UTILITY SERVICE CONNECTIONS TO
PRIVATE PROPERTIES ALONG STATE ROUTE 9

PROJECT MANUAL

Issued: October 20, 2014

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****Bidder must complete and turn in with bid**

SECTION I, PART 1

ADVERTISEMENT FOR BIDS

The City of Newport, KY will receive sealed bids for the:

UNDERGROUND UTILITY SERVICE CONNECTIONS TO PRIVATE PROPERTIES ALONG ROUTE 9

Said bid shall be enclosed in an envelope, marked "UTILITY CONNECTION BID ENCLOSED" with the aforementioned project name, and must be delivered to and time stamped by the **CITY CLERK'S OFFICE, 998 MONMOUTH STREET, 2ND FLOOR, NEWPORT, KENTUCKY 41071** no later than 10:00 a.m., prevailing time, NOVEMBER 7, 2014 and will be opened and read in public by the City Clerk, or her alternate, at that time and date in the Multi-Purpose Room, 1st Floor, 998 Monmouth Street, Newport, Kentucky 41071.

Said bids will be tabulated and referred to the City Manager for recommendations to the Newport City Commission. The City Commission reserves the right to reject any and all bids.

The owner reserves the right to waive any informalities.

Further information and/or specifications may be obtained from Amy Able, Newport City Clerk, 998 Monmouth Street Newport, KY 41071.

Thomas J. Fromme, City Manager
City of Newport, Kentucky

Campbell County Recorder
Publication date: October 23, 2014

SECTION I, PART 2

REQUEST FOR PROPOSALS

THE CITY OF NEWPORT, KY
Underground Utility Service Connections to Private Properties along State Route 9

The City of Newport is seeking a contractor to provide underground electric service connections from pull boxes that will be installed as part of the Kentucky Transportation Cabinet's (KYTC) Route 9 Improvements project within the City of Newport's boundaries to privately owned buildings.

The contractor will also need to install 1" conduit with a pull string to each of these privately owned buildings from pull boxes installed next to the electrical pull boxes for Time Warner Communications.

Contractors shall have experience in similar electrical projects. Demonstration of experience and project references will be a required component of the proposal.

Due to this work being part of the ongoing Route 9 Improvement Project specific time lines for work cannot be set. It will be necessary for the contractor that is selected to coordinate work schedules with Duke Energy, Time Warner Cable, and the roadway contractor. The electrical contractor may be required to perform service tie-ins with only a couple of days notice.

BACKGROUND

As part of the Route 9 Improvement Project, where possible, all overhead utilities are being relocated underground. The Kentucky Transportation Cabinet is only permitted to work in areas within State rights-of-way. The City of Newport is responsible for hiring an electrical contractor to connect electrical services and install conduit for cable services from pull boxes installed on state rights-of-way to privately owned buildings. These service connections shall be underground. A copy of the Route 9 improvement electric relocation plan showing the exact location of the pull boxes is attached for reference. Appendix A (page 8) lists the address of each building that needs to be tied in and the specific pull box their service will connect to.

SCOPE OF SERVICES

The selected consultant will be tasked with completing work based on deadlines established by the roadway contractor. The following list is not intended to be complete

as the knowledge and expertise of the contractor will determine the actual tasks that must occur in order to achieve the overall project goal.

1. Meet with City of Newport staff, roadway contractor, Duke Energy, and Kentucky Transportation Cabinet staff to coordinate work and establish project deadlines.
2. Meet established deadlines to prevent delays in roadway construction.
3. Disconnect all existing and obsolete overhead service entrance conductors, including insulator, weather head, and supports.
4. Replace existing overhead meter base with new bottom feed base.
5. Provide excavation, backfill, and restoration to pre-construction condition for all new service laterals.
6. Install new schedule 80 PVC conduit and fittings of appropriate size from the pull box to meter base. No direct burial wiring will be accepted.
7. Provide all additional grounding and bonding needed to comply with NEC ~~2008~~2014*(See Addendum 1).
8. All service conductors will be aluminum, type RHH insulation, and sized for the existing load as determined by the contractor.
9. Provide all labor and materials as needed to coordinate tie-ins with Duke Energy for each residence. Property owners shall be given at least 48 hours notice prior to any necessary outage.
10. Provide certified payroll reports to the City Finance Department. Certified payroll reports will apply to all labor, including subcontracts for operators, cement finishers, electricians, and any other applicable trade.
11. Install an appropriately sized schedule 80 PVC conduit as needed for all Time Warner Cable laterals. Provide pull string in all raceways to facilitate cable installation by others.
12. Contractor shall be responsible for all permits and inspection fees. A separate permit will be needed for each meter. Forms available at: http://newportky.gov/City-Government/BuildingPermitApplication.pdf

GENERAL REQUIREMENTS

1. All proposal expenses are to be borne by the proposer.
2. Proposals may be withdrawn upon receipt of a written request prior to the date and time of submission as noted in this RFP.
3. Questions or clarifications must be submitted in writing to the project manager as noted in the Proposal Submission section of this document. The City will only recognize written communication and is not responsible for oral interpretations by a City employee, representative, or others.
4. Addenda may be issued up to 48 hours prior to the submission date. Interested proposers must provide detailed contact information including company address,

fax number, email, and phone numbers so that addenda may be issued in a timely manner. All addenda will be numbered and receipt of such shall be identified in the letter of interest.

5. The City of Newport reserves the right to reject any and/or all submissions and to waive any formalities as part of the selection process.
6. Proposals shall be delivered to address listed below in a sealed envelope and must be clearly labeled.
7. Proposals must contain references which reflect successful completion of contracts for the type of services detailed in the RFP demonstrating such expertise, knowledge, and experience to establish that the proposer is capable of meeting the requirements of the proposal.

PROPOSAL FORMAT

1. Proposals shall be submitted on standard 8.5 x 11 inch paper with font size no smaller than ten (10) point.
2. **Brevity is encouraged.** Proposals shall be limited to no more than 30 pages.
3. Required content includes:
   a. Letter of interest including firms availability to undertake this project and acknowledgement of any and all addenda issued for this RFP.
   b. A written summary of the proposer's approach to complete the tasks necessary for this project. Explain how your company can adapt to an uncertain work schedule.
   c. Detailed description of firm.
   d. Resumes of individuals anticipated to be assigned to the project with relevant experience.
   e. Provide a minimum of three (3) project references with similar services related to the scope of services for this RFP.
   f. Provide any previous work experience you've had with the City of Newport.
   g. Provide hourly rates for employees that will be assigned to this project.
   h. Provide a lump sum fee based on the scope of service provided in this RFP.
4. One (1) original and four (4) copies shall be submitted

PROPOSAL SUBMISSION

All responses shall be submitted no later than 10:00 a.m. on November 7, 2014 to:

City Clerk’s Office
998 Monmouth Street, 2nd Floor
Newport, KY 41071

APPENDIX A

LOCATIONS

1102 Brighton Street
Electric Service shall be installed from the Duke Energy Pull Box to:
1102 Brighton Street (**1 phase service)**

530 Hodge Street
Electric Service shall be installed from Duke Energy Pull Boxes to: 530 Hodge. **(1 phase and 3 phase services)**

530 West 10th Street
Electric Service shall be installed from Duke Energy Pull Box and Conduit for Cable TV shall be installed from Time Warner Cable Pull Box at location to: 530 west 10th Street **(1 phase and 3 phase services to both buildings)**

524 and 526 West 10th Street
Electric Service shall be installed from Duke Energy Pull Box to 524 and 526 West 10th Street. **(1 phase service)**

525 West 10th Street
Electric Service shall be installed from Duke Energy Pull Box to 525 West 10th Street. **(1 phase service)**

523 West 10th Street
Electric Service shall be installed from Duke Energy Pull Box to 523 West 10th Street. **(1 phase and 3 phase services)**

527 West 10th Street
Electric Service shall be installed from Duke Energy Pull Box to 527 West 10th Street. **(1 phase and 3 phase services)**

530 West 9th Street
Electric Service shall be installed from Duke Energy Pull Box to 530 West 9th Street. **(1 phase service)**

SECTION II, PART 1

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

A. Agreement: The written instrument forming a Contract between 0WNER and CONTRACTOR outlining specific terms of the Work.

B. Bidder: The individual or entity who submits a Bid directly to OWNER.

C. Successful Bidder: The Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

D. Bid Submittal Documents: The set of documents which must be submitted in its entirety by the Bidder with its Bid and which includes the following:
   a. Notice to Bidders
   b. Instructions to Bidders
   c. Bid Form
   d. Bid Bond
   e. Insurance and Workers Compensation Affidavit
   f. Subcontractor List
   g. Non-Collusion Affidavit

E. CONTRACTOR--The individual or entity with whom OWNER has entered into the Agreement.

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

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

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

ARTICLE 2 - BIDS RECEIVED

2.01 Refer to Notice to Bidders for information on receipt of Bids.

ARTICLE 3 - LOCATION AND DESCRIPTION OF PROJECT

3.01 See Request for Proposal, Section I, Part 2, Appendix A (Page 7)

ARTICLE 4 - COPIES OF BIDDING DOCUMENTS

4.01 Refer to Notice to Bidders for information on examination and procurement of Bidding Documents.

4.02 Complete sets of Bidding Documents must be used in preparing Bids; OWNER assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

ARTICLE 5 - OUALIFICATIONS OF BIDDERS

5.01 Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment therefor, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.

5.02 Bidders may be asked to furnish additional data to demonstrate their qualifications.

5.03 In accordance with KRS 45A.343 all Bidders are required to:
(a) Reveal any final determination of a violation by the Contractor or subcontractors within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor and Subcontractor; and,
(b) Be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor and Subcontractor for the duration of the Contract.

5.04 Bidders shall be qualified to do business within the Commonwealth of Kentucky or covenant to obtain such qualification prior to signing the Agreement. Successful Bidder must obtain an Occupational License from the City of Newport Finance Department and be registered with the Kentucky Secretary of State to do business in Kentucky prior to entering into the Agreement.

ARTICLE 6 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA AND SITE

6.01 Underground Facilities - Physical Conditions

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER by owners of such Underground Facilities, or others.

6.02 Hazardous Environmental Condition

A. OWNER has no actual knowledge of a Hazardous Environmental Condition at the Site.

6.03 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests and studies.

