

SPECIFICATIONS AND CONTRACT DOCUMENTS

For:

LOUISVILLE & JEFFERSON CO. RIVERPORT

RAILROAD TIE REPLACEMENT:

Prepared for:

Louisville & Jefferson County Riverport Authority
Louisville, Kentucky

May 2021

Prepared by:

QK4, INC.

ENGINEERING • PLANNING

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ADVERTISEMENT FOR BIDS
LOUISVILLE & JEFFERSON CO. RIVERPORT

RAILROAD TIE REPLACEMENT

Notice is hereby given that the Louisville and Jefferson County Riverport Authority will receive bids up to 2:00 p.m., local prevailing time, May 27, 2021, at the offices of the Louisville and Jefferson County Riverport Authority, 6900 Riverport Drive, Louisville, Kentucky, 40258, for tie replacement project to serve the Riverport Industrial Complex. All ties and railroad components shall meet AREMA standards. Bidders that are Pre-Qualified Contractors with Commonwealth of Kentucky Transportation Cabinet (KYTC) in railroad construction and repair are invited to submit a sealed bid for the project along with a bid bond or certified check equal to 5% of the bid. To obtain Pre-Qualification status, bidder may contact KYTC-Construction Procurement at (502) 564-3500.

Bid documents may be obtained from Ashley Bartley, Qk4, Inc., (502) 719-7926 or abartley@qk4.com. Bid documents are available online:

<http://transportation.ky.gov/construction-procurement/Pages/default.aspx>

<http://www.jeffersonriverport.com/news-and-notice.html>

It is the intention of the Owner to award on the basis of the lowest responsive and responsible evaluated bid. The Authority reserves the right to reject any and all bids. Statements of qualifications and proof of current KYTC Pre-Qualification for prime and all subcontractors and a list of previous work experience is required with sealed bids. Inquiries: Ashley Bartley, Qk4, Inc., (502) 719-7926 or abartley@qk4.com.

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SECTION 1.00 INFORMATION FOR BIDDERS

1.01 SUBMISSION OF PROPOSALS

Proposals shall be submitted in a sealed envelope marked "Proposal for: Railroad Crossings Repairs" and received no later than:

Time: 2:00 P.M. Local Prevailing Time

Date: May 27, 2021

To the Office of: Louisville and Jefferson County Riverport Authority
 6900 Riverport Drive
 Louisville, Kentucky 40258

*Note: Offices of Riverport do not open until 9:00 am for purposes of deliveries.

Attention: Ms. Maria Bouvette, Executive Director/President

When opened, the Proposals will be publicly read. Proposals may not be withdrawn for a period of sixty (60) days after the time of opening.

1.02 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

Bidder is required to carefully examine the work site, the Proposal, Plans, Specifications, General Conditions, Agreement, Bonds, these instructions and any other Contract Documents for the work contemplated. Submission of a Proposal shall be considered conclusive evidence that the bidder has made such an examination and is satisfied with and ready, willing and able to perform all the conditions, contingencies, provisions, and requirements of the Contract Documents. Bid documents are available online:

<http://transportation.ky.gov/construction-procurement/Pages/default.aspx>

<http://www.jeffersonriverport.com/news-and-notice.html>

1.03 AVAILABILITY OF CONTRACT DOCUMENTS AND SCHEDULE

Bid documents are available for inspection at the above websites. Bid documents may be emailed by contacting Ashley Bartley at abartley@qk4.com.

Bid Schedule:

Advertisement	May 7, 2021
Final Questions by Bidders	May 20, 2021
Final Addendum	May 21, 2021 COB
Bids Due	May 27, 2021
Project Completion	July 31, 2021

1.04 PROPOSALS

Bidder must submit their Proposal on the Proposal forms attached hereto. Bidder shall specify a unit price for each of the separate items called for in the Proposal form and the total lump sum by crossing and total project costs for which they will perform all work specified in the Contract and Contract Documents.

It is the intention of the Owner to award this contract to the lowest responsive and responsible bidder based on the total lump sum bid quoted in the Proposal. The final authority as to who is the lowest responsive and responsible bidder shall be the Owner.

All writing shall be in ink and the total lump sum bid for the various contract items shall be written and in figures. Bidder shall not and Owner will not entertain any Proposal that will affect the scope of work, liquidated damages, bonding, completion date and/or insurance.

Bidder shall comply with all KYTC requirements. See KRI Guidance Document at the following link:

<https://transportation.ky.gov/MultimodalFreight/Pages/Ky-Riverport-Grant-Program.aspx>

Prevailing wage is not required for this project.

1.05 BID BOND

Each Proposal must be accompanied with a bid bond or a certified check drawn on a federally insured bank and made payable to the Owner, for an amount not less than five percent (5%) of the lump sum bid amount.

Attorneys-in-Fact who sign bid bonds must file with each bond a certified and effective dated copy of their power of attorney. When bids have been compared and the three (3) low bidders have been determined, all bid bonds or certified checks except those of the three (3) low bidders will be returned to the bidders within three (3) days after the decision date.

The sum represented by said bid bond or certified check will be retained by the Owner if the bidder to whom the Contract is awarded fails, neglects or refuses to execute the Contract for said work with the required performance and payment bonds within ten (10) days of notice of award (not including Sundays and legal holidays).

After execution of the Contract and the acceptance of the performance and payment bonds by the Owner, such bid bonds or certified checks accompanying the Proposal of the three low bidders shall be returned.

1.06 PERFORMANCE AND PAYMENT BOND

At the time of executing the Agreement, the successful bidder shall post an acceptable performance bond and a labor and materials payment bond made out to

Louisville and Jefferson County Riverport Authority. The bonds will be in the amount of one hundred percent (100%) of the Contract price and shall be issued by a Surety licensed to do business in the Commonwealth of Kentucky. Said bonds are to be kept in full force through the guarantee period specified in Section 3.6. These bonds are to be paid for by the Contractor and evidence of payment will be required upon award of the Contract. Attorneys-in-Fact who sign performance bonds and payment bonds must file with each bond a certified and effective dated copy of their power of attorney.

1.07 BIDDER'S QUALIFICATIONS AND ABILITY TO PERFORM

Bidder shall submit with the Proposal the sworn "Statement of Bidder's Qualifications" found in the Proposal section of these Contract Documents to aid the Owner in judging the reliability, competence, general responsibility and ability to perform of the bidder. The Owner may make additional investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all additional information and data for this purpose as the Owner may request. The Owner in its sole discretion reserves the right to adjudge any of the prospective bidders as unqualified or unable to perform as required in the Contract Documents.

1.08 WITHDRAWAL OF BIDS

Bidder may withdraw his bid at any time prior to the opening time by providing a written notice of withdrawal to the Louisville and Jefferson County Riverport Authority, Attention: Maria Bouvette, Executive Director/President.

1.09 LAWS

Bidder must familiarize himself with all laws, ordinances and regulations, whether federal, state, city or other governmental agency, which by reason of being neglected or violated may affect the work contemplated and must secure and pay fees required for any necessary permits.

In employment of labor and purchase of materials, labor and materials produced locally shall be given priority.

1.10 AWARD OF CONTRACT AND NOTICE TO PROCEED

The Contract shall be deemed awarded when a written notice of award is delivered to the address of the bidder given in the Proposal affidavit.

1.11 REJECTION OF BIDS

The Owner reserves the right to reject any and all Proposals.

1.12 UNEMPLOYMENT COMPENSATION PAYMENT BOND

In addition to the performance bond required as set out in Section 1.06 above, the Contractor shall furnish the Louisville and Jefferson County Riverport Authority with an unemployment compensation payment bond that will guarantee payment of all unemployment contribution payments due from the Principal incident to the performance of this contract in accordance with the provisions as set out in the Kentucky Revised Statutes 341.317.

1.13 INTERPRETATION OF CONTRACT DOCUMENTS

Should any question arise concerning the interpretation of any part of the Contract or Contract Documents, prior to submission of a bid by a bidder, such bidder may submit to the Engineer a written request for an interpretation thereof. An interpretation so requested will be made in the form of an addendum, and emailed to all bidders who have received or who may later receive Contract Documents. Neither the Owner nor the Engineer shall be bound by any oral interpretation of the Contract or Contract Documents.

1.14 ADDENDA

Proposals shall conform with all addenda issued during the bidding period and the content of all addenda shall become part of the Contract Documents. The bidder shall acknowledge the receipt of each addendum in the appropriate location on the Bid Proposal.

