

SPECIFICATIONS
and
BIDDING DOCUMENTS

for

**2021 STREET PROGRAM-
HOMESTEAD DRIVE, ABBOTSBURY PLACE &
WILLOWBROOK LANE**

CITY OF EDGEWOOD, KY



APRIL 2021
21044

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INVITATION TO BID

The City of Edgewood, Kentucky is accepting bids for 2021 Street Program- Homestead Drive, Abbotsbury Place & Willow Brook Lane. Bidders may obtain contract documents from Key Companies at 411 Elliott Avenue, Cincinnati, Ohio 45215 (Phone: 513-821-2111) or at www.keycompanies.com. Sealed proposals (in duplicate) will be received at the Office of the City Clerk, Edgewood City Building, 385 Dudley Road, Edgewood, KY 41017 until May 6, 2021 at 10:00am. Please visit <https://edgewoodky.gov/bids/> for more information.

Publish: CINCINNATI ENQUIRER APRIL 22, 20201

INFORMATION FOR BIDDERS

A sealed bid for the **2021 STREET PROGRAM- HOMESTEAD DRIVE, ABBOTSBURY PLACE & WILLOWBROOK LANE** for **EDGEWOOD, KY** will be received at **385 DUDLEY ROAD, EDGEWOOD, KY 41017**, until **MAY 6, 2021 AT 10:00AM** local time and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to **EDGEWOOD, KY**. Each sealed envelope containing a BID must be plainly marked on the outside with the name of the BIDDER, his address, and the name of the Project for which the BID is submitted. If forwarded by mail, the BID must be transmitted in a separate mailing envelope.

All BIDS must be made on the required BID FORM. All blank spaces for BID prices must be filled, in ink or typewritten, and the BID FORM must be fully completed and executed when submitted. One copy of the BID FORM is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the contracts cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The OWNER shall provide to the BIDDER prior to the BIDDING, all the information which is pertinent to, and delineates and describes, the land owned and right-of-ways acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the Contract.

Each BID must be accompanied by a BID GUARANTY and CONTRACT BOND as per the Ohio Revised Code payable to the OWNER. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned.

Attorneys-in-fact who sign the BID GUARANTY AND CONTRACT BOND must file with the BOND a certified and effective dated copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the contract within ten (10) calendar days from the date when the Notice of Award is delivered to the BIDDER. The Notice of Award shall be accompanied by the necessary Contract. If the Contract is not signed and returned to the owner within the ten (10) day period, the OWNER may at his option consider the BIDDER in default, in which case the BID GUARANTY BOND accompanying the proposal shall become the property of the OWNER.

The OWNER, within ten (10) days of receipt of the CONTRACT signed by the party to whom the Contract was awarded, shall sign the Contract and return to such party an executed duplicate of the Contract. Should the OWNER not execute the Contract within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Contract. Such notice of withdraw shall be effective upon receipt of the Notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such

period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigations of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated herein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the PROJECT shall apply to the contract throughout.

BIDDER is responsible for inspecting the site and for being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

BIDDER may withdraw his BID, in person only, at any time prior to the scheduled time for closing the receipt of BIDS. Withdrawals after the scheduled time for closing the receipt of BIDS will not be permitted for a period of sixty (60) days.

BIDDER'S attention is directed to the fact that the BID requires the BIDDER to submit alternate prices and unit prices as called for. It is essential for a complete bid that the BIDDER submit all alternate prices and unit prices requested.

Unit prices will be used as the basis for computing additions to or deductions from the Contract amount when a variation from the quality of WORK called for exists. Unit Prices shall include labor and materials on an installed basis.

The OWNER reserves the right to make, at any time during the process of the work, such increase or decrease in quantities as may be found to be necessary or desirable. The quantities appearing on the Bid Form are approximate only and are prepared for comparison of bids. Payment will be made only for the actual quantities of work performed and completed.

The Owner reserves the right to reject any and all unit prices in the event that such prices are considered excessive or unreasonable. If any person contemplating the submission of a bid for the proposed work is in doubt as to the true meaning of any part of the Drawings, Specifications, or other CONTRACT DOCUMENTS, he shall submit a written request for an interpretation thereof to the Engineer. The person making the request will be responsible for its prompt delivery. Any interpretation of the CONTRACT DOCUMENTS will be made only by ADDENDUM duly issued to each person receiving a set of such DOCUMENTS. Neither the OWNER nor the Engineer will be responsible for explanations or interpretations of proposed DOCUMENTS except as issued in accordance herewith. Should it be impossible for the BIDDER to resolve a discrepancy in writing, he shall bid the work the more expensive way.

CONTRACT DOCUMENTS covering the entire Project are available for inspection at the offices of the Owner. Each BIDDER is cautioned to fully acquaint himself with all documents so as to fully understand and consider the entire scope of the WORK.

The successful BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so.

The ENGINEER is **BRANDSTETTER CARROLL INC.**, 308 East Eighth Street, Cincinnati, Ohio 45202, (513) 651-4224.

BIDDER IDENTIFICATION

ATTENTION BIDDER: **Please fill out this form and submit with your bid.**

COMPANY NAME: _____

CHIEF EXECUTIVE OFFICER: _____

FEDERAL I.D. #: _____

ADDRESS: _____

PHONE NUMBER: _____

PROJECT CONTACT PERSON: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

BONDING COMPANY NAME: _____

BONDING COMPANY ADDRESS: _____

BONDING COMPANY PHONE: _____

NOTICE TO BIDDERS

The following documents must be completed and submitted in the packet with the Bid Form at the time of the bid:

- Bidder Identification
- Bid Guaranty and Contract Bond
- Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest
- List of Subcontractors
- Delinquent Personal Property Tax Affidavit
- Corporation Affidavit
- Experience Statement
- Substitution Sheet

Note: On Page 1 of the Bid Form, the Bidder must enter his number of days for project completion in the space provided. If this number has been predetermined by the Owner, the Owner's requirement for the completion time will appear in the space.

Receipt of any Addenda for this project must also be acknowledged in the space provided on Page 1 of the Bid Form. ***It is the Bidders responsibility to have either an email address or a fax number on file with the Plan Room to ensure that any addendum issued is received by the Bidder.***

BID FORM

Project: **2021 STREET PROGRAM - HOMESTEAD
DRIVE, ABBOTSBURY PLACE &
WILLOWBROOK LANE
EDGEWOOD, KY**

Bidder:

21044

In compliance with your **Invitation for Bids**, the undersigned Bidder(s) hereby proposes to furnish all materials and perform all the work necessary for the construction of the above referenced project, in strict accordance with the Contract Documents as prepared by Brandstetter Carroll Inc., and within the time set forth within and at the price stated in this form.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the PROJECT within calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$1,000.00** for each consecutive calendar day thereafter as provided in the General Conditions.

Bidder acknowledges receipt of the following ADDENDUM:

**BID FORM
2021 STREET PROGRAM
HOMESTEAD DRIVE
21044**

PAY ITEM	SPEC	DESCRIPTION	QTY	UNIT	COST	TOTAL
1	112	Maintain Traffic	1	LS		
2	302	7" Concrete Drive Remove and Replace as Directed (7")	550	SF		
3	407	Tackless Coat	320	Gal		
4	403	Leveling Course (1.5")	260	Ton		
5	403	Surface Course (1.5")	260	Ton		
6	408	Pavement Milling	3,110	SY		
7	506	Concrete Curb and Gutter Remove and Replace (30")	2,400	LF		
8	638	Adjust Catch Basin to Grade	3	EA		
9	644	Stop Bar	10	LF		
10	704	6" Underdrain	2,400	LF		
11	SPEC	Full Depth Asphalt Pavement Repair	50	Ton		
12	SPEC	Partial Depth Pavement Repair	65	Ton		
SUB-TOTAL BASE BID ITEMS 1 THRU 12						

ALTERNATE NO.1 -FULL DEPTH REPAIR CONCRETE PAVEMENT

A1-1	112	Maintain Traffic	1	LS		
A1-2	203	Pavement Removal	3,110	SY		
A1-3	207	Subgrade Reshaping and Compacting	3,110	SY		
A1-4	302/501	Concrete Pavement (7" Concrete/6" Aggregate Base with Integral Rolled Curb)	3,110	SY		
A1-5	704	6" Underdrain	2,400	LF		
CONTINGENCY ITEMS						
A1-6	SPEC	Subgrade Repair	75	SY		
TOTAL ALTERNATE ITEMS A1-1 THRU A1-6						

BID FORM
ABBOTSBURY PLACE
EDGEWOOD, KY
21041

PAY ITEM	SPEC	DESCRIPTION	QTY	UNIT	COST	TOTAL
13	112	Maintain Traffic	1	LS		
14	403	Leveling Course (5')	260	Ton		
15	403	Surface Course (1.5")	260	Ton		
16	407	Trackless Coat	65	Gal		
17	408	2" Milling	650	SY		
18	506	Concrete Curb and Gutter Remove and Replace	200	LF		
19	638	Adjust Valve Box to Grade	1	LS		
20	SPEC	Full Depth Asphalt Pavement Repair	20	Ton		
SUB-TOTAL BASE BID ITEMS 13 THRU 20						

BID FORM
WILLOWBROOK LANE
EDGEWOOD, KY
21041

PAY ITEM	SPEC	DESCRIPTION	QTY	UNIT	COST	TOTAL
21	112	Maintain Traffic	1	LS		
22	403	Leveling Course (1.5")	165	Ton		
23	403	Surface Course (1.5")	165	Ton		
24	407	Trackless Coat	210	Gal		
25	408	Pavement Milling	2,100	SY		
26	506	Concrete Curb and Gutter Remove and Replace	200	LF		
27	609	6" Extruded Concrete Curb Remove and Replace	200	LF		
28	644	Stop Bar	12	LF		
29	SPEC	Full Depth Asphalt Pavement Repair	30	Ton		
30	SPEC	Partial Depth Repair	20	Ton		
31	SPEC	Concrete Road Remove and Replace (10") in Cul-de-sac, Two Half Blocks	120	SY		
32	SPEC	Asphalt Driveway Remove and Replace (4")	120	SY		
SUB-TOTAL BID ITEMS 21 THRU 32						
GRAND TOTAL BASE BID ITEMS 1 THRU 32						

BID SUMMARY

Total Bid Items 1 thru 32 in Figures: \$_____

Total Bid Items 1 thru 32 in Words: _____

Amount of Bid to be shown in both figures and words. In case of discrepancy, the amount tabulated from the unit prices shall govern.

Respectfully Submitted:

Signature: _____

Street Address: _____

Title: _____

City/ST/Zip: _____

Company: _____

Date: _____

Telephone: _____

Fax: _____

Email: _____

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

(Here insert full name or legal title of Contractor and address)

as Principal and _____

(Here insert full name or legal title of Surety)

As Surety, are hereby held and firmly bound unto **THE CITY OF EDGEWOOD, KY** hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project known as:

2021 STREET PROGRAM- HOMESTEAD DRIVE, ABBOTSBURY PLACE & WILLOWBROOK LANE

The penal sum referred to herein shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ dollars (\$ _____). (If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternatives. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternatives, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bond on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the plans, details, specifications, contract documents, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lower bidder to perform the work covered by the bid; or in event the Obligee does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference, not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then the obligation shall be null and void, otherwise to remain in full force and effect.

If the Obligee accepts the bid of the Principal and the Principal, within ten days after the awarding of the contract, enters into proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and if the said Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialman, laborers, for labor performed and materials furnished in the carrying forward, performing, and completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunto shall in no event exceed the penal obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, 20____.

Principal

By: _____

Title: _____

Surety

Witness: _____

By: _____
Attorney-in-Fact

Surety Company Address

Surety Agent's Name and Address

**AUTHENTICATION OF BID AND STATEMENT OF
NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby certify:

That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation).

That the submitted bid or bids have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition, as prohibited

That the contents of the bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder, its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids.

That the bidder is legally entitled to enter into the contracts with **EDGEWOOD, KY** and is not in violation of any prohibited conflict of interest.

