for pipe from 4 inches through 65 inches. HDPE pipe shall be manufactured from material conforming to PE Code PE4710.
2. HDPE pipe outside diameter shall conform to ductile iron pipe sizes (DIPS). The type of HDPE material, nominal pipe size, standard dimension ratio, and pressure rating shall be not less than pressure class 250 and not greater than a dimension ratio (DR) 9.
3. Markings on the pipe shall include the following: Nominal pipe size, type of plastic pipe material, DR number, pressure class rating, manufacturer's name, and the seal or mark of the laboratory making the evaluation of the suitability of the pipe for the transport of potable water.

4. Fittings for HDPE pipe shall conform to AWWA C906 and shall have the same pressure rating as the pipe in which they are installed.

D. Surface Water Crossings: Unless indicated otherwise on the Drawings**,** pipe for water crossings shall be ductile iron, Flex-Ring, or Lok-Ring by American Cast Iron Pipe Company, TR Flex by U.S. Pipe Company, or equal. Type of joint is subject to the review of ENGINEER and approval of OWNER. Mechanical joints with retainer glands will not be allowed.

E. Miscellaneous Pipe:
1. Piping needed for repair or reconstruction of existing utilities and appurtenances shall be of the same type and strength as the existing. The type of jointing used in repair and reconstruction shall be reviewed by ENGINEER. Special fittings shall be furnished and installed as necessary for repair, reconstruction, or connection of existing facilities.
2. All special fittings on or for connection to utilities shall be specifically built for the type of gasket used. Special fittings shall have joints of the same type as the utility to which the connection is being made.

F. Tracer Wire:
1. Provide minimum 12-gauge solid insulated copper tracer wire with buried thermoplastic pressurized pipe. Wire shall be continuous, terminate, and be accessible at valve boxes, manholes, fire hydrants, or at test stations as specified below. Tracer wire shall be located 12 inches above the top of the pipe. Any splices in copper wire shall be made with a 3M™ DBR/Y-6 splice kit, or equal.
2. Tracer wire test stations shall be SnakePit magnetized tracer boxes by Copperhead Industries, or equal. Tracer box shall be corrosion-resistant brass wire lugs and wax pad to cover wire connection. Cover shall be color-coded according to APWA standards for fluid conveyed. Provide SnakePit Lite Duty Box in unpaved areas and Roadway Box in paved areas. Provide Rhino Triview Marker Posts, or equal, at all test stations. Provide custom decals to identify fluid in piping. The tracer wire shall be accessible at a minimum of every 500 feet along the pipeline and at horizontal bends in piping. The tracer wire shall run into and up the sides of all manholes and be secured near the casting. Test stations shall be placed as required between manholes to comply with the minimum 500-foot tracer wire accessibility requirement.
3. CONTRACTOR shall perform continuity testing of all tracer wire in the presence of OWNER ENGINEER.

2.04 VALVES

A. Gate Valves: Shutoff valves in potable water lines 4-inch diameter and larger shall be AWWA C515, ductile iron AWWA C509, cast iron, resilient seat, nonrising stem, OS&Y (rising stem) for wastewater applications, 150 psi working pressure with O-ring packing box, Mueller, or equal.

B. Corporation Stops, Curb Stops, and Tapping Saddles:
1. Corporations stops shall be Mueller H-15000 (flair connections), H-15008 (compression connections), or equal. Tapping saddles are required at PVC main installations.
2. Curb stops shall be Mueller Mark II Oriseal with H-15204 (flair connections), H-15209 (compression connections), or equal. Contractor shall provide all necessary transition fittings to make connections to existing services on the customer side of the curb stop.