6.04 It is the responsibility of Bidder, before submitting a Bid to:

a. Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;

b. Visit the Site and become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress and performance of the Work;

c. Become familiar with and satisfy Bidder as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work;

d. Obtain and carefully study (or assume responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

e. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for the performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

f. Become aware of the general nature of work (if any) to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;

g. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents;

h. Promptly give OWNER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by OWNER is acceptable to Bidder; and,

i. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

6.05 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 6, that without exception the Bid is premised upon performing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences or procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given OWNER written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by OWNER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the Work.

ARTICLE 7 - PRE-BID CONFERENCE

7.01 A Pre-Bid Conference may be scheduled by the Owner subsequent to publication of the Request for Proposals. In such event, notification will be given to all bidders who have registered with the Newport City Clerk.

ARTICLE 8 - SITE AND OTHER AREAS

8.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment, to be incorporated into the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

ARTICLE 9 - INTERPRETATIONS AND ADDENDA

9.01 All questions about the meaning or intent of the Bidding Documents shall be submitted to OWNER in writing. In order to receive consideration, questions must be received by OWNER at least seven days prior to the date for the opening of Bids.

Interpretations or clarifications considered necessary by OWNER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by OWNER as having received the Bidding Documents for receipt not later than three days prior to the date for the opening of Bids. Only questions

answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

9.02 Addenda may also be issued to clarify, correct or change the Bidding Documents as deemed advisable by OWNER. Such Addenda, if any, will be issued in the manner and within the time period stated in paragraph 9.01.

ARTICLE 10 - BID SECURITY

10.01 A Bid must be accompanied by Bid security made payable to the OWNER in the amount of ten percent (10%) of Bidder's maximum Bid price and in the form of a certified check or Bid Bond.

10.02 Bid Bond shall be on the form bound in the Bid Submittal document.

10.03 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to sign and deliver the Contract Documents and furnish the required contract security within ten days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited to the OWNER as liquidated damages for such failure.

10.04 The Bid security of any Bidder may be retained by OWNER until the earlier of the seventh day after the effective date of the Agreement or the sixtieth day after the Bid opening whereupon the Bid security furnished by such Bidders will be returned upon demand of the Bidder. The Bid security of Bidders whom OWNER believes do not have a reasonable chance of receiving an award will be returned within fifteen days of the Bid opening.

ARTICLE 11 - CONTRACT TIMES

11.01 The number of days within which or dates by which the Work is to be completed and ready for final payment (the Contract Times) are set forth in the Agreement and further summarized below.

ARTICLE 12 - LIQUIDATED AND SPECIAL DAMAGES

12.01 Provisions for liquidated and special damages, if any, are set forth in the Agreement, and further summarized below.

SCHEDULE OF LIQUIDATED DAMAGES

- Work Complete $200.00/day

ARTICLE 13 - SUBSTITUTE AND "OR EQUAL" ITEMS

13.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to OWNER, application for such acceptance will not be considered by OWNER until after the effective date of the Agreement.

ARTICLE 14 - SUBCONTRACTORS, SUPPLIERS AND OTHERS

14.01 In accordance with KRS Chapter 45A, the bid proposal must identify all subcontractors and the amount of each of their bids used in formulating the overall bid proposal. If conditions require the identity of other Subcontractors, Suppliers, individuals or entities to be submitted to OWNER in advance of a specified date prior to the effective date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening submit to OWNER a list of all such Suppliers, other individuals or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualifications for each such Subcontractor, Supplier, individual or entity if requested by OWNER. If OWNER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual or entity, OWNER may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.

14.02 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual or entity so listed and against which OWNER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

14.03 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual or entity against whom CONTRACTOR has reasonable objection.

ARTICLE 15 - PREPARATION OF BID

15.01 A Bid must be made on the Bid form provided and shall not be altered in any way.

15.02 **All blanks in the Bid form shall be completed by printing in black ink or by typewriter. A Bid price shall be indicated numerically for each Bid Item listed therein or the words "No Bid", or "Not Applicable" entered. DITTO MARKS SHALL NOT BE USED. NO WHITE-OUT, CORRECTION TAPE, OR CORRECTION FLUID MAY BE USED.**

15.03 A Bid shall be executed as stated below.

A. A Bid by an individual shall show the Bidder's name and official address.
B. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title shall appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
C. A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture shall be shown below the signature.
D. A Bid by a corporation shall be executed in the corporate name by an officer of the corporation and shall be accompanied by a certified copy of a resolution of the board of directors authorizing the person signing the Bid to do so on behalf of the corporation. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The state of incorporation and the official corporate address shall be shown below the signature.
E. A Bid by a limited liability company shall be executed in the name of the firm and signed by a member accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.
F. All names shall be typed or printed in black ink below the signature.
G. Evidence of authority to conduct business as a foreign corporation in the Commonwealth of Kentucky shall be provided, if applicable.
H. Contractor's license or registration number, if any, shall be entered in the space provided on the Bid Form.

15.04 The Bid shall contain an acknowledgment of the receipt of all Addenda in the space provided on the Bid Form.

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

15.06 The Bid Submittal Documents, described in Article I, Section 1.01, D., shall be submitted with the bid. Each document shall be executed in the manner described in paragraph 15.03 unless another manner is indicated.

ARTICLE 16 - BASIS OF BIDS; COMPARISON OF BIDS

16.01 The Bid consists of a series of lump sums with unit price items:

A. For each lump sum item on the Bid Form, Bidder shall enter the lump sum Bid in the spaces provided on the Bid Form.
B. For each unit price item on the Bid Form, Bidder shall enter the unit price Bid, and shall enter the computation of the respective quantity times the Bidder's unit price for that item in the spaces provided on the Bid Form.
C. Bidder shall compute and enter the total of all lump sum items and the products of quantity and unit price Bid for each unit price item in the space provided on the Bid Form. This amount shall be considered as the Total Bid Amount.
D. For determination of the apparent low Bidder, Bids will be compared on the basis of the sum of the Total Bid Amount.

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

ARTICLE 17 - SUBMITTAL OF BID

17.01 The entire Bid Submittal shall be submitted no later than the date and time prescribed and at the place indicated in the Notice to Bidders.

17.02 Bid shall be enclosed in a sealed envelope plainly marked “UTILITY CONNECTION BID ENCLOSED” on the outside and the name and address of the Bidder and its license or registration number, if applicable. Bid shall be accompanied by Bid security and other required documents.

17.03 If the Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation **"Utility Connection Bid Enclosed"**. A mailed Bid shall be addressed to:

CITY CLERK
CITY OF NEWPORT
998 MONMOUTH STREET
NEWPORT, KY 41071

ARTICLE 18 - MODIFICATION OR WITHDRAWAL OF BID

18.01 Withdrawal Prior to Bid Opening:

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

18.02 Modification Prior to Bid Opening:

A. If a Bidder wishes to modify its Bid, Bidder must withdraw its initial Bid in the manner specified in paragraph 18.01 A and submit a new Bid.

ARTICLE 19 - OPENING OF BIDS

19.01 Bids will be opened at the time and place where Bids are to be submitted and, unless obviously non-responsive, read aloud publicly. An abstract of the Bids will be made available to Bidders after the opening.

19.02 Bids received by mail or otherwise after the date and time specified for the opening of Bids will not be accepted and will be returned to the Bidder unopened.

ARTICLE 20 - DISOUALIFICATION OF BIDDERS

20.01 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

ARTICLE 21 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

21.01 All Bids shall remain subject to acceptance for a maximum of sixty days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

ARTICLE 22 - AWARD OF CONTRACT

22.01 OWNER reserves the right to reject any or all Bids, including, without limitation, the right to reject any or all nonconforming, nonresponsive or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive any informality not involving price, time or changes in the Work.

22.02 OWNER reserves the right to reject any Bid not accompanied by specified documentation and Bid security.

22.03 OWNER reserves the right to reject any Bid that, in its sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item.

22.04 In evaluating Bidders, OWNER will consider their qualifications whether or not their Bids comply with the prescribed requirements, the alternatives, if any, the

lump sum and unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.

22.05 OWNER may consider the qualifications and experience of other Subcontractors, Suppliers, individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers and other individuals or entities must be submitted as provided in the Supplementary Conditions.

22.06 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to perform the Work in accordance with the Contract Documents. OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER's satisfaction.

22.07 Award of the Contract will be made to the lowest, responsive, and responsible Bidder, who has neither been disqualified nor rejected pursuant to Article 20 or Article 22, where the Bid is reasonable and does not exceed the funds available for the Project. The OWNER further reserves the right to award the Base Bid, plus any or all of the alternates or combination thereof, to the lowest responsive and responsible Bidder as determined by comparing the Bidder's Base Bid costs plus the applicable alternates.

ARTICLE 23 - CONTRACT SECURITIES

23.01 The Performance Bond and the Payment Bond shall be in the form bound in this Project Manual or in the form of American Institute of Architects (AIA) Document A312. The amounts of such bonds shall be equal to 100% of the total Bid amount.

23.02 Successful Bidder shall within ten days from the date of the Notice of Award deliver to OWNER, for OWNER's review and approval, the Performance Bond and the Payment Bond CONTRACTOR proposes to furnish at the time of the execution of the Agreement.

ARTICLE 24 - CONTRACTOR'S INSURANCE

24.01 The successful CONTRACTOR shall, prior to the commencement of the work, furnish to OWNER a certificate of worker's compensation, public liability, and property damage insurance in the amounts as listed below. OWNER shall be named as an additional insured and indemnified and held harmless from all claims, suits, and action of every name and description brought against OWNER for or on account of any injury or damage to person or property arising from or growing out of the demolition or application of said Work or doing any of the Work herein described.

WORKER'S COMPENSATION: Workers Liability $1,000,000

CONTRACTOR'S General Liability:
Bodily Injury: $1,000,000 Each Occurrence, $2,000,000 Aggregate
Property Damage: $1,000,000 Each Occurrence, $2,000,000 Aggregate
CONTRACTOR'S Automobile Liability
Bodily Injury: $1,000,000 Each Person, $1,000,000 Each Accident
Property Damage: $2,000,000 Each Occurrence or Combined Single Limit of $5,000,000

24.02 Successful Bidder shall within ten days from the date of the Notice of Award deliver to OWNER, for review and approval, the required policies of insurance.

24.03 CONTRACTOR shall either (1) require each of Subcontractor to procure and to maintain, during the life of the subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type and in the same amounts as specified above; or, (2) insure the activities of the Subcontractors in Contractor' existing policy.

