PROCUREMENT CONTRACT

Replacement Electro-Hydraulic Clamshell Bucket

Jefferson Riverport Gantry Crane • Port of Louisville, Ohio River Mile 618

Solicitation	ITB No. LRA-KPRCM-2026-02
Owner	Louisville and Jefferson County Riverport Authority ("LRA")
Contractor	[SUCCESSFUL BIDDER LEGAL NAME]
Effective Date	[DATE OF LAST SIGNATURE]
Contract Price	$[AMOUNT], subject to accepted alternates and written changes
Funding	Kentucky Public Riverport Construction and Maintenance (KPRCM) Program; KYTC Agreement SC 625-2700000546

LOUISVILLE RIVERPORT AUTHORITY

CONTRACT OVERVIEW

This Procurement Contract (the "Contract") is entered into by and between the Louisville and Jefferson County Riverport Authority, a body politic and corporate organized and existing under KRS 65.510 through 65.650 ("LRA"), and [SUCCESSFUL BIDDER LEGAL NAME], a [STATE AND ENTITY TYPE] ("Contractor"). LRA and Contractor may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. LRA issued Invitation for Bids No. LRA-KPRCM-2026-02 for one self-contained electro-hydraulic clamshell bucket and associated turnkey services (the "Solicitation").

B. Contractor submitted a bid dated [DATE], and LRA determined that Contractor was the lowest responsive and responsible bidder, subject to the terms of the Solicitation and applicable approvals.

C. LRA's procurement is funded in whole or in part through the Kentucky Transportation Cabinet ("KYTC") Kentucky Public Riverport Construction and Maintenance ("KPRCM") Program under Memorandum of Agreement SC 625-2700000546, effective July 1, 2026 through June 30, 2028 (the "Grant Agreement").

D. The purchase is a Major Purchase under LRA's Procurement Policy adopted March 10, 2025. The purchase request and award have been approved by the Executive Director and by the LRA Board or Executive Committee within its authorized limits, as documented in Resolution No. 6, Series 2026 adopted September 21, 2026.

E. KYTC approved LRA's procurement process and proposed selection on [DATE]. No contractual relationship exists, and no work may begin, until this Contract is fully executed and LRA issues a written Notice to Proceed.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE 1 — DEFINITIONS

1.1 "Accepted Bid" means the portions of Contractor's bid and written clarifications expressly accepted by LRA and identified in Exhibit C.

1.2 "Bucket" means the new self-contained electro-hydraulic clamshell bucket and all included components, interfaces, accessories, spare parts, documentation, and warranties.

1.3 "Contract Documents" has the meaning stated in Article 3.

1.4 "Contract Price" means the firm fixed price in Exhibit A, as adjusted only by a written amendment or Change Order executed under Article 16.

1.5 "Final Acceptance" means LRA's written notice that the requirements in Section 10.4 have been satisfied. Use, operation, testing, possession, or payment does not by itself constitute Final Acceptance.

1.6 "Notice to Proceed" or "NTP" means LRA's written authorization for Contractor to begin the Work.

1.7 "POL" means Port of Louisville, LRA's terminal operator and lessee. POL is not a party to this Contract and may not amend it.

1.8 "Site" means Jefferson Riverport, 6900 Riverport Drive, Louisville, Kentucky, including the gantry crane and work areas designated by LRA or POL.

1.9 "Work" means all engineering, field verification, manufacture, testing, delivery, unloading, rigging, installation, connections, commissioning, training, documentation, warranty service, and other obligations required by the Contract Documents.

ARTICLE 2 — EFFECTIVE DATE, TERM, AND AUTHORITY

2.1 This Contract becomes effective on the date of the last authorized signature, but Contractor shall not begin Work or incur reimbursable costs until LRA issues the NTP.

2.2 The Contract continues through Final Acceptance and completion of all warranty and surviving obligations, unless earlier terminated in accordance with this Contract.

2.3 Each person signing represents that the person is authorized to bind the identified Party. Contractor shall remain authorized to do business in Kentucky throughout performance.

2.4 LRA's Executive Vice President, or authorized designee, is LRA's Contract Administrator. Only the Contract Administrator may issue the NTP, approve submittals, accept Work, or direct Contractor. Only an authorized LRA signatory may amend price, scope, or time.

ARTICLE 3 — CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

3.1 The Contract Documents are: (a) this executed Contract and its exhibits; (b) written amendments and Change Orders; (c) Solicitation addenda; (d) the Solicitation, including Part II Exhibit A and reference drawings R-1 through R-4; and (e) the Accepted Bid and accepted written clarifications.

3.2 If Contract Documents conflict, the order of precedence is: (1) executed amendments and Change Orders; (2) this executed Contract and its exhibits; (3) Solicitation addenda, latest first; (4) the Solicitation, including technical specifications; and (5) the Accepted Bid and accepted clarifications. A more stringent technical requirement controls only when it can be satisfied without changing price, time, or material scope.

3.3 Approved technical submittals confirm how Contractor will satisfy the Contract; they do not change price, scope, time, risk allocation, or other requirements unless a Change Order expressly states the change.

3.4 Any term in Contractor's quotation, acknowledgment, invoice, portal, shrink-wrap, click-wrap, or other form that adds to or conflicts with the Contract Documents is rejected and has no effect unless expressly accepted in a signed amendment.