2.05 BLOWOFF HYDRANTS

A. Blowoff hydrants provided under these Standard Specifications shall conform to AWWA C502 for Dry Barrel Fire Hydrants. Hydrants shall have the following features:

Bury Length	Approximately 2 feet to traffic flange.
Nozzle Size	One 2 1/2-inch- and two 2-inch-diameter openings.
Nozzle Threads	National standard fire hose coupling screw threads.
Drain Port:	Drain port at base of hydrant barrel. Plug drain port when hydrant installed in area where groundwater level may rise above drain port.
Size of Main Valve Opening	5 1/4-inch-diameter minimum. The hydrant lead connection shall be minimum 6-inch-diameter mechanical joint.
Torque Requirements	Blowoff hydrant shall comply with AWWA C502 even if greater than 5-foot bury.
Lubrication	Nontoxic and providing proper lubrication for a temperature range of -30°F to +120°F.

B. Blowoff hydrants shall have permanent markings identifying the manufacturer by name, initials, insignia, or abbreviations in common usage, and designating the size of the main valve opening and the year of manufacture. Markings shall be so placed as to be readily discernible and legible after hydrants have been installed.

C. CONTRACTOR shall furnish certification to ENGINEER that the hydrant and all material used in its construction conform to the applicable requirements of AWWA C502 and the supplementary requirements thereto.

D. All joints on blowoff hydrant leads shall be made using pipe restraint specified herein. Approximately 1/2 cubic yard of bedding stone shall be placed from the bottom of the trench around the hydrant elbow and up the hydrant barrel. Bedding stone shall be wrapped completely in filter fabric to prevent the in migration of fine materials.

E. CONTRACTOR shall furnish all necessary fittings in the fire hydrant lead to install the fire hydrant in a plumb condition at locations shown on the Drawings and at the specified depth of bury. The pumper nozzle of all fire hydrants shall be installed with the nozzle pointing toward the street. ENGINEER reserves the right to alter the location of fire hydrants from that shown on the Drawings.

F. Hydrants shall be installed as shown on Drawing 01-975-65A.

2.06 WATER SERVICE LATERAL INSTALLATION

A. Water service laterals requiring reconstruction and new service laterals shall be installed in accordance with AWWA C600. CONTRACTOR shall perform all excavation, backfill, and other Work necessary for a complete installation. The service tubing shall be continuous and shall be placed at a minimum depth of 30 inches. Each service shall include a corporation stop at the main, polyethylene service tubing, curb stop, curb box, couplings, and all other appurtenances necessary for a complete installation. Where existing services in the street are being reconstructed, the new service shall be connected to the existing service at the property line unless otherwise shown or specified. Taps in the main shall be at an angle of 45 degrees above the horizontal.

B. OWNER reserves the right to make taps and connections to the new mains prior to backfilling by CONTRACTOR. CONTRACTOR shall delay backfilling until OWNER has completed its Work.

C. All curb boxes on new services shall be marked by placing a 4 foot long 2 by 4 adjacent to it. The 2 by 4 shall project 1 foot above existing ground and shall be painted blue. All services shall be extended to the street property line, unless otherwise shown or specified.

2.07 SPECIAL MATERIALS AND EQUIPMENT

A. Water Meters and Boxes:
   1. Water meters shall be straight reading, US gallon type, Hersey Meter Model No. 1 Automatic Reads "Hot Rods" (automatic reads shall be included in unit price bid or equal) rated for 150 psi working pressure meeting requirements of AWWA C700. All 5/8-inch by 3/4-inch shall be cold water rotating type with hermetically sealed magnetically driven registers with single register, sweep test hand and split case body-bronze bottom with plastic top.
   2. Meter boxes shall be "ultra-rib" boxes Extrusion Technologies, Inc., or equal. They shall be made of PVC material, 18-inch-diameter by 30-inches long with two-piece cast iron lids capable of automatic reads.
   3. Splicing copper shall be Mueller H-15403 or equal compression union.

B. Meter Setters: Meter setters for services 1-inch or less shall be copper with plain stop and appropriate riser. Setters shall be 5/8-inch by 7-inch with dual check valves and shall have a 1-inch FML by 1-inch CTS grip. Copper setters shall be Mueller, Ford, or equal.