24.04 Pursuant to KRS 198B.060(10) CONTRACTOR and Subcontractors shall complete the affidavit found in Section II, Part 2 (Page 21) certifying compliance with Kentucky Chapter 341 for Unemployment Insurance and Kentucky Chapter 342 for Worker's Compensation Insurance.

ARTICLE 25 - SIGNING OF AGREEMENT

25.01 When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract documents which are identified in the Agreement as attached thereto. Within ten days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within ten days thereafter, OWNER will deliver one fully signed counterpart to Successful Bidder.

ARTICLE 26 - NOTICE TO PROCEED

26.01 If a Notice to Proceed is given, the Contract Times will commence on the day indicated in the Notice to Proceed.

ARTICLE 27 - SALES AND USE TAXES

27.01 Sales and use taxes on materials and equipment to be incorporated into the Work and must be accounted for in the Bid.

ARTICLE 28 - ADDITIONAL REQUIREMENTS

28.01 Bidders must comply with the Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

28.02 CONTRACTOR agree that he/she will indemnify and save the OWNER harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The CONTRACTOR at OWNER'S request shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the CONTRACTOR fails to do so, then the OWNER may, after having served written notice on the said CONTRACTOR, either pay unpaid bills, of which the OWNER has written notice, direct, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been legally discharged whereupon payment to CONTRACTOR shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this paragraph be construed to impose any obligations upon the OWN R to either the CONTRACTOR or his/her surety. In paying any unpaid bills of the CONTRACTOR, the OWNER shall be deemed the agent of the CONTRACTOR, and any payment so made by OWNER shall be considered as payment made under this Contract by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTACTOR for any such payment made in good faith.

28.03 CONTRACTOR and all Subcontractors shall be required, throughout the duration of the Project, to apply for, file, and renew as necessary, and subsequently submit, and pay to the City of Newport Finance Department, all requisite occupational licensing fees and the quarterly payroll withholding on employees pursuant to City of Newport Code of Ordinances Chapter 37. Forms are available at http://newportky.gov/City-Government/Finance-and-Administration.aspx .

++ END OF INSTRUCTIONS TO BIDDERS ++

SECTION II. PART 2

CONTRACTORS AND SUBCONTRACTORS
INSURANCE AND WORKERS COMPENSATION AFFIDAVIT
PURSUANT TO KRS 198B.060(10)

Pursuant to the requirements of Kentucky Revised Statutes, the undersigned contractors and/or subcontractors hereby state and affirm that they presently are or will be in compliance with Kentucky Chapter 342 and Unemployment Insurance according to KRS Chapter 341 prior to beginning any employment or work within the City of Newport, Kentucky on the above referenced project.

If the applicant is not the contractor or subcontractor then the applicant, _____ states, pursuant to KRS 198B.060(10), that all contractors and subcontractors employed or that will be employed on any activity covered under this subject project by the City of Newport shall be in compliance with the Commonwealth of Kentucky requirements for Worker's Compensation Insurance (according to KRS Chapter 342) and Unemployment Insurance (according to KRS Chapter 341).

Pursuant to KRS 198B.060(10) the undersigned states that they understand they cannot conduct any activity relating to building, construction, reconstruction, renovation, demolition or maintenance of facilities within the City of Newport, Kentucky without signing this affidavit and that they have the required Worker's Compensation and Unemployment Compensation Insurance.

Signed this ____ day of _____ , 20 ___

_____	_____
Signature	Business Name
_____	_____
Printed Name of Individual Above	Business Address
	_____
	City, State, Zip

State of _____:
County of _____:

The above noted Affidavit was subscribed and sworn to before me by the above noted applicant, contractor or subcontractor on this ___ day of_____ ,20 ____

My Commission expires:_____ _____
Notary Public

SECTION II, PART 3

BID BOND FORM

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, as Principal, and as Surety, are hereby held and firmly bound unto the City of Newport, Kentucky as owner in the penal sum of

_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrator, successors, and assigns.

Signed this ____day of _____ 20 __ ,
The condition of the above obligation is such that whereas the Principal has submitted to the City of Newport, Kentucky a certain Bid, attached hereto made a part hereof to enter into a contract in writing, for the_____

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above,

_____
Principal

_____
Surety

SEAL By: _____

SECTION II, PART 4

SUBCONTRACTOR LIST

The Bidder shall enter the names and the type of work to be done in the Subcontractors List that follows for each subcontractor that the Bidder proposed to use for the work.

Only one (1) Subcontractor shall be listed for each work item. Upon award of a Contract, the named Subcontractors shall be employed to perform the work, unless the changes are specifically authorized by the OWNER. Failure to furnish all information requested may render the Bid non-responsive.

Except as otherwise specifically stated by the Bidder in this Section, omission of any names of Subcontractors herein shall constitute an affirmative representation and statement that the Bidder proposes to use his own forces for the work for which no Subcontractors are listed.

Subcontractor	**Work**	**Price**

(Use additional sheets if necessary.)

By:_____

++ END OF FORM++

SECTION II, PART 5

NON-COLLUSION AFFIDAVIT OF BIDDER

AFFIDAVIT OF PRINCIPAL CONTRACTOR

STATE OF _____:

COUNTY OF _____:

_____ being first duly cautioned and sworn, deposes and states

that he/she is_____
(Sole Owner/Partner/President/Secretary/Other Title)

of _____ , who on _____, 20_____,
(Name of Bidder) (Date Bid Submitted)

submitted to City of Newport, Kentucky a bid as set forth in the attached copy; that all statements of fact in such bid are true; that such bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly, by agreement, communication of conference with anyone attempting to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder or anyone else interested in the proposed contract; and further, that prior to the public opening and reading of bids, said bidder,

a) did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid;
b) did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw his bid;
c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid price, or that of anyone else;
d) did not, directly or indirectly, submit his bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals,

except to the awarding authority or to any person or persons who have a partnership of other financial interest with said bidder in his business; and

e) did not include in his bid price any fees, dues, charges, or assessments because required to do so by reason of his membership in or affiliation with any association, organization, corporation, partnership, company, individual or group of individuals, or because of any agreement or understanding with anyone that he would do so.

Signed: _____

Title: _____

Subscribed and sworn to before me this ___ day of _____ , 20 ___ .

_____
Notary Public

STATE OF _____:

COUNTY OF _____:

My commission expires _____

+ + END OF NON-COLLUSION AFFIDAVIT OF BIDDER + +

SECTION III, PART 1

SAMPLE NOTICE OF AWARD

TO: _____
(Name of Contractor)
_____
(Address of Contractor)
_____

You are hereby notified that the City of Newport, herein called OWNER, has reviewed all Bids submitted for the "Utility Connections to Private Properties along State Route 9" project and, in accordance with the Contract documents, your Lump Sum/Unit Price Bid along with the listed alternates in the amount of

_____

Dollars ($_____) has been accepted and that OWNER intends to execute the Agreement for this Work, provided, however, that you first comply with the obligations of the successful Bidder set forth in the Instructions to Bidders and subject to the provisions of the form of Agreement enclosed herewith and the proper, punctual execution thereof by you. Acceptance by the OWNER is conditioned upon your compliance with those obligations, and the OWNER reserves the right to refrain from entering into or to rescind the contract if you do not fulfill those obligations within the respective times specified.

Selected Alternates and amounts

_____

_____

_____

Five copies of the Agreement, and Exhibit I - Contractor's Bid are enclosed for your execution. All copies of these documents along with the Performance Bond and the Payment Bond must be executed (do not date Agreement) by yourself and your Surety and returned within ten calendar days to OWNER at the following address:

OFFICE OF THE CITY CLERK
998 MONMOUTH STREET
NEWPORT, KY 41071

In addition, two (2) copies of all required certificates of insurance shall be submitted to the OWNER within ten calendar days of the date of this Notice of Award for his review and approval.
Subsequent to execution of the Agreement by OWNER, one copy of the Agreement, the Performance Bond, and the Payment Bond will be returned to you.

Date:_____ _____ , 20 ___

By _____
Thomas J. Fromme
Newport City Manager

++ END OF NOTICE OF AWARD ++

SECTION III, PART 2

AGREEMENT

(Note: The following standard form will be used for preparation of the Agreement, after award of the contract)

THIS AGREEMENT entered into this ___day of _____ ,20___ ,by and between _____, a corporation (hereinafter referred to as the "CONTRACTOR"), and the CITY OF NEWPORT, KENTUCKY (hereinafter referred to as the "OWNER").

WHEREAS, the OWNER was directed by Commissioners' Order R-2014-_____ to enter into an Agreement with the CONTRACTOR.

WITNESSETH:
That for and in consideration of the payment of the sum not to exceed $_____to be paid by the OWNER as hereinafter stated, the CONTRACTOR hereby agrees to perform and/or provide the hereinafter stated services and supplies.

1. The CONTRACTOR shall do, perform and carry out, in a satisfactory and workmanlike manner with due diligence all of the services and provide all of the materials necessary to complete the public improvements for “Utility Connections to Private Properties along State Rt. 9” Project (hereinafter referred to as the “PROJECT”). This Contract is to be construed according to the terms and conditions herein as well as those contained in the Bid Package for the aforementioned PROJECT, a copy of which is on file in the City Clerk's office and is incorporated herein by reference.

2. The CONTRACTOR represents that it has, or will have, at its own expense, all personnel required in performing the PROJECT. Such personnel shall not be employees of, or have any contractual relationship with the OWNER.
3. The CONTRACTOR hereby agrees that none of the work or services covered by this Contract shall be subcontracted without prior written approval of the OWNER.
4. The PROJECT is to be commenced as soon as practicable after the execution of this Contract and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purpose of this Contract and shall be completed in accordance with specifications within the Contract Documents. CONTRACTOR and OWNER agree that as liquidated damages for delay, CONTRACTOR shall pay OWNER the amount outlined in the schedule below for each calendar day that expires after the milestone date or time. In addition to the amount provided for liquidated damages, CONTRACTOR shall pay OWNER the actual costs reasonably incurred by OWNER for engineering and inspection forces employed for the Work for each day that expires after the days specified below for

Substantial Completion. OWNER may deduct liquidated damages and special damages from progress payments due to CONTRACTOR under this Agreement.

CONTRACT TIMES

- The Work shall be completed and ready for final payment on or before _____. Time is of the essence unless otherwise established by written agreement.