This offer is for sixty (60) calendar days from the date the bid is opened. In submitting the above, it is expressly agreed upon proper acceptance by the Owner of any or all items bid above, a contract shall thereby be created with respect to the items accepted.

That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Amount.

READ CAREFULLY – SIGN IN SPACE BELOW

FAILURE TO SIGN INVALIDATES BID

Signed By _____

Title _____

Firm _____

Telephone _____

Address _____

Fax No. _____

Date _____

FORM OF CONTRACT

This Contract, made the _____ day of _____, 20____ by and between _____, hereinafter called the "Contractor," and **EDGEWOOD, KY** hereinafter called the "Owner."

Witnesseth, that the Contractor and the Owner for the consideration stated herein, agree as follows:

ARTICLE I, SCOPE OF WORK: The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for **2021 STREET PROGRAM- HOMESTEAD DRIVE, ABBOTSBURY PLACE & WILLOWBROOK LANE** all in accordance with the plans and specifications as prepared by Brandstetter Carroll Inc., Cincinnati, Ohio, referred to herein as the "Engineer," which plans are made part of the Contract, and in strict compliance with the Contractor's Proposal and other Contract Documents shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II, THE CONTRACT PRICE: The OWNER shall pay to the Contractor for the performance of the Contract, subject to additions or deductions provided therein, in current funds, the contract prices computed as follows:

ARTICLE III, TIME FOR COMPLETION: The Contractor agrees to complete the work included under this contract within _____ consecutive calendar days after the Notice to Proceed is issued.

ARTICLE IV, COMPONENT PARTS OF THIS CONTRACT: This Contract consists of the following component parts, all of which are fully part of this contract as if herein set out verbatim, or if not attached, as if hereto attached: 1) General Conditions; 2) Special Conditions; 3) Invitation to Bid; 4) Information for Bidders; 5) Work and Material Specifications; 6) Plans; 7) Bid; 8) This Instrument.

In Witness Whereof, the parties to this Contract have hereunto set their hand and seals and have executed this Contract in duplicate, the day and year first above written:

Attest:

Owner:

By _____

Title _____

Contractor:

By _____

Title _____

NOTICE TO PROCEED

This Notice to Proceed is hereby issued to _____ to proceed with the construction of the **2021 STREET PROGRAM- HOMESTEAD DRIVE, ABBOTSBURY PLACE & WILLOWBROOK LANE** Work is to be done in accordance with the plans and specifications as prepared by **Brandstetter Carroll, Inc.**

This Notice to Proceed is hereby issued on _____ with a contract completion time of _____ consecutive calendar days, the completion date is _____.

Issued by:

EDGEWOOD, KY

ACCEPTANCE

Receipt of the above Notice to Proceed is hereby acknowledged by

Contracting Company

on this the _____ day of _____, 20_____.

BY: _____
Name

Title

EXPERIENCE STATEMENT

The Bidder is required to state in detail, in the space provided below, what work of a character similar to that included in the proposal contract he has done, to give reference and such other detailed information as will enable the Owner to judge of his responsibility, experience, skill, and financial standing. Among other things, this statement shall include the following: evidence to the effect that the Bidder maintains a permanent place of business; has adequate construction facilities and equipment available for the work under the proposed contract; incidental to the work; evidence to the effect that the Bidder has appropriate technical experience and has in his employ a sufficient number of skilled and trained workmen to carry to completion, within the contract time, the work to be done under this contract.

[illegible]

SUBSTITUTION SHEET

All Bids must be based in the "Standards" specified. Bidder is to list here any "Substitutions" for which consideration is desired, showing the addition or reduction in price to be made, for each, if the substitution is accepted, or stating "No Change in Price", if none is proposed.

[illegible]

It is understood and agreed that the proposal submitted is based on furnishing "Standards" as specified and entitles the Owner to require that such named materials and methods be incorporated in the work, except as Substitutions, if they are accepted, based on the quotations entered above, are subsequently made a part of the written contract.

Signed:

Bidder

LIST OF SUBCONTRACTORS

PROJECT: 2021 STREET PROGRAM-
HOMESTEAD DRIVE, ABBOTSBURY
PLACE & WILLOWBROOK LANE
EDGEWOOD, KY

ENGINEER: Brandstetter Carroll Inc.

To: _____

ENGINEER'S PROJECT NO.: **21044**

DATE: _____

List Subcontractors and others proposed to be employed on the above Project as required by the bidding documents. (To be filled out by the Contractor and returned to the Engineer).

<u>Work</u>	<u>Firm</u>	<u>Address</u>	<u>Phone</u>	<u>Representative</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

I hereby certify:

1. That I am the Bidder (if the bidder is an individual), a partner in the Bidder (if the bidder is a partnership), or an office or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation).
2. That the bidder is not charged at the time the Bid was submitted with any delinquent personal property taxes on the general tax list of personal property of _____ County;
3. That the Bidder is not charged with delinquent personal property taxes on any such tax list, or if the Bidder is charged with any delinquent personal property tax, the delinquent tax amount is \$ _____; and the amount of the due and unpaid penalties and interest is \$ _____;
4. That I have fully informed myself and affirm the accuracy of all statements made in this Affidavit.

READ CAREFULLY – SIGN SPACE – FAILURE TO SIGN INVALIDATES BID

Signed by

Title _____

Firm _____ Phone No. _____

Address _____ Area Code _____

City State Zip Code

Date _____

Sworn to before me this _____ day of _____, 20____.

Notary Public _____

County of _____

State of _____

My Commission Expires _____

CORPORATION AFFIDAVIT

County of: _____

State of: _____

_____, be duly sworn, deposes and says that he is Secretary of _____, a corporation organized and existing under and by virtue of the laws of the State of _____, and having its principal office at: (Street & Number): _____, (City): _____ (State): _____.

Affidavit further says that he is familiar with the record minute books and by-laws of (Name of Corporation) _____.

Affidavit further says that

(Officer's Name): _____, (Title): _____ of the Corporation is duly authorized to sign the contract for the construction of the _____

For said Corporation by virtue of _____.

(State whether a provision of by-laws or a resolution of the Board of Directors. If by a resolution, give date of adoption.)

Affiant: _____

Sworn to me this _____ day of _____, 20____.

Notary Public: _____

County Of: _____

State Of: _____

My Commission Expires: _____

**SUBCONTRACTOR ACKNOWLEDGEMENT OF PAYMENT
AND FINAL RELEASE OF LIEN**

For and in consideration of _____ the receipt and sufficiency of which is hereby acknowledged, the undersigned

(Name of Company)

does hereby waive, release and relinquish any and all claims, demands, and right of lien for all work, labor, material, machinery, and other goods, equipment, and services done, performed, and furnished in and for the improvement, repair and construction of

**2021 STREET PROGRAM- HOMESTEAD DRIVE, ABBOTSBURY PLACE & WILLOWBROOK LANE
EDGEWOOD, KY**

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this

_____ day of _____, 20__.

Name of Company

By: _____

Title

This _____ day of _____, 20 __, _____

Being personally known to me, appeared before me and executed the foregoing Final Release of Lien and acknowledged such execution to be his free act and deed.

NOTARY PUBLIC

NOTARY SEAL

My Commission expires _____, 20__.

GUARANTEE

To: _____

Date: _____

The undersigned _____ having heretofore entered into a contract with the **EDGEWOOD, KY** dated _____ for the Improvement, Repair, and/or Construction of: **2021 STREET PROGRAM- HOMESTEAD DRIVE, ABBOTSBURY PLACE & WILLOWBROOK LANE** and in accordance with the terms of said contract do hereby guarantee that all labor and the materials furnished and work performed by us under said contract is in conformity with such plans and specifications and authorized alterations thereto and that such Improvement, Repair, and/or Construction installed pursuant to said contract is free from imperfect workmanship and materials, and we agree to repair at our own cost and expense all of the work covered under said contract and change orders which may prove to be defective for a period of one (1) year from the date hereof. Furthermore, we agree to repair at our sole cost, any work which may affect or disturb in making the repairs herein contemplated.

The Contractor does further warrant that he knows of no claim for or possible claim for damages or injuries relative to the above work, labor and material as against himself, his laborers, and employees or his subcontractors, their laborers and employees except

(if none write none)

It is understood and agreed that the **EDGEWOOD, KY** shall be the sole judge of any imperfections, and the within repairs done under their supervision

Guarantee Period Begins:

(Date) (Name of Company)

By: _____ Title: _____

This _____ day of _____, 20_____.

_____, being personally known to me, appeared before me and executed the foregoing guarantee and acknowledged such execution to be his free act and deed.

NOTARY PUBLIC

NOTARY SEAL

My Commission expires _____, 20_____.

CERTIFICATE OF OWNER'S ATTORNEY

I, _____, the undersigned, the duly authorized and acting legal representative of _____, do hereby certify as follows"

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature

Date

CERTIFICATION REGARDING AVAILABILITY OF FUNDS

Date: _____

ATTEST:

I, _____, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the treasury of _____, Kentucky, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Signature

SEAL:

GENERAL CONDITIONS

1. **DEFINITIONS AND TERMS**

Whenever in this text the following terms are used (or pronouns in place of them), the intent and meaning of the terms shall be interpreted as follows:

Whenever in this text the following terms are used (or pronouns in place of them), the intent and meaning of the terms shall be interpreted as follows:

- | | | |
|-----|---------------------------------|--|
| 1. | Owner..... | EDGEWOOD, KY |
| 2. | Project Director | Duly authorized representative of the Owner; e.g., Resident Engineer, Inspector, etc. |
| 3. | Engineer | Brandstetter Carroll Inc.
308 East Eighth Street
Cincinnati, Ohio 45202 |
| 4. | Bidder..... | Any person, firm, partnership, or corporation submitting a Proposal for the Project contemplated, acting directly or through a duly authorized representative. |
| 5. | Contractor | The person, firm, partnership, or corporation to whom the within Contract is awarded by the Owner. |
| 6. | Subcontractor | A person, firm, partnership, or corporation other than a Contractor, supplying labor and materials or labor for work at the site of the Project. |
| 7. | Surety..... | Any person, firm, partnership, or corporation that has executed, as Surety, the Contractor's Contract Bond securing the performance of the within Contract. |
| 8. | Proposal | The offer of the Bidder to perform the work on the Project when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed. |
| 9. | Contract | The written agreement between the owner and the Contractor covering the performance of the work on the Project and furnishing of labor and/or materials in the construction of the work on the Project. Said Contract being made on the forms provided herein. |
| 10. | Bid Guaranty and Contract Bonds | The approved Form of Security furnished by the Contractor and his Surety, or Sureties, as a guarantee that he will perform and complete the work on the Project in accordance with the terms of the Contract and all supplementary agreements pertaining thereto, and pay in full for all labor and materials furnished in connection with the work on this Project. |

- | | | |
|-----|--------------------------|---|
| 11. | Project | The entire improvements specified in the Contract Documents. |
| 12. | Contract Documents | This item includes all of the statements and provisions described in this text and the construction drawing(s). |

2. CLARIFICATION OF CONTRACT DOCUMENTS

If any person, firm, partnership, or corporation who contemplates submitting a Proposal for this Project is in doubt as to the true meaning of any part of the Contract Documents, he may submit to the Project Director, a written request for a clarification thereof, and the person, firm, partnership, or corporation submitting the request shall be responsible for its prompt delivery. Clarification of these Contract Documents will not be made except through a written communication duly issued by the Project Director. A copy of such will be mailed, or delivered, to each person securing a set of Contract Documents, provided that a sufficient period of time is available for the issuance of such a communication prior to the receipt of bids, and it shall be attached to and become part of the Contract Documents.

3. PERSONAL EXAMINATION

Bidders are required to satisfy themselves by personal examination of the Contract Documents and investigation at the site of the proposed work as to the conditions existing and the difficulties likely to be encountered in the construction of the work.

No pleas of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every respect, all the requirements of the Contract, nor will the same be accepted as a basis for any claim whatsoever for extra compensation or for an extension of time.