1.15 INTERPRETATION OF ESTIMATES

It shall be understood and agreed that the quantities appearing in the Bid Proposal are only estimates and are prepared for the purpose of comparing bids. Bidder must determine for himself the scope of work that will be required, by such means as he may prefer, and shall assume all risks as to variations in the quantities of the different items of work actually performed under the Contract.

Bidder may not at any time after submission of a Proposal, assert that there was any misunderstanding in regard to the amount or character of work to be done, and shall not make any claim for damages or loss of profit because of a difference between the quantities of work assumed for an evaluation of the bid and quantities of work actually performed.

1.16 ORDER OF COMPLETION

Bidder shall submit with the Proposal, schedules which shall show the order in which bidder proposes to carry out the work, including the dates on which bidder will start work and dates of completion of each part of the work. These schedules

must meet with the Owner's and Engineer's approval.

1.17 ALTERATION OF PLANS OR DETAILS OF CONSTRUCTION

The Owner reserves the right at any time during the progress of work, to make such alterations in the plans or in the details of the project as may be found necessary, except that under no circumstances shall alterations involve work to be done beyond the termini of the proposed construction other than as necessary to satisfactorily complete the work. No alterations by the Owner shall invalidate the Contract or release the Surety, and the Contractor agrees to perform the work as altered at his Contract prices the same as if it had been a part of the original Contract, except as otherwise herein provided.

Should the Contractor and Owner agree that such an alteration has materially increased or decreased the cost of performing the work and that there should be an adjustment in the Contract price due to such alteration, the Owner may make such adjustment in the Contract price as may have been agreed upon. This agreement and adjustment will be documented by supplemental agreement prior to performance of the work. Any agreement in the Contract price adjustment, as described above will be as discussed in Section 2.30 of the General Conditions.

1.18 SUBCONTRACTORS

Bidder shall, as part of the Proposal, submit a list of all subcontractors and whom he proposes to contract, and the class of work or equipment to be performed or furnished by each. Such list may not be added to, or altered without prior written consent of the Owner. The Owner reserves the right to approve or disapprove any and all subcontractors and equipment suppliers and no subcontractor or equipment supplier shall be permitted to participate in any way in the project unless he is listed in bidder's Proposal or in a subsequent written statement approved by the Owner.

Bidder shall not under any circumstances be relieved of his liabilities and obligations. All transactions of the Owner shall be with bidder. Subcontractors shall be recognized only in such capacity.

All project work categories identified on the KYTC Work Items list must be done by firms listed on the KYTC Prequalified Contractors List. The Prequalified requirement applies to the Bidder as well as any and all subcontractors.

State approved contractors/subcontractors may be found at:

<https://transportation.ky.gov/Construction-Procurement/Documents/Prequalified%20Contractors%20List.pdf>

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SECTION 2.00 GENERAL CONDITIONS

2.01 DEFINITION OF TERMS

The following terms shall have the meaning hereinafter ascribed wherever used in the Contract Documents:

- A. Bid - The offer of a bidder on the Proposal form furnished by the Engineer to perform the work and to furnish the labor and materials at the prices quoted.
- B. Bidder - An individual, partnership, firm or corporation, formally submitting a bid for the work contemplated.
- C. Change Order - A written order to the Contractor signed by the Owner and Engineer, issued after execution of the Contract, authorizing a change in the work or an adjustment in the contract sum or contract time. The contract sum and contract time may be changed only by change order. A change order signed by the Contractor indicates his agreement therewith, including the adjustment in the contract sum or contract time.
- D. Contract - The written agreement covering the performance of the work and furnishing of materials for the construction of the project, including all the sections of the Contract Documents.
- E. Contract Documents - Proposal, Information to Bidders, Insurance Certificate, General Conditions, Special Conditions, Agreement, Performance Bond, Payment Bond, Specifications, Plans and all documents listed in the Agreement executed by the Owner and the Contractor and identified in this Contract.
- F. Contractor - The individual, partnership or corporation undertaking the execution of the work under the terms of the Contract and acting directly or through a duly authorized representative.
- G. Decision Date - The date on which the decision to award the Contract is made.
- H. Engineer - The term Engineer shall refer to Qk4, Inc., or their duly authorized representatives.
- I. Extra Work - Additional work and materials ordered in writing by the Owner to be performed by the Contractor in connection with the project, excluding any items of work or materials appearing on the Proposal or Agreement Form and excluding any items of work or material included under the prices bid for other items in the Contract.
- J. General Conditions - The body of directions, provisions and requirements prepared to cover contracts in a general way.
- K. Owner - The awarding authority for the performance of this work.
- L. Performance and Payment Bond - The form of security specified in Section 2.03 hereof, required to be furnished by the Contractor and his Surety as guarantee of good faith and ability on the part of the Contractor to execute

the work in accordance with the terms of the Contract and pay claims thereunder.

- M. Plans - All official drawings or reproductions of drawings pertaining to the work provided for the Contract.
- N. Project - The improvement proposed by the Owner to be constructed in part or in whole pursuant to the Contract.
- O. Proposal - Used interchangeably with "bid" or "bid proposal"; the written offer of a bidder to perform the work and to furnish the labor and materials at the prices quoted.
- P. Proposal Time - The time and date referred to in Section 1.01.
- Q. Special Conditions - The body of directions, provisions and requirements contained herein together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing the work, or the quality of materials to be furnished under this Contract.
- R. Specifications - The general term comprising all of the directions, provisions, and requirements contained or referred to in the technical specifications, including the special conditions, together with such additional directions, provisions, and requirements contained or referred to in the technical specifications, which may be added or adopted.
- S. Subcontractor - An individual, partnership, or corporation, other than the Contractor, supplying labor or materials at the site of the project pursuant to a direct contract with the Contractor.
- T. Work - the contemplated improvement, or part thereof covered by the Contract and described in the Contract Documents, and the construction, installation, supplying and furnishing of the same as the context may indicate.

2.02 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

The Contract Documents are complementary and what is called for in one shall be binding as if called for in all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

The intent of the plans and specifications is to prescribe a complete outline of work which the Contractor undertakes to do in full compliance with the Contract. The Contractor shall perform all construction as may be necessary to complete the work and finish lines, grades and sections in an acceptable manner. He shall furnish all required materials, equipment, tools, labor and incidentals unless

otherwise provided in the Contract and shall include the cost of these items in the Contract price for the work.

2.03 BONDS

The Contractor shall, at the time of execution and delivery of the Contract and before the taking effect of same in other respects, furnish and deliver to the Owner a written bond and evidence of payment therefore, issued by a Surety licensed to issue such bonds in the Commonwealth of Kentucky, or indemnity to the amount of one hundred percent (100%) of the total price of this Contract which is herein stated, in form and substance and with surety thereon satisfactory and acceptable to the Owner, to insure the faithful performance of the Contract and all the covenants and agreements on the part of the Contractor contained in this Contract, or any part thereof, and for the period of extension that may be granted on the part of the Owner as well as for all changes and modifications of the Contract as herein provided, for the prompt payment of all laborers, tradesmen, mechanics, subcontractors for materials, supplies or provisions for carrying on such work, and all just dues and demands incurred in the performance of the work, and to indemnify and save harmless the Owner against any direct or indirect damages that may be suffered or claimed or from injuries to persons or property during the construction of said work until it is accepted, and against claims or royalties or patents and to indemnify and save the Owner harmless from all losses, costs and expenses which it may sustain by reason of any negligence of the Contractor.

2.04 CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the quantities of work required, the conformation of the ground, the character of equipment and of the materials to be encountered, and facilities needed preliminary to and during the prosecution of the work, the general and special conditions, and all other matters which can in any way affect the work under the Contract. The Contractor's lump sum bid includes all materials, labor, equipment and work necessary to complete the job as described by the plans and specifications. No verbal agreement or conversation with any officer, agent or employee of the Owner, or conversation with any officer, agent or employee of the Engineer either before or after the execution of this Contract shall affect or modify any of the terms or obligations herein contained.

2.05 PERMITS

Permits required for the performance of the work shall be secured by the Contractor.

2.06 PROTECTION

Whenever the local conditions, laws or ordinances require, the Contractor shall furnish and maintain, at his own expense and cost, passageways, guard fences and lights and such facilities and means of protection as may be necessary, to provide safe conditions at all times.

2.07 COORDINATION

Wherever work being done by the Owner's forces or by other contractors is contiguous to work covered by this Contract, work shall be coordinated to secure a completion of the various portions of the work in general harmony.