SCHEDULE OF LIQUIDATED DAMAGES

- Work Complete/Final Payment: $200/day

5. The OWNER shall pay the aforementioned contract price by monthly payments minus 10 percent retainer. Payment will be made by the OWNER'S Finance Department within thirty (30) days of receipt of an acceptable monthly statement. The OWNER reserves the right to refuse payment if it is determined, by its Finance Director, that the monthly statement is inadequate. The OWNER reserves the right to refuse payment if it is determined by the City Engineer or City Manager or a designee overseeing the PROJECT that the work performed or materials provided for the PROJECT is inadequate or defective. If it is determined by the OWNER'S Finance Director or City Manager or their designee overseeing the PROJECT, that the monthly statement is inadequate, or that work performed or materials provided for the PROJECT is inadequate or defective, the OWNER shall notify the CONTRACTOR and tender written explanation for such action within ten (10) days of the action. The 10 percent retainer held by the OWNER shall be paid to CONTRACTOR after the CONTRACTOR completes the PROJECT and submits a final request for payment and after the OWNER has inspected the work performed and materials provided and reasonably determines the PROJECT has been completed in a workmanlike manner and in accordance with the terms and specifications of the bid specification, this Contract and any other related documents. If OWNER determines that the work or materials are defective then the remedies provided in paragraph 13 may be implemented by OWNER.

6. All notices required or permitted under this Agreement shall be in writing.
   (a) Any communication to the CONTRACTOR shall be deemed effective for all purposes as of the date such communication is personally delivered to or received by registered or certified mail, return receipt requested, at

   _____or at such other address as may be furnished in writing by the CONTRACTOR to the OWNER.
   (b) Any communication to the OWNER shall be deemed effective for all purposes as of the date such communication is personally delivered to or received by registered or certified mail, return receipt requested, by Amy Able, City Clerk, 998 Monmouth Street, Newport, Kentucky 41071, or at such other address as may furnished in writing by the OWNER to the CONTRACTOR.
7. The OWNER may, from time to time, require changes in the PROJECT. Such changes, including any increase or decrease in compensation, which are mutually

agreed upon by and between the OWNER and CONTRACTOR, shall be incorporated in written amendments to this Contract.

8. The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the OWNER.
9. The CONTRACTOR shall reveal any final determination of a violation of KRS Chapters 136 "Corporation and Utility Taxes", 139 "Sales and Use Taxes", 141 "Income Taxes", 337 "Wages and Hours", 338 "Occupational Safety and Health of Employees", and 342 "Workers' Compensation" by the CONTRACTOR within the previous five (5) years, and shall be in continuous compliance with the provisions of KRS Chapters 136 "Corporation and Utility Taxes", 139 "Sales and Use Taxes", 141 "Income Taxes", 337 "Wages and Hours", 341 "Unemployment Compensation", and 342 "Workers' Compensation" for the duration of this Contract.
10. This Agreement shall be interpreted and construed in conformity with the laws of the Commonwealth of Kentucky.
11. The CONTRACTOR hereby indemnifies the OWNER and holds the OWNER harmless from any and all claims and causes of action resulting from the negligent or intentional acts of the CONTRACTOR, its agents or employees.
12. The CONTRACTOR shall furnish the OWNER with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of insurance policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the City of Newport, Kentucky." The CONTRACTOR shall keep the performance bond, workers’ compensation coverage, public liability and property damage insurance coverage in full force and effect until completion of the PROJECT. The OWNER will be named as an additional insured on all liability policies.
13. If CONTRACTOR fails in any manner to fully perform and carry out each and all of the terms, covenants and conditions of this Contract, it shall be in default and notice in writing shall be given to the CONTRACTOR at the address contained herein. If CONTRACTOR fails to cure such default within such time as may be required by such notice, the OWNER reserves the right to terminate and cancel the Contract and/or withhold any payment that may be due and/or withhold any retainer that may be held by OWNER and/or thereafter contract with a third party and complete the Contract at the expense of the CONTRACTOR or its surety. The CONTRACTOR shall pay OWNER'S attorney's fees, court costs and expenses incurred by OWNER as a result of the CONTRACTOR'S default of this Agreement.
    (a) In the event of such termination, all moneys due CONTRACTOR under the terms of the Contract shall be retained by the OWNER, but such retention shall not release CONTRACTOR from liability for the default.
    (b) Such termination shall not affect or terminate any of the rights of the OWNER as against CONTRACTOR then existing or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the OWNER under law including attorneys' fees incurred in curing the default.

(c) If OWNER inspects the PROJECT and determines that a final payment is due CONTRACTOR, but later discovers a defective condition in work or materials, then the final payment shall not waive any rights that OWNER may have against CONTRACTOR and CONTRACTOR shall correct any defect without any further consideration.

14. In the event that any provision or portion of this Contract shall be found to be invalid or unenforceable, then such provision or portion of the Contract shall not affect the validity or enforceability of any other provision or portion of the Contract.
15. This Contract including the Bid Package and Construction Documents constitutes the entire Agreement between the OWNER and the CONTRACTOR with respect to the PROJECT. It is intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement.
16. At all times this Contract will inure to the benefit of and constitute a binding obligation on the parties and their respective successors and assigns.
17. By execution of this Agreement, CONTRACTOR makes the following representations.
    - CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance for the Work.
    - CONTRACTOR is familiar and satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the Work.
    - CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
    - The Contract Documents, as listed below, are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

Contract Documents consist of the following:

- This Agreement
- Performance and Payment Bond
- Specifications, as listed in the table of contents of the Project Manual and KTC Standard Specifications for Road and Bridge Construction Sections 408 and 713.
- Drawings including Title Sheet.
- Exhibit 1 - Contractor's Bid

Approvals

Recommended by: _____
Community Services Director

Approved as to From by: _____
City Solicitor

Certification Approved by: _____

Finance Director

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF NEWPORT, KENTUCKY (OWNER)

_____ _____
Thomas J. Fromme, City Manager Witness

_____ (CONTRACTOR)

_____ _____
Witness

_____
Title

SECTION III, PART 3

SAMPLE NOTICE TO PROCEED

To:_____ Date: _____
(Name of Contractor)

_____
(Address of Contractor)

_____

Project: "Utility Connections to Private Properties along State Rt. 9"

You are hereby notified to commence Work in accordance with the Agreement dated

_____ ,20___ , on or before,_____ 20___
(Date of Agreement) (Date to commence Work)

You are to complete the work in accordance with the milestone schedule in the Agreement, which is repeated below for reference only. The milestone work activity durations are as stated in the Agreement and are calendar days. The milestone dates are established based on the effective' date of the Notice to Proceed. Liquidated damages in the amount scheduled below per calendar day for each calendar day the work remains incomplete after its associated milestone date will be imposed unless the Contract Times are otherwise adjusted for due cause by change order to the Agreement. Note that Special Damages will also be imposed in accordance with the Agreement, Article 4. All damages listed below are additive.

Milestone	**Milestone Work Activity Duration**	**Milestone Date**	**Liquidated Damages**
Work complete and Ready for Final Payment			

CITY OF NEWPORT (Owner)

By _____

Title _____

+ + END OF NOTICE TO PROCEED + +

SECTION IV, PART 1

ACCESS ROADS, PARKING AREAS AND TRAFFIC CONTROL

PART I – GENERAL

1.1 GENERAL

A. CONTRACTOR shall provide all temporary construction roads, walks and parking areas required during construction and for use of emergency vehicles. Temporary roads and parking areas shall be designed and maintained by the CONTRACTOR so as to be fully usable in all weather conditions.

B. CONTRACTOR shall prevent interference with traffic operations on existing roads. CONTRACTOR shall indemnify and save harmless the OWNER from any expenses caused by CONTRACTOR'S operations over these roads.

C. Roadways damaged by CONTRACTOR shall be restored to their original condition by the CONTRACTOR subject to approval of the OWNER.

D. Temporary roads, walks and parking areas shall be removed by the CONTRACTOR prior to final acceptance and the ground returned to its original condition, unless otherwise required by the Contract Documents or the OWNER.

1.2 TRAFFIC CONTROLS

A. All traffic controls shall be in accordance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD). The Contractor's name and phone number shall be affixed to any devices used in the public right-of-way.

B. CONTRACTOR is responsible for development of a temporary traffic control plan. The plan shall contain a location plan or street level map indicating the location of the work zone and include specific information related to the duration and time of work, lane closures, traffic pattern modifications, detours, signage, temporary road plates, etc.

C. Heavy steel plates used to cover excavated areas in streets shall be secured in an appropriate manner to prevent movement. Use of road plates shall be kept to a minimum.

D. All streets and traffic ways shall be kept open for the passage of traffic and pedestrians during the construction period unless otherwise approved by the OWNER or authority having jurisdiction over same.

E. When required to cross, obstruct or temporarily close a street or traffic way, CONTRACTOR shall provide and maintain suitable bridges, detours or other approved temporary expedient for the accommodation of traffic. Work may be installed by the open cut method; however, the traffic flow shall be maintained. A minimum of two lanes of traffic shall be kept flowing. Closings shall be for the shortest time practical, and passage shall be restored immediately after completion of backfill and temporary paving or bridging.

F. CONTRACTOR shall give the required advance notice to the fire and police departments of his proposed operations.

G. CONTRACTOR shall give reasonable notice to owners or tenants of private property who may be affected by his operations.

H. CONTRACTOR shall provide signs, signals, barricades, flares, lights and all other equipment, service and personnel required to regulate and protect all traffic, and warn of hazards. All such work shall conform to requirements of the OWNER or authority having jurisdiction. Remove temporary equipment and facilities when no longer required. Restore grounds to original or to specified conditions.

I. Pavement: When backfill is stabilized in accordance with Kentucky Department of Highways requirements and these Specifications, CONTRACTOR shall replace the street pavement and base with pavement of similar type and equal thickness to the pavement which was removed. This pavement and base shall be constructed in complete accordance with the requirements of the Kentucky Department of Highways and Section 02512.

1.3 FLAGMEN

Provide qualified and suitably equipped flagmen when construction operations encroach on traffic lanes, as required for regulation of traffic and in accordance with the requirements of the authority having jurisdiction.

1.4 FLARES AND LIGHTS

A. Provide flares and lights during periods of low visibility:
   1. To clearly delineate traffic lanes, to guide traffic and to warn of hazardous areas.
   2. For use by flagmen in directing traffic.