ARTICLE 4 — SCOPE AND STANDARD OF PERFORMANCE

4.1 Contractor shall provide a complete, safe, operational, and fully warranted Bucket on a turnkey, firm-fixed-price basis in strict accordance with the Contract Documents. The Work includes everything reasonably inferable as necessary for a complete and operable system, whether or not every incidental item is separately listed.

4.2 The Bucket shall have a nominal minimum heaped capacity of 21 cubic yards and shall comply with the allowable suspended-load, interface, dimensional, performance, material, testing, documentation, and warranty requirements of Solicitation Exhibit A and the Accepted Bid.

4.3 Contractor is responsible for design adequacy, engineering, field measurements, manufacture, compatibility, means and methods, safety, quality control, coordination, and performance. LRA's or POL's review, observation, test, comment, or approval does not relieve Contractor of responsibility.

4.4 Contractor shall furnish all supervision, labor, engineering, materials, equipment, tools, rigging, freight, permits and licenses assigned to Contractor, travel, fluids, spare parts, testing, training, and incidentals necessary to perform the Work.

4.5 Contractor shall promptly notify LRA in writing of any ambiguity, conflict, error, omission, differing condition, safety concern, or proposed deviation before proceeding with affected Work. Contractor bears costs caused by proceeding without required notice or approval.

ARTICLE 5 — CONTRACT PRICE, TAXES, AND FUNDING LIMIT

5.1 LRA shall pay Contractor the Contract Price stated in Exhibit A for complete performance, subject only to approved Change Orders. The Contract Price includes all costs and risks required to perform the Work, including insurance and bonds.

5.2 LRA is exempt from Kentucky sales and use tax and will provide its exemption certificate upon request. Contractor shall not charge exempt taxes to LRA. Contractor remains responsible for all other taxes, duties, assessments, payroll obligations, and permits applicable to Contractor or its Work.

5.3 No minimum quantity or additional work is guaranteed beyond the accepted Base Bid and accepted alternates. Field-service rates in Schedule B4 apply only to additional services specifically authorized in writing and are not part of the Contract Price unless used.

5.4 LRA has no obligation to pay more than the Contract Price plus properly authorized Change Orders or to pay for Work performed outside the Contract Documents. Contractor shall not rely on oral directions, field conversations, or POL requests as authority for additional compensation or time.

ARTICLE 6 — INVOICING AND PAYMENT

6.1 Contractor may invoice only for completed and accepted price components or milestones identified in Exhibit A. No deposit, advance payment, or manufacturing progress payment is due unless expressly stated in Exhibit A. A payment term proposed by Contractor is not accepted unless repeated in Exhibit A or a signed amendment.

6.2 Each invoice must: identify this Contract and ITB number; itemize the applicable Schedule B1 component; describe Work completed; identify the invoice number and date; state prior payments and balance; and include delivery receipts, approved submittals, test reports, lien/payment documentation reasonably requested by LRA, and other support required by the Contract Documents.

6.3 Each invoice shall also identify the "Gantry Crane Rehab Project" and KYTC Agreement SC 625-2700000546 and include documentation sufficient for KPRCM reimbursement and closeout. Contractor shall comply with the KPRCM Grant Requirements as set forth in the Solicitation.

6.4 Except for disputed amounts, LRA will pay a timely, properly completed invoice within thirty (30) business days after receipt and acceptance of the invoiced Work, or within any shorter period required by applicable law. LRA may notify Contractor of an improper invoice or deficient Work and withhold the affected amount until corrected.

6.5 LRA may withhold or set off amounts reasonably necessary to protect LRA from defective or incomplete Work, third-party claims, failure to pay subcontractors or suppliers, damage, delay costs, overpayment, or Contractor default. LRA shall identify the basis for a withholding. Undisputed amounts remain payable.

6.6 Payment does not constitute acceptance, waive a defect or claim, transfer risk of loss, or release Contractor or its surety. As a condition of final payment, Contractor shall submit a final invoice,

unconditional release of claims except specifically reserved claims, and evidence that subcontractors and suppliers have been paid.

6.7 Contractor shall pay subcontractors and suppliers in accordance with applicable law and their agreements. Contractor shall not condition its duty to pay a subcontractor solely on LRA's payment if such a condition is prohibited by law.

ARTICLE 7 — SCHEDULE, NOTICE TO PROCEED, AND DELAY

7.1 Time is of the essence. The binding milestone durations from Contractor's Schedule B3 are stated in Exhibit A and run from the NTP unless LRA directs otherwise in writing.

7.2 Within twenty-one (21) calendar days after NTP, Contractor shall complete field verification and deliver the required submittals. Within ten (10) calendar days after NTP, Contractor shall provide a detailed schedule consistent with Exhibit A and update it monthly or when requested.

7.3 Contractor shall give LRA written notice within three (3) business days after first becoming aware of an event that may delay performance. The notice shall state the cause, affected activities, estimated impact, mitigation, and requested extension. Failure to give timely notice waives an extension to the extent LRA is prejudiced.

7.4 Contractor is entitled to a reasonable time extension, but not automatically additional compensation, for an excusable delay beyond Contractor's reasonable control, not caused or contributed to by Contractor or its subcontractors, and not reasonably avoidable by mitigation. Any extension must be approved by Change Order.

7.5 If delay results from Contractor's act or omission, Contractor shall, at no additional cost, provide a recovery schedule and take reasonable acceleration or mitigation measures. LRA may recover actual, documented damages and exercise other remedies; this Contract does not impose liquidated damages.