2.08 CONSENT TO TRANSFER

The Contractor shall not let or transfer this Contract or any part thereof (except for the delivery of material) without written consent of the Owner. Such consent does not release or relieve the Contractor from any of his obligations and liabilities under this Contract.

2.09 SUPERINTENDENCE

The Contractor shall constantly superintend all work embraced in this Contract in person or by a duly authorized manager acceptable to the Owner.

2.10 LAYOUT OF WORK

The Contractor shall be responsible for setting horizontal and vertical alignment as shown on the plans.

2.11 REPORT ERRORS AND DISCREPANCIES

If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical conditions of the locality or any errors or omissions in the plans or in the layout as given by said points, it shall be his duty to immediately inform the Engineer, in writing, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

2.12 PLANS AND DETAILS

The Contractor shall check the drawings of the Engineer and in the event that errors are detected therein, shall immediately advise the Engineer of such errors. The Contractor shall furnish five (5) copies of all shop drawings for review by the Engineer before any material can be ordered or placed.

2.13 CONSTRUCTION REVIEW

All work and material shall be at all times open to the review of the Engineer and subject to the acceptance or rejection by the Owner or his duly authorized representative. The Contractor shall give the Engineer reasonable notice before starting any new work, and shall provide reasonable and necessary facilities for construction review even to the extent of taking out portions of finished work; in case the work is found satisfactory, the cost of taking out the replacement will be paid for by the Owner.

2.14 DEFECTIVE WORK OR MATERIALS

Construction review shall not relieve the Contractor of any of his obligations to fulfill the Contract as prescribed herein, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Owner or the Engineer and accepted or estimated for payment. If the work or any part thereof shall be found defective before the final acceptance of the work, the Contractor shall forthwith make good such defect without compensation in a manner satisfactory to the Owner, and if any materials brought upon the ground for use in the work or selected for same shall be condemned by the Owner as unsuitable or not conforming with the specifications, the Contractor shall forthwith remove such materials from the site at the Contractor's expense. If the Contractor shall fail to replace any defective work or materials after reasonable notice, the Owner may cause such defective work or materials to be replaced and the expense thereof shall be deducted from the amount due the Contractor. It is further expressly agreed that the granting of any progress certificate, the signing of any periodic estimate, or payment of any money hereunder shall not be considered an acceptance of all or part of the work and shall in no way lessen the liability of the Contractor to replace defective work, though the same may not have been detected prior to the time that such money was paid. All periodic estimates are to be made merely on approximate quantities and shall be subject to correction at the time or before final estimate or final payment is made. All materials are to be new, unless by special permission of the Owner used materials are allowed. However, nothing in this Contract shall be construed to mean that the Owner or Engineer waives or forfeits any right it or he has or had to later recover damages or enforce remedies against the Contractor for defective materials or workmanship.

2.15 SAMPLE TESTING: CITED SPECIFICATIONS

When requested by the Owner, the Contractor shall furnish a complete written statement of the origin, composition and manufacture of any raw materials or finished goods that are to be used in the work. Unless otherwise provided, all materials will be sampled and tested in accordance with the latest published standard methods of the American Society for Testing Materials, and revisions thereof, in effect on the date of the Proposal, where such standard methods exist. In case there are no American Society for Testing Materials standards which apply, applicable standard methods of the Federal Government or other recognized standardizing

agencies will be used.

2.16 INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense: (1) is attributable to bodily harm, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a part indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section 2.16.

In any and all claims against the Owner or Engineer or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 2.16 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

2.17 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall use every precaution to prevent damage or destruction of property. The Contractor shall notify, in writing, the owners of all private property which interferes with the work and shall arrange with them for the disposition of such property. The Contractor shall protect and carefully preserve all property marks until the Engineer has witnessed or otherwise referenced the location or relocation.

The Contractor shall be responsible for damage or destruction of any character resulting from neglect, misconduct or omission in his manner or method of execution or non-execution of the work or caused by defective work or the use of unsatisfactory materials.

Wherever public or private property is damaged or destroyed, the Contractor shall, at his own expense, restore such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If Contractor fails to do so, the Owner may, after expiration of a period of forty-eight (48) hours, after giving notice, restore such property as may be deemed necessary and may deduct the expense thereof from the compensation due or which may become due the Contractor under this Contract.

2.18 OTHER CONTRACTS

The Owner may award other contracts for additional work and the Contractor shall fully cooperate with such contractors and carefully fit his own work to that provided under other contracts as may be directed by the Owner.

2.19 CUTTING, PATCHING

The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon, or reasonably implied by, the drawings and specifications for the completed structure, and he shall make good after them as the Owner may direct. Any cost caused by defective or ill-timed work shall be borne by the party responsible therefor.

The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work and shall not cut or alter the work of any other contractor save the consent of the Owner.

2.20 COOPERATION BY CONTRACTOR

The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractors, subcontractors or the public on or near the work.

The Contractor shall arrange and conduct his work so as not to interfere with the operations of other contractors engaged on adjacent work and to join his work in a proper manner and perform his work in the proper sequence to that of others.

The Contractor shall be held responsible for any damage done by him or his agents to the work performed by another contractor.

In case of a dispute arising between the Contractor and other contractors or subcontractors engaged on the same work, as to the respective rights of each under the Contract Documents, the Owner shall determine the matters at issue and shall define the respective rights of the various interests involved, in order to secure the completion of all parts of the work in general harmony and with satisfactory results, and the Owner's decision shall be final and binding on all parties concerned and shall not in any way be a cause for claims for extra compensation by any of the parties.

The Contractor will be supplied with necessary copies of the Contract Documents. The Contractor shall at all times have available on the work, one copy of said Contract Documents. He shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with other contractors in every way possible.

2.21 DEFINITION OF NOTICE

Where in any of the Contract Documents there is a provision with respect to giving of any notice, such notice, shall be considered given, unless otherwise specified, as follows: (1) as to the Owner; when written notice shall be delivered to the Owner by registered or certified mail to the address specified in Section 1.01 (return receipt requested); (2) as to the Contractor, when written notice shall be delivered to the chief representative of the Contractor at the place stated in the papers, prepared by him to accompany his Proposal as to the address of his place of business, or sent to the same address by registered or certified mail (return receipt requested); and (3) as to the Surety on the Performance Bond, when a written notice to the Surety, or its agents who executed such Performance Bond on behalf of such Surety, is sent by registered or certified mail (return receipt requested) to the address of the home office of such Surety or of his agent.

2.22 SETTLEMENT FOR WAGES AND MATERIALS

If at any time during the progress of the work, the Contractor shall fail or neglect to pay for any labor performed, transportation charges, materials furnished, or tools, machinery, appliances, fuel, provisions or supplies of any sort or kind used or consumed in, upon, or on account of said work for ten (10) days after payment for same shall become due, then the Owner shall have the power to pay for such labor or for such transportation charges, materials, tools, machinery, appliances, fuel, provisions or supplies, and the amount so paid shall be retained out of the money due or to become due to Contractor and Owner may refuse to make payment to the Contractor to the extent of such indebtedness until satisfactory evidence in writing has been furnished and said indebtedness has been discharged. In any such case, the Owner is hereby authorized and empowered by said Contractor to ascertain the amount due or owing from said Contractor, to any laborer, or laborers, or to any person or persons or corporations for labor, transportation charges, materials, tools, machinery, appliances, fuel, provisions or supplies or any sort or kind used or consumed upon, in or an account of work covered by this Contract.

2.23 RISK

The Contractor shall take all responsibility of the work and bear all losses resulting to him on account of the amount, character or quality of the work or because of the nature of the land in or upon which the work is done differs from what is assumed or what is expected, or on account of the weather, floods, or other causes.

2.24 SAFETY REQUIREMENTS

The Contractor shall be responsible for compliance with all applicable safety rules and regulations issued and promulgated by the Department of Labor or other Federal, State or local agency. Contractor shall indemnify the Engineer and Owner for any and all expense incurred by the Engineer and Owner for fines, penalties and

corrective measures that result from acts of commission or omission by the Contractor, his agents, employees and assigns, in failure to comply with such safety rules and regulations.

2.25 ORDER AND DISCIPLINE

The Contractor shall at all times enforce strict discipline and good order among his employees; and any superintendent, foreman or other employee of the Contractor who shall appear to be incompetent, disorderly, or in any way unqualified or unfaithful to the work entrusted to him, shall be discharged and not again be employed on the work.

2.26 CLEANING UP

The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish, caused by his employees or work. He shall remove all rubbish, his tools, equipment, and surplus materials from and about the site and shall leave his work clean and ready for use. In case of dispute, the Owner may remove any rubbish or surplus materials and charge the cost to the Contractor.