C. Service Saddles:
   1. Saddles for service connections to PVC pipe, which shall be Dresser Series 194, Ford Model S70 or S90 Series, Mueller, or equal, made of bronze or stainless steel.
   2. Saddles for cast iron sized pipe, which shall be Dresser Industries, Inc. Style 91 or 291, Smith-Blair, Inc. Style 311 or 313, Ford, Mueller, or equal, with malleable or ductile iron bodies that extend at least 160 degrees around the circumference of the pipe. Clamps shall have neoprene gaskets cemented to the saddle bodies. Clamps with tap sizes 1-inch and smaller may be single strap design. Clamps with taps sizes larger than 1-inch shall be double strap design.

PART 3–EXECUTION

3.01 INSTALLATION

A. Underground Piping:
   1. Utility lines shall be laid and installed to the lines and grades specified with valves, fittings, manholes, and other appurtenances at the specified locations; spigots centered in bells; and all manholes and riser pipes plumb. Water main and force main shall be installed at the depth indicated. Water main, force main, and other pressure mains shall be installed to within (plus or minus) 0.1 feet of designed grades.
   2. Deviations Occasioned by Underground Facilities: Wherever significant obstructions not shown on the Drawings are encountered during the progress of the Work, CONTRACTOR shall proceed in accordance with the General Conditions to notify owners and protect the facilities. Existing items unnecessarily damaged during the

performance of the Work shall be repaired and replaced at the expense of CONTRACTOR.

3. Prior to commencing pipe laying, CONTRACTOR shall notify ENGINEER of the intended date for starting Work. ENGINEER may request at CONTRACTOR's expense the removal and relaying of pipe which was installed prior to notification of ENGINEER.
   a. Proper implements, tools, and facilities shall be provided and used by CONTRACTOR for the safe and convenient prosecution of the Work. All pipe, fittings, and appurtenances shall be carefully lowered into the trench piece by piece with a crane, rope, or other suitable tools or equipment, in such manner as to prevent damage to materials. Under no circumstance shall pipe be dropped or rolled into the trench.
   b. Materials shall be as shown on the Drawings or as specified herein.
4. Material Inspection: CONTRACTOR shall inspect the pipe, fittings, and appurtenances for defects when delivered to the jobsite and prior to lowering into the trench. Defective material shall be removed from the jobsite. All material shall be clean and free of deleterious substances prior to use in the Work.
5. Except where noted or specified, all PVC underground piping shall be laid in accordance with AWWA C605 with the conditions that (a) blocking shall not be used to support pipe and (b) all bends and fittings shall be restrained as specified below, and pipe joints shall be restrained in all directions from all bends and fittings to the length as specified below.
6. Pipe Length:
   a. All existing joints exposed during construction that are to remain in place shall be restrained.
   b. The minimum length of pipe to be restrained shall be as shown in the following table.
   c. This table assumes horizontal orientation of fittings, 150 psi test pressure plus a 100 psi water hammer allowance, ductile iron pipe, and a 3-foot bury. Lengths shall be adjusted for other conditions and fittings. For other fittings and for more specific requirements, see the Drawings:

REQUIRED LENGTH OF RESTRAINED PIPE BEYOND FITTING IN FEET

Fitting	Minimum Length–Ft
90 Degree Bend (≤ 6 inches)	36
90 Degree Bend (8 inches to 10 inches)	54
90 Degree Bend (12 inches to 14 inches)	72
90 Degree Bend (16 inches)	84
45 Degree Bend (≤ 8 inches)	18
45 Degree Bend (10 inches to 16 inches)	36
22 1/2 Degree Bend ≤ 16 inches	18
11 1/4 Degree Bend ≤ 16 inches	9
Fire Hydrant Leads	All Joints
Tees (≤ 4 inches)*	18 (Along Branch)
Tees (6 inches to 8 inches)*	36 (Along Branch)
Tees (10 inches to 12 inches)*	54 (Along Branch)
Tees (14 inches to 16 inches)*	72 (Along Branch)

*Restrained run length on tees assumed 18 feet on each side of fitting.