7.6 Contractor shall coordinate delivery and on-site work with POL. The changeover installation may not interrupt crane operations for more than one (1) business day unless LRA approves otherwise in writing.

ARTICLE 8 — FIELD VERIFICATION AND SUBMITTALS

8.1 Before fabrication, Contractor shall field-verify the hook and lifting interface, electrical and control connections, clearances, hopper opening, operating conditions, and all dimensions affecting the Work. Reference drawings and data are provided in good faith but do not replace verification.

8.2 Contractor shall submit the field-verification certification, general-arrangement drawings, weights and load calculations, hydraulic and electrical schematics, coating and welding information, quality-control plan, detailed schedule, and installation/rigging plan required by Solicitation Exhibit A.

8.3 Fabrication may begin only after LRA returns required submittals marked "No Exceptions Taken" or "Make Corrections Noted." Contractor shall correct and resubmit rejected or incomplete items without additional cost or extension unless the underlying requirement was changed by LRA.

8.4 Contractor shall provide documents in searchable PDF and, when created electronically, native editable format reasonably requested for LRA's operations and maintenance use. Professional seals are required when required by law or the Contract Documents.

ARTICLE 9 — DELIVERY, INSTALLATION, AND SITE REQUIREMENTS

9.1 Delivery is F.O.B. destination, freight prepaid, unloaded, installed, and insured. Contractor shall schedule delivery with POL at least five (5) business days in advance and comply with access windows and operating constraints.

9.2 Contractor shall unload, rig, install, connect, and commission the Bucket and coordinate with POL's removal and on-site relocation of the existing bucket. Contractor shall protect the crane, Site, utilities, riverfront facilities, and other property and promptly repair damage caused by the Work.

9.3 Contractor controls and is solely responsible for its means, methods, sequences, rigging, and safety program. Contractor shall comply with applicable occupational safety requirements and LRA/POL site rules, including orientation, check-in, PPE, lockout/tagout, security, TWIC, fall protection, and flotation-device requirements as applicable.

9.4 Contractor shall maintain a clean and safe work area, manage wastes and spills lawfully, and remove debris, temporary facilities, and equipment at completion. Contractor shall immediately report injuries, property damage, spills, near misses presenting material risk, and regulatory contacts related to the Work.

9.5 POL may coordinate operations, observe Work, and participate in testing. POL has no authority to accept defective Work, direct extra work, extend time, or change this Contract.

ARTICLE 10 — INSPECTION, TESTING, AND ACCEPTANCE

10.1 LRA, POL, and their representatives may inspect Work and manufacturing progress at reasonable times. Contractor shall provide access and records without unreasonably disrupting production. Inspection does not shift Contractor's quality-control obligations.

10.2 Contractor shall perform factory testing and furnish the certified test report and certified empty weight before shipment. Contractor shall give at least ten (10) business days' notice of a witnessable factory test.

10.3 After installation, Contractor shall perform the commissioning and field tests in Solicitation Exhibit A, including empty and loaded cycling, leak and electrical checks, actual-commodity testing for at least five consecutive cycles, verification of cycle performance, and load-cell confirmation of the allowable suspended load.

10.4 Final Acceptance occurs only after LRA issues written acceptance confirming: successful tests; complete installation and commissioning; required training; delivery of manuals, drawings, certifications, test reports, spare parts, and warranty certificate; correction of deficiencies; and satisfaction of all closeout requirements.

10.5 LRA may reject nonconforming Work at any time before or after delivery. Contractor shall promptly repair, replace, reperform, or remove rejected Work at its cost. If Contractor fails to act promptly, LRA may correct or obtain replacement Work and charge the reasonable cost to Contractor or its surety.

ARTICLE 11 — WARRANTY AND SERVICE SUPPORT

11.1 Contractor warrants that the Work is new, merchantable, free from liens and defects, fit for the intended purpose disclosed in the Contract Documents, compliant with all requirements, and performed in a professional and workmanlike manner.

11.2 The complete-system warranty covers design, materials, workmanship, and performance, including parts, labor, travel, and shipping, for not less than twelve (12) months after Final Acceptance or the longer Accepted Bid term in Exhibit A. The structural warranty for shells, arms, and welds is not less than twenty-four (24) months after Final Acceptance.

11.3 Contractor shall respond by telephone within one (1) business day after a warranty call and provide an on-site technician within three (3) business days when required. Parts shall remain available for at least ten (10) years.

11.4 A repaired or replaced component is warranted for the longer of the unexpired original warranty or twelve (12) months after correction. Warranty obligations survive inspection, acceptance, payment, termination, and expiration.

11.5 If Contractor fails to correct a warranted condition promptly, LRA may correct it or engage others and recover reasonable costs without voiding remaining warranty coverage. These remedies are cumulative and do not limit warranties available by law.

ARTICLE 12 — TITLE, RISK OF LOSS, AND LIENS

12.1 Risk of loss or damage remains with Contractor until Final Acceptance, regardless of delivery, installation, possession, progress payment, or title. Contractor shall replace or restore damaged Work at no additional cost.

12.2 Title to materials and equipment passes to LRA upon the earlier of payment for the item or delivery to the Site, free and clear of liens, but passage of title does not shift risk of loss or constitute acceptance.

12.3 Contractor shall keep the Work and LRA property free of liens and claims. If a lien or claim is asserted, Contractor shall discharge, bond off, or otherwise resolve it within ten (10) calendar days after notice and indemnify LRA from resulting loss.