2.27 FINAL CLEANING UP

Within fifteen (15) days after completion of the work, and before acceptance and payment will be made, the Contractor shall clean and remove from the site of the work and adjacent property all surplus and discarded materials, rubbish and temporary structures; restore in an acceptable manner all property, both public and private, which has been damaged in the prosecution of the work; and leave the site of the work in a neat and presentable condition.

2.28 POWER OF ENGINEER

The Engineer shall have the authority to reject or condemn all work or materials which do not conform to this Contract. All questions or controversies which may arise between the Contractor and Owner under or in reference to this Contract shall be subject to the decision of the Engineer, and Engineer's decision shall be final and conclusive upon both parties, except in cases where time and/or financial considerations are involved, which if no agreement between Contractor and Owner in regard thereto is reached, shall be subject to legal proceedings.

2.29 UNCLASSIFIED WORK

In case any work shall be required to be furnished whether specified herein or indicated on the plans or not, or whether or not such work is typical work listed in the proposal which is in the opinion of the Engineer, not susceptible of classification under the Schedule of Unit Prices, the Contractor shall and will if ordered by the Owner do and perform such work and furnish such materials as may be required. If possible, an agreement as to the cost and payment for said additional work will be

reached and agreed upon by the Owner and the Contractor. In the event of failure to reach such satisfactory agreement, the Contractor may be ordered by the Owner to proceed with such work and furnish such materials on a cost plus basis, on which basis the Contractor shall receive the cost of any materials which he may be required to purchase plus ten percent (10%) and the cost of direct labor which he may be required to do plus twenty percent (20%) of such direct labor cost for profit, the use of the plant, tools, superintendence, overhead costs, and all other expenses incidental to the performance of such work and the furnishing of such materials, and the Contractor shall not apply to the performance of any work or the furnishing of any materials which in part or in whole is, in the opinion of the Engineer, susceptible of classification under such schedule which work or material shall be paid for in part or in whole as the case may be, at the unit price given in such schedule, except as herein otherwise expressly provided.

In case any work or material is required to be done or furnished under the provisions of this article for cost of material plus ten percent (10%) and direct labor cost plus twenty percent (20%) as stipulated above, the Contractor shall at the end of each day, during the progress thereof, furnish to the Engineer daily time slips showing the name and/or number of each workman employed thereon, the character of the work his workmen are doing and the wage paid or to be paid to him; and also a daily memorandum of the materials delivered on the work showing the amount paid therefor. If required, the Contractor shall produce any books, vouchers, records of memoranda showing the work and materials actually paid for and actual prices therefor. Such daily time slips and memoranda shall not, however, be binding upon the Owner.

2.30 CHANGES

The Owner shall have the right to increase or diminish the quantities stipulated in any item, eliminate all or any item or items, or add to or decrease Contract quantities and the lump sum amount of the Contract shall be revised by approved change orders signed by the Owner utilizing unit bid prices in the Proposal. Such changes shall not impair the bond in any way or release the sureties thereof, and no payments shall be made for any quantities for items not actually constructed, regardless of quantities shown on the Proposal. Such alterations shall not constitute a claim for damages, or for loss of profits on the work to be dispensed.

2.31 UNAVOIDABLE DELAYS - EXTENSION OF TIME

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or Engineer, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any causes beyond the Contractor's control, then the time of completion specified in the Contract may, upon written consent of the Owner, be extended by change order for such reasonable time as the Engineer may determine.

Any claim for extension of time shall be made in writing to the Owner and Engineer not more than twenty (20) days after the commencement of the delay; otherwise it shall be waived. In the case of continuing delays only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of work.

Contractor shall be barred from the recovery of damages for delay, and Contractor's sole remedy shall be a time extension.

2.32 SUSPENSION OF WORK

The Owner shall reserve the right to suspend operations for any reason that it may deem necessary for a period of no longer than ten (10) days, at any one time in which event the Contractor will be allowed an extension of time equivalent to the time that the work has been suspended. Should such a suspension be deemed necessary by the Owner, the Contractor shall have no claim for damage due to such suspension.

2.33 EXPEDITING WORK

Correcting Imperfections: If the Owner shall at any time be of the opinion that the Contractor is neglecting to remedy any imperfections in the work, or is not progressing with the work as fast as necessary to insure its completion within the time and as required by the Contract, or is otherwise violating any of the provisions of this Contract, said Owner shall have the power to notify the Contractor to remedy such imperfections and/or proceed more rapidly with said work, or otherwise comply with the provisions of this Contract.

Annulment: In such case, the Owner may give the Contractor ten (10) days written notice, and at the end of that time, if the Contractor continues to neglect the work, the Owner may provide labor and materials and deduct the cost from any money due the Contractor under this Contract; and may terminate the employment of the Contractor under this Contract and take possession of the premises and of all materials, tools, and appliances thereon, and employ such forces as may be necessary to finish the work. In such case, the Contractor shall receive no further payment until the work shall be finished, when, if the unpaid balance that would be due under this Contract exceeds the cost to the Owner of finishing the work, such excess shall be paid to the Contractor; but if such cost exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

Owner May Do Part of Work: Upon failure of the Contractor to comply with any notice given in accordance with the provisions hereof, the Owner shall have the alternative right, instead of assuming charge of the entire work to place additional forces, tools, equipment, and materials on parts of the work, for the purpose of carrying on such parts of the work, and such work shall be deemed to be carried on by the Owner on account of the Contractor, and the Contractor shall be allowed therefor the Contract price. The Owner may retain the amount of the cost of such work, with

seven percent (7%) added from any such sums due or to become due the Contractor under this Contract.

2.34 UNION RELATIONS

The Contractor must demonstrate the ability to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work site. The Contractor shall be wholly responsible for any relations with trade unions involved in the performance of his work. In the event that there shall be any work stoppage resulting from a labor dispute or union activity or inactivity, the Contractor shall take whatever action may be necessary, including such action as in within the power and legal rights of the Contractor, to insure recommencement of his work within twenty-four (24) hours after stoppage. The Contractor shall be wholly responsible for any and all delays or claims arising by reason of labor disputes or relations or union activities involving or relating to his work.

2.35 RIGHT TO AUDIT

The Owner shall have the right to audit and have access to any and all of the Contractor's records, invoices, etc. pertaining to the work herein provided to be performed for the Owner.

2.36 RIGHTS ACCUMULATIVE

The rights, privileges and powers of the Owner set forth in the Contract Documents are not alternative or exclusive, but accumulative. Any of the same may be exercised alone or in combination with any other, as the Owner shall determine best, without waiver or prejudice to any other such rights, privileges and powers.

2.37 LIENS

If, at any time, there shall be evidence of existence, whether or not the same has been asserted, any lien or claim arising out of or in connection with the performance or default in performance of the Contractor, and if the Owner or representatives of the Owner, or if any property or fund held by either, might be or become liable for the discharge or satisfaction of such lien or claim, then the Owner shall have the right to retain out of any payment then due or thereafter to become due, in addition to the amounts set forth in the Contract, an amount sufficient to discharge such lien or satisfy such claim and to reimburse the Owner and/or the representatives of the Owner for all costs and expenses in connection therewith, including reasonable attorney fees.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of the Contract or receipts in full in lieu thereof, and an affidavit that, so far as Contractor has knowledge or information, the releases and receipts cover all the labor and materials for which a lien could be filed. The Contractor may, if any

subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify him against any lien.

In any event, the Contractor shall indemnify and hold Owner harmless against any and all mechanics liens arriving after final payment has been made if the liens relate to work covered by the Contract, including costs and expenses in connection therewith and reasonable attorney's fees.

If the amounts retained are insufficient for the aforesaid purposes, or if any such liens or claims remain undischarged or unsatisfied after all payments have been made to the Contractor, then the Contractor shall promptly refund the Owner all monies that may have been paid to discharge such lien or satisfy such claim, including costs and expenses and reasonable attorney fees in connection therewith.

Contractor shall furnish with each request for payment waivers of lien for itself and each of its subcontractors and any other such forms as required by Owner in order to assure an effective waiver of mechanic and materialmen's liens in compliance with Kentucky law.

2.38 SANITARY FACILITIES

The Contractor shall provide and maintain in a neat and sanitary condition such accommodation for his employees as may be necessary to comply with the statutes, requirements and regulations of any state or local authorities, or of other authorities having jurisdiction, and shall commit no public nuisance.