4. STATEMENT OF QUANTITIES

The estimate of quantities of work, if included in the Proposal, is approximate only and will not become the basis for calculating the final payment for the work. However, the estimated quantities shall be used by the Owner in calculating the total amount of the Proposal for comparison of bids.

5. PROPOSAL

Bid security of all except the three (3) lowest bidders will be returned within ten (10) days after the opening of bids. Bid security of the three (3) lowest bidders will be returned within ten (10) days after the Contract has been executed with the successful Bidder and the required bonds have been finally approved by the Owner. If the required Contract and Contract Bonds have not been executed within sixty (60) days after the time specified in the "Attention All Bidders" for the Owner to evaluate bids, the bid security of any bidder will be returned upon his request, provided he has not been given "Notice of Award" prior to the date of such request.

Any bidder may withdraw his Proposal, providing his written request is received by the Owner prior to the specified time of the opening bid, or he may change or modify his Proposal in the same manner in which it was originally submitted, but no bidder may withdraw his Proposal after the specified time of the opening of bids. Proposals received after the specified time of the bid opening will be returned to the bidder unopened.

6. PREPARATION AND SUBMISSION OF BIDS

All bids shall be submitted on the forms furnished by the Owner or copies thereof. They shall be signed in ink by an authorized representative of the bidder. Erasures or changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures, alteration of forms, or irregularities of any kind may be rejected by the Owner; however, the Owner reserves the right to accept or to reject any or all Proposals and to waive defects or technicalities as he may deem best for his interest.

Whenever in any of the Contract Documents an article, material, or equipment is defined by describing a proprietary product or by using the name of a manufacturer or vendor, it is done for the express purpose of establishing a basis for the type of function, quality, durability and efficiency and not for the purpose of limiting competition.

The bidders shall submit all supportive data for the items desired to be considered. The data shall include drawings with all necessary dimensions, description of the materials used in the construction of the item, characteristic curves for pumps, manufacturer's brochure and all data deemed to be necessary in evaluating the proposed items.

If it is determined that items prepared for use in the Project do not meet the specification, the Contractor shall use one of the named items.

Proposals with all required supporting documents shall be sealed in an envelope which shall have the following information inscribed in the upper left-hand corner: the names of the bidder, bid for (give title as advertised), bid opening date.

7. COMPETENCY OF BIDDERS

The Owner requires that the bidder shall furnish satisfactory evidence that he has the necessary resources to fulfill the conditions of the Contract Documents. The evidence shall be listed in the form, "Experience Statement".

8. PROPOSAL CONSIDERATIONS

The Owner reserves the right to accept, reject, or waive any informalities in any Proposal made for the work contemplated herein. The "Attention All Bidders" specifies the time reserved by the Owner for the evaluation of bids.

9. FINAL AWARD

The Contract shall be considered to have been awarded and binding upon the contracting parties on or after the date of the "Notice of Award" from the Owner. The Contractor shall within ten (10) days from the date of the "Notice of Award", furnish to the Owner four (4) copies of the required "Contract Bonds" and proof of Insurance Coverage; and shall sign the "Form of Contract". The Contract shall be considered as awarded after the Owner is satisfied as to the Surety or Sureties offered by the Contractor on the contract bonds guaranteeing his performance of the Contract; the proof of insurance coverage is satisfactory; and the authorized representative(s) of the Owner has (have) affixed his (their) signature(s) thereto.

10. FORFEITURE OF CONTRACT

If the party to whom the "Notice of Award" has been mailed has not executed the "Form of Contract", the "Contract Bonds" and provided the Proof of Insurance within ten (10) days as specified in the section entitled "Final Award" he shall be considered in default thereof, and the Owner in addition to any other remedies at law or equity available to Owner may retain the deposit accompanying his proposal as liquidated damages for any expense or delay which may be incurred in making another letting for the performance of said work and to indemnify said Owner for any loss which he may sustain. The Project may then be re-bid or let to another bidder, as the Owner may determine.

11. SUBCONTRACTING

The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are not performed by a Contractor, under the following conditions:

- A. The Contractor shall not award work to any Subcontractor without prior written approval of the Owner.
- B. 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 himself.
- C. 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 regarding terminating any Subcontract that the Owner may exercise over the Contractor under any provision on the Contract Documents.
- D. Nothing contained in these Contract Documents shall create any contractual relation between the Owner and the Subcontractor.

The rights and duties of the Owner and Contractor in the Contract Documents, under this section and otherwise in the Contract Documents, with reference to the designation and approval of any Subcontractor or person or entity proposed to perform and/or furnish labor and/or materials on the Project, shall be binding and enforceable only as between the Owner and Contractor and shall not be construed or implied to create or vest any rights in any such Subcontractor or person or entity or any party other than the Owner and Contractor.

12. COMMENCEMENT AND COMPLETION OF WORK AND LIQUIDATED DAMAGES

The calendar days established for completion of the work in the "Proposal" shall commence on the date of the "Notice to Proceed". All work under this Contract shall be completed within these calendar days by the Contractor, subject to the liquidated damages herein provided. However, neither the Contractor nor any Subcontractor shall commence any work on this Project under this Contract until the "Notice to Proceed" has been issued. Time is of the essence in this contract.

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.

If the Contractor fails to complete the work within the Contract time, then the Contractor will pay to the Owner 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.

The Contractor shall not be charged with liquidated damages or any excess cost 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 Engineer:

- A. To any preference, priority or allocation order duly issued by the Owner.
- B. 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, fires, floods, epidemic, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

13. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE AND INDEMNIFICATION OF OWNER

The Contractor and/or Subcontractor on this project will be required to take out and maintain during the life of this Contract, and as provided below, the insurance listed below, and approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. The Contractor shall purchase the insurance listed below to protect the Owner and Engineer from all claims incurred by the action of the Contractor or Subcontractors in the construction of this Project.

Certified copies of the insurance coverage shall be submitted to the Owner for approval within ten (10) days from the date of the "Notice of Award".

- A. Workmen's Compensation and Employees' General Liability Insurance: The Contractor shall procure, and shall maintain during the life of this Contract, Workmen's Compensation Coverage for all of his employees to be engaged in work under this Contract; and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Coverage for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Coverage.

In case any class of employees are engaged in hazardous work and are not protected under the Workmen's Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide employers General Liability Insurance for the protection of such of his employees not otherwise protected.

- B. Public Liability and Owner's or Contractor's Protective Insurance: The Contractor shall procure and maintain the following type of insurance and shall require any of his Subcontractors performing work covered by the Contract to do the same in order to protect themselves from claims for damage to property which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them.

1. (Comprehensive) Automobile Liability covering:

- a. Bodily Injury including wrongful death in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each person and One Million Dollars (\$1,000,000.00) for each accident, and
- b. Property Damage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each accident.

2. (Comprehensive) General Liability covering:

- a. Bodily Injury including wrongful death in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each person and One Million Dollars for each accident, and an aggregate liability of One Million Dollars (\$1,000,000.00), and
- b. Property Damage including Blasting (if applicable to project work) and Underground Excavation in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each accident and an aggregate liability of One Million Dollars (\$1,000,000.00).
- c. Coverage shall be provided on standard forms for bodily injury and property damage liability per occurrence and shall include but not be limited to the following extensions:
 - i. Personal injury
 - ii. X.C.U.

- iii. Broad form property damage
- iv. Blanket contractual, including coverage for paragraph IV "Indemnity of Owner" below
- v. Independent contractors
- vi. Products/completed operations. Evidence of continuation of products/completed operations coverage shall be provided for a period of three (3) years after completion of the work under the project.

C. Scope of Insurance and Special Hazards: The insurance required under paragraph II, hereof, shall provide adequate protection for the Owner, Contractor and his Subcontractor, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of the Contract. Each of the aforesaid policies shall include the Owner and Engineer as additional insureds and will provide that such policy will not be modified, changed, canceled, non-renewed or expired until after the Owner shall have been given thirty (30) days written notice thereof by registered or certified mail.

D. Indemnity of Owner: The Contractor covenants and agrees to exonerate and hold the Owner and the Engineer harmless of and from all liability, claims, demands and causes of action whatsoever for personal injury or property damage arising out of acts of commission or omission by the Contractor, its agents, employees, subcontractors, or subordinate subcontractors, or arising out of any other operation or transaction no matter by whom performed for and on behalf of the Contractor.

14. LAWS, ORDINANCES, AND REGULATIONS

The Contractor shall keep himself fully informed of and shall carefully observe and comply with all Federal, State, County, City, and local laws, ordinances, rules, permits, licenses, or inspections; the employment of and payment for all labor; the legal rights of all workers employed under this Contract; and any other items which in any manner affect the conduct of the Contract; and any other items which in any manner affect the conduct of the work; and all such orders or decrees that exist at present, or those which may be enacted later, by bodies or tribunals having any jurisdiction or authority over the work, and he will be required to indemnify and save harmless the Owner and all his directors, councilmen, officers and agents and employees against any claim or liability arising from or based upon any violation of any such law, ordinance, regulation, order or decree whether by himself or his employees or Subcontractor. Should the Contractor at any time find that any requirement of this Contract is at variance with applicable laws, ordinances, or building code requirements, he shall promptly notify the Owner, and any necessary adjustment of the Contract will be made as specified under the section herein entitled "Changes in the Work".

The Contractor will be required to give all notices, and pay all fees for any and/or all permits, licenses, or inspections necessary for the prosecution of the work under this Contract.

15. PATENTS

The Contract will be required to indemnify, keep and save harmless the Owner and his officers and agents from all liabilities, judgments, costs, damage or claims for damages which may arise from the infringement of any letter patented, patent rights, or royalty due on the same by reason of the use of any patented, patent rights, or royalty due on the same by reason of the use of any patented materials, machinery, devices, and equipment furnished or used in the event that any claim, suit or action at law or equity of any kind whatsoever is made or brought against the Owner involving any such patents, then the Owner shall have the right to retain from the money due

and/or to become due to the Contractor, a sufficient amount of money as shall be considered necessary by the Legal Advisor of the Owner, to protect him against loss until such claim, suit, or action shall have been settled and evidence to the effect shall have been furnished to the satisfaction of the said Legal Advisor.

16. TAXES

The Contractor will be required to pay, without additional expenses to the Owner, all Federal, State, Local sales, and any other taxes which may be applicable to the work under this Contract, excepting any taxes and assessments on the real property comprising the site of the Project. The Owner will provide evidence of state sales tax exemption for materials or equipment incorporated in the work where such is applicable.

17. ASSIGNMENTS

The Contractor may not assign the whole or any part of this Contract or any moneys due and/or to become due hereunder without written consent of the Owner and/or of all Sureties executing any bonds on behalf of the Contractor and any such assignment without all of said consents first obtained is void. In case the Contractor should assign all or any part of moneys due and/or to become due under this Contract, after first obtaining all of said consents, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of assignee in and to any moneys due and/or become due to the Contractor shall be subject to prior liens of all persons, firms, partnerships and corporations for services rendered or materials supplied for the performance of the work called for in these Contract Documents.

18. CONSTRUCTION SCHEDULE AND PERIODICAL ESTIMATES

Immediately after execution and delivery of the Contract, a preconstruction conference will be scheduled by the Owner. At said conference, unless a progress schedule has been incorporated as part of the Contract Documents, the Contractor will provide a construction progress schedule satisfactory to the Project Director, showing the proposed dates of commencement and completion of each of the various subdivisions of work, including restoration required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule.

The Contractor may also be required to furnish on forms to be supplied by the Owner, a detailed estimate of work done for the purpose of making partial payments thereon. The quantities submitted on these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

19. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor, or any Subcontractor suffers loss of damage on the work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. However, if such other Contractor or Subcontractor should assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor in writing, and the Contractor hereby indemnifies and saves harmless the Owner against any such claims.

20. SUPERVISION OF THE WORK BY CONTRACTOR

The Contractor shall personally supervise the work or furnish at all times a duly authorized representative, who shall receive and execute all orders given by the Project Director. Such orders so given to and received by said representative shall be deemed to have been given to and received by the Contractor.