7. Water main shall be installed in accordance with AWWA C600 for iron pipe, AWWA C605 for PVC pipe, and AWWA M55 for HDPE pipe. All plugs, caps, tees, hydrants, bends, and other fittings for water mains and force mains shall be provided with restrained joints.
8. Any pipe or fittings cracked in cutting or handling or otherwise not free from defects shall not be used. Pipe must be kept clean of mortar, cement, clay, sand, or other material. When PVC piping is installed during hot weather, it shall be laid in the trench with slack or permitted to cool to ground temperature before it is cut to length for making final connections. PVC expansion joints shall be provided where needed.
9. At times when pipe laying is not in progress, the open ends of pipe shall be closed with plugs to prevent the entry of foreign material. Acceptable plugs include Foreman Nite Caps by APS, mechanical joint cap or plug, bladder plug, or test plug. All foreign material shall be removed from the pipe prior to acceptance.
10. The locations and elevations of existing piping and manholes are approximate. Where necessary, existing piping shall be exposed by CONTRACTOR to confirm location and elevation before installing new piping. Any changes in pipe location or elevation shall be approved by OWNER.
11. General Excavation:
    a. Pipe Laying:
        (1) All pipe shall be laid accurately to the line and grade as designated. Preparatory to making pipe joints, all surfaces of the portions of the pipe to be joined or of the factory made jointing material shall be clean and dry. Lubricants, primers, adhesives, and other joint material shall be used and installed as recommended by the pipe or joint manufacturer's specifications. The jointing materials or factory fabricated joints shall then be placed, fitted, joined, and adjusted in such a workmanlike manner as to obtain the degree of watertightness specified. Pertinent specifications from the joint and pipe manufacturer which outline procedures to be followed in making the joint shall be furnished to ENGINEER.
        (2) Wyes, tees, and special fittings shall be installed as called for on the Drawings, or as requested by ENGINEER. Wyes, tees, and special fittings, shall, in general, be jointed with the same type of joint as used in the pipe.
        (3) In joining two dissimilar types of pipe, manufactured adapters and fittings shall be used. Adapters and fittings shall be configured to maintain invert elevations at same level.
        (4) Joint deflections shall not exceed the limits established by the pipe manufacturer for the pipe and joint being used.
        (5) Joints that are damaged because of carelessness, improper handling, or failure to prevent imperfections in manufacture shall be subject to rejection and gaskets shall be subject to rejection whenever they show surface cracking, tears, or splice separation.
        (6) At times when pipe laying is not in progress, the open ends of pipe shall be closed with plugs to prevent the entry of foreign material. All foreign material shall be removed from the pipe prior to acceptance.
        (7) After placing a length of pipe in the trench, the spigot end shall be centered in the bell and the pipe forced home and brought to correct line and grade. The pipe shall be secured in place with specified backfill material tamped around it except at the bells.
        (8) Pipe shall be brought home by using a cross member and levers or jacks. It will not be permissible to push pipe home with motor powered excavation equipment.

(9) Force main and water main shall be installed in accordance with AWWA C600 for iron pipe, AWWA C605 for PVC pipe, and AWWA M55 for HDPE pipe. All plugs, caps, tees, hydrants, bends, and other fittings for water mains and force mains shall be provided with restrained joints.

b. Water Service Lateral Installation:

(1) Water service laterals requiring reconstruction and new service laterals shall be installed in accordance with AWWA C600. CONTRACTOR shall perform all excavation, backfill, and other Work necessary for a complete installation. The service tubing shall be continuous and shall be placed at a minimum depth of 3.0 feet. Each service shall include a corporation stop at the main, copper service tubing, curb stop, curb box, couplings, and all other appurtenances necessary for a complete installation. Where existing services in the street are being reconstructed, the new service shall be connected to the existing service at the property line unless otherwise shown or specified. Taps in the main shall be at an angle of 45 degrees above the horizontal.