2.39 RIGHT OF OWNER

The Owner shall have the right and power to adjust and determine any question as to proper performance of this Contract and doing of the work by the Contractor, the final decision on which is not to be made by the Engineer, including the right and power to make the final decision in all instances set forth throughout the Contract Documents, and such right and power is hereby reserved by the Owner and every adjustment determined by the Owner shall be final and conclusive between the parties hereto and binding upon them.

2.40 OWNER'S RIGHT TO TERMINATE THE CONTRACT

If the Contractor should be adjudged bankrupt, or make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or disregard statutes, ordinances, regulations, orders, or otherwise fail to perform any provisions of the Contract, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor, and his Surety, ten (10) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, equipment and plant thereof and finish the

work by whatever method the Owner may deem expedient.

Surety shall have the right to complete the Contract, but in the event that performance has not been commenced within ten (10) days from the date of notice of suspension, then the Owner has the right to continue in possession of and utilize for the completion of the Contract, any and all materials, tools, equipment and plant which the Contractor has delivered upon the site of the work and to prosecute the work to completion as the Owner may deem expedient.

In case the Owner completes the work, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price exceeds the expense of finishing the work, including compensation for additional architectural, engineering, managerial and administrative services, such excess shall be paid to the Contractor. If expense of finishing the work exceeds such unpaid balance, the Contractor shall pay the difference to the Owner. The Owner shall have further right at any time to terminate the work for any other reason, not resulting from the fault of the Contractor, upon ten (10) days written notice to Contractor, in which event Owner shall pay Contractor for all acceptable work executed prior to the date of termination.

2.41 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

If work should be stopped under any order of any court, or any other public authority, for a period of ninety (90) days through no act or fault of the Contractor or of anyone employed by him, or if the Owner should fail without cause for seventy (70) days after the date of Contractor's request for payment, to make any progress payment, then the Contractor may, upon providing seven (7) days written notice to the Owner, terminate this Contract and recover from the Owner payment for all work executed.

2.42 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all work and materials condemned by the Engineer as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner, and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such condemned work and material within a reasonable time, fixed by written notice, the Owner may have the same removed and replaced and may deduct the cost of removal and replacement from any money due or to become due the Contractor.

If the Owner does not remove or replace such condemned work or materials, the Contractor shall not be relieved of correcting said work or materials and the right of final acceptance and condemnation of work shall not be waived by reason of the Owner's failure to remove or replace.

2.43 CORRECTION OF WORK AFTER FINAL PAYMENT

The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage resulting therefrom, which shall appear within a period of one (1) year from the date of final payment, and in accordance with the terms of any special guarantees provided in the Contract. Neither the foregoing nor any provision in the Contract Documents, nor any special guarantee time, shall be held to limit the Contractor's liability for defects, to less than the legal limit of liability in accordance with the law of the Commonwealth of Kentucky. The Owner shall give notice of observed defects with reasonable promptness.

The Contractor shall make such repairs to the entire satisfaction of the Owner. The Performance Bond and the Labor and Materials Payment Bond furnished with this Contract shall remain in full force and effect until the expiration of the guarantee period and until any necessary repairs have been made to the entire satisfaction of the Engineer and Owner.

2.44 USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work notwithstanding the fact that the time for completing the entire work or such partially completed portions of the work may not have expired, but such taking of possession and use shall not be deemed an acceptance of the work.

If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation or extension of time or both as the Engineer may determine, provided such determination is approved in writing by the Owner.

2.45 SCOPE OF PAYMENT

The Contractor shall receive and accept the compensation as herein provided, in full payment for:

1. Furnishing all materials, labor, tools, transportation and equipment necessary to the completed work.
2. Performing all work contemplated and embraced under the Contract.
3. Losses or damages arising from the nature of the work or from action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work until its final acceptance by the Owner.
4. All risks of every description connected with the prosecution of the work.
5. All expenses incurred in consequence of the suspension or discontinuance of

the work as herein specified.

6. Any infringement of patents, trademarks or copyright.
7. Completing the work according to the plans and specifications.

The payment of any estimate or partial progress payment, prior to final acceptance of the work by the Owner shall in no way constitute an acknowledgement of the acceptance of the work, nor in any way prejudice or affect the obligation of the Contractor, at his expense, to repair, correct, renew or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the work and its appurtenances, nor any damage due or attributable to such defects, imperfections or damage.

2.46 PAYMENT WITHHELD

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the Owner from loss on account of the following:

1. Defective work not remedied.
2. Failure of Contractor to make payments properly to subcontractors or for material or labor.
3. A reasonable doubt that the Contract can be completed for the balance then unpaid.
4. Damage to another contractor.

When the above grounds are removed, payment shall be made for the amount withheld because of them and not used to remedy the same.

2.47 NO WAIVER OR RIGHTS

Owner shall not be precluded or stopped by any measurements, estimates, or certificate made either before or after completion and acceptance of work and payment therefor, from showing the true amount, character and quality of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or incorrectly made, and that the work or materials do not conform in fact to the Contract. The Owner shall not be precluded or stopped, notwithstanding any such measurement, estimate or certificate and payment in accordance therewith, from recovering from the Contractor and his Sureties such damage as the Owner may sustain by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the Owner or any representative of the Owner, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the

Owner, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or any rights to damages herein provided.

2.48 PAYMENT TO CONTRACTOR

At the end of each calendar month following a date fourteen (14) days after the starting date of work under this Contract the Contractor shall estimate quantities of work completed, have the quantities verified by the Engineer, and the Owner shall pay to the Contractor in accordance with the Special Conditions of the Contract Documents.

During the guarantee period, payment shall be in accordance with the Special Conditions of the Contract Documents.

When work has been completed and accepted by the Owner, the Owner shall pay to the Contractor the full amount due under the terms of the Special Conditions. All prior estimates upon which partial payments have been made, being merely estimates, shall be subject to correction in the final estimate. Before final payment is made, the Contractor shall show the Owner satisfactory evidence that all just liens, claims and demands of his employees or from parties from whom material used in construction of work may have been purchased or procured are duly satisfied, and that the material furnished and work done are fully released from all such liens, claims and demands.

Neither the final payment or the remaining retained percentage shall become due until Owner delivers a written acceptance of the work to the Contractor and Contractor delivers to Owner: (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of the Surety to final payment, and (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations; such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by Owner. If any subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify Owner against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney fees.

Making of final payment shall not constitute a waiver of claims by the Owner for those arising from: (1) unsettled liens, (2) faulty or defective work appearing after final completion, (3) failure of the work to comply with the requirements of the Contract Documents, or (4) terms of any special warranties required by the Contract Documents.

The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor

as unsettled at the time of final application for payment.

2.49 ACCEPTANCE

Work shall be inspected for acceptance by the Owner promptly upon receipt of written notice that the work is ready for such inspection.

2.50 INSURANCE

The Contractor shall comply with the laws of the Commonwealth of Kentucky regarding employment and payment of employees, and shall maintain insurance provided by an "A" rated insurance company and in good financial standing. Insurance shall also be satisfactory to the Owner to protect both himself and the Owner from claims under workmen's compensation acts and from any other damages for personal injury, including deaths, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

Prior to commencement of work, the Contractor and any subcontractor shall submit evidence to the Engineer that they have obtained for the period of the Contract and guarantee period, comprehensive general liability insurance coverage (including automobile liability and Owners' and Contractors' protective coverage). Such coverage shall provide protection for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of work under the Contract, and having combined single limit per occurrence of not less than \$5,000,000 for all damages arising out of bodily injury, sickness or death of persons, or injury to or destruction of property of others, including explosion, collapse and underground exposures.

Included in such coverage will be contractual coverage sufficiently broad to insure the provision of Section 2.16 "Indemnity". Comprehensive general liability insurance shall include as additional named insured: the Owner; the Engineer; and each of their officers, agents and employees.

Contractor shall be responsible for any loss or damage to the work from any cause whatsoever (including earthquake and flood) until such work is completed and accepted by the Owner. Before commencement of the work, the Contractor shall submit to the Engineer written evidence that he has obtained and has in force for the period of the Contract, insurance covering such risk to the full value of the Contract when complete. Such insurance shall include as additional named insured: the Owner, the Engineer; and each of their officers, agents, employees and any other persons with an insurable interest as may be designated by Owner. Such insurance may have a deductible clause, but not to exceed \$5,000, except that the earthquake deductible may be in accordance with generally accepted insurance practices in the locale where coverage is issued. Having procured the required insurance as outlined, compliance does not relieve the contractor from any additional legal liability that may occur outside the insurance coverage.

