

Allen County Schools

Entrance Road Widening
Scottsville, Kentucky

April xx, 2024

Scottsville, Kentucky

Consultant

Arnold Consulting Engineering Services
P.O. Box 1338
Bowling Green, KY 42101
270-780-9445

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PART I

BIDDING AND CONTRACT REQUIREMENTS

SECTION 00010

INVITATION TO BID

Allen County Schools is accepting bids for the Widening of existing entrance road off W Oliver St to accommodate an additional lane in Scottsville, KY.

Bid information packets may be requested via email from kgilley@a-ces.com or jmoutonaces@gmail.com after **10:00 a.m. April xx, 2024**. Deadline for all sealed bids to be received at the office of the Allen County Board of Education Office, 570 W Oliver St, Scottsville, KY 42164, is no later than **9 a.m. (CDT), April xx, 2024**. Proposals received after this date and time will not be considered. Allen County Schools reserves the right to make no award of funds to any and/or all the proposals submitted. All bidders must be prequalified with the Kentucky Transportation Cabinet.

For additional information contact: Travis Hamby, Superintendent at 270-618-3181 or Jean Mouton, Arnold Consulting Engineering Services at 270-780-9445.

Allen County Schools is an equal opportunity employer with equal opportunity programs. Auxiliary aids and services are available upon request.

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. BID FORM

In order to receive consideration, make all bids in strict accordance with the following:

- A. Three (3) detached copies of the required bid forms (Bid Form, Bid Criteria Sheet and Form of Bid Bond) are furnished for the contractor's proposal. Two (2) copies of these detached forms shall be submitted as the Contractor's proposal. The third copy is for the contractor's record. Do not change the wording of the Bid Form. Unauthorized conditions, limitations, or provisions attached to the proposal shall be cause for rejection of the proposal. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the bidder.
- B. No telegraphic bid or telegraphic modifications of bid will be considered. No bids received after the time fixed for receiving bids will be considered. Late bids will be returned to the sender unopened.
- C. Each bid shall be addressed to the Owner, and shall be delivered to the Owner at the address given in the invitation to bid on or before the day and hour set for opening of bids. Each bid shall be enclosed in a sealed envelope bearing the title of the project, the name and address of the bidder, and the date and hour of the bid opening. It is the sole responsibility of the bidder to see that his bid is received on time.

2. BID SECURITY

A bid bond in the amount of 5% of the proposed contract amount must accompany each proposal. All bid bonds shall be in the form included in the specifications. The successful bidder's security will be retained until he has signed the contract and furnished the required Labor and Materials Payment and Performance Bond. The Owner reserves the right to retain the security of the remaining bidders until the selected bidder enters into contract or until sixty (60) days after the bid opening, whichever is shorter. All other bid security will be returned as soon as practical. If any bidder refuses to enter into a contract, the owner will retain his bid bond as liquidated damages but not as a penalty. A cashier's check may be submitted in lieu of bond.

3. INTERPRETATIONS

If any person contemplating submitting a bond for construction of the work is in doubt as to the true meaning of any part of the plans or specifications, or finds discrepancies in or omissions from any part of the plans or specifications, he may submit to the Engineer, a written request for interpretation thereof not later than seven (7) days before the bid opening date. Interpretations or corrections of the plans or specifications will be made only by Addendum, and will be mailed, delivered or faxed to each bidder of record.

4. EXAMINATION OF PLANS, SPECIFICATIONS AND PROJECT SITE

Before submitting a bid, each bidder shall carefully examine the plans and specifications and visit the project site. Each bidder shall fully inform himself prior to bidding as to all existing conditions and limitation under which the work is to be performed, and he shall include in his bid a sum to cover all costs of all items necessary to complete the project as set forth in the plans and specifications. No allowance will be made to any bidder because of lack of such examination or knowledge. The submission of a bid will be construed as conclusive evidence that the bidder has made such examination. Contractor to provide a unit bid price for base failure repair in the existing roadway. Owner to select which areas will be repaired. Contractor shall provide a Base, Alternate 1 and Alternate 2 bids. The base bid consists of 1100' of 12' road widening with a gravel parking lot for the campus soccer field. Alternate 1 consists of 2,277.43' of 12' road widening with a gravel parking lot. Alternate 2 includes the cost to pave the parking lot for the campus soccer field.

5. EVALUATION OF BIDS

The Engineer will complete a full evaluation of all bids which conform to the requirements specified herein. Bids will be checked for conformance with all bid form requirements. In the case of unit price bid, if mathematical errors are discovered, the unit price indicated shall prevail and a new total will be computed. The new total will be used as a basis for evaluating the bid.

6. WITHDRAWAL OF BIDS

Any bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids. No bidder may withdraw his bid for a period of sixty (60) days after the date set for opening thereof, and all bids shall be subject to acceptance by the Owner during this period.