Supervisory personnel must be available locally, twenty-four (24) hours a day, seven (7) days a week until all items of work have been completed and under this Contract.

21. CONTROL OF WORK BY OWNER

The Owner shall control the work under this Contract through the Project Director.

The Contractor shall, at all times, give to the Project Director and to assistants and inspectors under him, all necessary facilities for determining, both on the work and at the place of manufacture, that all work to be done and all the materials to be furnished for this Project is being performed and are being made strictly in accordance with the Contract Documents. The Contractor shall notify the Project Director in writing, at least seven (7) days prior to the commencement of the manufacture of any materials, of the time and place where the manufacture is to take place in order that the Project Director may be present to inspect the manufacture, if desired, or required by the Owner.

The Project Director shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract. He shall also determine all questions which may arise relative to the fulfillment of this Contract on the part of the Contractor.

The Project Director will inspect the materials furnished and the work done under this Contract. He is also hereby authorized and empowered to reject and refuse all work and materials and the method of application of any part of the work herein contracted for, or the materials used therein, or any payment on account thereof, shall not prevent the rejection of said work or materials at any time thereafter during the existence of this Contract, should said work or materials be found not in accordance with the requirements of this Contract.

The absence of the Project Director from the site of the construction work for any reason whatsoever does not relieve the Contractor from his responsibility for compliance with all terms of these Contract Documents.

Should defective work be suspected and the Project Director so require, the Contractor shall uncover, take down or make openings in the finished work for the purpose of examining at such points as said Project Director designates. Should the work thus exposed or examined prove satisfactory, the cost of uncovering or the making good of the parts removed shall be paid to the Contractor as provided in the "force account" method in the section entitled "Changes in Work"; but should the work exposed or examined prove unsatisfactory, the uncovering, taking down, replacing and making good shall be at the expense of the Contractor.

If the Contractor shall neglect or refuse to remove or replace the same within seven (7) days from the date of the written notice from the Project Director to do so, said notice being served either personally or by leaving it at his place of business or with his agent in charge of the work, then the Project Director may remove or cause the same to be removed and be satisfactorily replaced by Contract or otherwise as he may deem expedient, and charge the expense thereof to the Contractor. The expense so charged will be deducted and paid out by the Owner out of such moneys as are or may become due under this Contract, or if such moneys are not sufficient to meet said expense, the additional moneys shall be furnished by the Contractor, and if he refuses or neglects to provide the necessary moneys, they shall be provided by his Surety.

If, in the opinion of the Project Director, an emergency arises that jeopardizes continuity of service and/or public health, welfare, or safety, and the Contractor is unable to remedy the situation at the time it exists, the Owner reserves the right to immediately take steps to have the situation remedied and the Contractor and his Surety shall be liable for all expenses incurred in correcting this situation. The section herein entitled "Notice and Service Thereof" will be dispensed with when such an emergency exists.

The Contract Documents are intended to be explanatory of each other, but should any discrepancies appear or any misunderstanding arise, the Contractor shall immediately notify the Project Director, and the interpretation and decision of the Project Director shall be final and binding on both parties of this Contract. The Contractor shall not have a valid claim for "Changes in Work" as a result of such interpretation by the Project Director.

22. CHANGES IN WORK

The Project Director may find it necessary and desirable to make changes and/or alterations in the lines, grades, plans, form dimensions, equipment, or materials from time to time, either before or after construction has begun.

The Project Director shall notify the Contractor in writing about all changes in the work at any time, and it shall be completed according to all said changes without any alteration in the Contract Price except in those cases where the changes materially affect the amount of work to be done and the costs thereof. The decision of the Project Director regarding changes in work shall be final in all cases where no alteration in price is involved. Changes in work which involve an alteration in the amount to be paid to the Contractor shall not be commenced until the recommendations of the Project Director have been approved by the Owner through appropriate action by its governing agency, and not then until the alteration in price has been approved and payment therefore has been ordered.

If the Contractor claims that any written instructions from the Project Director, by drawings or otherwise, involved extra cost or an extension of time, he shall so notify the Owner in writing within seven (7) days after receipt of such instructions and in any event before proceeding to execute the work. Should he proceed with the work in compliance with the written order of the Project Director and without the Change Order provided in the next succeeding paragraph, it shall be construed as his acceptance of the order, and no additional compensation will be allowed for any future claim.

Claims for the payment of additional compensation to the Contractor for "Changes in Work" shall not be valid and payment will not be made unless the Change Order for the work which caused his claim has been given in writing by the Project Director, the Owner has approved same by appropriate action and ordered payment to be made all as provided in this section.

Adjustment in the amount to be paid to the Contractor by reason of any changes in, additions to, or deductions from the amount of work to be done shall be determined by one (1) or more of the following methods of selection by the Owner.

- A. By using the unit price contained in the Contractor's original Proposal, or other mutually agreed unit prices.
- B. By using an acceptable Lump Sum Proposal from the Contractor, which shall be added to, or deducted from, the Contract Price. The agreed price will include the Contractor's "Overhead and Profit", if the change involves an addition to the Contract Price; but if it involves a credit to the Owner, an allowance for "Overhead and Profit" also will be figured.
- C. By ordering the Contractor to proceed with the work on a "force account" basis, wherein he keeps and presents to the Owner the exact amount of the cost of the "Changes in Work" together with all vouchers of expenditures thereon. This cost may include all items of labor and materials; the use of power tools and equipment actually needed; the use of small

tools, utility services; pro rate charged for superintendent, foremen, time-keeper, clerks, watchmen, incidental job burdens; general office expenses; and all items of cost such as public liability Workmen's Compensation Coverage, Social Security, Old Age and Unemployment Coverage, or additional Contract Bond. The total cost may include an allowance for "Overhead and Profit" not to exceed fifteen percent (15%) of the net cost, but no percentage for "Overhead and Profit" shall be allowed on the items of Social Security, Old Age and Unemployment Coverage. Whenever any "Change in Work" involves a deduction in the Contract Price, the credit shall be the net cost. Sureties will not be notified of changes in the work and cost thereof, except when the changes increase the total Contract Price by more than twenty percent (20%) of the original price.

23. PARTIAL PAYMENTS TO CONTRACTOR

On or before the tenth (10th) day of the month, the Contractor will present to the Project Director his estimate of work performed and/or materials furnished during the preceding month. The Owner will make partial payment based on this estimate, duly certified by the Project Director, typically on or before the tenth (10th) day of the month following: Except as outlined below, the Owner will retain eight percent (8%) of the amount of each such estimate until final completion and acceptance of all work covered by this Contract. The Owner may at his option, at the time of estimate fifty percent (50%) completion of the job, reduce the amount of payment retained to four percent (4%) of the contract amount, if progress towards completion is satisfactory to him. If such a reduction in withholding a percentage of payment request is made, the Owner shall retain the option of reinstating the eight percent (8%) withheld if he feels progress toward completion is less than satisfactory. State or Federally funded projects may require additional processing time for payment.

The Contractor may be required by the Owner to furnish, from time to time, satisfactory evidence that all persons who have done work or furnished materials under this Contract, or may have suffered and claimed damage on account of the Contractor's operations, have been fully paid or secured.

All materials and work covered by partial payments shall thereupon become the sole property of the Owner. This provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work. The payment of monthly partial estimates does not waive the right of the Owner to require the fulfillment of all the terms of the Contract Documents.

24. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICABLE THEREOF

The Owner may, in addition to the portion of any estimate retained under the proceeding provisions of these Contract Documents, also withhold sufficient amount of any payment otherwise due to the Contractor to cover:

- A. Defective work not remedied.
- B. Third party claims filed or reasonable evidence indicating probable filing of such claims.
- C. Failure of the Contractor to make payments properly to subcontractors or for labor or materials or equipment.
- D. Reasonable evidence that the work cannot be completed for the unpaid balance due under the contract.
- E. Damage to the Owner or another Contractor.
- F. Reasonable evidence that the work will not be completed within the contract time.
- G. Persistent failure to carry out the work in accordance with the Contract Documents, or,

H. Non-compliance with the plan and/or specifications and addenda issued thereto.

25. THE RIGHT OF OWNER TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after seven (7) days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy Owner may have, make good such deficiencies. In such case, there shall be deducted from the payments then or thereafter due the Contractor, the cost of correcting such deficiencies, including compensation for the Engineer's additional services made necessary by such default, neglect or failure. Such action by the Owner and the amount charged to the Contractor are both subject to the prior approval of the Engineer. If the payments then or thereafter to the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner upon demand.

26. THE RIGHT OF OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of these Contract Documents are violated by the Contractor or any of his Subcontractors, the Owner may serve written notice upon the Contractor and the Surety of his intention to terminate such Contract, such notice to contain the reasons for such intention to terminate the Contract, and, unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for corrections be made, the Contract shall, upon the expiration of said ten (10) days cease and terminate. In the event of any termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract, provided that, if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing to such Surety of Notice of Termination, the Owner may take over the work and prosecute same to completion by Contract for the amount and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and shop drawings as may be on the site of the work and necessary therefore.

27. OTHER CONTRACTS

The Owner reserves the right to allow other work or to enter into other Contracts for work or materials to be constructed or placed in or about the work herein described, and to order the starting and progress of such other Contracts at any time prior to the completion of this Contract. The Contractor for the work herein described agrees to allow the construction of or progress of the work under such other Contract, under such arrangements for the joint occupation of the site of the work as the Project Director may approve. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with his work; but if, in the judgment of the Project Director, the joint occupation of the site of the work by two (2) or more Contractors working on different Contracts at the same time actually impedes progress of the work herein described, then, with the approval of the Owner, the time of completion of the work may be proportionately extended.

28. SUSPENSION OF WORK

The Owner reserves the right to suspend the whole or any part of the work to be done hereunder, if it shall be deemed for the best interest of the Owner to do so, without compensation to the Contractor for such suspension other than extending the time for completing the work as much as it may have been delayed by such suspension.

29. NO WAIVER OF CONTRACT

Neither an extension of time for any reason beyond the date fixed herein for the completion of the Contract, nor the delivery and acceptance of the whole or any part of the work by the Project Director, nor any possession taken by the Owner or employees, shall be deemed to be a waiver by the Owner of the right to abrogate this Contract for abandonment or delay in the manner therein provided.

30. EXTENSION OF TIME FOR DELAYS

A. In case the work is delayed due to acts of omission or commission on the part of the Owner or the interference or delay caused by other Contractors, the time for the completion of the Contract will be extended by the Owner, after request is made in writing by the Contractor. Such an extension of time shall in no instance exceed the time actually lost to the Contractor by reason of such interference or delay.

B. In case the work be delayed due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather or delays of Subcontractors due to such causes, if the Contractor shall, within ten (10) days from the beginning of such delay (unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract), notify the Owner in writing of the causes of delay. The Owner shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension. Said findings of fact thereon shall be final and conclusive on the parties thereto.

31. NO ESTOPPEL

Neither the Owner nor his appointee shall be precluded or estopped by any return or certificate made or given by the Owner or his appointee under any provisions of this Contract, at any time (before the final completion certificate), showing the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under this contract, or that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not, in fact, conform to the Contract Documents, and the Owner shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor any damages which may be sustained by reason of his failure to comply with the Contract Documents.

The final inspection of the work covered by the Contract Documents shall not be binding or conclusive upon the Owner, if it subsequently appears that the Contractor has willfully or fraudulently or through collusion with the representative of the Owner in charge of the work, supplied inferior materials or workmanship, or has departed from the terms of the Contract Documents notwithstanding the acceptance of said work and the payment by the Owner of all estimates.

32. WARRANTIES AND GUARANTY OF WORK

A. The Contractor warrants to the Owner and the Engineer that all materials and equipment furnished under this contract, will be new unless otherwise specified and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of paragraph B below.

B. If, within one year after the date of the Certificate of Substantial Completion, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the work is found to be defective or not in

accordance with the Contract Documents, the Contractor shall correct it promptly with receipt of a written notice from the Owner to do so. This obligation shall survive termination of the contract.