B. Provide illumination of critical traffic and parking areas.

1.5 PARKING CONTROL

A. Control all CONTRACTOR related vehicular parking within the limits of the Work to preclude interference with public traffic or parking, access by emergency vehicles, OWNER'S operations, or construction operations. Provide temporary

parking facilities for the public as may be required because of construction or operations.

B. Monitor parking of all construction and private vehicles:
   1. Maintain free vehicular access to and through parking areas.
   2. Prohibit parking on or adjacent to access roads, or in non- designated areas.

1.6 CONTRACTOR'S ACCESS TO THE SITE

All access to the site for CONTRACTOR'S employees, material, tools, and equipment shall only be through the designated construction entrance approved by the OWNER.

1.7 DESIGNATED PARKING

No CONTRACTOR employee's personal vehicle shall be allowed to park anywhere other than the areas approved by the OWNER. The CONTRACTOR shall prepare and maintain this area as required.

1.8 MAINTENANCE OF ROADS

A. CONTRACTOR shall at all times maintain approved access for trucks to loading areas of the construction site and parking facilities. All parking of construction vehicles shall be in approved parking areas.

B. CONTRACTOR shall sweep all paved roads, daily if necessary, that are utilized in the prosecution of the Work.

C. CONTRACTOR shall keep the above roads clean and serviceable at all times.

D. Dust resulting from construction operations shall be controlled by the CONTRACTOR to prevent a nuisance on the site or in adjacent areas.

+ + END OF SECTION + +

SECTION IV, PART 5

PROTECTION OF THE WORK AND PROPERTY

PART 1 – GENERAL

1.1 GENERAL

A. CONTRACTOR shall be responsible for taking all precautions, providing all programs, and taking all actions necessary to protect the Work and all public and private property and facilities from damage as specified in the General Conditions and herein.

B. In order to prevent damage, injury or loss, CONTRACTOR'S actions shall include, but not be limited to, the following:
   1. Store apparatus, materials, supplies, and equipment in an orderly, safe manner that will not unduly interfere with the progress of the Work or the Work of any other contractor or utility service company.
   2. Provide suitable storage facilities for all materials which are subject to injury by exposure to weather, theft, breakage, or otherwise.
   3. Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.
   4. Clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the Work shall present a safe, orderly and workmanlike appearance.
   5. Provide barricades and guard rails around openings, for scaffolding, for temporary stairs and ramps, around excavations, elevated walkways and other hazardous areas.

C. CONTRACTOR shall not, except after written consent from proper parties, enter or occupy privately-owned land with men, tools, materials or equipment, except on easements provided herein.

D. CONTRACTOR shall assume full responsibility for the preservation of all public and private property or facility on or adjacent to the site. If any direct or indirect damage is done by or on account of any act, omission, neglect or misconduct in the execution of the Work by the CONTRACTOR, it shall be restored by the CONTRACTOR, at CONTRATOR’S expense, to a condition equal to that existing before the damage was done.

1.2 BARRICADES AND WARNING SIGNALS

A. Where Work is performed on or adjacent to any roadway, rights-of- way, or public place, CONTRACTOR shall provide barricades, fences, lights, warning signs,

danger signals, watchmen, and shall take other precautionary measures for the protection of persons or property and of the Work. Barricades shall be painted to be visible at night. From sunset to sunrise, CONTRACTOR shall furnish and maintain at least one light at each barricade. Sufficient barricades shall be erected to keep vehicles from being driven on or into Work under construction. CONTRACTOR shall furnish watchmen in sufficient numbers to protect the Work. CONTRACTOR'S responsibility for the maintenance of barricades, signs, lights, and for providing watchmen shall continue until the Project is accepted by OWNER.

1.3 TREE AND PLANT PROTECTION

A. CONTRACTOR shall protect existing trees, shrubs and plants on or adjacent to the site that are shown or designated to remain in place against unnecessary cutting, breaking or skinning of trunk, branches, bark or roots.

B. Materials or equipment shall not be stored or parked within the drip line.

C. Temporary fences or barricades shall be installed to protect trees and plants in areas subject to traffic.

D. Fires shall not be permitted under or adjacent to trees and plants.

E. Within the limits of the Work, water trees and plants that are to remain, in order to maintain their health during construction operations.

F. Cover all exposed roots with burlap that shall be kept continuously wet. Cover all exposed roots with earth as soon as possible. Protect root systems from mechanical damage and damage by erosion, flooding, run-off or noxious materials in solution.

G. If branches or trunks are damaged, prune branches immediately and protect the cut or damaged areas with emulsified asphalt compounded specifically for horticultural use in a manner approved by the OWNER.

H. All damaged trees and plants that die or suffer permanent injury shall be removed when ordered by the OWNER and replaced by a specimen of equal or better quality.

I. Coordinate Work in this Section with applicable requirements of Division 2 Specifications.

1.4 PROTECTION OF EXISTING STRUCTURES

A. Underground Structures:

1. Underground structures are defined to include, but not be limited to, all sewer, water, gas, and other piping, and manholes, chambers, electrical conduits, tunnels and other existing subsurface work located within or adjacent to the limits of the Work.

2. All underground structures known to OWNER except water, sewer, electric, and telephone service connections are shown. This information is shown for the assistance of CONTRACTOR in accordance with the best information available, but is not guaranteed to be correct or complete.

3. CONTRACTOR shall explore ahead of his trenching and excavation Work and shall uncover all obstructing underground structures sufficiently to determine their location, to prevent damage to them and to prevent interruption to the services which such structures provide. If CONTRACTOR damages an underground structure, he shall restore it to original condition at his expense.

4. Necessary changes in the location of the Work may be made by OWNER, to avoid unanticipated underground structures.

5. If permanent relocation of an underground structure or other subsurface facility is required and is not otherwise provided for in the Contract Documents, OWNER will direct CONTRACTOR in writing to perform the Work.

B. Surface Structures:

1. Surface structures are defined as all existing buildings, structures and other facilities above the ground surface. Included with such structures are their foundations or any extension below the surface. Surface structures include, but are not limited to, buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks and all other facilities that are visible above the ground surface.

C. Protection of Underground and Surface Structures:

1. CONTRACTOR shall sustain in their places and protect from direct or indirect injury all underground and surface structures located within or adjacent to the limits of the Work. Such sustaining and supporting shall be done carefully and as required by the party owning or controlling such structure. Before proceeding with the work of sustaining and supporting such structure, CONTRACTOR shall satisfy the OWNER that the methods and procedures to be used have been approved by the party owning same.

2. CONTRACTOR shall assume all risks attending the presence or proximity of all underground and surface structures within or adjacent to the limits of the Work. CONTRACTOR shall be responsible for all damage and expense for

direct or indirect injury caused by his Work to any structure. CONTRACTOR shall repair immediately all damage caused by his work, to the satisfaction of the owner of the damaged structure.

D. All other existing surface facilities, including but not limited to, guard rails, posts, guard cables, signs, poles, markers, and curbs which are temporarily removed to facilitate installation of the Work shall be replaced and restored to their original condition at CONTRACTOR'S expense.

1.5 PROTECTION OF FLOORS AND SLABS

A. CONTRACTOR shall protect floors and slabs, including sidewalks, during entire construction period.

B. Proper protective covering shall be used when moving heavy equipment, handling materials or other loads, when painting, handling mortar and grout and when cleaning walls and ceilings.

C. Use metal pans to collect all oil and cuttings from pipe, conduit, or rod threading machines and under all metal cutting machines.

D. Concrete floors less than 28 days old shall not be loaded without written permission of the OWNER. No floor or slab shall be loaded in excess of its design loading.

1.6 PROTECTION OF INSTALLED PRODUCTS AND LANDSCAPING

A. Provide protection of installed products to prevent damage from subsequent operations. Remove protection facilities when no longer needed, prior to completion of Work.

B. Control traffic to prevent damage to equipment, materials and surfaces.

C. Provide coverings to protect equipment and materials from damage.
   1. Cover projections, wall corners, and jambs, sills and soffits of openings, in areas used for traffic and for passage of products in subsequent work.

+ + END OF SECTION + +

COUNTY OF	ITEM NO.	SHEET NO.
CAMPBELL	6-8101.10	U1

TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS

CAMPBELL COUNTY
KY 9
ELECTRIC UTITLITES

ELECTRIC DUCT SUMMARY

ITEM CODE	ITEM	UNIT	QUANTITY	COMMENTS
23430EC	PULL BOX - 3 X 5	EA	8	
21729EN	PVC CONDUIT - 4 IN - SCHEDULE 40	LF	3,149	
23431EC	PVC CONDUIT - 6 IN - SCHEDULE 40	LF	711	
3553	BEND - 45 DEG - 4 IN	EA	48	
3554	BEND - 45 DEG - 6 IN	EA	12	
3559	4 IN BEND - 36" RADIUS/90 DEG	EA	62	
3560	6 IN BEND - 36" RADIUS/90 DEG	EA	8	
2220	FLOWABLE FILL	CY	97	
8100	CONCRETE- CLASS A	CY	87	
22412NN	LABOR TO INSTALL TRANSFORMER PAD (SUPPLIED BY DUKE)	LS	1	
1781	MANHOLE TYPE J	EA	2	