Certificates of all insurance coverage required by this Section shall be filed with the Engineer and be subject to his approval for adequacy of protection. Such certificates shall include statements by the carriers that cancellation of coverage cannot occur without thirty (30) days prior written notice to the Owner.

2.51 TIME AND RESPONSIBILITIES

Work under this Contract is subject to review by Qk4, Inc., herein called Engineer, and the Contractor shall be responsible to Owner for the proper performance of the Contract. The Contractor shall commence work within ten (10) days from when Notice to Proceed is signed by the Owner, and shall complete installation according to the Contract plans and specifications in accordance with the Contract Documents, Special Conditions and schedules contained herein.

2.52 FAILURE TO COMPLETE WORK IN TIME SPECIFIED

Should the Contractor fail to complete the work within the time specified herein, the Owner shall withhold the sum of five hundred dollars (\$500.00) per each calendar day that the Contractor is required, above the number of days specified herein, to complete the work. Such monies, withheld, are not a penalty but shall be compensation for liquidated damages, and additional cost suffered by the Owner due to failure of the Contractor to complete work in Section 3.05.

2.53 GUARANTEE

The Contractor shall guarantee all materials, equipment and workmanship against defects as described in the Special Conditions. Any failure of materials and equipment during the described period shall be replaced at no additional cost to the Owner.

OWNER:

Louisville and Jefferson County Riverport Authority

BY: _____

CONTRACTOR:

BY: _____

*****END OF SECTION*****

SPECIAL CONDITIONS

SECTION	ITEM	PAGE
3.1	QUALIFICATIONS.....	SC-2
3.2	REQUESTS FOR PAYMENT	SC-2
3.3	PAYMENTS TO THE CONTRACTOR.....	SC-2
3.4	TIE WORK/TRACK CLOSURE(S)	SC-2
3.5	TIME TO COMPLETE.....	SC-3
3.6	GUARANTEE	SC-3

SECTION 3.00 SPECIAL CONDITIONS

3.1 QUALIFICATIONS

Contractors must be Pre-Qualified Contractors with Commonwealth of Kentucky Transportation Cabinet (KYTC) in railroad construction and repair. To obtain Pre-Qualification status, bidder may contact KYTC-Construction Procurement at (502) 564-3500.

3.2 REQUESTS FOR PAYMENT

The Contractor shall, at least twenty (20) days before each payment falls due, deliver to the Owner and Engineer, a request for payment which includes an itemized estimate of quantities of work completed during the previous month, together with payrolls for all labor and such other data which supports Contractor's right to payment for subcontracts or material as the Owner or the Engineer may require.

In each request for payment, Contractor shall certify that such request for payment represents a just estimate for work completed and shall also certify as follows:

"There are no mechanics or material men liens outstanding at the date of this requisition, that all due and payable bills with respect to the work have been paid to date or are included in the amount requested in the current application, and that, except for such bills not paid but so included, there is no known basis for the filing of any mechanics or material men liens on the work, and that waivers from all subcontractors and material men have been obtained in such form as to constitute an effective waiver of lien under the laws of the Commonwealth of Kentucky."

Contractor shall furnish with each request for payment waivers of lien for itself and each of its subcontractors and any other such forms as required by Owner in order to assure an effective waiver of mechanic and materialmen liens in compliance with laws of the Commonwealth of Kentucky.

3.3 ENTERPRISE ZONE

This project is in the Louisville Enterprise Zone; however, the contractor proposal shall include payment of Kentucky sales taxes on all materials.

3.4 PAYMENTS TO THE CONTRACTOR

If applicable, the Engineer will review the Contractor's requests for payment and will promptly take appropriate action to verify Contractor's estimates. Such amount as the Engineer may recommend for payment shall be payable by the Owner to the Contractor not later than the 25th day of the month, provided; however, in the event that Contractor has not submitted with his request for payment all necessary certificates, waivers and other items called for in Section

3.01 prior to the 5th day of the month, payment will not be due Contractor until twenty (20) days after the date on which all such submittals have been made to Owner by Contractor. With respect to each payment to the Contractor, Owner shall retain an amount equal to ten percent (10%) of the amount recommended by the Engineer for payment.

Thirty (30) days after final completion of the work and acceptance thereof by Owner or as soon thereafter as possible, Contractor shall submit a final request for payment which shall set forth all amounts due and remaining unpaid to the Contractor and upon approval thereof by the Engineer, and provided that the work has been accepted by Owner and the Contract fully performed, Owner shall pay to Contractor the amount due under such final request.

Final payment shall not be made until Contractor delivers to Owner a complete release of all liens arising out of the Contract and an affidavit that so far as Contractor has knowledge or information the release includes and covers all materials and services for which a lien could be filed, but Contractor, if any subcontractor or supplier refuses to furnish a release in full, shall furnish a bond satisfactory to Owner to indemnify Owner against any lien.

3.5 TIE WORK/TRACK CLOSURE(S)

All work must be performed for this project on Friday and Saturday (Sunday Optional) to accommodate the industrial park rail users. Also, see Technical Specifications reference to track closure(s).

3.6 TIME TO COMPLETE

Final completion of the work to be performed under the Contract shall be achieved on or before July 31, 2021.

3.7 GUARANTEE

The Contractor shall guarantee all materials, equipment and workmanship against defects for a period of one (1) year from date of final acceptance. Any failure of materials and equipment during this period shall be replaced at no additional cost to the Owner.

OWNER: _____

LOUISVILLE & JEFFERSON COUNTY RIVERPORT AUTHORITY

By: _____

CONTRACTOR: _____

*****END OF SECTION*****

SECTION 4.00 TECHNICAL SPECIFICATIONS

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4.2	STANDARD DRAWINGS AND SPECIFICATIONS	TS-2
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4.6	SURFACING	TS-2
4.7	CLEAN-UP	TS-2
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4.11	SCOPE	TS-4
4.12	MATERIALS	TS-4
4.13	EXECUTION	TS-4
4.14	FINAL CLEANUP	TS-5
4.15	MEASUREMENT AND PAYMENT	TS-5

SECTION 4.00 TECHNICAL SPECIFICATIONS (GENERAL)

4.1 SCOPE OF WORK

The work included under this Contract consists of furnishing all labor, materials, tools, equipment, and services necessary for the installation of railroad ties and all other work indicated on the Exhibits and in the Contract Documents.

4.2 STANDARD DRAWINGS AND SPECIFICATIONS

The AREMA Manual of Railway Engineering and CSXT Standards for Construction and Safety shall apply to all track work in this project unless otherwise specified in the Contract Documents. All work shall be done in adherence to the current edition of KYTC Standard Specifications for Road and Bridge Construction.

4.3 DISPOSAL OF TIES

The removed cross ties shall be disposed of at a "certified landfill under the Owner's Bill of Manifest".

4.4 TIES TO REPLACE

Tie replacements include: 1,000 new crossties; 70 switch timbers (4,368 board feet) to be replaced; the installation of clean local #4 limestone ballast, and roughly 4 miles of track with 9 turnouts will be tamped and regulated by production surfacing equipment. Ties to be replaced will be noted by a green paint mark on the rail adjacent to it. FOR APPROXIMATE LOCATION OF RAILROAD TIE REPLACEMENT SEE ATTACHED EXHIBIT.

4.5 TIE INSTALLATION

Newly installed ties shall be scarified utilizing a rotary on track scarifier. Newly installed ties to be mechanically tamped, immediately before or after the spiking process.

4.6 SURFACING

Surfacing operations, tamping, aligning, ballast installation and dressing shall immediately follow tie replacement operations. The contractor shall be required to furnish 500 net tons of approved ballast for surfacing and final dress. Complete all surfacing operations no later than ten working days after tie installation. Ballast installation and dressing shall be completed no later than fifteen working days after tie installation.

4.7 CLEAN-UP

Rubbish shall not be allowed to accumulate on the site and the Contractor shall collect and remove, from time to time, such rubbish and debris incident to the

execution of the contract, as in the opinion of the Engineer, may be undesirable or disfiguring to the premises.

Upon completion of work, the Contractor shall remove from the vicinity all used materials, rubbish, and other materials belonging to him or used under his direction during construction. Also, the top of ties shall be clean of rock and debris. In case of his failure to do so, the same may be removed by the Owner at the expense of the Contractor and the Contractor and his surety shall be liable therefor.

4.8 GUARANTEE

The Contractor shall guarantee all workmanship and materials for a period of one year after the work has been finally accepted.