(2) OWNER reserves the right to make taps and connections to the new mains prior to backfilling by CONTRACTOR. CONTRACTOR shall delay backfilling until OWNER has completed its Work.

(3) All curb boxes on new services shall be marked by placing a 4-foot long 2 by 4 adjacent to it. The 2 by 4 shall project 1 foot above existing ground and shall be painted blue. All services shall be extended to the street property line, unless otherwise shown or specified.

c. Abandoning Utilities: Utilities to be abandoned shall, unless otherwise noted on the Drawings**,** be abandoned in place. Open ends of pipes shall be plugged with 12 inches of concrete. Manhole barrels, valve boxes and other such structures shall be removed to a point 3 feet below existing or final ground surface, whichever is lower, and shall then be filled with backfill material compacted to that of the trench backfill. An approximate 9-inch-diameter opening shall be made in the bottom of the structure to allow for groundwater movement.

12. Valve Boxes: The valve box shall be centered and plumb over the wrench nut of the valve with the box cover flush with the finished ground elevation. Solid 4-inch concrete blocks shall be placed under the base of valve boxes so that the bottom of the base is about 2 inches away from contact with the valve bonnet. The valve box shall not transmit shock or stress to the valve.
13. Yard Hydrants: Yard hydrants shall be set on a slab of concrete at least 1 cubic foot in size and against a 3-cubic-foot minimum concrete brace laying against undisturbed earth. Backfill at base of hydrant shall be 1 cubic yard of coarse gravel. It shall be the responsibility of CONTRACTOR to set the hydrants at to the proper grade. Extensions or fittings shall be provided as required.

3.02 FIELD QUALITY CONTROL

A. CONTRACTOR shall include the cost of all testing, cleaning, and disinfection in the price bid.

B. Work shall be tested as specified in this section. Unless indicated in writing before testing begins, tests shall be witnessed by ENGINEER and others as necessary. Test results shall be recorded, and reports or appropriate certificates shall be submitted to ENGINEER in triplicate.

C. New piping shall be tested. Prior to conducting the pressure and leakage test, CONTRACTOR shall backfill the trench for its full depth. All bends and special connections to the main shall be adequately blocked and tied prior to the test. Any damage caused to the main or its appurtenances during performance of these tests shall be corrected by CONTRACTOR at its expense. Should underground piping fail test, CONTRACTOR shall be responsible for removal and replacement of backfill, and relay new pipe if necessary, to repair the defective pipe. Under no circumstances shall defects be sealed from the interior of the pipe, and only where specifically allowed by ENGINEER, shall defects be sealed from the exterior of the pipe. Piping, interior or exposed, shall be subject to test before being covered with insulation or paint. Piping and appurtenances shall be watertight or airtight and free from visible leaks. Any leakage shall be sealed by methods acceptable to OWNER, from the exterior of the manhole or structure. Precast reinforced concrete manhole risers and tops shall be tested in accordance with ASTM C497.

D. Piping shall be flushed or blown out after installation prior to testing. CONTRACTOR shall provide all necessary piping connections, water, air, test pumping equipment, water meter, bulkheads, valves, pressure gauge and other equipment, materials, and facilities necessary to complete the specified tests. CONTRACTOR shall provide all temporary sectionalizing devices and vents for testing.