If the Contractor fails to correct defective or non-conforming work as provided in this Section 32, the Owner may correct the defective or non-conforming work and the Contractor and his surety shall be liable for all expenses incurred for the corrections.

33. RELEASE OF CLAIMS

The Contractor shall deliver to the Owner, either prior to or concurrently with the Final Estimate, the Contractor's affidavit listing all suppliers of material and all persons performing labor under and by virtue of this Contract. The Contractor shall also supply, at this time, release of liens from all material suppliers and all persons performing labor as listed in the Contractor's affidavit.

The Contractor will be responsible for obtaining from his Subcontractors, the affidavits and release of liens for the Subcontractor's portion of the work. The Subcontractor's affidavits and release of liens shall be made out jointly to the Contractor and to the Owner.

34. FINAL INSPECTION

The Project Director shall make a final inspection upon completion of the work; and, if all the work required to be done under the Contract is found acceptable as required by the Contract Documents, he shall prepare and file with the Owner and with the Contractor a Certificate of Substantial Completion indicating completion of all the work under the Contract in accordance with the Contract Documents.

The final inspection necessary to check the completion of the punch list and necessary to process the final payment will not be completed by the Engineer until the Contractor has submitted in writing that he has completed the punch list items.

35. FINAL ESTIMATES

Upon receipt from the Project Director of a Certificate of Substantial Completion, the Owner will pay to the Contractor the total earned compensation as stated in the Final Estimate, less all prior payment and advances whatsoever, to or for the account of the Contractor and all amounts to be kept and retained under the provisions of these Contract Documents. All prior estimates and payments, including those relating to "Changes in Work" or "Extra Work" shall be subject to correction by this Final Estimate for payment of the work included under these Contract Documents. The one (1) year guarantee period shall commence on the date of the issuance of the Certificate of Substantial Completion by the Project Director.

36. CONTRACT RELEASE

The Contractor's acceptance of the payment of the Final Estimate shall operate as and shall be a release to the Owner, and agents thereof, from any and all claims and any liability to the Contractor for anything done or furnished for, or for any act and neglect of the Owner or of any person relating to or arising out of the work. No payments, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under these Contract Documents.

37. NOTICE AND SERVICE THEREOF

Where, in any of the Contract Documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given; as to the Owner, when written notice shall be delivered to the Owner, or shall have been placed in the United States Mails addressed to the Owner at the place where the bids or proposals for the Contract were opened; as to the Contractor, when a written notice shall be delivered to the chief representative of the Contractor at the site of the Project, or by mailing such written notice in the United States Mails addressed to the Contractor at the place stated in the papers prepared by him to accompany his Proposal at

the address of his permanent place of business; as to the Surety on the Contract Bond, when a written notice is placed in the United States Mails addressed to the Surety at the home office of such Surety or to its agents who executed such Contract Bonds in behalf of such Surety.

38. LEGAL REQUIREMENTS

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

39. DRAWINGS

The drawings illustrate the general character and scope of the work covered by these Contract Documents. Additional detailed drawings and other information deemed necessary by the Project Director will be furnished to the Contractor when and as required by the work. Shop Drawings, when approved by the Project Director, shall govern all details of the work, taking precedence over all other drawings.

Figured dimensions on drawings shall take precedence over measurements by scale; detailed working drawings shall take precedence over general drawings and shall be considered as explanatory of them and not as indicating extra work.

40. SHOP DRAWINGS

After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall, at his own expense, submit five copies of all Shop Drawings, which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as the Project Director may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable the Project Director to review the information as required. Three (3) sets of drawings furnished by the Contractor will be returned after approval by the Project Director.

The Contractor, at his own expense, shall also submit for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the Supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Contract Documents.

At the time of each submission, Contractor shall give the Project Director specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to the Project Director for review and approval of each such variation.

The Engineer will review with reasonable promptness Shop Drawings and samples, but Engineer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall

make corrections required by the Project Director, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Project Director on previous submittals.

The Project Director's review of Shop Drawings or samples shall not relieve Contractor from responsibility of any variation from the requirements of the Contract Documents unless Contractor has in writing called the Project Director's attention to each such variation at the time of submission and the Project Director has given written notation thereof incorporated in or accompanying the Shop Drawing or sample review; nor will any review by the Project Director relieve Contractor from responsibility for errors or omissions in the Shop Drawings.

Where a Shop Drawing or sample is required by the Specifications, any related work performed prior to the Project Director review of the pertinent submission will be the sole expense and responsibility of the Contractor.

41. RECORD DRAWINGS

The Contractor shall, during the progress of the Project, maintain a set of construction drawings indicating all changes made during construction. At the conclusion of the Project, all changes shall be shown on a set of reproducible drawings. These reproducible record drawings shall be submitted to the Project Director.

42. SANITARY MEASURES

The Contractor shall construct and maintain sanitary convenience for the use of all persons employed on the work in sufficient number, in such manner and in such places as shall be approved by the Project Director. All persons connected with the work shall be obligated to use them, and any employees violating these provisions shall be discharged and not again employed without written consent of the Project Director. Any necessary precautions, including the care of employees, shall at all times be satisfactory to the Local Government, County and State Health Departments. The Contractor shall promptly and fully comply with all orders and regulations in regard to these matters.

43. UTILITIES

Any utility: e.g., telephone, electricity, water, etc., required by the Contractor for the construction and testing of this Project shall be the responsibility of and cost to the Contractor.

44. BUILDINGS

Buildings for the housing of men employed on the work, for storage of materials, or any other purpose shall not be erected on land owned or leased by the Owner unless a permit in writing is secured from the Owner allowing their construction. Should permission be asked and granted, the Contractor must comply with all local regulations regarding the construction and maintenance of such buildings.

45. SEWAGE, SURFACE AND FLOOD FLOWS

The Contractor shall furnish all the necessary equipment, shall take all necessary precautions and shall assume the entire cost of handling and properly disposing of any sewage, seepage, storm, surface, flood or underground flows which may be encountered at any time during the construction of the work. The manner of providing for these flows shall meet with the approval of the Project Director, and the entire cost of said work shall be included in the unit or lump sum prices stipulated for the various items of the work to be done under this Contract.

46. USE OF EXISTING FACILITIES

The Owner, upon written notice to and with concurrence of the Contractor, shall have the right to connect any sewers, conduit or pipeline with any existing similar facilities and/or appurtenances or to grant permits to make connection therewith at any time before the work is finally accepted. The Contractor shall not interfere with the making of such connections and no extra allowance will be made to the Contractor on account thereof. The construction program shall be so planned as to permit the use of any or all existing facilities during the construction period.

The Owner, at any time during the progress of work, may, by written notice to the Contractor, take over the whole or parts of any sewer or pipeline or appurtenance thereof which has been completed, giving, if desired, permits to tap and connect with the same. Use of such facilities does not constitute final acceptance of the work by the Owner.

47. UNDERGROUND OBSTRUCTIONS ENCOUNTERED

The Contract Documents show certain information regarding pipes, conduits, and other structures which exist in the general area of the proposed work below the surface of the ground. This information was obtained by the Owner from the various sources, both private and public, and is shown only for the convenience of the Contractor. The Owner disclaims any responsibility for the accuracy or completeness of this information. The Contractor must verify to his own satisfaction the accuracy or completeness of such, and he will not be entitled to any additional compensation due to inaccuracies or incompleteness of information regarding underground pipes, conduits or structures.

The Contractor will not be allowed claims for additional costs for relocating the Contract work to provide clearance from existing underground public utilities, underground structures, and other objects of similar nature, if such relocation does not unreasonably affect the general condition of the construction.

Private utilities or public bodies may install underground pipes, conduits or structures in the project area after the completion of the Contract Documents. The Contractor will not be allowed claims for additional costs for crossing of such underground pipes, conduits, or structures encountered.

48. PROTECTION OF EXISTING UNDERGROUND AND OVERHEAD STRUCTURES

The Contractor will be required, at his own expense, to do everything necessary to protect, support and sustain all sewers, water or gas pipes, service pipes, electric light, power, telephone or telegraph poles, conduits, and other fixtures laid across or along the site of the work. The Project Director as well as the company or corporation owning said pipes, poles or conduits, must be notified by the Contractor, before any such fixtures are moved or molested. In case any of said sewer, gas or water pipes, service poles, electric light, power, telephone or telegraph poles, conduits, or other fixtures are damaged by the Contractor.

The Contractor shall notify the Project Director of the location and circumstances of any change in the position of, or any temporary alteration to underground pipes, conduits, or overhead electric or communication lines which are required to permit the Contractor to use a particular method of construction to clear the structures being built. The Contractor shall cease work, if necessary, until satisfactory arrangements have been made for said pipes or wires to properly care for same. No claims for damages will be allowed due to delays occasional thereby. The entire cost of the changes or temporary removal shall be paid by the Contractor.

49. PROTECTING EXISTING BUILDINGS AND STRUCTURES

The Contractor shall, at his own expense, shore up and protect any buildings, bridges, tracks, or other public or private structures which may be encountered or endangered in the prosecution of the work. He shall repair and make good any damage caused to any such property by reason of his operations.

50. MONUMENTS AND LANDMARKS

The Contractor or any of his employees shall not molest or remove any monuments, iron survey pins, or landmarks without approval of the Project Director. Any monument, iron survey pins, or landmark so removed without approval will be replaced by the Owner and the expense of the survey will be charged to the Contractor. The cost thereof shall be retained from the moneys due or to become due to the Contractor under these Contract Documents.

51. LAYING OUT WORK

Engineer shall establish base lines and benchmarks for the construction staking of the Project by the Contractor. The Contractor shall provide proper facilities and assistance for clearing and grading where required for construction staking.

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

Base lines and benchmarks shall be defined by the information provided on the plans.

52. ACCIDENT PREVENTION

The Contractor shall be held responsible for all accidents and shall indemnify and protect the Owner from all suits, claims and action brought against it, and all cost for liability to which the Owner may be put for any injury or alleged injury to the person or property of another resulting from negligence or carelessness in the performance of the work, or in caring for the same, or from any improper or inferior workmanship or inferior materials used. All loss or damage to the work arising from fire, floods, storms, or other natural causes, or from any detention obstruction or difficulties which may be encountered in the prosecution of the work shall be sustained by the Contractor.

The Contractor shall exercise every precaution at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated. This protection includes sheeting and shoring, barricades, guards, night watchmen and warning lights, as needed.

The Contractor shall comply with the safety provision of applicable laws and building and construction codes. All hazards connected with the use or installation of machinery and equipment shall be guarded against or eliminated in accordance with the safety provisions of the latest edition of the "Manual of Accident Prevention in Construction", published in IC-3 in the Industrial Commission and the Department of Industrial Relations, State of Kentucky, and the "Safety and Health Regulations for Construction", Title 29, Chapter XVII, Part 1925, formerly Title 29, Chapter VIII CFR, Part 1518, to the extent that such provisions are not in contravention of applicable laws.

The Contractor shall have available to all construction crews for immediate use the articles as outlined in the publication of the American Red Cross, "First Aid to the Injured".

53. BUILDER'S RISK, FIRE AND EXTENDED COVERAGE INSURANCE

The Contractor shall purchase and maintain Property Insurance upon the entire work at the site to the full insurable value thereof, including stockpiled material at the construction site intended for incorporation into the project. This insurance shall also include the interest of the Contractors and subcontractors in the work and shall insure against the perils of fire, extended coverage, vandalism and malicious mischief. The insurance policy(s) shall be issued in the name of the Owner and the Contractor as insureds. The certificates of the insurance companies as to the amount and extent of coverage shall be delivered to the Owner before partial payments are made which certificates shall state that the policies cannot be modified, changed, canceled, non-renewed or expired without thirty (30) days prior written notice to the Owner.

54. WORK SITE AVAILABILITY

The successful Bidder is required to become familiar with the easements that have been secured and the areas that are available for the commencement of work in order to prepare work schedules accordingly and to commence work on available sites.