7. AWARD OR REJECTION OF BIDS

The award of the contract will be based upon consideration of not only cost, but also experience with similar projects, staffing, equipment, present workload, demonstrated ability to meet schedules and verification that the bidder or its subsidiaries are not on the Excluded Party List or have been federally debarred or suspended. Allen County Schools will verify the contractor is not on the Excluded Party List (web site www.sam.gov/portal/public/SAM/). The Owner will give weight to each of the above selection criterion based upon the relative importance of each to this project. The Owner reserves the right to reject all bids or to disregard any minor irregularities in deciding to accept a bid.

8. PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT
BOND EXECUTION OF CONTRACT

Subsequent to the award and within ten (10) days after the forms are presented to him for signature, the successful bidder shall execute and deliver to the Owner a contract in the form included in the specifications, in such number as the Owner may require.

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidders shall within the period specified above, furnish a Performance Bond in the amount of 100%

of the contract price as awarded, and a Labor and Materials Payment Bond in the amount of 100% of the contract price. Such bonds shall be in the form included in the specifications and shall bear a date the same as or subsequent to, the date of the contract. The bonds of individual sureties are not acceptable, and neither are those issued by partnerships or corporations not in the surety business.

The failure of the successful bidder to execute such a contract and to supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined adequate by it, shall constitute a default, and the Owner may award the contract to the next responsible bidder or re-advertise for bids, and may charge against the bidder the amount of the bid bonds.

9. CONSTRUCTION TIME AND LIQUIDATED DAMAGES

Attention is called to the fact that a specified completion date of August 01, 2024, has been set as the time for completion of this project. However, a Stop Work Order will be issued if weather conditions limit progress on the project. This order will suspend charging calendar days to the time for completion of this contract, and a Notice To Proceed will be reissued when weather conditions permit construction to be completed. The agreement will include a stipulation that liquidated damages will be established in the amount of \$500 per calendar day for each calendar day after the completion date that the work is not substantially complete. The agreement shall further stipulate that liquidated damages shall be withheld from final payment.

10. PROOF OF COMPETENCY OF BIDDER

Each bidder and their subcontractors shall furnish on prescribed forms information pertaining to all contracts completed in the past two years and the financial institutions used.

END OF SECTION 00100

SECTION 00300

BID FORM

BID PROPOSAL
KY 100 Widening

Allen County Schools
Scottsville, KY 42164

The undersigned hereby certifies that to the best of his or her knowledge and belief, the cost or pricing data submitted is accurate, complete and current as of date set forth hereon.

The undersigned hereby certifies that he/she has carefully examined the specifications and is familiar with the type of services to be furnished as set forth.

The undersigned proposes to provide the construction services as set forth on the plans in a satisfactory manner in accordance with the specifications for the following price:

DESCRIPTION	UNIT	UNIT PRICE
1. Clearing and Grubbing	Acre	\$
2. Roadway Excavation	Cu. Yd.	\$
3. Maintain and Control Traffic	L.S.	\$
4. Remove and Reset Fence	Lin. Ft.	\$
5. Seeding and Protection	Sq. Yd.	\$
6. Temporary Seeding and Protection	Sq. Yd.	\$
7. Temporary Mulch	Sq. Yd.	\$
8. Initial Fertilizer	Ton	\$
9. Erosion Control Blanket	Sq. Yd.	\$
10. Edge Key	Lin. Ft.	\$
11. Temporary Silt Fence	Lin. Ft.	\$
12. Clean Temporary Silt Fence	Lin. Ft.	\$
13. Silt Trap B	Each	\$
14. Clean Silt Trap Type B	Each	\$
15. Silt Trap Type C	Each	\$
16. Clean Silt Trap Type C	Each	\$
17. Culvert Pipe- 12 Inch (HDPE)	Lin. Ft.	\$
18. Storm Sewer Pipe- 36 Inch	Lin. Ft.	\$
19. Culvert Pipe-36 Inch RCP	Lin. Ft.	\$
20. Sloped Box Outlet -12 Inch	Each	\$
21. Pipe Culvert Headwall - 36 Inch	Each	\$
22. Class A Concrete	Cu. Yd.	\$
23. Remove Headwall	Each	\$
24. Remove and Reset Fence	Lin. Ft.	\$
25. Permanent Aluminum Sheet Signs	Sq. Ft.	\$
26. Steel Sign Post	Lin. Ft.	\$
27. Pavement Striping - Thermo - 4 Inch White	Lin. Ft.	\$
28. Pavement Striping - Thermo - 4 Inch Yellow	Lin. Ft.	\$

29. Pavement Marking – Thermo – 24 Inch Stop Bar White	Lin. Ft.	\$
30. Pavement Marking – Thermo Straight Arrow	Each	\$
31. Pavement Marking – Thermo “ACIC” or “ACPC”	Each	\$
32. DGA	Ton	\$
33. Leveling and Wedging PG64-22	Ton	\$
34. CL2 Asphalt Surface 0.38D PG64-22	Ton	\$
35. CL2 Asphalt Base 0.75D PG64-22	Ton	\$
36. Asphalt Material for Tack	Ton	\$
37. Concrete Wheel Stops	Each	\$
38. Demobilization	L.S.	\$
		\$

BASE BID TOTAL COST \$ _____

ALTERNATE 1 BID TOTAL COST \$ _____

ALTERNATE 2 BID TOTAL COST \$ _____

The bidder herein certifies by signature that all specifications have been reviewed and that any variations to the specifications, including both exceptions to and enhancements to same are clearly spelled out in an attachment to this bid.