ARTICLE 13 — PERSONNEL, SUBCONTRACTORS, AND OUTREACH

13.1 Contractor shall provide qualified personnel identified in the Accepted Bid. LRA may require removal from the Site of a person whose conduct, qualifications, safety performance, or security compliance is reasonably unacceptable; Contractor shall provide a qualified replacement without additional cost.

13.2 Contractor may use only subcontractors and material service providers identified in Exhibit B or later approved in writing. Contractor remains fully responsible for every subcontractor and supplier as if their acts and omissions were Contractor's own.

13.3 No listed subcontractor may be replaced, and no subcontractor may be added for on-site or material Work, without LRA's prior written approval. Approval does not create a contractual relationship between LRA and the subcontractor.

13.4 Contractor shall honor the WMBE/DBE participation and good-faith outreach representations in its Accepted Bid. No numerical participation goal is created unless expressly stated in Exhibit A. Contractor shall document material changes affecting a represented WMBE/DBE firm.

ARTICLE 14 — INSURANCE

14.1 Before execution and before any Site access, Contractor shall furnish certificates and endorsements demonstrating the following coverage, from insurers authorized in Kentucky and rated at least A— VII by A.M. Best unless LRA approves otherwise:

Coverage	Minimum limits / requirements
Commercial General Liability	$1,000,000 each occurrence; $2,000,000 general aggregate; $2,000,000 products-completed operations aggregate; occurrence form; contractual liability.
Automobile Liability	$1,000,000 combined single limit; owned, hired, and non-owned autos.
Workers' Compensation	Statutory in all applicable jurisdictions, including USL&H/maritime coverage where legally applicable.
Employer's Liability	$1,000,000 each accident; $1,000,000 disease each employee; $1,000,000 disease policy limit.
Umbrella / Excess Liability	$5,000,000 each occurrence and aggregate; follow form.
Installation Floater / Inland Marine	Full replacement value of the Bucket through Final Acceptance.
Professional Liability	$1,000,000 each claim and aggregate when professional engineering/design services requiring licensed responsibility are furnished.

14.2 LRA and POL, and their directors, officers, employees, and agents, shall be additional insureds on CGL, Automobile, and Umbrella/Excess coverage as applicable. CGL status shall be provided on ISO CG 20 10 and CG 20 37 or equivalent. Coverage shall be primary and noncontributory, with waiver of subrogation where permitted. Certificates do not replace required endorsements.

14.3 Coverage shall remain effective through Final Acceptance; products-completed operations and completed-operations additional-insured coverage shall continue for three (3) years after Final Acceptance. Professional liability shall be maintained or renewed for three (3) years after Final Acceptance for covered services.

14.4 Contractor shall ensure that subcontractors performing delivery, unloading, rigging, installation, startup, testing, training, warranty, or other on-site Work maintain appropriate insurance meeting applicable requirements and shall provide evidence before Site entry.

14.5 Insurance does not limit Contractor's liability or obligations. Contractor shall provide thirty (30) days' advance notice of cancellation or material reduction when commercially available, and otherwise notify LRA promptly after learning of such change.

ARTICLE 15 — PERFORMANCE AND PAYMENT BONDS

15.1 Within ten (10) calendar days after Notice of Award, and as conditions precedent to Contract execution and issuance of the Notice to Proceed, Contractor shall furnish separately executed originals or authenticated electronic originals of a performance bond and a payment bond on the forms prescribed by LRA and attached as Exhibits E and F. Each bond shall be in the penal sum of one hundred percent (100%) of the Contract Price and shall be issued by a surety authorized to transact surety business in Kentucky and listed on the current U.S. Treasury Circular 570. Each bond shall be accompanied by a certified current power of attorney establishing the authority of the surety's executing representative.

15.2 The payment bond shall remain in effect through payment of all persons furnishing labor, materials, or services. The performance bond shall remain in effect through Final Acceptance and the complete-system warranty period, including approved extensions. Contractor shall increase bond amounts when a Change Order increases the Contract Price if LRA requires.

15.3 Failure to maintain required bonds is a material breach. Bond premiums and adjustments are included in the Contract Price except an incremental premium directly caused by an LRA-approved increase in price may be included in the applicable Change Order.

15.4 Neither Contractor nor the surety may alter an LRA-prescribed bond form without LRA's prior written approval. Upon request, Contractor shall provide evidence of the surety's Kentucky authority, Treasury listing and underwriting capacity, and shall authorize LRA to confirm issuance and validity directly with the surety or its licensed agent. The preliminary surety letter submitted with the bid does not satisfy the bond requirement.

ARTICLE 16 — CHANGES

16.1 LRA may order additions, deletions, revisions, suspension, or sequencing changes within the general scope of the Contract. No change to price, time, or material scope is effective unless documented in a written Change Order signed by authorized representatives of both Parties, except an emergency directive under Section 16.4.

16.2 Contractor shall submit a detailed proposal within seven (7) calendar days after request, showing labor, materials, equipment, subcontractor costs, markups, schedule impact, and supporting documentation. Pricing shall be fair, reasonable, and consistent with the Accepted Bid where applicable.

16.3 Contractor shall not perform changed or extra work based on oral direction. If Contractor believes a direction or condition constitutes a change, it shall give written notice before proceeding. Failure to give notice waives adjustment to the extent LRA is prejudiced.

16.4 In an emergency threatening safety, property, or operations, LRA may direct immediate action. Contractor shall act reasonably to prevent harm and submit documentation within two (2) business days. Emergency action does not guarantee additional compensation.