E. Pressure Tests:
   1. Pressure tests shall be performed as required by AWWA C600 and AWWA C605, unless otherwise noted herein.
   2. When test medium for piping is water, all air shall be removed from piping by flushing, opening vents, loosening flanges, utilizing equipment vents and/or installation of corporations at high points in system. Test pumping equipment used shall be centrifugal pumps or other pumping equipment that will not place shock pressures on the main. Power plunger pumps will not be permitted for use on closed pipe systems. Pumps shall be disconnected during test periods. Presence or absence of air will be determined during pressurization of the piping system.
   3. The test pressure in all lines shall be held for two hours, during which time the leakage allowance shall not exceed that specified. In case repairs are required, the pressure test shall be repeated until the pipeline installation conforms to the specified requirements. Pumps, air compressors, instrumentation, and similar equipment shall not be subjected to the pressure tests.
   4. During performance of the hydrostatic pressure test, water main shall be subjected to a minimum pressure of at least 50% above normal working pressure with a minimum pressure 125 psi.
   5. CONTRACTOR shall keep a record of all tests performed. These records shall show the individual lengths of main tested and test results.
   6. Where connections are made to existing mains, it shall be the responsibility of CONTRACTOR to provide the necessary hydrostatic tests on all new mains installed. This may necessitate, but is not limited to, the installation of temporary valves and restraint to isolate the new system from the existing system. All materials, Work, and equipment necessary for this Work shall be furnished by CONTRACTOR at its expense.
   7. All testing of pipelines shall proceed concurrently with installation. CONTRACTOR is encouraged to conduct daily preliminary testing of its Work.
   8. Water from disinfection testing shall not be discharged to a stream, creek, river, storm sewer tributary thereto, or to a navigable water without first neutralizing the chlorine residual in the water and complying with local, state, and federal laws thereto.
   9. Gauges used for testing shall have increments as follows:

a. Tests requiring a pressure of 10 psi or less shall use a testing gauge having increments of 0.10 psi or less.
b. Tests requiring a pressure of greater than 10 psi by less than or equal to 100 psi shall use a testing gauge having increments of 1 psi or less.
c. Tests requiring a pressure of greater than 100 psi shall use a testing gauge having increments of 2 psi or less.

F. Prior to making final connection between new and existing piping, new piping shall be tested as specified above.

3.03 CLEANING AND DISINFECTION

A. CONTRACTOR shall obtain water samples and arrange for analysis of water in potable systems for bacteria in accordance with Option A of Section 5.1 of AWWA C651. Copies of test results shall be submitted to OWNER and ENGINEER.

B. CONTRACTOR shall furnish all water and other materials, equipment, and labor necessary to disinfect all new water mains and all existing water mains disturbed by construction. CONTRACTOR shall notify OWNER to observe disinfection test and shall coordinate and bear cost for necessary laboratory testing and shall provide safe bacteriological sample results to OWNER prior to placing the water main in service. Sampling and testing shall be scheduled to complete the Work within the Contract Times. Items of material for testing shall be furnished in the size and quantity necessary to properly complete the test. Interruption or delay of CONTRACTOR's Work progress caused by testing and sampling shall not be cause for extra payment under the Contract nor shall they be cause for extension of Contract Time.

C. Broken concrete, rubble fill, and other excess material shall be removed from the site and wasted.

D. All waste disposal areas and all areas used for the storage of materials or the temporary deposit of excavated earth shall be leveled off, cleaned up, and returned to condition that existed prior to construction.

E. All surplus material, tools, and equipment shall be removed, and the premises shall be left free of everything of the kind.