55. ANTI-DISCRIMINATION CLAUSE

Contractor agrees:

A. That in the hiring of employees for the performance of work under this Contract or any Subcontract, no Contractor, Subcontractor, or any person acting on his behalf shall, by reason of race, creed, or color, discriminate against any citizens of the state in the employment of labor or workers who is or are qualified and available to perform the work involved in the within contract;

B. That no Contractor, Subcontractor, or any person on his behalf, shall in any manner discriminate or intimidate any employee hired for the performance of work under this Contract on account of race, creed, or color.

56. AIR POLLUTION

The Contractor shall have on hand sufficient and proper equipment and materials to control the dust from his operation. The Contractor will be required to do such work and apply such materials as will minimize the inconvenience caused to adjacent residents and the traveling public by dust and dirt from his operations.

Separate payment will not be made for this work but the cost thereof shall be included in the price bid for the various items of the contract.

57. ELECTRONIC FILES

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Indemnified Parties from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including the fees and charges of engineers, architects, construction manager, experts, consultants, attorneys and other professionals) arising out of, or related to, the use of electronic files, including Computer-aided Design ("CAD") or Building Information Modeling ("BIM") files (collectively, "electronic Files") by the Contractor, the Contractor's Subcontractors or Material Suppliers or any other Person for whom the Contractor is legally liable.

The Electronic Files are provided solely for the Contractor's convenience and use related to the Project. Any use of the electronic Files shall be at the sole risk of the Contractor.

The City alone owns the Electronic Files and every right, title and interest therein from the moment of creation.

The Electronic Files are not products.

The Contractor shall not use the Electronic Files for any purpose other than as a convenience for preparing Shop Drawings, Coordination Drawings, Record Drawings or fabrication data for components, systems and assemblies intended solely for use on the Project.

The City, the Construction Manager and the Architect/Engineer make no warranties, either express or implied of the merchantability or fitness of the Electronic Files for any particular purpose.

The Contractor acknowledges that the Electronic Files may deteriorate or be inadvertently or otherwise modified without authorization of the City, the Construction Manager or the Architect/Engineer.

The City, the Construction Manager and the Architect/Engineer make no representations about the compatibility, usability or readability of the Electronic Files resulting from the use of software,

application packages, operating systems or computer hardware differing from those used to create the Electronic Files.

In the event of a conflict between the Contract Documents and Electronic Files, the Contract Documents shall control, take precedence over and govern the electronic files.

The Contractor alone is responsible to check, verify and otherwise confirm the accuracy of data on the Electronic Files.

The Contractor shall not make any claims and waives, to the fullest extent permitted by law, any claims damages, losses, liens, causes of action, suits and judgments of any nature against the Indemnified Parties, which may arise out of, or be related to, the use of the Electronic Files.

SPECIAL CONDITIONS

1. KENTUCKY TRANSPORTATION CABINET / DEPARTMENT OF HIGHWAY –

STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

All work shall conform to the most current Kentucky Transportation Cabinet / Department of Highway – Standard Specifications for Road and Bridge Construction , unless otherwise specified.

2. **PROTECTION OF UTILITIES** The Contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Project Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.

The City of Edgewood makes no guarantees regarding: the existence of utilities, the location of utilities, the utility companies in the project scope, or the potential for conflicts encountered during construction. Any location of utilities provided herein has been furnished by the facility owners, field inspection, and/or reviewing record drawings. The accuracy of the information provided is undetermined. It will be the contractor's responsibility to locate utilities before excavating. If necessary, the roadway contractor shall determine the exact location and elevation of utilities by hand digging to expose utilities before excavating in the area of a utility.

The contractor is advised to contact KY 811 one-call system; however, the contractor should be aware that owners of underground facilities are not required to be members of the KY 811 one-call system. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the project area.

UTILITY COMPANIES

Northern Kentucky Water District 2835 Crescent Springs Road Erlanger, KY 41018 Phone: (859) 578-9898	Sanitation District - SD1 1045 Eaton Drive Ft. Wright, KY 41017 Phone: (859) 578-7450
Cincinnati Bell Telephone Co. 221 East Fourth Street, Bldg 343 Cincinnati, Ohio 45202	TWTC – LEVEL 3 11252 Cornell Park Drive Cincinnati, Ohio 45242
Duke Energy - Electric 139 East Fourth Street, Room 460A Cincinnati, Ohio 45202 Duke Energy - Gas 139 East Fourth Street, Room 460A Cincinnati, Ohio 45202	Spectrum Communications 180 Barnwood Drive EDGEWOOD, KY 41017-2501 Kentucky 811 P.O. Box 23600 Louisville, KY 40223 Phone: (800) 752-6007

3. MAINTAINING TRAFFIC

Maintain adequate traffic warning services, warning lights, and reflector barricades on a twenty-four (24) hour basis as per the KTC Section 112. Two-way one lane traffic shall be maintained at all times.

Costs of Maintaining Traffic shall be at the unit bid for Section 112 – Maintain and Control Traffic during construction.

4. ELECTRIC UTILITY NOTES

- A. Duke Energy (Electric) Pole Relocations: At the time of bidding and construction, is installing new overhead utility poles in vicinity of existing poles along the East side of Brookwood Drive. Duke Energy will be shifting the overhead wires and removing the existing (older) poles. Their Work is scheduled to be complete before start of roadway construction project.
- B. Danger - Contractor shall contact the Company prior to excavation in the vicinity of electric underground facilities (approximate plan location shown) or when working near overhead electric facilities.
 - 1. For additional underground electric record information or for field inspector to locate underground electric lines, call Kentucky Dig Safety 1-8000-752-6007 (at least 48 hours in advance).
 - 2. For electric engineering notification, agreements and correspondence, address to Robert D. Swanson, Principal Engineer, Electric Transmission and Distribution Construction Department, Room 549 Annex, P.O. Box 960, Fourth & Main Streets, Cincinnati, Ohio 45201.
 - 3. For notification of construction activity near energized electric facilities call James Groman 381-2000.
- B. Contractor shall be responsible for all damages to electric facilities during construction.
- C. Electric facilities to be kept in service at all times.
- D. Contractor shall be responsible for supporting existing electric facilities affected by the proposed construction.
 - 1. Where high-pressure oil filled pipe type cable installations are exposed or otherwise interfered with by the Contractor, protection by the Contractor will be required against damage to the coating or surrounding thermal sand envelope.
 - 2. Where concrete encased conduit systems or direct buried cable systems are exposed or otherwise interfered with, the Contractor shall protect the system as necessary against damage. As soon as feasible, the Contractor shall take additional appropriate steps to provide permanent measures to restore support. The methods used shall be based on conditions to be determined by the utility.
 - 3. Where poles or anchors that support overhead electric facilities are exposed or otherwise interfered with, the Contractor shall protect them from damage and provide temporary support to insure the integrity of the system. As soon as feasible, the Contractor shall take additional appropriate steps to provide permanent measures to restore support. The methods used shall be based on conditions to be determined by the utility.

4. Where the depth of excavation for the proposed work is greater than five (5) feet, the Contractor shall sheet and shore the trench to continuously maintain the support of electric facilities at locations where the electric facilities are within the zone of influence adjacent to the excavation as determined by the natural angle of repose of the soil.
 5. All damage to electric facilities and services requiring adjustments, relocations and/or repairs will be made at the Contractor's cost.
- E. Contractor shall not backfill exposed electric facilities until the company has inspected its facility or performed any adjustments and/or maintenance that may be required.

NOTE: Should Contractor damage electric facilities, Contractor shall immediately notify the electric service desk through the Company Operator (381-2000). Contractor shall keep everyone clear of damaged electric facilities until Company personnel arrive at the work site.

5. GAS UTILITY NOTES

- A. Duke Energy Gas Utility Relocations: Proposed 4" gas main relocations shown on the plans are approximate and are to be completed by Duke Energy (Gas). Roadway general contractor to refer to their plans for latest information and shall coordinate efforts with Utility Owner during the roadway construction project. Upon completion of their new work, portions of the existing 4" gas main will be capped and abandoned in place. Verify locations with latest Duke Energy Plans.
- B. Contractor shall contact the company prior to excavation in vicinity of gas lines.
- C. For Field Inspector to locate underground gas lines, the Contractor shall call Kentucky Dig Safety 1-8000-752-6007 at least 48 hours in advance.
- D. For gas engineering and planning notification, agreements and official correspondence, the Contractor shall contact Robert B. Grote, Supervisor of Engineering, Gas Engineering and Planning Department, Room 216-A, P.O. Box 960, Fourth & Main Streets, Cincinnati, Ohio 45201.
- E. Contractor shall be responsible for all damages to gas lines during construction.
- F. Gas lines shall be kept in service at all times.
- G. Contractor shall be responsible for sheeting and shoring of existing gas line trenches within the zone of influence where conflict can occur between parallel or crossing presently located gas lines.
- H. Where welded steel coated and wrapped gas mains are exposed or otherwise interfered with by the Contractor, protection by the Contractor will be required against damage to coating and wrapping materials.
- I. Where coupled steel gas mains are exposed or otherwise interfered with by the Contractor, they will be reinforced or replaced by the utility based on conditions to be determined by the utility.
- J. Where cast iron gas and/or plastic mains are exposed or otherwise interfered with or where the support of a buried cast iron and/or plastic gas main is disturbed, the Contractor shall protect the main as necessary against damage. As soon as feasible, the Contractor shall take additional appropriate steps to provide permanent measures to restore support. The method used shall be based on conditions to be determined by the utility.

- K. Where the depth of excavation for the proposed work is greater than five (5) feet, support of gas mains at locations where the gas main is within the zone of influence adjacent to the excavation as determined by the natural angle of repose of the soil.
- L. All damage to gas mains and services requiring adjustments, relocations and/or repairs will be made at the Constrictor's cost
- M. Contractor shall not backfill exposed gas facilities until the company has inspected its facility or performed any adjustments and/or maintenance that may be required.
- N. The Contractor's attention is also called to the specifications of the "Gas Facilities Protection Guidelines" which deal with the protection of gas service in excavation areas. A copy of said guidelines may be acquired from the office Duke Energy.

6. OWNER'S RIGHT TO WITHHOLD PAYMENTS

In order to protect itself from loss, the Owner may withhold payment which would otherwise be due to the Contractor on account of:

- A. Failure to remedy defective work or remove defective materials from the job.
- B. Properly certified claims filed against Contractor.
- C. Expiration of contract time.
- D. Non-compliance with the plan and/or specifications and addenda issued.

7. DEDUCTIONS FOR UNCORRECTED WORK

If the Engineer and Owner deem it inexpedient to correct work damaged or not done in accordance with the Contact, an equitable deduction from the contract price shall be made thereof.

8. FINAL INSPECTION/PAYMENT

The final inspection necessary to check the completion of the punch list necessary to process the final payment will not be completed by the Engineer until the Contractor has submitted in writing that he has completed the punch list items.

SUPPLEMENTAL SPECIFICATIONS

A. KENTUCKY TRANSPORTATION CABINET / DEPARTMENT OF HIGHWAY SPECIFICATIONS

SECTION 207 – SUBGRADE RESHAPING AND COMPACTING

Subgrade reshaping and compacting shall be per KYTC Item 207. A proof roll will be required prior to placing stone base or concrete pavement. Soft or yielding suitable subgrade material lacking proper compaction or moisture content shall be scarified, aerated, dried and recompact. The cost for above shall be included in the unit price for "Subgrade Reshaping and Compacting".

Soft or yielding unsuitable soils shall be removed and replaced with geogrid and gravel base for subgrade repair as directed by the Engineer. This is listed as a separate contingency item on the Bid Form as Section Specification.

SECTION 302/501 – CONCRETE PAVEMENT

The scope of work under this item contract unit price shall include:

- KTC Item 214, Woven Geotextile
- MIRAFI 600X or Equivalent
- KTC Item 302, 6" Crushed Stone Base

SECTION 408– PAVEMENT MILLING

This item shall be completed per KYTC Section 408.

The milling operation shall consist of removing the existing asphalt for the entire length designated in the field by the Engineer. The Typical Sections indicate the depth per street but may require additional or less depth of removal.