16.5 Any change affecting the approved KPRCM scope, budget, or material project terms is subject to prior KYTC approval when required by the Grant Agreement. Contractor shall provide information LRA reasonably requests to obtain approval. No KYTC approval increases LRA's payment obligation absent an executed Change Order.

ARTICLE 17 — COMPLIANCE, ETHICS, AND OPEN RECORDS

17.1 Contractor shall comply with all applicable federal, state, and local laws, regulations, codes, permits, orders, safety requirements, and lawful Site rules. Contractor shall obtain permits and licenses assigned to it by the Contract Documents.

17.2 Contractor shall not offer or provide any gratuity, kickback, gift, or thing of value to influence LRA, POL, KYTC, or another public official or employee. Contractor shall avoid and promptly disclose actual or potential conflicts of interest and shall not use contingent fees to secure this Contract.

17.3 Contractor shall not engage in collusion or anticompetitive conduct and shall maintain the certifications made in Form D1. A materially false certification or undisclosed conflict is a material breach.

17.4 LRA is subject to the Kentucky Open Records Act, KRS 61.870 through 61.884. Contractor shall specifically mark information it contends is exempt and provide the legal basis, but LRA makes the final disclosure determination. Blanket confidentiality designations are ineffective. Contractor shall cooperate with LRA in responding to requests and may seek protective relief at its own expense.

17.5 Nothing in this Contract waives any immunity, defense, limitation of liability, or other protection available to LRA, its Board, officers, or employees under law.

ARTICLE 18 — RECORDS, DATA, AND INTELLECTUAL PROPERTY

18.1 Contractor shall maintain complete records supporting performance, invoices, tests, quality control, subcontractor payments, and changes for at least three (3) years after Final Acceptance, or longer while an audit, claim, litigation, or warranty matter is pending.

18.2 All manuals, as-built drawings, schematics, calculations, test reports, training materials, and project-specific documents delivered for the Contract Price become LRA property upon payment. Contractor retains ownership of preexisting tools and proprietary know-how but grants LRA and POL a perpetual, irrevocable, royalty-free license to use, copy, modify, and disclose delivered materials for operation, maintenance, repair, replacement, procurement, and regulatory purposes.

18.3 Contractor warrants that LRA's authorized use of the Work and delivered materials will not infringe intellectual property rights. Contractor shall defend and indemnify LRA and POL from infringement claims, except to the extent caused solely by an LRA-mandated design not proposed or modified by Contractor.

18.4 Contractor shall protect LRA and POL nonpublic operational, security, personnel, and business information using reasonable safeguards, use it only for the Work, and notify LRA promptly of unauthorized access, use, or disclosure. This duty does not override open-records obligations.

ARTICLE 19 — KPRCM / KYTC FLOW-DOWN REQUIREMENTS

The provisions of this Article implement the Grant Agreement and shall be included in every subcontract for Work under this Contract. Contractor is responsible for subcontractor compliance. If a requirement in this Article conflicts with another Contract term, the requirement that preserves LRA's compliance with the Grant Agreement controls to the extent permitted by law.

19.1 **No work before NTP; allowable costs.**

Contractor shall not begin Work or incur costs chargeable to this Contract before LRA's written NTP. Costs incurred earlier are Contractor's responsibility and are not payable from KPRCM funds.

19.2 **Access, audit, and inspection.**

KYTC, the Kentucky Finance and Administration Cabinet, the Auditor of Public Accounts, the Legislative Research Commission, LRA, and their authorized representatives shall have access to books, documents, papers, records, emails, facilities, and other evidence directly pertinent to this Contract for financial audit, program review, field review, interview, inspection, and verification. Contractor shall provide reasonable access and assistance.

19.3 **Grant record retention.**

Contract records shall be clearly identified and readily accessible and shall be retained for at least three (3) years after project completion, or longer while an audit, investigation, claim, or litigation is pending. This requirement supplements Article 18.

19.4 **Progress and closeout support.**

Contractor shall deliver monthly written status updates and dated photographs of fabrication and Site Work, including work completed, work pending, estimated percent complete, issues, schedule status, and projected completion. Contractor shall provide closeout documentation and cooperate with KYTC's closeout inspection and LRA's final reporting.

19.5 Tax and employment laws — KRS 45A.485.

Contractor and every subcontractor shall reveal any final determination of a violation within the preceding five (5) years of KRS Chapters 136, 139, 141, 337, 338, 341, or 342 that applies to it and shall remain in continuous compliance for the Contract duration. Contractor shall update Form D2 promptly upon a new determination and shall flow down this requirement. Nondisclosure or noncompliance is grounds for remedies available under the Contract and applicable law.

19.6 Boycott representation — KRS 45A.607.

To the extent the statute applies, Contractor represents that it is not currently engaged in and will not for the Contract duration engage in the boycott of a person or entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined by KRS 45A.607. Contractor shall notify LRA promptly if this representation ceases to be accurate.

19.7 Lobbying restrictions — KRS 11A.236 and KRS 45A.328.

Contractor represents that it and its subcontractors have not violated the agency restrictions in KRS 11A.236 during the previous ten (10) years and will comply for the Contract duration, and that it has not procured this or a similar contract while employing an executive agency lobbyist convicted of a crime related to the contract as described in KRS 45A.328.

19.8 Nondiscrimination and equal employment opportunity.

Contractor shall not discriminate against an employee or applicant because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin. If the Contract exceeds $500,000, Contractor shall comply with the Kentucky Equal Employment Opportunity Act, KRS 45.560 through 45.640, including applicable notice, posting, record-access, and flow-down duties.