UNDERGROUND UTILITY DUCTS AND DECEMBER 1, 2014 DEADLINE

CONTRACTOR IS TO ALLOW UTILITY COMPANIES COMPLETE ACCESS TO PERFORM THEIR WORK TO MEET AN APRIL 15, 2015 CLEARANCE DATE. ALL UTILITY DUCTS NORTH OF, AND INCLUDING THOSE AT SOLAR ALLEY, THESE INCLUDE THOSE UNDER NEW KY 9 AT SOLAR ALLEY, 10" STREET AND 9" STREET, AND THOSE LOCATED UNDER BLEITH ALLEY MUST BE INSTALLED BEFORE DECEMBER 1, 2014. ALL OTHER UTILITY DUCTS, THOSE UNDER NEW KY 9 AT HUNT AND HOGAN ALLEYS, CAN BE INSTALLED DURING NORMAL CONSTRUCTION ACTIVITIES AS UTILITIES BETWEEN THORNTON STREET AND HODGE STREET WILL BE TEMPORARILY RELOCATED ON TEMPORARY POLES TO FACILITATE AN APRIL 15, 2015 CLEARANCE. DUKE ENERGY, CINCINNATI BELL, AND TIME WARNER CABLE IS TO BE MADE AWARE OF THE COMPLETION OF THESE INSTALLATIONS, THOSE PERFORMED BEFORE DECEMBER 1, 2014 AND THOSE COMPLETED DURING NORMAL CONSTRUCTION ACTIVITIES, SO AS TO BEGIN MOVING UTILITY LINES. ANY DELAY IN THE INSTALLATION OF THE DUCTS NORTH OF SOLAR ALLEY BEYOND DECEMBER 1, 2014 WILL CAUSE DELAY TO THE UTILITY CLEARANCE DATE AND IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NEGOTIATE A REVISED UTILITY CLEARANCE DATE WITH DUKE ENERGY, CINCINNATI BELL, AND TIME WARNER CABLE. DELAYS IN INSTALLING THE DUCTS AND PROVIDING THE ABOVE MENTIONED UTILITY COMPANIES ACCESS TO THE SITE TO MOVE UTILITIES WILL BE ON THE CONTRACTOR AND WILL NOT RESULT IN ANY ADDITIONAL PAYMENTS TO THE CONTRACTOR FOR DELAY, NOR WILL IT RESULT IN ANY ADDITIONAL CONSTRUCTION TIME PAST THE FIXED COMPLETION DATE OF THE PROJECT OF MAY 15, 2016. NO CLAIMS BY THE CONTRACTOR OVER UTILITIES WILL BE ENTERTAINED IF THE DECEMBER 1, 2014 INSTALLATION DATE IS NOT MET.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
U1	TITLE SHEET
U2-U7	PLAN AND PROFILE SHEETS

SPECIAL NOTES

SPECIAL PROVISIONS

STANDARD DRAWINGS

SPECIFICATIONS

DUKE ENERGY REDBOOK DRAWING 670
DUKE ENERGY REDBOOK DRAWING 671
DUKE ENERGY REDBOOK DRAWING 672
DUKE ENERGY REDBOOK DRAWING 673
DUKE ENERGY REDBOOK DRAWING 674
DUKE ENERGY REDBOOK DRAWING 675
DUKE ENERGY REDBOOK DRAWING 676
DUKE ENERGY REDBOOK DRAWING 677
DUKE ENERGY REDBOOK DRAWING 678

REVISION	DATE

DATE:	CHECKED BY
DESIGNED BY:	
DETAILED BY:	

Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS

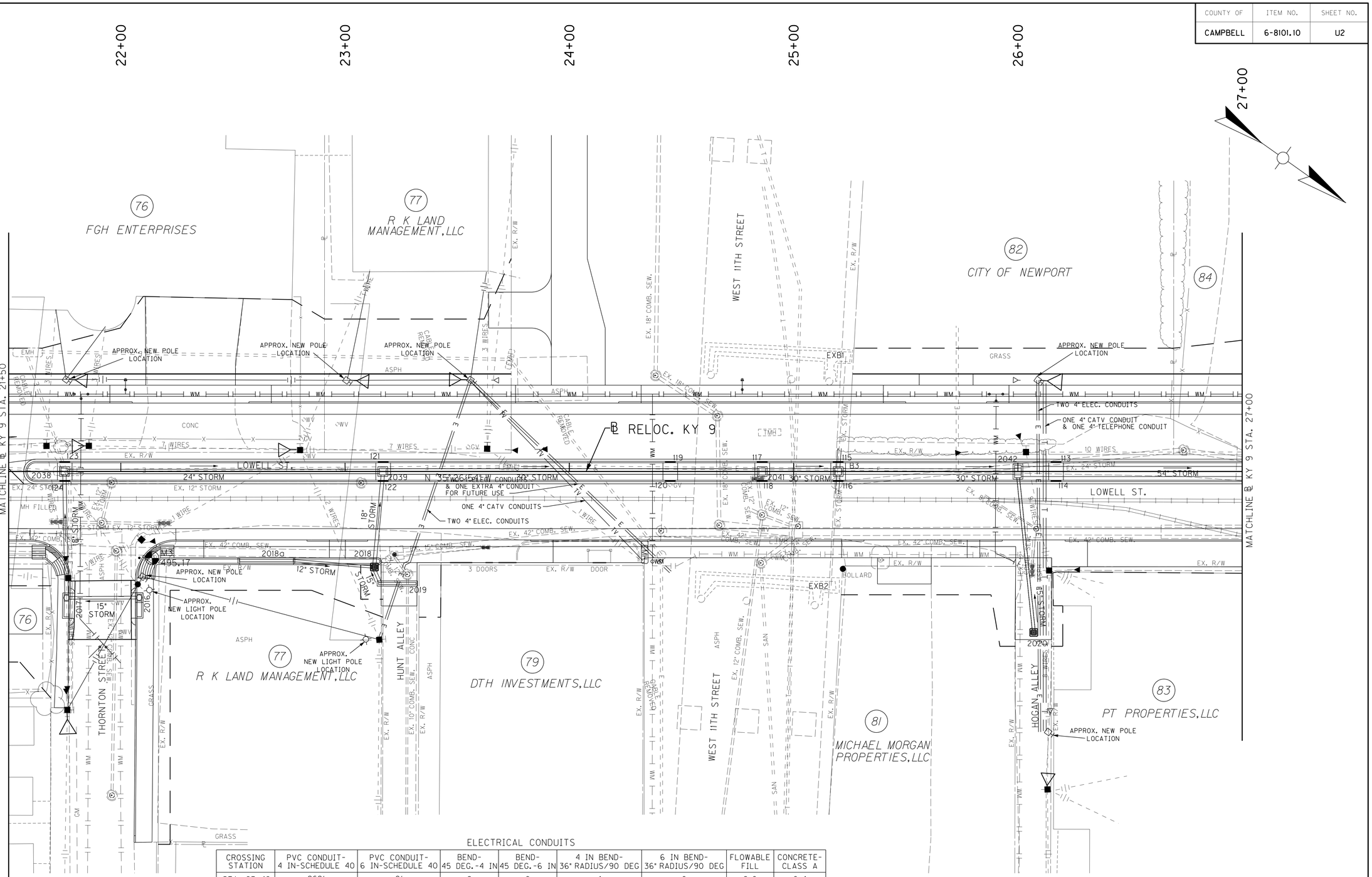
PROJECT NUMBER: FD04 SPP 008 0009 021-023

SHEET NO.

DRAWING NO.

FILE NAME: P:\225210\T\SHEETS\SOUTH SECTION\6-8101.10\CONTRACT PLANS AND PROPOSAL\CONTRACT PLAN SET\UTILITIES\UNDERGROUND ELECTRIC RELOCATI
USER: fackler
DATE PLOTTED: July 8, 2014
E-SHEET NAME: U00100LS
MicroStation v8.11.7.443

COUNTY OF	ITEM NO.	SHEET NO.
CAMPBELL	6-8101.10	U2



ELECTRICAL CONDUITS

CROSSING STATION	PVC CONDUIT- 4 IN-SCHEDULE 40	PVC CONDUIT- 6 IN-SCHEDULE 40	BEND- 45 DEG.-4 IN	BEND- 45 DEG.-6 IN	4 IN BEND- 36" RADIUS/90 DEG	6 IN BEND- 36" RADIUS/90 DEG	FLOWABLE FILL	CONCRETE- CLASS A
STA. 23+42	269'	0'	8	0	4	0	8.0	6.4
STA. 23+96	465'	0'	8	0	8	0	17.4	8.9
STA. 26+10	664'	0'	8	0	8	0	8.0	13.0

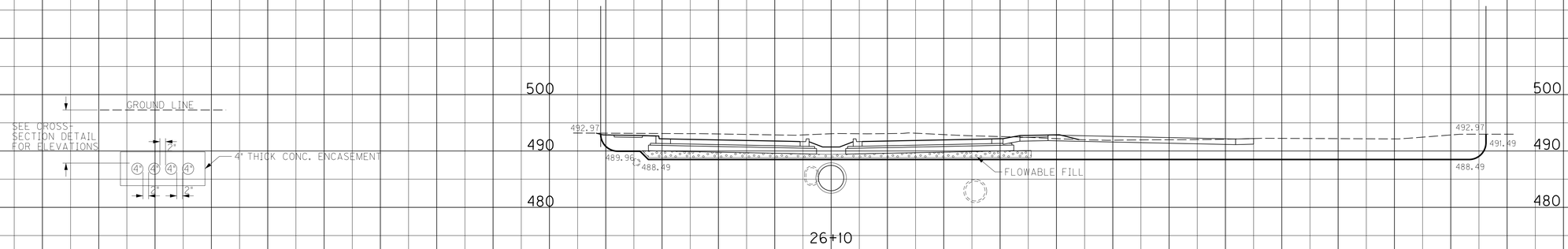
RT. STA. 24+34 OFFSET 36.02'
CONST. ELECTRICAL PULL BOX

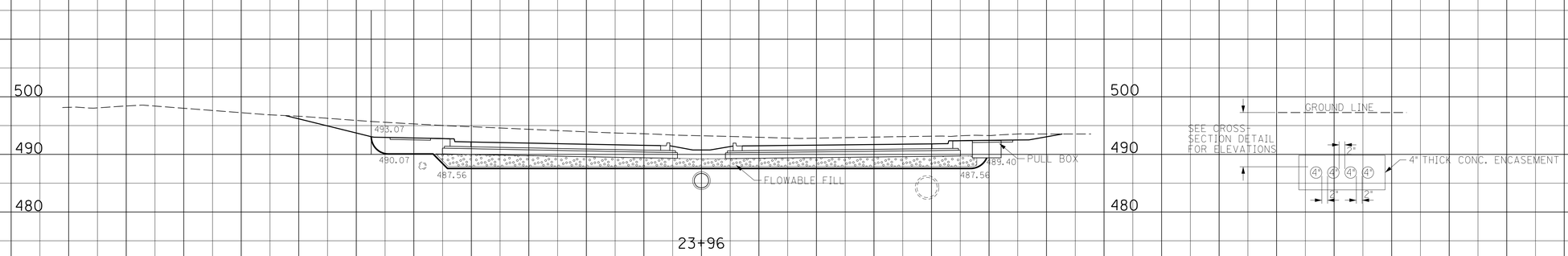
SCALE: 1"=20'
0' 20' 40' 80'