The bidder herein certifies by signature that all addendums issued to this bid offering, if any, have been reviewed and the bidder is fully aware of the implications of the addendums on the bid offering, and that a copy of each issued addendum is signed and attached hereto as evidence of receipt.

Are there any exceptions to the specifications set forth on bid? Yes ___ No ___

If “yes” please explain _____

Company or Individual Name _____

Doing Business As
(DBA) _____

Street Address _____

P.O. Box
Number _____

City, State, Zip
Code _____

Name (Printed) _____

Signature _____

Date Signed _____

Phone _____

Fax _____

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00350

LIST OF PROPOSED SUBCONTRACTORS

1.01 List on the lines below each major branch of work and major material category for this project and the subcontractor or supplier involved with that portion of work. If the branch of work is to be done by the Contractor, so indicate. Prior to the execution of the Contract, the Architect will notify the Bidder, in writing, if either the Owner or Architect, after due investigation, has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

1.02 Submit this list with the bid.

SUBMIT THIS LIST WITH THE BID

END OF SECTION 00350

OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT, made _____, by and between the Allen County Schools hereinafter called the OWNER, and _____, hereinafter called the CONTRACTOR, for the consideration here in after named agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and described in the Specifications ~~entitled~~ by Arnold Consulting Engineering Services, Inc., acting as, and in these Contract Documents, entitled the Engineer; and shall do everything required by this Agreement, and the Special Provisions of the Contract, the Specifications and Drawings.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The work to be performed under this Contract shall be commenced within ten (10) calendar days after receipt of the Notice To Proceed from the Owner and shall be fully completed by August 01, 2024 as outlined in Section 9 of the Instruction to Bidders.

Failure of the Contractor to complete the work in the time specified above plus any extensions allowed in accordance with the General Conditions shall result in the assessment of liquidated damages for the delay (not as a penalty). Liquidated damages shall be in the amount of \$500 per calendar day for failure to meet the final completion date and shall be withheld from final payment.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein: _____ quoted in the Bid Proposal by the Contractor, dated _____, which shall constitute full compensation for the work and services authorized herein.

ARTICLE 4. PROGRESS PAYMENTS

The Owner shall make partial payments on or about thirty (30) days after submission of an estimate on account of the Contract as provided therein, as follows:

Ninety (90) percent of the value, based on the contract prices of labor and materials incorporated in the work and ninety (90) percent of materials suitably stored on the site thereof or at some other location agreed upon in writing by the parties; partial payment quantities will be based on estimates prepared by the Contractor on or about the first of each month of the number of acceptable units of the work performed by the Contractor on each item of work included in the original contract and supplemental agreements, and materials properly stored; no partial payment will be made when the amount due is less than \$1,000.00. Upon substantial completion of the entire work, a sum sufficient to increase the total payment to one hundred percent (100%) of the Contract Price, less any amount retained for completion of remaining minor items of work, will be paid.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due sixty (60) days after substantial completion of the work provided the work be then fully completed and the Contract fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable.

Before issuance of final payment the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material, bills and other indebtedness connected with the work have been paid or otherwise satisfied. The Contractor shall also submit a complete set of As-Built Drawings to the Engineer before final payment is issued.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the Engineer so certifies, the Owner shall, upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6. THE CONTRACT DOCUMENTS

The General Conditions of the Contract, the Special Conditions, the Specifications and the Drawings, together with this Agreement, form the Contract and they are as fully a part of the Contract as if thereto attached or herein repeated. There follows an enumeration of the Contract Documents:

1. Invitation for Bids
2. Instructions to Bidders
3. Bid Proposal, Dated
4. Owner-Contractor Agreement
5. Form of Bid Bond
6. Performance Bond
7. Payment Bond
8. Notice of Award
9. Notice to Proceed
10. Change Order
11. General Conditions
12. Supplemental General Conditions
13. Plans and Specifications prepared by Arnold Consulting Engineering Services, Inc.
14. Kentucky Department of Highway Standard Specifications for Road and Bridge Construction and Kentucky Department of Highways Standard Drawings
15. Addenda _____.

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement, the day and year first above written.

Witness

BY _____
Allen County Schools

TITLE _____

Witness

BY _____
CONTRACTOR

TITLE _____

SECTION 00600
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

(Name of Principal)

As Principal, hereinafter called the Principal, and _____

(Name of Surety)

a corporation duly organized under the laws of the State of _____

as Surety, hereinafter called the Surety, are held and firmly bound unto _____

_____ as Obligee,

(Name of Obligee)

hereinafter called the Obligee, in the sum of _____

_____ Dollars (\$ _____)

for the payment of which sum well and truly to be made, the said Principal and the said surety,

bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,

firmly by these presents. WHEREAS, the Principal has submitted a bid for

Dated _____ 20____, to _____

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect, signed and sealed this _____ day of _____ A. D., 20__.