3.04 CLEANUP

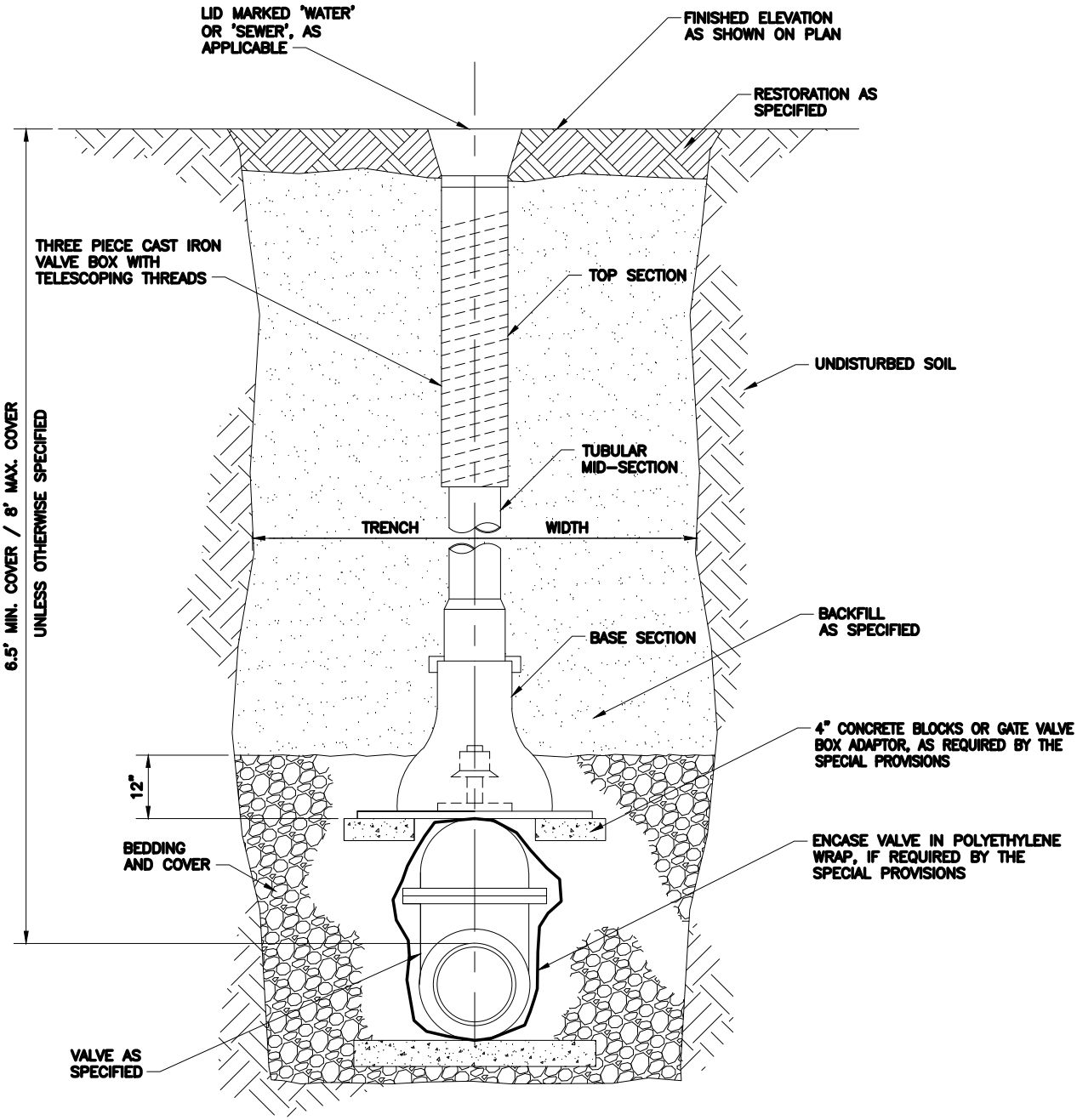
A. Upon completion of the work, all improvements disturbed by CONTRACTOR's operations shall be repaired or replaced. Broken concrete, rubble fill, and other excess material shall be removed from the site and wasted.

B. All areas used for the storage of materials or the temporary deposit of excavated earth shall be leveled off and cleaned up. All surplus material, tools, and equipment shall be removed, and the premises shall be left free of everything of the kind.

C. All pipes and manholes shall be flushed until clean, and all debris and mud shall be removed.

END OF SECTION

DRAWINGS



STANDARD BURIED GATE VALVE BOX SETTING

STANDARD DETAIL

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