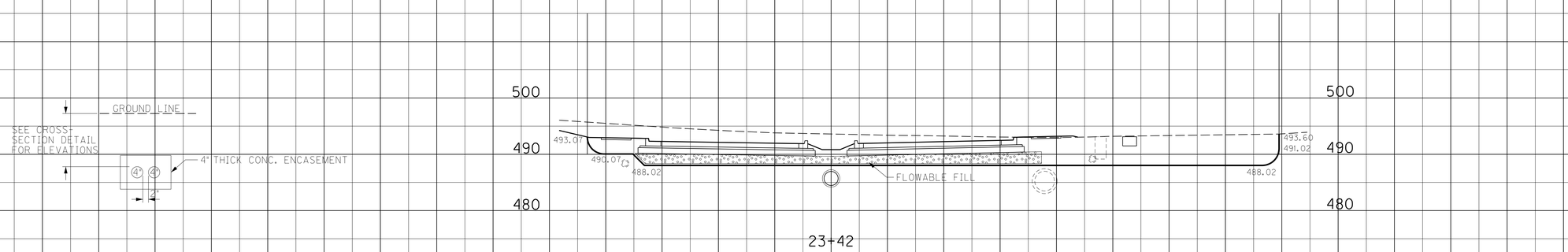
PLAN SHEET
KY 9 UNDERGROUND ELECTRIC
STA. 21+50 TO STA. 27+00

MicroStation v8.11.7.443 E-SHEET NAME: U00200PL USER: holtonr DATE PLOTTED: July 8, 2014 FILE NAME: P:\22520\DTV\SHEETS\SOUTH SECTION\6-8101.10\CONTRACT PLANS AND PROPOSAL\CONTRACT PLAN SET\UTILITIES\UNDERGROUND ELECTRIC RELOCATI

COUNTY OF	ITEM NO.	SHEET NO.
CAMPBELL	6-8101.10	U3





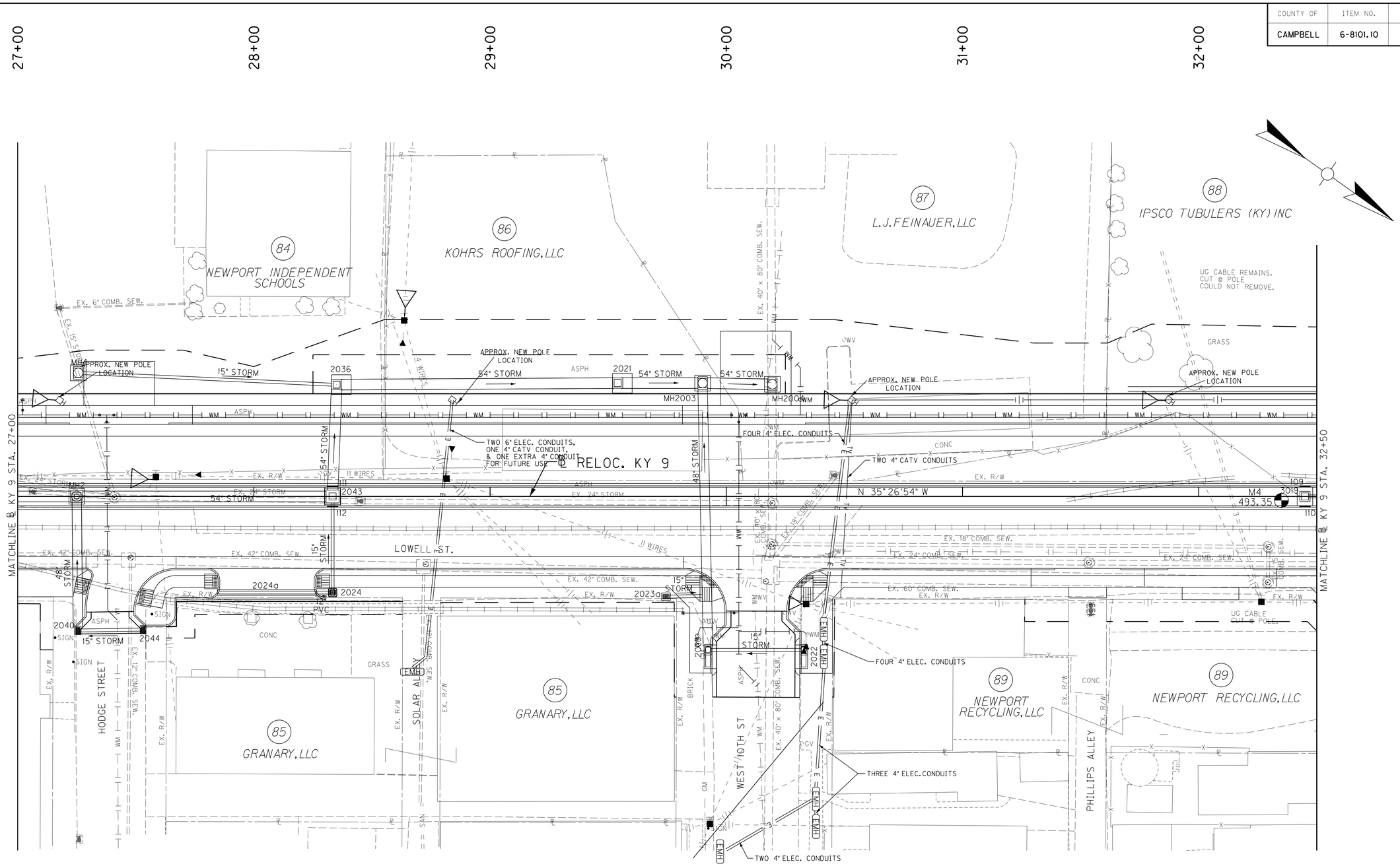


SCALE: 1" = 10' HORIZONTAL
1" = 10' VERTICAL

PROFILE SHEET
KY 9 UNDERGROUND ELECTRIC
STA. 23+48 TO STA. 26+10

MicroStation v8.11.7.443 | E-SHEET NAME: U00300PF | USER: haltonr DATE PLOTTED: July 8, 2014 | FILE NAME: P:\225210\TS\SHEETS\SOUTH SECTION\6-8101.10\CONTRACT PLANS AND PROPOSAL\CONTRACT PLAN SET\UTILITIES\UNDERGROUND ELECTRIC RELOCATI

COUNTY OF	ITEM NO.	SHEET NO.
CAMPBELL	6-8101.10	U4



RT. STA. 28+67 OFFSET 74.28'
CONST. ELECTRICAL PULL BOX

RT. STA. 29+97 OFFSET 150.43'
CONST. ELECTRICAL PULL BOX

RT. STA. 30+38 OFFSET 128.17'
CONST. ELECTRICAL PULL BOX

RT. STA. 30+38 OFFSET 139.87'
CONST. ELECTRICAL PULL BOX

RT. STA. 30+41 OFFSET 56.26'
CONST. ELECTRICAL PULL BOX

RT. STA. 30+41 OFFSET 67.86'
CONST. ELECTRICAL PULL BOX

ELECTRICAL CONDUITS

CROSSING STATION	PVC CONDUIT- 4 IN-SCHEDULE 40	PVC CONDUIT- 6 IN-SCHEDULE 40	BEND- 45 DEG.-4 IN	BEND- 45 DEG.-6 IN	4 IN BEND- 36" RADIUS/90 DEG	6 IN BEND- 36" RADIUS/90 DEG	FLOWABLE FILL	CONCRETE- CLASS A
28+80	259'	259'	4	4	4	4	15.4	18.6
30+48	930'	0'	14	0	26	0	23.1	12.4

SCALE: 1"=20'

0' 20' 40' 80'

PLAN SHEET
KY9 UNDERGROUND ELECTRIC
STA. 27+00 TO STA. 32+50

FILE NAME: P:\2252101\TS\SHEETS\SOUTH SECTION\6-8101.10\CONTRACT PLANS AND PROPOSAL\CONTRACT PLAN SET\UTILITIES\UNDERGROUND ELECT

USER: holtonr
DATE PLOTTED: July 8, 2014

E-SHEET NAME: U00400PL

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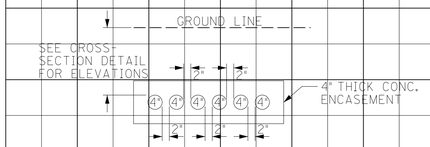
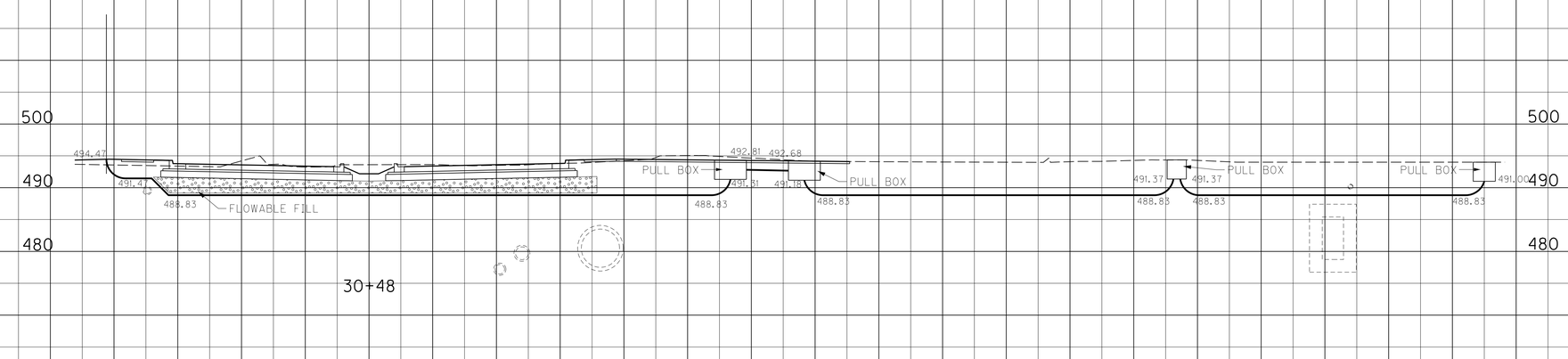
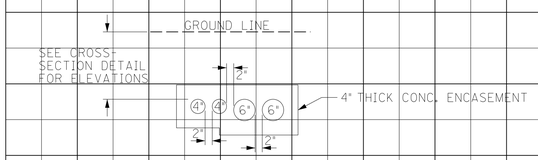
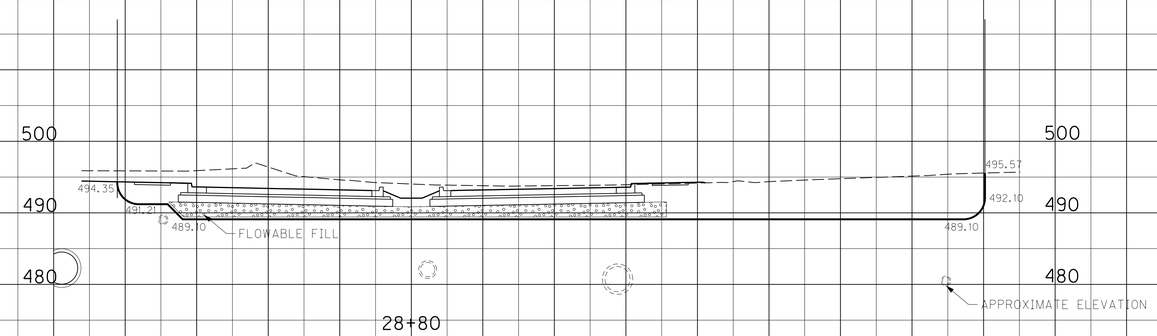
COUNTY OF	ITEM NO.	SHEET NO.
CAMPBELL	6-8101.10	U5