(Principal) (Seal)

(Title)

(Surety) (Seal)

(Title) (Seal)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the _____ Secretary of the corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal was then _____ of said corporation; that I knew his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested to for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

SECTION 00601

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: That we, _____

as Principal, and the _____ INSURANCE COMPANY, a _____

corporation, as surety, and held and firmly bound unto

_____ as Oblige, in the sum of _____

(\$ _____) DOLLARS, for which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, on the ___ day of _____, 20___, the Principal entered into a contract with the Oblige for _____

which contract is by reference made a part hereof and is hereafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Principal shall faithfully perform said contract according to its terms, covenants, and conditions, then this obligation shall be void; otherwise it shall remain in full force and effect.

Dated this ___ day of _____, 20___.

By _____

_____ INSURANCE CO.

By _____
Attorney-in Fact

SECTION 00602

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____ As Principal, and the
_____ INSURANCE COMPANY, A _____ corporation, as Surety, and held and
firmly bound unto _____ as Obligee, in the sum of _____
_____ (\$ _____) DOLLARS for which sum, we bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, on the ___ day of _____, 20___, the Principal entered into a contract with the
Obligee for _____ which contract is by reference made a part hereof and is
hereafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the Principal
shall pay all laborers, mechanics, subcontractors, materialmen, and all persons who shall supply said
Principal or said subcontractors with provisions and supplies for the carrying on of such work, then this
obligation shall be null and void; otherwise to remain in full force and effect.

Dated this ___ day of _____, 20___.

By _____
_____ Insurance Company

By _____
Attorney-in-Fact

SECTION 00610

NOTICE OF AWARD

To:

PROJECT DESCRIPTION: ACS Entrance Road Widening

The Owner has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated _____.

You are hereby notified that your BID has been accepted in the amount of _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of Notice of approval to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of said Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ___ day of _____, 20 ___.

Allen County Schools

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____, this ___ day of _____, 20__.

By: _____

Title: _____

SECTION 00615

NOTICE TO PROCEED

TO:

DATE:

PROJECT: ACS Entrance Road Widening

You are hereby notified to commence work in accordance with the Agreement dated _____, 20____, on or before _____, 20____, and you are to complete the WORK no later than the specified date of completion. The date of completion of all WORK is therefore August 01, 2024.

Simpson County Fiscal Court

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by
_____. This the ____ day of _____, 20__.

By: _____

Title: _____

CHANGE ORDER

Page

Contract ID
 Change Order No
 Contractor
 Contractor
 Address

Project Sponsor
 County
 Project Number
 Project Name

Allen County Schools
 Allen
 Acs Entrance Road Widening

Proposed Changes in Connection with Contract Items:

Item No.		Description	Quantity	Unit	Unit Price	Amount
<i>Total for this Page</i>						
<i>Total for Continuation Page(s)</i>						
<i>Total Contract Items</i>						

Proposed Items of Supplemental Agreement:

Ref. No.		Description	Quantity	Unit	Unit Price	Amount
<i>Total for this Page</i>						
<i>Total for Continuation Page(s)</i>						
<i>Total Supplemental Agreement</i>						
<i>Total Amount</i>						

Time Extension/Explanation:

Reasons for Proposed Changes:

If approved by Simpson County Fiscal Court., the undersigned contractor agrees to do the work outlined herein and to accept as payment in full the basis of payment as set forth herein.

Requested _____
Project Engineer DATE

Recommended _____
Simpson County Fiscal Court DATE

Contractor

Approved _____

Title DATE

By: _____

Date

Page

CHANGE ORDER

Contract ID
Change Order No
Contractor
Contractor

Project Sponsor Allen County Schools
County Allen
Project Number
Project Name ACS Entrance Road Widening

Address

Reasons for Proposed Changes:

SECTION 00700

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance to Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Mediation
31. Taxes

1. DEFINITIONS

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.

- 1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 BIDDER - Any person, firm or corporation submitting a BID for the WORK.
- 1.5 BONDS - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- 1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.7 CONTRACT DOCUMENTS - The contract, including Advertisement for Bids, Information For Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications, including Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Kentucky Department of Highways Standard Drawings, and Addenda.
- 1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 CONTRACTOR - The person, firm, or corporation with whom the OWNER has executed the Agreement.
- 1.11 DRAWINGS - The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.12 ENGINEER - The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.
- 1.13 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.14 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1.15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.16 OWNER - A public or quasi-public body or authority, corporation, associated, partnership, or individual for whom the WORK is to be performed.
- 1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is

assigned to the PROJECT site or any part thereof.