19.9 Prohibited interest and contingent fees.

No member, officer, or employee of KYTC or LRA may have a prohibited financial interest in this Contract or its proceeds as identified in KRS 45A.340 and KRS Chapter 11A. Contractor warrants that no person or organization has been retained to solicit or secure this Contract for a commission, percentage, brokerage, or contingent fee, other than bona fide employees or established commercial selling agencies.

19.10 Generative artificial intelligence — CIO-126.

Before every use or integration of generative artificial intelligence in the Work, Contractor shall disclose the proposed use to LRA in writing and identify each part of the Work expected to be performed with AI assistance. This is a continuing obligation. Contractor shall not use generative AI for an illegal purpose or in violation of Commonwealth, COT, or agency policy. Contractor shall not enter Commonwealth, LRA, or POL confidential or internal data into a generative-AI system, or use such data to build or train an AI program, without LRA's express prior written approval and any additional approval required by CIO-126. Contractor shall promptly give LRA written notice of actual or suspected noncompliance and take corrective action directed by LRA. No AI output reduces Contractor's responsibility for accuracy, safety, professional judgment, or compliance. By executing this Contract, Contractor confirms its receipt and review of CIO-126.

19.11 KYTC review and cooperation.

Contractor shall provide information and certifications reasonably requested for KYTC review, funding, monitoring, or closeout. KYTC is not a party to this Contract, does not assume LRA's obligations, and is not liable to Contractor for payment or performance.

ARTICLE 20 — INDEMNIFICATION

20.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless LRA, POL, and their respective directors, officers, employees, agents, and representatives from claims, damages, losses, fines, penalties, liens, and reasonable attorneys' fees arising out of or relating to: (a) bodily injury, death, or property damage caused by Contractor or those for whom it is responsible; (b) negligent, reckless, or willful acts or omissions; (c) breach of Contract or law; (d) liens or payment claims; or (e) intellectual-property infringement under Section 18.3.

20.2 Contractor's obligation is reduced only to the extent a final adjudication determines that a loss was caused by an indemnitee's gross negligence or willful misconduct. Contractor shall not settle a claim imposing liability, admission, nonmonetary obligation, or restriction on an indemnitee without that indemnitee's written consent.

20.3 The indemnity is independent of insurance, survives termination and acceptance, and does not waive any immunity or defense of LRA. Nothing requires Contractor to indemnify a party beyond what Kentucky law permits.

ARTICLE 21 — DEFAULT AND TERMINATION

21.1 Contractor is in default if it fails to perform on time; furnishes defective or nonconforming Work; fails to maintain bonds or insurance; fails to pay subcontractors; violates law or a material certification; becomes insolvent; abandons the Work; or materially breaches another obligation.

21.2 Except when immediate action is reasonably necessary for safety, security, abandonment, fraud, insolvency, loss of required insurance/bonds, or material grant noncompliance, LRA shall give written notice and seven (7) calendar days to cure or begin and diligently pursue an approved cure.

21.3 Upon uncured default, LRA may terminate all or part of the Contract, take possession of paid-for Work and project materials, engage others to complete or replace Work, draw on bonds, withhold payment, set off damages, and recover reasonable excess completion, cover, inspection, administrative, and other actual costs. Remedies are cumulative.

21.4 LRA may terminate for convenience on ten (10) calendar days' written notice. Contractor shall stop as directed, protect Work, cancel commitments, and deliver completed and paid-for items. LRA shall pay for conforming Work performed through the termination date and reasonable, documented, unavoidable cancellation costs, less prior payments and offsets. Contractor is not entitled to anticipated profit on unperformed Work.

21.5 LRA may suspend or terminate the Contract if KPRCM funding is reduced, withdrawn, unavailable, or disallowed, or if KYTC directs suspension or termination. Payment remains limited to amounts properly due under Section 21.4 and legally available; Contractor has no claim against KYTC.

21.6 Contractor may terminate only if LRA fails to pay an undisputed amount for sixty (60) days after written notice and an additional fifteen (15) day opportunity to cure, except Contractor may not terminate while payment is lawfully withheld or funding review is pending in good faith.

ARTICLE 22 — SUSPENSION AND FORCE MAJEURE

22.1 LRA may suspend any part of the Work by written notice. Contractor shall protect Work, minimize cost, and resume when directed. If a suspension is not caused by Contractor and materially affects time or cost, Contractor may request an adjustment under Article 16.

22.2 Neither Party is liable for failure caused by an event beyond its reasonable control that could not have been prevented or overcome by reasonable diligence, excluding lack of funds, ordinary labor or supply shortages, price increases, or subcontractor failure unless caused by an otherwise qualifying event. The affected Party shall give prompt notice and mitigate.

22.3 Force majeure excuses performance only for the duration and extent of actual impact. It does not excuse payment for accepted Work or entitle Contractor to additional compensation unless approved by Change Order. LRA may terminate for convenience if the impact continues more than sixty (60) days.

ARTICLE 23 — DISPUTES, LAW, AND VENUE

23.1 The Parties shall first attempt in good faith to resolve a dispute through the Contract Administrator and Contractor's project manager, followed by executive representatives. Contractor shall continue non-disputed Work while a dispute is pending unless LRA directs otherwise.