TECHNICAL SPECIFICATIONS (TRACK)

4.9 GENERAL

All track materials and workmanship are subject to review and approval of CSXT, Norfolk Southern and P&L Railroads. Inspection shall include grading, drainage, structure, clearances, trackage, and related appurtenances to assure satisfactory compliance with approved final plan and CSXT Standards for construction and safety.

4.10 COORDINATION

The Contractor will be responsible for coordinating with CSXT, Norfolk Southern, and P&L Railroads for permitted times to work on track.

- Applicable Information: CSX Transportation switching occurs on 1st shift.
N-S Corporation switching occurs on 2nd shift.
P&L Railway switching occurs on 3rd shift.
- Local industries within the Riverport complex require train movements on a daily basis.
- The Contractor is responsible for contacting the appropriate railroad authorities and placing the track out of service previous to the commencement of work daily.
- The track can only be placed out of service for this project on Friday and Saturday (Sunday Optional). Also, see Special Conditions reference to track closure(s).
- Railroad flagman is not required. However, coordination with CSX, Norfolk Southern, Paducah & Louisville and Port of Louisville to obtain work windows and track availability.

4.11 SCOPE

In addition to satisfying CSXT, Norfolk Southern and P&L railroad specifications, work shall also conform to the AREMA Manual of Railway Engineering (MRE), latest edition.

4.12 MATERIALS

4.12-1 Ballast - Material shall be limestone, type AREMA No. 4.

Ballast to be added as needed for the replacement.

4.12-2 Ties

A. Treatment - All crossties will be treated per AWPA Manual C-6 (7 lb./cu.ft. for oak ties and 8 1/2 lb./cu. ft. for mixed hardwoods), and will conform to AREMA MRE, Chapter 3.

B. Size Requirements - Crossties – shall be new AREMA Grade 5, 7" x 9" x 8'-6".

C. Kinds of Wood Accepted

Ash	Gum	Mulberry	Beech
Hackberry	Oak	Birch	Hickory
Sassafras	Cherry	Locust	Walnut
Elm	Maple		

4.12-3 Spikes -New high Carbon track spikes shall be used and conform to AREMA MRE Recommendations. Track spikes shall be 5/8" square, 6" long.

4.12-4 Anchors -Rail anchors shall be re-installed after installation of new ties.

Rail anchors shall be spring type of approved design conforming to AREMA MRE recommendation, Chapter 5, Part 7. New or approved reclaimed rail anchors shall be used. Where used with relay rail the anchors must be sized to fit the rail base.

4.13 EXECUTION

- Ties: New ties shall be installed at right angles to the track centering and spiked matching spike pattern of tie replaced. Rail anchors removed for new tie installation shall be re-installed. Contractor should anticipate installing 10 spikes per tie in curve track. Newly installed switch ties shall be mechanically tamped and the turnouts dressed after tamping.
- Track Surfacing: Track surfacing to include raise (skim lift), line, mechanically tamp and dress standard ballasted track.
- Ballast Installation: Ballast installation to include regulating with on-track machine to provide a uniform ballast section.

4.14 FINAL CLEAN UP

All refuse from construction operations shall be removed and disposed of and the entire roadbed and right-of-way shall be left in a neat and presentable condition.

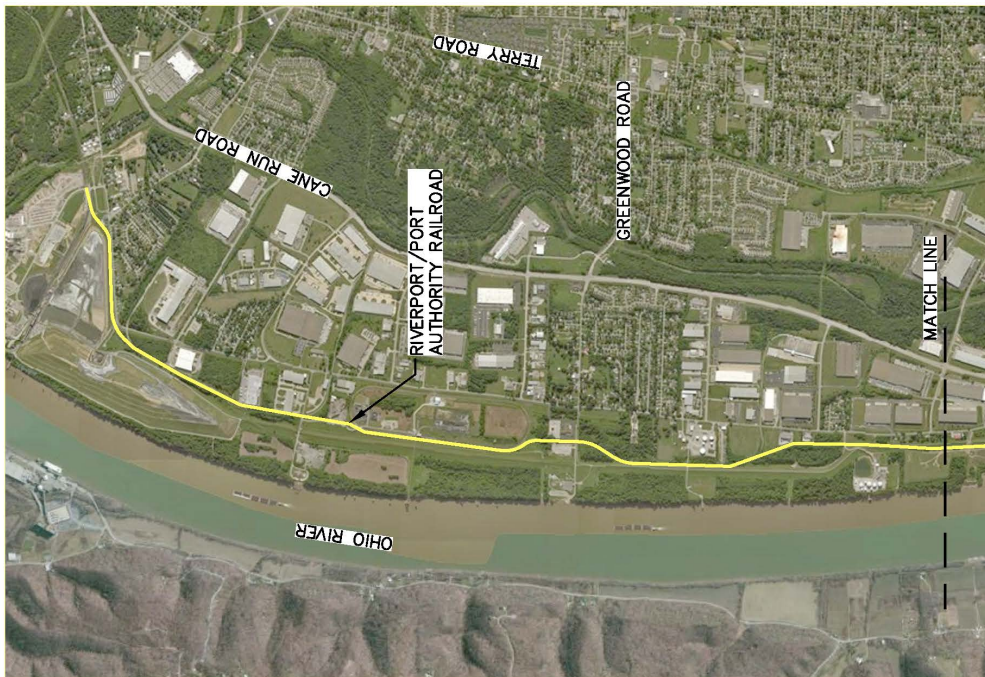
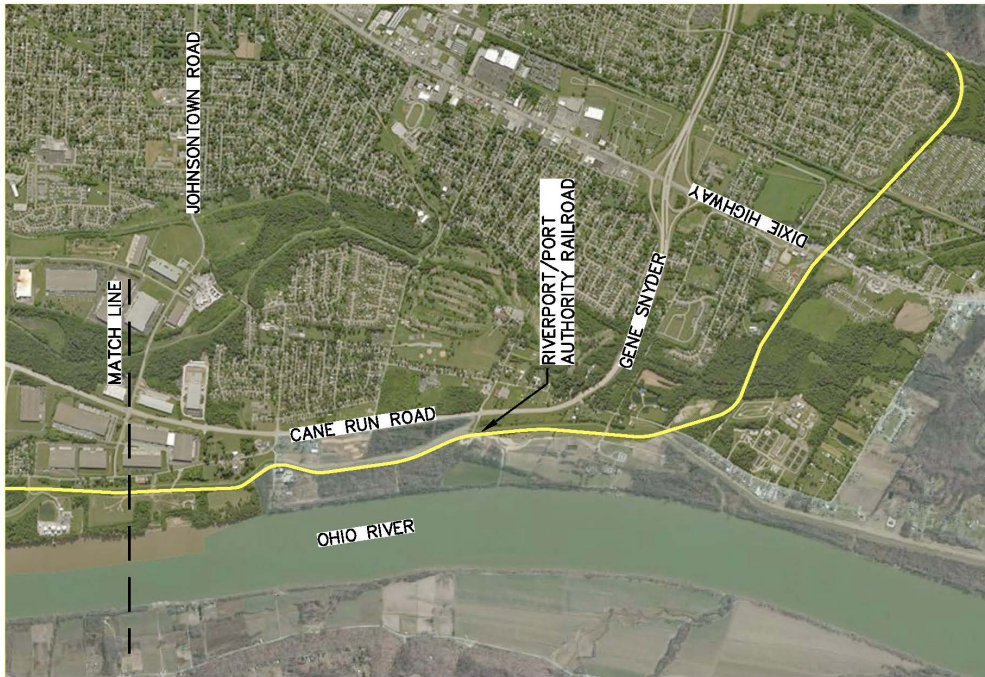
4.15 MEASUREMENT AND PAYMENT

Refer to bid proposal.

*****END OF SECTION*****

4.03 CONSTRUCTION EXHIBIT

Ties to be replaced will be identified along rail lines highlighted on attached exhibit by Riverport Authority and/or its constituents.