- 1.19 SHOP DRAWINGS - All drawings, diagrams, illustration, brochures, schedules, and other data which are prepared by the CONTRACTOR, a SUB-CONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
 - 1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.
 - 1.21 SUBCONTRACTOR - An individual, firm, or corporation having a direct contact with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
 - 1.22 SUBSTANTIAL COMPLETION - That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
 - 1.23 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS.
 - 1.24 SUPPLIER - Any person, supplier, or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
 - 1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
 - 1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof complete, when posted by certified or registered mail to the said party or his authorized representative on the WORK.
2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS
- 2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
 - 2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.
3. SCHEDULES, REPORTS AND RECORDS
- 3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the OWNER may request concerning WORK performed or to be performed.
 - 3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit schedules showing the

order in which he proposes to carry out the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part as applicable:

- 3.2.1 The dates at which special detail drawings will be required; and
- 3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning and manufacture, the testing and the installation of materials, supplies and equipment.
- 3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

- 4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy, or operation by the OWNER. Additional Technical Specifications are included herein. In case of a conflict between specifications within this document and state specifications, this document shall govern.
- 4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS the specifications shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.
- 4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS

- 5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.
- 5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked, and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies, and equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUB-CONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards.
- 7.2 The OWNER shall provide at their expense the necessary testing and inspection services required by the CONTRACT DOCUMENTS, unless otherwise provided.
- 7.3 The OWNER shall provide all other inspection and testing in accordance with generally accepted standards.
- 7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.
- 7.5 Neither observations by the ENGINEER nor inspections, test, or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- 7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.
- 7.7 If any WORK is covered which the ENGINEER has not specifically requested to observe prior to its being covered, or if the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR at the ENGINEER'S request, will uncover, expose

or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

- 8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change on the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

- 9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

- 10.1 The OWNER shall furnish all land surveys and establish all base lines or control points for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations, and cut sheets.
- 10.2 The CONTRACTOR shall carefully preserve bench marks, property line monuments, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense of replacement and shall be responsible for any mistakes that may be caused by their

unnecessary loss or disturbance.

- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless other specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.
11. PROTECTION OF WORK, PROPERTY AND PERSONS
 - 11.1 The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
 - 11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction (This includes Kentucky OSHA, as well as all other federal, state, and local regulations.) He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them.
 - 11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury, or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.
12. SUPERVISION BY CONTRACTOR
 - 12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.
13. CHANGES IN THE WORK
 - 13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the

CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within fifteen (15) days after the receipt of the ordered change, and the CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any work covered by a CHANGE ORDER or of any claim for increase/decrease in the CONTRACT PRICE shall be determined by one or more of the following methods of the order of precedence listed below:

- (a) Unit prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, the extension of time granted by the OWNER, then the OWNER shall withhold from the final payment, the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 Liquidated damages or any excess cost shall not be assessed against the CONTRACTOR when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority, or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. CORRECTION OF WORK

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. SUBSURFACE CONDITIONS

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or 17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the WORK of the character provided for in the CONTRACT DOCUMENTS.

17.1.2 The OWNER shall promptly investigate the conditions, and if he finds that conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made, and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY

18.1 The OWNER may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

- 18.2 If the CONTRACTOR is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR, and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.
- 18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.
- 18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days' notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.
- 18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure

of the OWNER or ENGINEER.

19. PAYMENTS TO CONTRACTOR

- 19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. Upon substantial completion of the entire work, the OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the WORK still to be completed.
- 19.2 The request for payment may also include an allowance for cost of such major materials and equipment which are suitably stored either at or near the site.
- 19.3 All WORK covered by partial payment made shall thereupon become the sole property of the OWNER, but this provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK upon which payments have been made or the restoration of any damaged WORK, or as a waiver of the right of the OWNER to require the fulfillment of all terms of the CONTRACT DOCUMENTS.
- 19.4 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.
- 19.5 The CONTRACTOR will indemnify and save the OWNER or the OWNER's agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provision of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the

OWNER shall be considered as a payment under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR except as outlined in the technical specifications and later in the Guaranty and other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance Bond and Payment Bonds.

21. INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by any directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as specified in the Special Provisions.

21.4 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall be no less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

22. CONTRACT SECURITY

- 22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.
23. ASSIGNMENTS
- 23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.
24. INDEMNIFICATION
- 24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- 24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs, or SPECIFICATIONS.
25. SEPARATE CONTRACTS
- 25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR's WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

- 25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK and shall properly connect and coordinate his WORK with theirs.
- 25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.
26. SUBCONTRACTING
- 26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.
- 26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S) in excess of fifty percent (50%) of the CONTRACT PRICE, without prior written approval of the OWNER.
- 26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.
27. ENGINEERS AUTHORITY
- 27.1 The ENGINEER shall act as the OWNER's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- 27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory and fabrication plant of the source of material supply.
- 27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 27.4 The ENGINEER will promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.
28. LAND AND RIGHTS-OF-WAY

- 28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- 28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.
- 28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.
29. GUARANTY
- 29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustment, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.
30. MEDIATION
- 30.1 All claims, disputes, and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided by Section 20, may be decided by mediation if the parties mutually agree.
- 30.2 Notice of the request for mediation shall be filed in writing with the other party to the CONTRACT DOCUMENTS and a copy shall be filed with the ENGINEER. Request for mediation shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.
- 30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any mediation proceedings, unless otherwise mutually agreed in writing.
31. TAXES
- 31.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the law of the place where the WORK is performed.