23.2 A Contractor claim for additional compensation or time must be submitted in writing within twenty-one (21) calendar days after the event giving rise to the claim and include facts, Contract provisions, amount, schedule impact, and supporting records. Failure to submit timely notice waives the claim to the extent LRA is prejudiced.

23.3 Kentucky law governs without regard to conflict-of-laws rules. Exclusive venue for litigation lies in a state court of competent jurisdiction in Jefferson County, Kentucky. Nothing waives LRA's immunities or requires arbitration unless the Parties later agree in writing.

23.4 Before filing suit, Contractor shall exhaust any administrative or contractual review process required by applicable law. The Parties may agree to nonbinding mediation without waiving rights.

ARTICLE 24 — NOTICES

24.1 Formal notices under this Contract must be in writing and delivered by personal delivery, nationally recognized overnight courier, certified U.S. mail return receipt requested, or email with confirmation of receipt, to the addresses in Exhibit A. Routine project communications may use email but do not amend the Contract.

24.2 Notice is effective upon personal delivery; one business day after deposit with an overnight courier; three business days after certified mailing; or upon confirmed email receipt. A Party shall promptly notify the other of a changed address.

ARTICLE 25 — GENERAL PROVISIONS

25.1 **Independent contractor.** Contractor is an independent contractor and controls its personnel. Nothing creates employment, agency, partnership, joint venture, fiduciary duty, or authority to bind LRA or POL.

25.2 **Assignment.** Contractor may not assign the Contract, delegate a material duty, or transfer payment rights without LRA's prior written consent. A permitted assignment does not release Contractor or its surety.

25.3 **No third-party beneficiaries.** Except for the express rights of POL and other indemnitees, the Contract benefits only the Parties. KYTC is not a third-party beneficiary and assumes no duty to Contractor.

25.4 **Entire agreement.** The Contract Documents constitute the entire agreement and supersede prior discussions and representations concerning the Work. Amendments must be written and signed by authorized representatives.

25.5 **Severability.** An invalid or unenforceable provision shall be enforced to the maximum lawful extent, and the remainder remains effective.

25.6 **Waiver.** A waiver must be written and applies only to the specific instance. Delay or failure to enforce a right is not a waiver.

25.7 **Survival.** Payment, warranties, records, audit, confidentiality, intellectual property, indemnity, disputes, remedies, and any other provisions that would be rendered meaningless otherwise remain effective after completion or termination.

25.8 **Headings and construction.** Headings are for convenience. "Including" means "including without limitation." Singular includes plural as context requires. The Contract is construed fairly and not against a drafter.

25.9 **Counterparts and electronic signatures.** The Contract may be signed in counterparts and by reliable electronic signature, each deemed an original and together one instrument.

25.10 **Public funds and authority.** LRA's obligations are subject to lawful authorization and available funds. No director, officer, employee, or agent incurs personal liability by executing or administering this Contract on LRA's behalf.

SIGNATURES

The Parties have caused this Contract to be executed by their duly authorized representatives. The Contractor acknowledges that it reviewed all Contract Documents before signing.

LOUISVILLE AND JEFFERSON COUNTY RIVERPORT AUTHORITY	**[CONTRACTOR LEGAL NAME]**
By: _____	By: _____
Name: Miguel A. Zamora II	Name: _____
Title: Executive Vice President	Title: _____
Date: _____	Date: _____
	Federal EIN: _____
Approved as to form:	Kentucky vendor no. (if any): _____
_____	
LRA Counsel	
Date: _____	

EXHIBIT A — CONTRACT DATA SHEET

This Exhibit is completed after award from the Accepted Bid and approvals. If a field conflicts with the body of the Contract, the body controls unless the field expressly states that it amends a cited section.

Contractor legal name	[LEGAL NAME]
Entity / state	[ENTITY TYPE AND STATE OF ORGANIZATION]
Contractor address	[STREET / CITY / STATE / ZIP]
Project manager	[NAME / PHONE / EMAIL]
LRA Contract Administrator	Miguel A. Zamora II, Executive Vice President
LRA notice address	P.O. Box 58010, 6900 Riverport Drive, Louisville, Kentucky 40268-0010; [EMAIL]
Contract Price — Base Bid	$[AMOUNT]
Accepted Alternate(s)	[NONE / IDENTIFY ALTERNATE AND NET ADJUSTMENT]
Total Contract Price	$[AMOUNT]
Board / Executive Committee approval	[RESOLUTION OR ACTION; DATE]
KYTC selection approval	[DATE / REFERENCE]
NTP date	[DATE — ISSUED SEPARATELY IN WRITING]
Complete-system warranty	[AT LEAST 12] months after Final Acceptance
Structural warranty	[AT LEAST 24] months after Final Acceptance

A-1. BINDING SCHEDULE COMMITMENTS

Milestone	Calendar days after NTP
Field verification complete and required submittals delivered	[____] calendar days
Fabrication complete and factory test completed	[____] calendar days
Delivery to Site	[____] calendar days
Installation and commissioning complete; ready for Final Acceptance	[____] calendar days
Proposed crane outage for changeover (one business day maximum)	[____] calendar days

A-2. PRICE COMPONENTS AND PAYMENT MILESTONES

The amounts below are copied from Accepted Bid Schedule B1. Payment is due only for completed and accepted components. Any approved deposit or manufacturing progress payment must be stated in "Special payment term"; otherwise none is due.