Riverport Railroad Tie Replacement Project

BID PROPOSAL

SECTION	ITEM	PAGE
5.00	BID PROPOSAL.....	BP-2
5.01	LUMP SUM BID PRICE.....	BP-2
5.02	QUANTITIES.....	BP-3
5.03	EXTRA WORK.....	BP-3
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5.06	COMPLETION.....	BP-3
5.07	SUBCONTRACTOR LISTING	BP-4
5.08	ADDENDA.....	BP-5
5.09	STATEMENT OF BIDDER'S QUALIFICATIONS TO BE SUBMITTED BY THE BIDDER	BP-5

SECTION 5.00 BID PROPOSAL

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

TO: Louisville & Jefferson County Riverport Authority
6900 Riverport Drive
Louisville, Kentucky 40258

Ladies and Gentlemen:

We have examined the local conditions affecting the proposed work, all the Contract Documents issued by the office of Qk4, Inc., 1046 E. Chestnut St., Louisville, Kentucky, 40204, including the Instruction to Bidders, this Proposal form, the General Conditions, Agreement, Performance Bond and the Specifications, Plans, Drawings and all Addenda and Exhibits for the project, and also the site of the work, and hereby propose and agree:

5.01 LUMP SUM BID PRICE

To furnish all labor, new materials, tools, equipment, utility and transportation services, insurance, bonds and everything necessary to perform and complete, in a workmanlike manner, the replacement of railroad ties per requirements of the Contract Documents, at the Lump Sum Bid Price stated in the following schedule:

TIE REPLACEMENT: WOOD TIES
(1,000 TOTAL TIES)

\$ _____ EACH

5.02 QUANTITIES

Bidder understands that the quantities listed on the Proposal are approximate estimates only, and that actual amounts required may be less or more, and proposes for the lump sum bid price to do the work in accordance with the plans and specifications.

Per 5.01, there will be up to 1,000 crossties to be replaced, 70 switch timbers, and installation of clean local #4 ballast.

In the event work is added to or deleted from the general scope of the project, the above quoted unit prices shall be used to adjust the lump sum bid price in accordance with the General Conditions, Section 2.30.

5.03 EXTRA WORK

Bidder agrees to do any and all extra work, as defined in the General Conditions, which may be ordered by the Owner and to accept as full compensation therefore such prices as are determined pursuant to the provisions of the General Conditions.

5.04 SIGN CONTRACT

Bidder agrees to execute the Agreement and furnish the Performance Bond, Labor and Material Payment Bond, Unemployment Compensation Bond and Certificates of Insurance within ten (10) days after notice of the award of the Contract, and to execute and furnish all other documents required by the Contract Documents to be executed and furnished.

5.05 FAILURE TO EXECUTE CONTRACT

The successful Bidder's failure to execute the Agreement and file acceptable bonds within ten (10) days after the Contract Documents have been mailed for execution shall be just cause for and may result in the annulment of the award. Award may then be made to the next lowest responsive and responsible Bidder or the work may be re-advertised and constructed under contract or otherwise, as the Owner may decide.

5.06 COMPLETION

Bidder agrees to begin the above described work according to the date specified in the attached schedule and to perform and complete the work according to the schedule and in accordance with the terms of Section 1.16, 2.52 and 3.6 of this document.

5.07 SUBCONTRACTOR LISTING

Bidder agrees to employ the following listed subcontractors for the following enumerated classes of work and not to alter or add to such list without written consent of the Owner.

- 1.
- 2.
- 3.
- 4.
- 5.

5.08 ADDENDA

The following Addenda numbers have been acknowledged and received by the Bidder:

- 1.
- 2.
- 3.
- 4.
- 5.

5.9 STATEMENT OF BIDDER'S QUALIFICATIONS TO BE SUBMITTED BY THE BIDDER

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder? _____
2. Permanent main office address? _____
3. When organized? _____
4. If corporation, where incorporated? _____
5. How many years have you been engaged in the contracting business under your present firm or trade name? _____
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
7. General character of work performed by your company? _____
8. Have you ever failed to complete any work awarded you? _____
9. Have you ever defaulted on a contract? _____
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in important to this project.
13. Background and experience of principal members of your organization, including the officers.
14. Credit available \$ _____.
15. Give bank reference: _____.
16. Upon request, will you fill out a detailed financial statement and furnish any other information that may be required by the Riverport Authority?

IN WITNESS WHEREOF, This Proposal is executed this _____ day of _____,
2021. (NOTE: Attach any necessary Power of Attorney).

BY: _____
Name

Title

Name

Title

Subscribed and sworn to before me by _____
on behalf of _____ this _____
day of _____, 2021.

NOTARY: _____
My Commission Expires: _____

5.10 REQUIRED AFFIDAVITS

All attached affidavits following this section shall be completed by bidding contractor and submitted with bid. They are:

1. Annual Affidavit for Bidders, Offerors, and Contractors
2. Affidavit for Bidders Claiming Resident Bidder Status **OR** Affidavit for Bidders Claiming Qualified Bidder Status
3. Affidavit Regarding Subcontractors
4. Affidavit Regarding Illegal Immigrants

*****END OF SECTION*****

SECTION 6.00 AGREEMENT FORM

THIS AGREEMENT made this _____ day of _____ in the year of 2021, by and between the LOUISVILLE & JEFFERSON COUNTY RIVERPORT AUTHORITY, party of the first part, hereinafter called the Owner, and _____ hereinafter called the Contractor, party of the second part.

WITNESSETH that in consideration of the covenants of agreements hereinafter mentioned, to be performed by the parties hereunto and of the payments herein agreed to be made, it is mutually agreed as follows: Contractor shall furnish all materials, superintendence, labor, equipment, transportation, and shall execute, construct and finish, in an expeditious, substantial and workman like manner to the satisfaction and acceptance of the Owner, the Rail Crossings Repair work within the Riverport Industrial Complex on which he has proposed a lump sum bid price. The above referred work shall be executed from materials furnished in accordance with the Contract Documents.

The Contract Documents form the Contract between the Owner and the Contractor and all are as fully a part of the Contract as if attached to the Agreement or repeated herein.

The Contract Documents consist of the following:

- (1) Information for Bidders
- (2) General Conditions
- (3) Special Conditions
- (5) Bid Proposal
- (6) Agreement Form

The contractor shall be bound by and expressly assumes for the benefit of the Owner all obligations and liabilities which the contract imposes upon the Owner. The contractor's failure to thoroughly check and verify their scope and extent shall not modify or mitigate the complete responsibility herein contemplated as to the work to be provided and/or performed.

The work covered by this Contract shall be commenced not later than ten (10) days from the date Notice to Proceed is given by the Owner and completed July 31, 2021. And in consideration of the conclusion of the work described herein and the fulfillment of all stipulations of this Agreement to the satisfaction and acceptance of the Owner, said Owner shall pay or cause to be paid to the Contractor, based on the prices named on the Bid Proposal and shall be a lump sum bid price of: _____ (in figures) and _____ (in writing).

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals. Dated the day and year first written herein.

OWNER BY:

Party of the First Part

Witness

CONTRACTOR BY:

Party of the Second Part

Witness

Qualified Bidder Status

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a "qualified bidder" in accordance with [200 KAR 5:410\(3\)](#); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular "qualified bidder" status claimed by the bidding entity.

_____ A nonprofit corporation that furthers the purposes of KRS Chapter 163

_____ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

Signature Printed Name

Title Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

Solicitation/Contract #: _____

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
CLAIMING RESIDENT BIDDER STATUS**

FOR BIDS AND CONTRACTS IN GENERAL:

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

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

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

Signature Printed Name

Title Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

REQUIRED AFFIDAVIT REGARDING CONTRACTOR & SUBCONTRACTOR EMPLOYEES

Illegal Immigrants

1. The Commonwealth of Kentucky prohibits contracting with firms that utilize the services of illegal immigrants in the performance of a contract for goods or services in the performance of a contract with the Commonwealth. Additionally, such firms may not contract with any sub-contractor who utilizes the services of illegal immigrants.

2. By signing below the bidder agrees that:

- a. The firm does not utilize the services of illegal immigrants in the performance of contracts,
- b. The firm agrees that the Commonwealth may conduct random checks of personnel records as it pertains to this issue, and
- c. Violation of this requirement shall be grounds for monetary and other penalties, up to and including termination of the contract. Additionally, violation of this requirement may result in the firm being prohibited from submitting bids for a period of one year.

I have fully informed myself regarding the accuracy of the statements made above.

SIGNATURE

Printed Name

Title

Date

Company Name _____

Address _____

Phone Number _____

Email Address _____

Subscribed and sworn to before me by _____, _____
(Affiant) (Title)

of _____ this ____ day of _____, 20____.
(Company Name)

Notary Public
[seal of notary]

My commission expires: _____

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Affidavit Effective Date: _____
Affidavit Expiration Date: _____
Maximum Length One-Year

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:
- a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS 45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
 - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, is not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in Executive Order No. 2018-905.
 - f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in KRS 11A.236 during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.

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

- II. Each contractor further swears and affirms under penalty of perjury, that to the best of their knowledge:
- a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