END OF SECTION 00700

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
- a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS 45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

FOR “NON-BID” CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that:
- a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.
 - b. In accordance with [KRS 121.330\(1\) and \(2\)](#), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 2 OF 2

- c. In accordance with [KRS 121.330\(3\) and \(4\)](#), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

Signature Printed Name

Title 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: _____

PART II

**GENERAL REQUIREMENTS AND SPECIAL
NOTES**

DIVISION 1 – GENERAL REQUIREMENT
SECTION 01350
CERTIFICATE OF INSURANCE

Bidder is required to furnish a CERTIFICATE OF INSURANCE, with Allen County Schools designated as additional insured, upon execution of the contract.

Coverage required by the Kentucky Transportation Cabinet shall be no less than the following:

1. Commercial and General Liability-Occurrence not less than \$3,000,000 General aggregate, \$2,000,000 Products & Completed Aggregate, \$3,000,000 Personal & Advertising, \$1,000,000 each occurrence.
2. Automobile Liability - \$1,000,000
3. Employers Liability:
 - (a) \$100,000 – Each Accident Bodily Injury
 - (b) \$500,000 – Policy limit Bodily Injury by Disease
 - (c) \$100,000 – Each Employee Bodily Injury by Disease

DIVISION 1 – GENERAL REQUIREMENTS
SECTION 01360
APPLICATION AND CERTIFICATE FOR PAYMENT

Contractor shall use AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT for monthly pay requests.

DIVISION 1 – GENERAL REQUIREMENTS
SECTION 01505
TEMPORARY FACILITIES

General Definitions:

Refer to General Conditions for basic commitments to provide temporary facilities.

Costs: Except as otherwise indicated, costs associated with temporary facilities are Contractor's (in Contractor Sum), including power/fuel/water usage until time of substantial completion for each major area of project. Temporary facilities remain property of Contractor.

Temporary Utility Services:

Sources: Connect with local/municipal services and franchised utility companies where feasible.

Water: Potable.

Sewers: At time of substantial completion, clean sewers which have been affected by discharge of waste water or runoff from project during construction. Comply with governing regulations and requests by authorities.

Temporary Construction Facilities:

The General Contractor is allowed on the site a Job Site Office with space, utilities and facilities suitable for holding monthly progress meetings. This office shall have telephone service.

De-Watering: Maintain site and construction work free of water accumulation. De-watering includes but is not limited to: Temporary trenches, pumps, ditches, drainage pipe, French drains, etc., as required to remove water from the work site and maintain suitable working conditions on the site. Do not endanger the work or adjacent properties. Maintain protection against flooding.

Temporary Heating: Until the time M/E systems of project can be used to provide temporary heat, provide gas/oil fired space heaters which are UL labeled and approved for construction space heating by appropriate agency. Provide adequate ventilation and thermostatic control. If necessary, furnish temporary structures to retain heat and prevent stoppage of work due to cold temperatures.

Temporary Lighting: Provide lighting of intensity and quality sufficient for proper and safe performance of the work, and for access thereto and security thereof.

Temporary Roads: When necessary to prevent slow-down or stoppage of work due to wet or muddy conditions, provide gravel roads as temporary roadways from paved access to and within the construction site. Remove temporary roads at the completion of the project.

Miscellaneous Facilities: Provide miscellaneous facilities as needed, including temporary stairs, temporary treads on permanent stairs, ramps, ladders, runways, staging, shoring, scaffolding, bracing, barriers, closures, platforms, temporary partitions, waste chutes and similar item.

Drinking Water: Provide either pipe-connected potable water fountains or electric cooled bottled water fountains.

Toilets: Where permitted by governing regulations, provide single-occupant, self-contained units.

Water-piped and sewer-connected temporary toilets may be provided in lieu of self-contained units, at Contractor's option.

Telephones: Engage local telephone company to install and maintain telephones in field office.

Security and Protection:

General: Provide facilities and services as necessary to effectively protect project from losses and persons from injury during the course of construction.

Barricades: Provide barricades at hazardous locations, complete with signs, general lighting, warning lights and similar devices where appropriate or required by regulations.

Lockup and Security: As construction of building structure or shell progresses and it becomes feasible to secure project against intrusion, provide temporary security enclosure, doors and locks as necessary to prevent unauthorized entrance.

Protection of New Work in Place: Protect new work in place from damage caused by the construction process. Cover new work with protective sheeting, plywood, etc., as necessary. Remove protective materials at the completion of the project. Contractor shall take necessary steps to dry out wet/damp soil to achieve moisture content suitable for compaction as determined by the soil's engineer. Steps may include but are not limited to: disking, scarifying, removal and replacement of wet materials, etc.