The asphalt paving (KYTC Item 403) shall follow the Pavement Milling within fourteen (14) calendar days of the beginning of the pavement milling operations. The contractor shall be assessed 10% the contract amount of the pavement planing for every day beyond the fourteen days that the asphalt paving is not completed.

The unit of measurement shall be square yards and include all work described above.

SECTION 506 – CONCRETE CURB AND GUTTER REMOVE AND REPLACE

This item of work includes removal and replacement of existing curb.

Existing curb shall be saw cut to sufficient depth to prevent damage to adjacent curb that is to remain.

Where curb section replacement begins or ends at an existing expansion joint, new expansion material shall be installed. Cost shall be included in the Contract Unit Price.

Existing contraction joints shall be constructed in the new curb at the same locations as the existing joints, however, maximum spacing between contraction joints shall not exceed 10 feet. The maximum spacing between expansion joints shall not exceed 30 feet.

New curb shall meet existing curb profile. Finish of replacement curb shall be a light broom finish with clear curing compound.

Unit price shall include the cost of the necessary pavement repairs in front of the curb.

SECTION 704- 4" UNDERDRAINS

The location of the 4" underdrains shall be marked in the field by the Engineer.

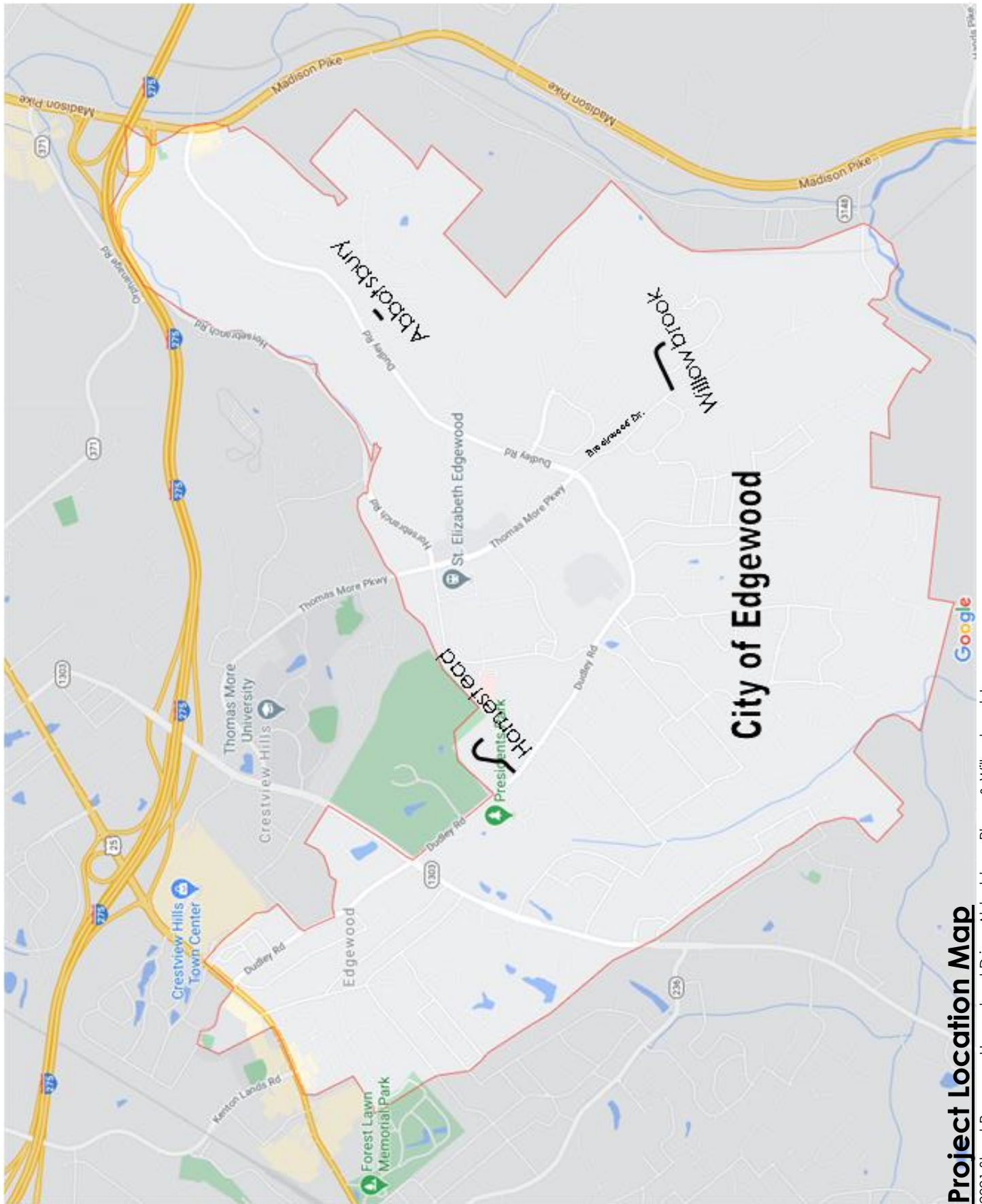
ITEM SPECIAL- INLET TO 615 WILLOWBROOK LANE

The existing storm inlet shall be reconstructed to grade elevation 12inches and create a window on rear side of inlet. The purpose of the window is to provide drainage from the yard. The scope of this page item shall include the grading and turf restoration.

Also included is the removal and reconstruction of the 4" thick concrete channel, approximately 24 S.F.

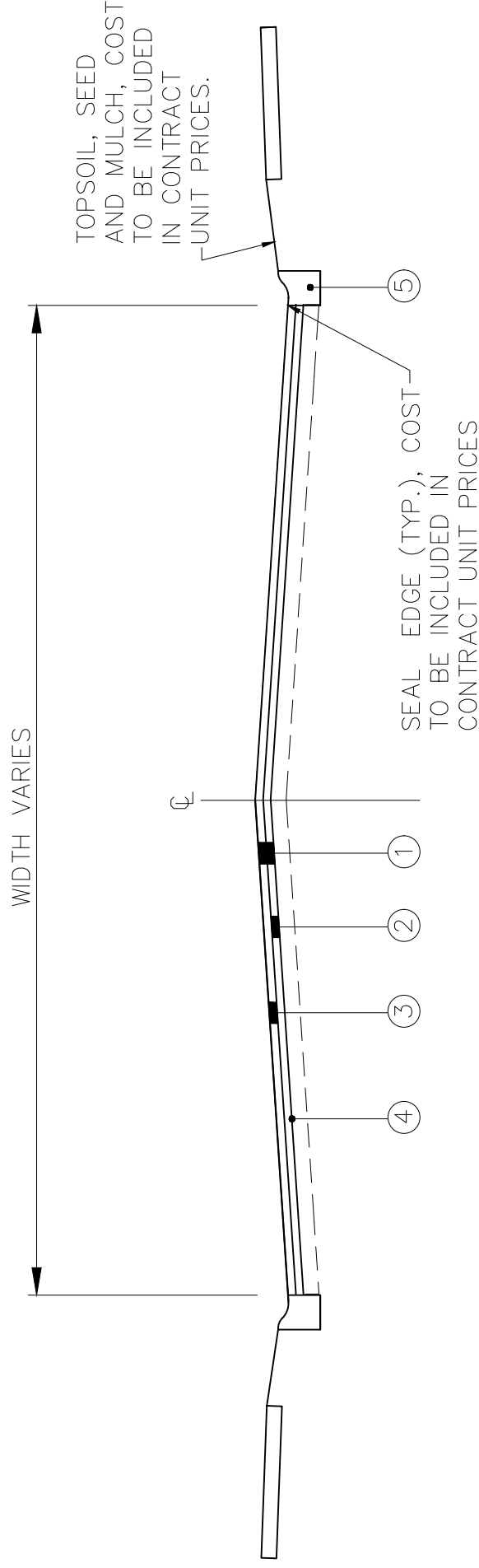
B. PROJECT NOTES

1. The Northern Kentucky Water District plans to replace the water main on Willowbrook Lane in 2021. The projects currently om the design phase. Construction will be completed in 2021. Willowbrook Lane Street Improvements will be completed on the Spring of 2022 at the as-bid unit prices.
2. All work on this project shall be completed by June 15, 2022.
3. Note on Homestead Drive that an alternate bid is requested to reconstruct the project in fill depth concrete.



Project Location Map

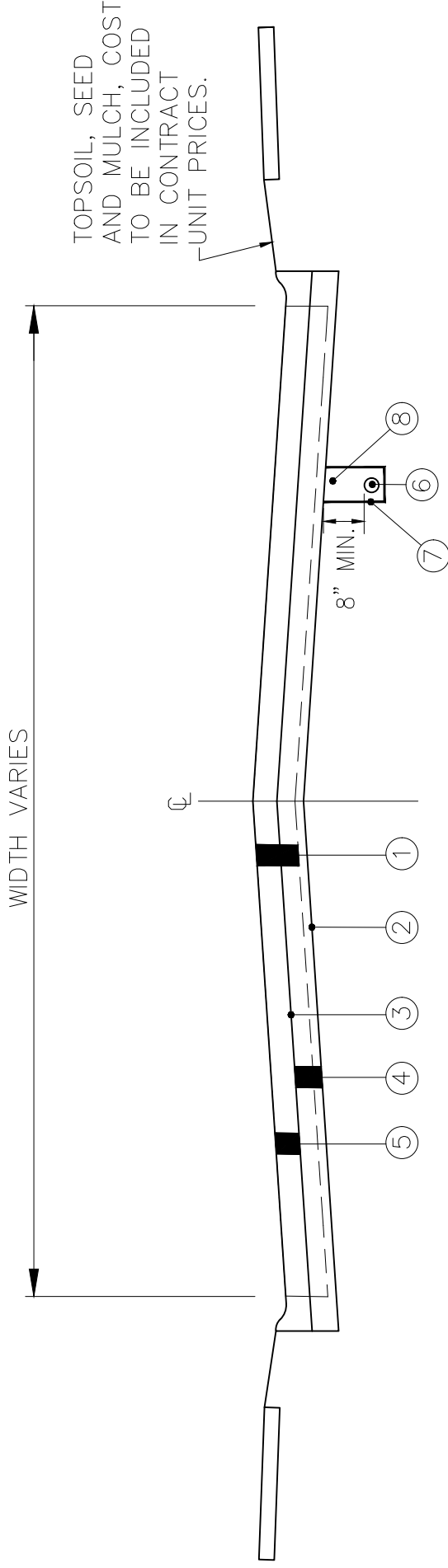
2021 Street Program- Homestead Drive, Abbotsbury Place & Willowbrook Lane
BCI # 21041



TYPICAL SECTION

- ① KTC ITEM 408 – PAVEMENT MILLING
- ② KTC ITEM 403 – 1-1/2" ASPHALT CONCRETE – LEVELING COURSE
- ③ KTC ITEM 403 – 1-1/2" ASPHALT CONCRETE – SURFACE COURSE
- ④ KTC ITEM 406 – TACK COAT (0.1 GAL/S.Y.)
- ⑤ KTC ITEM 506 – CONCRETE CURB AND GUTTER – SPOT REMOVAL AND REPLACEMENT