SCALE: 1" = 10' HORIZONTAL
1" = 10' VERTICAL

PROFILE SHEET
KY 9 UNDERGROUND ELECTRIC
STA. 28+80 TO STA. 30+48

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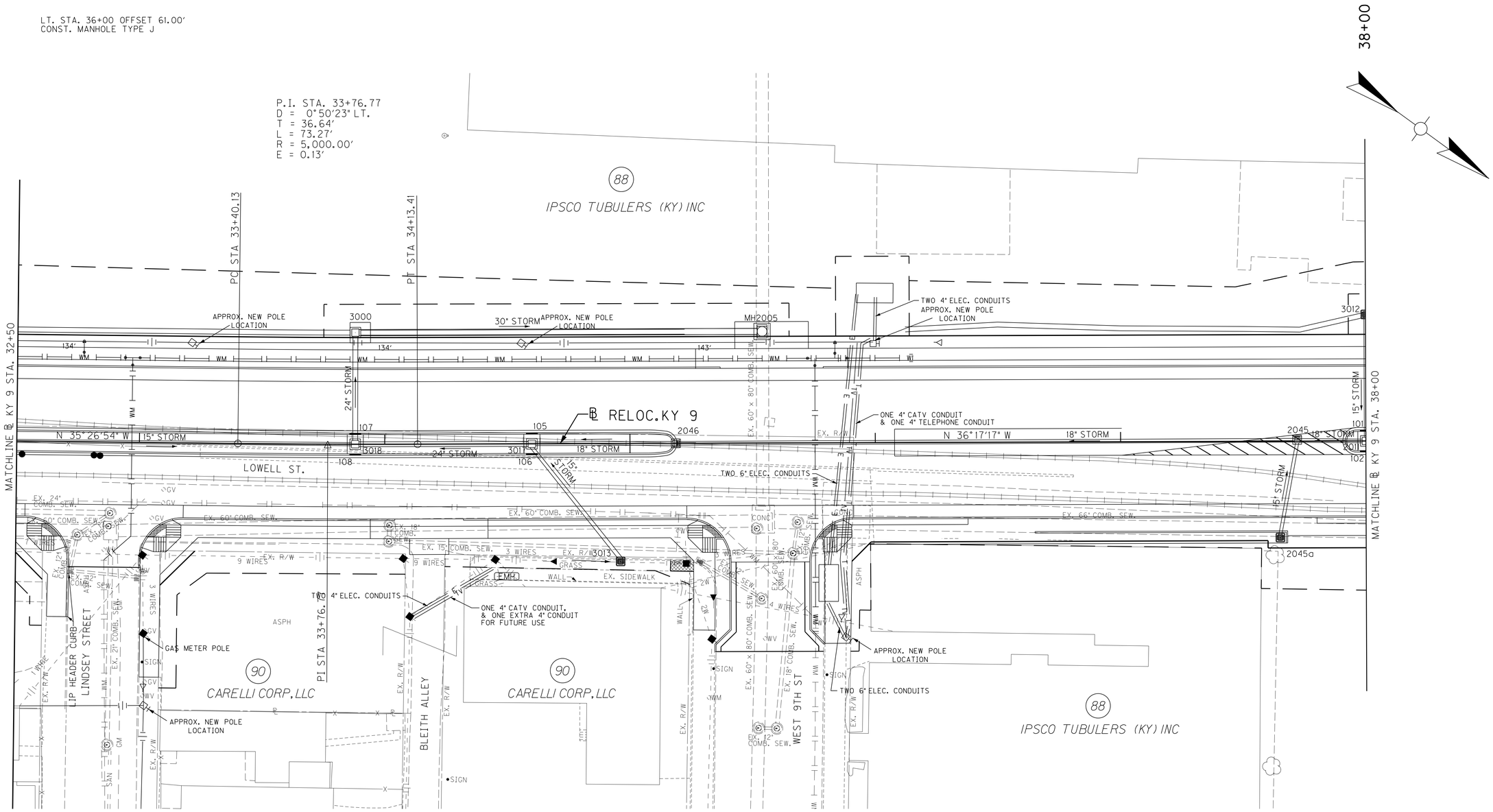
USER: holtonr
DATE PLOTTED: July 8, 2014
E-SHEET NAME: U00500PF
MicroStation v8.11.7.443

COUNTY OF	ITEM NO.	SHEET NO.
CAMPBELL	6-8101.10	U6

LT. STA. 36+00 OFFSET 61.00'
CONST. MANHOLE TYPE J

P.I. STA. 33+76.77
D = 0°50'23" LT.
T = 36.64'
L = 73.27'
R = 5,000.00'
E = 0.13'



RT. STA. 34+50 OFFSET 53.92'
CONST. ELECTRICAL PULL BOX

RT.STA. 35+81 OFFSET 57.17'
CONST. MANHOLE TYPE J

ELECTRICAL CONDUITS

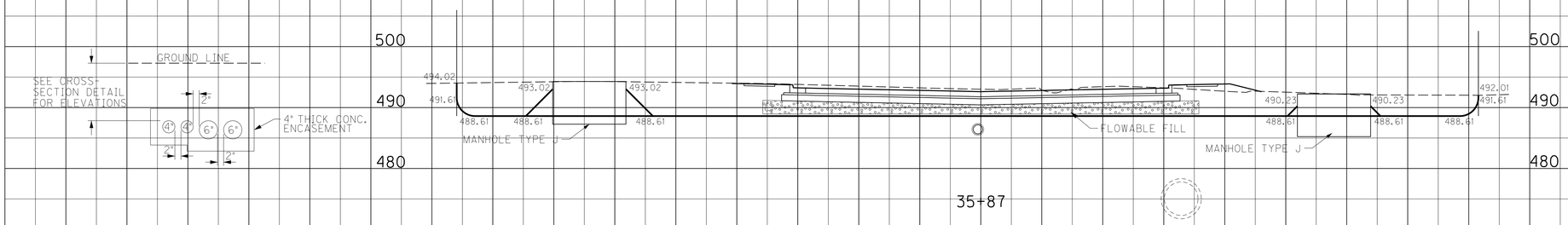
CROSSING STATION	PVC CONDUIT- 4 IN-SCHEDULE 40	PVC CONDUIT- 6 IN-SCHEDULE 40	BEND- 45 DEG.-4 IN	BEND- 45 DEG.-6 IN	4 IN BEND- 36" RADIUS/90 DEG	6 IN BEND- 36" RADIUS/90 DEG	FLOWABLE FILL	CONCRETE- CLASS A
STA. 35+87	375'	452'	6	8	4	4	15.9	23.0
BLEITH ALLEY CROSSING	187'	0'	0	0	8	0	8.8	3.8

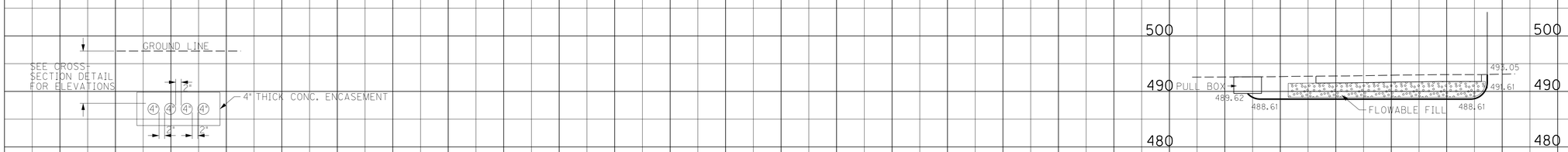
SCALE: 1"=20'
0' 20' 40' 80'

PLAN SHEET
KY 9 UNDERGROUND ELECTRIC
STA. 32+50 TO STA. 38+00

FILE NAME: P:\225210\T\SHEETS\SOUTH SECTION\6-8101.10\CONTRACT PLANS AND PROPOSAL\CONTRACT PLAN SET\UTILITIES\UNDERGROUND ELECTRIC RELOCATI
USER: holtonr
DATE PLOTTED: July 8, 2014
E-SHEET NAME: U0060OPL
MicroStation v8.11.7.443

COUNTY OF	ITEM NO.	SHEET NO.
CAMPBELL	6-8101.10	U7





BLEITH ALLEY CROSSING

SCALE: 1" = 10' HORIZONTAL
1" = 10' VERTICAL

PROFILE SHEET
KY 9 UNDERGROUND ELECTRIC
STA. 35+87 AND BLEITH ALLEY CROSSING

FILE NAME: P:\225210\T\SHEETS\SOUTH SECTION\6-8101.10\CONTRACT PLANS AND PROPOSAL\CONTRACT PLAN SET\UTILITIES\UNDERGROUND ELECTRIC RELOCATI

USER: holtonr
DATE PLOTTED: July 8, 2014

E-SHEET NAME: U00700PF

MicroStation v8.11.7.443

UTILITY SERVICE CONNECTIONS TO
PRIVATE PROPERTIES ALONG STATE ROUTE 9

PROJECT MANUAL

ADDENDUM #1

Issued: October 31, 2014

Section I, Part 2, Request for Proposals,
Scope of Services, Item 7 (found on page 5)

The language is hereby amended to reflect the current edition of the National Electric Code, NEC 2014.

7. Provide all additional grounding and bonding needed to comply with NEC ~~2008~~2014.