Temporary Work Platforms: Contractor shall furnish temporary work platforms, mud mats, or other suitable surfaces as required for work to continue during wet and muddy conditions. Time extensions for muddy or wet site conditions will not be granted.

END OF SECTION 01505

DIVISION 1 –GENERALREQUIREMENTS

SECTION 01705

PROJECT CLOSEOUT

General Definitions:

The provisions of this section apply primarily to closeout of actual physical work, not to administrative matters such as final payment and changeover of insurances. Closeout requirements relate to both final completion and substantial completion of work and apply to individual portions of complete work as well as the total work. Specific requirements in other sections have precedence over general requirements of this section.

Procedures at Substantial Completion:

Prerequisites: Comply with General Conditions and complete the following before requesting Architect's/Engineer's inspection of work, or designated portion thereof, for substantial completion:

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.

Submit record documentation, maintenance manuals, tools, spare parts, keys and similar operational items.

Complete instruction of Owner's operating personnel, and start-up of systems.

Complete final cleaning, and remove temporary facilities and tools.

Inspection Procedures: Upon receipt of Contractor's request, Architect/Engineer will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Architect/Engineer will either prepare certificate of substantial completion, or advise Contractor of work which must be performed prior to issuance of certificate of substantial completion. Results of completed inspection will form initial "punch-list" for final acceptance.

Procedures at Final Acceptance:

Re-inspection Procedure: Upon receipt of Contractor's notice that work has been completed, including punch-list items resulting from earlier inspections, and excepting incomplete items delayed because of acceptable circumstances, Architect/Engineer will re-inspect work. Upon completion of re-inspection, Architect/Engineer will either recommend final acceptance and final payment, or advise Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated.

Record Documentation:

Record Drawings: Maintain a complete set of blue/black-line prints of contract drawings and shop drawings for record mark-up purposes throughout the Contract Time. Mark-up drawings during the course of the work to show changes and actual installation conditions, sufficient to form a complete record for Owner's purposes. Give particular attention to work which will be concealed and difficult to measure and record at a later date and work which may require servicing or replacement during life of project. Require entities marking the prints to sign and date each mark-up. Bind prints into manageable sets, with durable paper covers, appropriately labeled.

Maintenance Manuals: Provide 3-ring vinyl-covered binders containing required maintenance manuals, properly identified and indexed. Include operating and maintenance instruction; extended to cover emergencies, spare parts, warranties, inspection procedures, diagrams, safety, security, and similar appropriate data for each system or equipment item.

General Closeout Requirements:

Operator Instructions: Require each Installer of systems requiring continued operation/maintenance by Owner's personnel, to provide on-location instruction to Owner's personnel, sufficient to ensure safe, secure, efficient, non-failing utilization and operation of systems.

Provide instructions for the following categories of work:

- Mechanical/electrical systems
- Live plant materials and lawns
- Floor finishes

Final Cleaning: At closeout time, clean or re-clean entire work to normal level for "first class" maintenance/cleaning of building projects of a similar nature. Remove non-permanent protection and labels, polish glass, clean exposed finishes, touch-up minor finish damage, clean or replace filters of mechanical systems, remove debris and broom-clean non-occupied spaces, sanitize plumbing/food service facilities, clean light fixtures and replace burned-out or dimmed lamps, sweep and wash paved areas, police yards and grounds, and perform similar cleanup operations needed to produce a "clean" condition as judged by Architect/Engineer.

Close-Out Documents: Complete and submit to the Engineer the following documents prior to approval of final payment:

1. Final Pay Request – AIA G702
2. Consent of Surety for Final Payment – AIA G707
3. Contractor's Affidavit of Payment of Debts & Claims – AIA G706
4. Contractor's Affidavit of Release of Liens – AIA G706A (from each supplier, subcontractor and general contractor).
5. Certificate of Substantial Completion – AIA G704.

END OF SECTION 01705

DIVISION 2 – SITEWORK
SECTION 02211
ROCK REMOVAL

1. GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall excavate rock, if encountered, as required to perform the required work, and shall dispose of the excavated material, and shall furnish acceptable material for backfill in place of the excavated rock.
- B. In general, rock in pipe trenches shall be excavated so as to be not less than 6 inches from the pipe after it has been laid.

1.02 REFERENCES

- A. NFPA 495 – Code for the Manufacture, Transportation, Storage and use of Explosive Materials.
- B. Commonwealth of Kentucky Department of Mines and Minerals, Laws and Regulations Governing Explosives and Blasting.

1.03 REGULATORY REQUIREMENTS

- A. Conform to Kentucky Department of Mines and Minerals code for explosive disintegration of rock.
- B. Obtain permits from local authorities having jurisdiction before explosives are brought to site or drilling is started.

2. PRODUCTS

2.01 MATERIALS

- A. Rock definition: Solid mineral material that cannot be removed with a power shovel.
- B. Explosives: Type recommended by explosives firm and required by authorities having jurisdiction.
- C. Delay devices: Type recommended by explosives firm and conforming to state regulations.
- D. Blasting mat materials: Type recommended by explosives firm and conforming to state regulations.