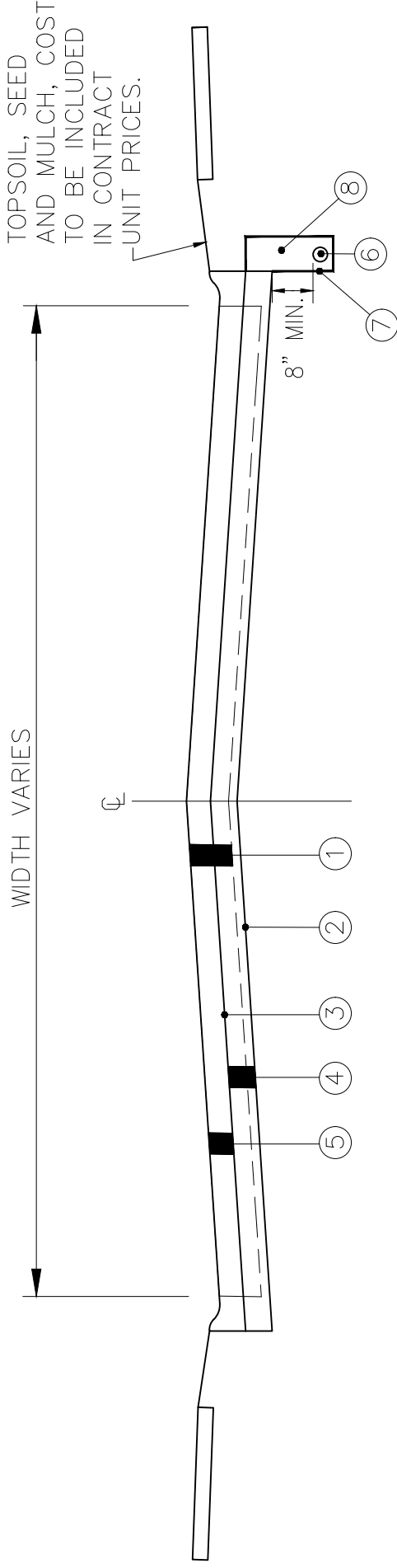




TYPICAL SECTION FULL DEPTH CONCRETE REPAIR

- ① KTC ITEM 203 – REMOVE EXISTING PAVEMENT
- ② KTC ITEM 207 – SUBGRADE RESHAPING AND COMPACTING
- ③ KTC ITEM 214 – WOVEN GEOTEXTILE, MIRAFI 600X OR EQUIVALENT.
- ④ KTC ITEM 302 – 6" CRUSHED STONE BASE (LESS THAN 7% FINES) COMPACTED TO 100%
- ⑤ KTC ITEM 501 – 7" PORTLAND CEMENT CONCRETE PAVEMENT WITH INTEGRAL ROLLED CURB. AGGREGATE SHALL BE CRUSHED LIMESTONE FROM APPROVED KYTC SOURCE 6 BAG CEMENT PER CUBIC YARD MIX.
- ⑥ KTC ITEM 704 – 6" RIGID PVC PERFORATED PIPE UNDERDRAIN, AS PER PLAN
- ⑦ KTC ITEM SPL – NON-WOVEN GEOTEXTILE, MIRAFI 140N OR EQUIVALENT, AS PER PLAN
- ⑧ KTC ITEM 302 – CLEAN NO. 57 CRUSHED STONE (LESS THAN 3% FINES), AS PER PLAN

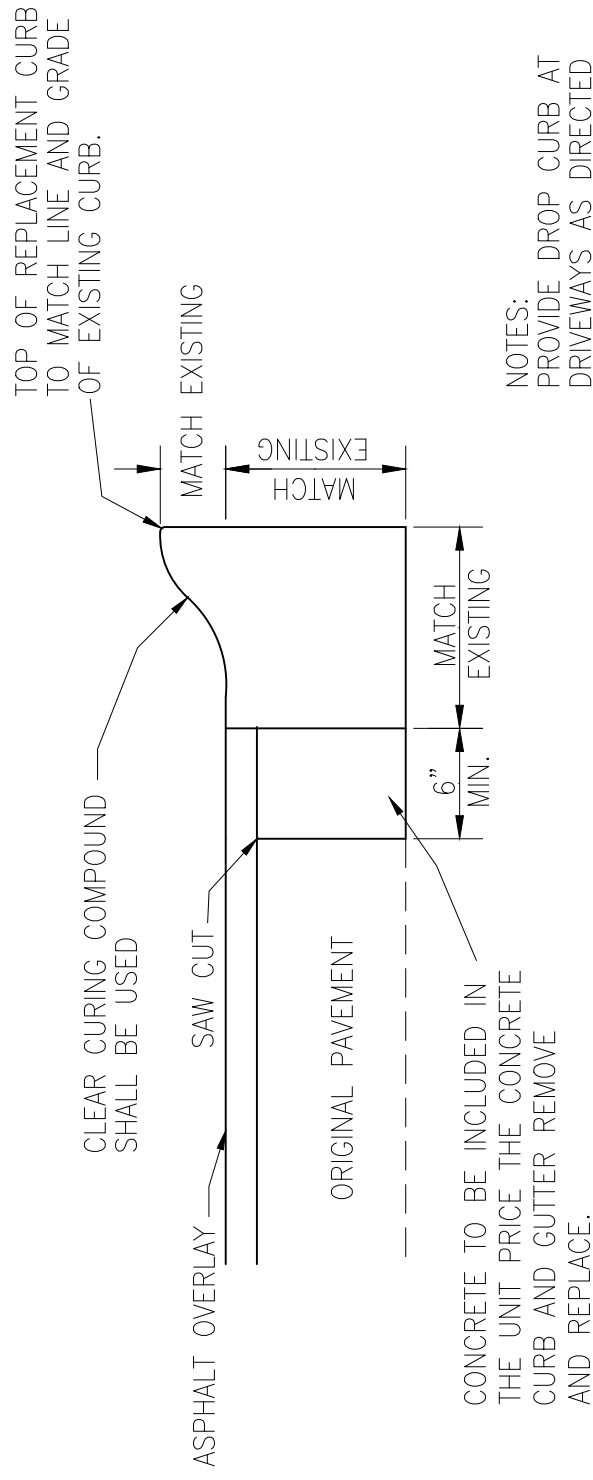




TYPICAL SECTION FULL DEPTH CONCRETE ALTERNATE

- ① KTC ITEM 203 – REMOVE EXISTING PAVEMENT
- ② KTC ITEM 207 – SUBGRADE RESHAPING AND COMPACTING
- ③ KTC ITEM 214 – WOVEN GEOTEXTILE, MIRAFI 600X OR EQUIVALENT.
- ④ KTC ITEM 302 – 6" CRUSHED STONE BASE (LESS THAN 7% FINES) COMPACTED TO 100%
- ⑤ KTC ITEM 501 – 7" PORTLAND CEMENT CONCRETE PAVEMENT WITH INTEGRAL ROLLED CURB. AGGREGATE SHALL BE CRUSHED LIMESTONE FROM APPROVED KYTC SOURCE 6 BAG CEMENT PER CUBIC YARD MIX.
- ⑥ KTC ITEM 704 – 6" RIGID PVC PERFORATED PIPE UNDERDRAIN, AS PER PLAN
- ⑦ KTC ITEM SPL – NON-WOVEN GEOTEXTILE, MIRAFI 140N OR EQUIVALENT, AS PER PLAN
- ⑧ KTC ITEM 302 – CLEAN NO. 57 CRUSHED STONE (LESS THAN 3% FINES), AS PER PLAN

NOTE: ALTERNATE IS TO REMOVE AND REPLACE FROM SMARTMORE DRIVE TO THE CUL-DE-SAC.

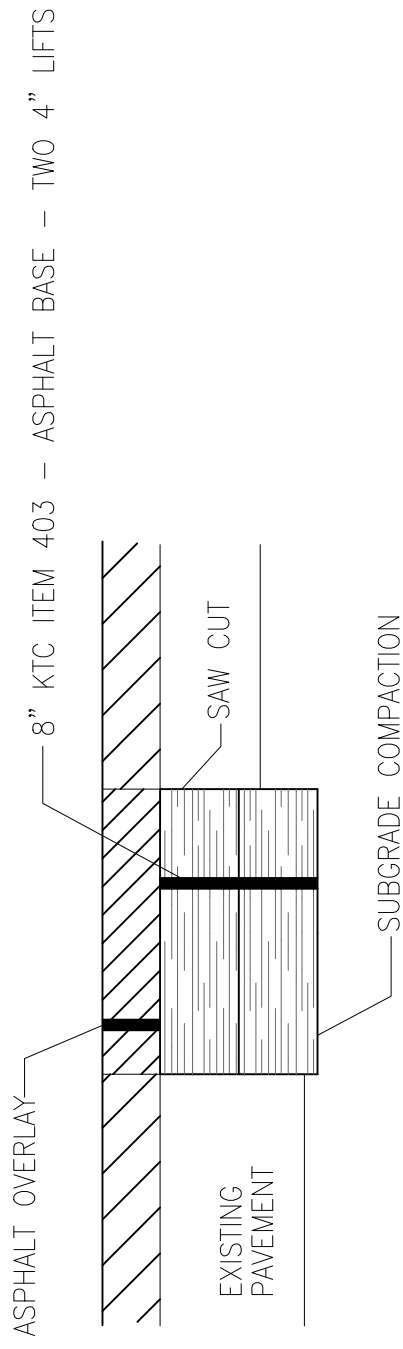


CONCRETE CURB AND GUTTER SPOT REPLACEMENT

NOT TO SCALE

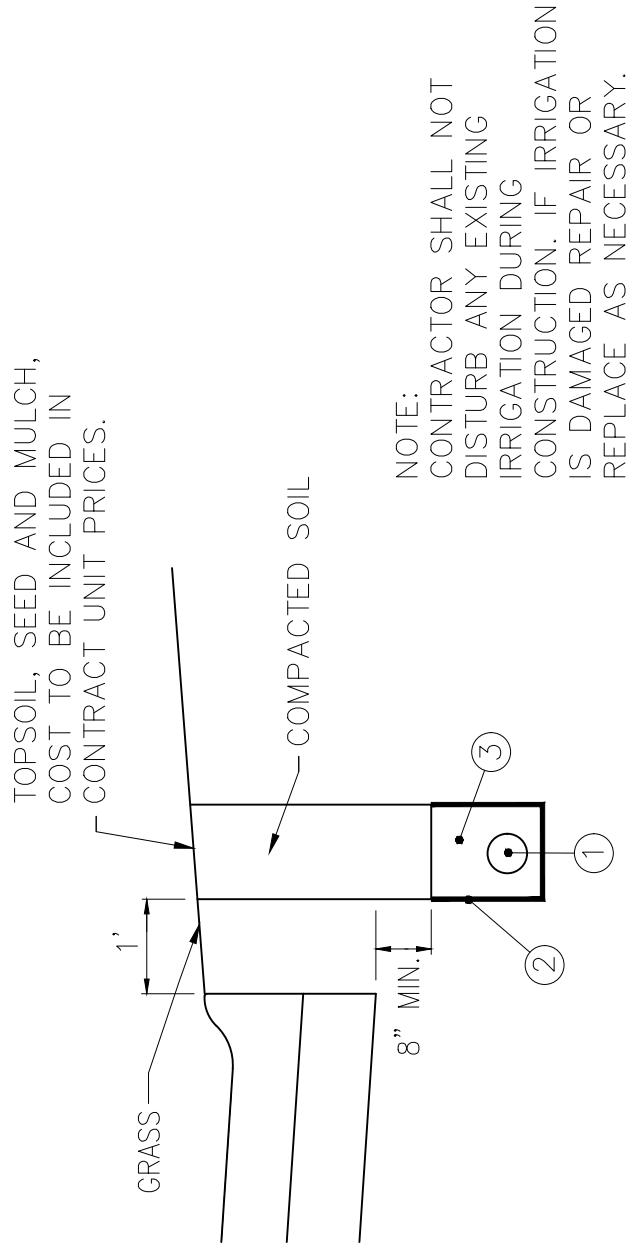


**BRANDSTETTER
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FULL DEPTH ASPHALT PAVEMENT REPAIR

NOT TO SCALE



UNDERDRAIN IN GRASS AREA

NOT TO SCALE

- | | |
|----------------|---|
| ① KTC ITEM 704 | – 6" RIGID PVC PERFORATED PIPE UNDERDRAIN |
| ② KTC ITEM SPL | – NON-WOVEN GEOTEXTILE, MIRAFI 140N OR EQUIVALENT |
| ③ KTC ITEM 302 | – CLEAN NO. 57 CRUSHED STONE (LESS THAN 3% FINES) |

NOTE:
UNDERDRAIN BENEATH THE PAVEMENT SHALL BE BACKFILLED WITH NO. 57 CRUSHED STONE TO THE NEW CRUSHED STONE BASE.