3. EXECUTION

3.01 EXPLOSIVES

- A. The Contractor shall keep explosives on the site only in such quantity as may be needed for the Work under way and only during such time as they are being used. He shall notify the Engineer, in advance, of his intention to store and use explosives. Explosives shall be stored in a secure manner and separate from all tools. Caps or detonators shall be safely stored at a point over 100 feet distance from the explosives. When the need for explosives has ended, all such materials remaining on the Work shall be promptly removed from the premises.
- B. The Contractor shall observe all state, federal and municipal laws, ordinances and regulations relating to the transportation, storage, handling and use of explosives. In the event that any of the above-mentioned laws, ordinances or regulations require a licensed blaster to perform or supervise the Work of blasting, said licensed blaster shall, at all times have his license on the Work shall permit examination thereof by the Engineer or other officials having jurisdiction.

3.02 BLASTING PRECAUTIONS

- A. No explosives shall be used within 20 feet of:
 - 1. Building and/or structures existing, constructed or under construction.
 - 2. Underground and/or overhead utilities whether existing or partially constructed.
- B. Permission for any deviation from the restriction set forth above shall be secured from the Engineer, in writing; however, permission for any such deviations shall not relieve the Contractor from any responsibility in the event of damage to buildings, structures or utilities.
- C. All operations involving explosives shall be conducted with all possible care to avoid injury to persons and property. Blasting shall be done only with such quantities and strengths of explosives and in such a manner as will break the rock approximately to the intended lines and grades and yet will leave the rock not to be excavated in an unshattered condition. Care shall be taken to avoid excessive cracking of the rock upon or against which any structure will be built, and to prevent injury to existing pipes or other structures and property above or below ground. Rock shall be well covered with logs or mats, or both, where required. Sufficient warning shall be given to all persons in the vicinity of the Work before a charge is exploded.
- D. The Contractor shall be solely responsible for his blasting operations. The Contractor shall not hold the Owner and/or the Engineer liable for any damages resulting from his blasting operations on this project.

3.03 PAYMENT

Rock excavation shall be bid as unclassified and will not be paid for separately.

END OF SECTION 02211

SPECIAL PROVISION FOR WASTE AND BORROW SITES

The contractor is advised that it is their responsibility to gain U.S. Army Corp of Engineer's approval before utilizing a waste or borrow site that involves "Waters of the United States". "Waters of the United States are defined as perennial or intermittent streams, ponds or wetlands. Ephemeral streams are also considered jurisdictional waters, and are typically dry except during rainfall, but have a defined drainage channel. Questions concerning potential impacts to "Waters..." should be brought to the attention of the appropriate District Office for the Corps of Engineers for a determination, prior to disturbance. Any fees associated with obtaining approval from the U.S. Army Corp of Engineer or other appropriate regulatory agencies for waste and borrow sites is the responsibility of the contractor.

**Special Note For:
Erosion Prevention and Sediment Control
KY 100 Widening**

The Contractor shall be responsible for filing the Kentucky Pollution Discharge Elimination System (KPDES) **KYR100000** permit Notice of Intent (NOI) with the Kentucky Division of Water (DOW) and any KPDES local Municipal Separate Storm Water System (MS4) program that has jurisdiction. The NOI shall name the contractor as the Facility Operator.

The contractor shall perform all temporary erosion/sediment control functions including: providing a Best Management Practice (BMP) Plan, conducting required inspections, modifying the BMP plan documents as construction progresses and documenting the installation and maintenance of BMP in conformance with the KPDES KYR10 permit or a permit re-issued to replace the KYR10 permit. This work shall be conducted in conformance with the requirements of Section 213 of the KYTC 2019 Department of Highways, Standard Specifications for road and Bridge Construction.

Contrary to Section 213.05, bid items for temporary BMPs will not be listed and will be incidental to the lump sum project item.

The Contractor shall be responsible for applying “good engineering practices” as required by the KPDES permit. The contractor may use any temporary BMPs with the approval of the Engineer.

The Contractor shall provide the Engineer copies of all documents required by the KPDES permit at the time they are prepared.

The Contractor shall be responsible for the examination of the soils to be encountered and make his own independent determination of the temporary BMPs that will be required to accomplish effective erosion prevention and sediment control.

The Contractor shall be responsible for filing the KPDES permit Notice of Termination (NOT) with the Kentucky DOW and any local MS4 program that has jurisdiction. The NOT shall be filed after the Engineer agrees that the project is stabilized, or the project has been formally accepted.

UTILITY IMPACT NOTE

ALL EXISTING FACILITIES ARE TO REMAIN AND NOT BE DISTURBED.

PART III

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

All work and materials necessary to construct this project shall conform to the requirements specified in the current edition of the Kentucky Standard Specifications for Road and Bridge Construction and current edition of the Kentucky Department of Highways Standard Drawings. The only contradiction being that payment for all items of work necessary to construct this project according to plans, specifications and standard drawings will be incidental to the lump sum bid item for the project.