No. / component	Accepted amount	Invoice milestone
1 — Engineering, field verification, submittals	$[____]	After LRA acceptance of required pre-fabrication submittals
2 — Bucket manufacture and electro-hydraulic system	$[____]	After completed manufacture and successful factory test
3 — Factory testing, certified weight, reports	$[____]	After LRA receipt and acceptance of reports
4 — Initial spare parts	$[____]	After delivery and inventory at Site
5 — Packaging, freight, insurance, delivery	$[____]	After conforming delivery to Site
6 — Unloading, rigging, installation, connections	$[____]	After installation and completion of connections
7 — Commissioning, field testing, training, closeout	$[____]	After Final Acceptance
Special payment term	None, unless completed here at award: [_____]	
Retainage	None unless required by an accepted special payment term or applicable law.	

EXHIBIT B — APPROVED SUBCONTRACTORS AND MATERIAL SERVICE PROVIDERS

Copied from Accepted Bid Form C6, subject to Article 13. Enter "None" if Contractor will self-perform all material Work.

Firm	Scope	Estimated value	On-site?	WMBE/DBE status
[_____]	[_____]	[_____]	[_____]	[_____]
[_____]	[_____]	[_____]	[_____]	[_____]
[_____]	[_____]	[_____]	[_____]	[_____]
[_____]	[_____]	[_____]	[_____]	[_____]
[_____]	[_____]	[_____]	[_____]	[_____]

EXHIBIT C — INCORPORATED PROCUREMENT DOCUMENTS

The following are incorporated by reference and need not be physically duplicated in the execution counterpart if LRA retains an authenticated procurement file:

- Invitation for Bids No. LRA-KPRCM-2026-02, Replacement Electro-Hydraulic Clamshell Bucket, issued October 23, 2026, including Part II Exhibit A and reference drawings R-1 through R-4;
- All solicitation addenda, numbered [____] through [____];
- Contractor's bid dated [DATE], excluding unaccepted exceptions and terms;
- Accepted written clarifications dated [DATES], if any; and
- Notice of Award and written Notice to Proceed.

LRA shall identify any portion of Contractor's bid that is not accepted: [NONE / IDENTIFY]. An exception not expressly accepted remains rejected under Section 3.4.

EXHIBIT D — INITIAL GENERATIVE-AI DISCLOSURE

This Exhibit restates the disclosure incorporated from Form D1 and does not replace the continuing advance-disclosure obligation in Section 19.10.

Initial disclosure	☐ No generative AI used in bid preparation and none presently expected in performance. ☐ Generative AI used or expected; every use and affected Work is described below.
Disclosed uses	[NONE / COMPLETE DESCRIPTION]
Affected Work	[NONE / IDENTIFY]
Data safeguards	Contractor confirms that no Commonwealth, LRA, or POL confidential or internal data has been or will be entered into a generative-AI system without required prior written approval.
Contractor certification	By: _____ Title: _____ Date: _____

EXHIBIT E — PERFORMANCE BOND

Bond number	[BOND NUMBER]
Principal	[CONTRACTOR LEGAL NAME AND ADDRESS]
Surety	[SURETY LEGAL NAME, STATE OF DOMICILE, AND ADDRESS]
Obligee	Louisville and Jefferson County Riverport Authority, P.O. Box 58010, 6900 Riverport Drive, Louisville, Kentucky 40268-0010
Contract	ITB No. LRA-KPRCM-2026-02 — Replacement Electro-Hydraulic Clamshell Bucket
Contract date	[DATE]
Contract Price	$[AMOUNT]
Penal sum	$[AMOUNT] — one hundred percent (100%) of the Contract Price

KNOW ALL PERSONS BY THESE PRESENTS: Principal and Surety, jointly and severally, are firmly bound to Obligee in the penal sum stated above for the payment of which they bind themselves and their respective successors and assigns.

E-1. CONTRACT INCORPORATED

The Contract identified above, including all incorporated documents and lawful amendments and Change Orders, is incorporated into this Bond by reference. Capitalized terms not defined in this Bond have the meanings stated in the Contract.

E-2. CONDITION OF OBLIGATION

If Principal fully and faithfully performs every obligation of the Contract, including correction, closeout, warranty, indemnity, and payment obligations for which performance security is applicable, this Bond is void. Otherwise, this Bond remains in full force subject to its terms.

E-3. CONTRACTOR DEFAULT AND SURETY RESPONSE

Upon Obligee's written declaration that Principal is in material default and, when legally permitted and reasonably appropriate, termination of Principal's right to complete the Work, Surety shall promptly take one of the following actions at its expense and subject to Obligee's reasonable approval:

- Arrange for Principal to cure the default and complete the Contract;
- Undertake performance and completion itself through qualified agents or contractors approved by Obligee, whose approval will not be unreasonably withheld;
- Obtain proposals from qualified completion contractors and arrange a completion contract acceptable to Obligee, making funds available for completion and correction; or
- After investigation, waive its right to perform and pay Obligee the amount for which Surety is liable, or issue a detailed written denial identifying every factual and contractual basis for denial.

Surety shall acknowledge Obligee's notice within seven (7) calendar days and, within fifteen (15) calendar days after receipt of reasonably requested information, state its elected response and begin performance. The Parties may extend these periods in writing. Surety's failure to act timely permits Obligee to exercise its Contract and legal remedies without waiving rights under this Bond.

E-4. PREVENTIVE CONFERENCE AND EMERGENCY WORK

Before declaring default, Obligee may request a conference with Principal and Surety to discuss performance and corrective action. Failure of Obligee to request or conduct a conference does not waive Obligee's rights when delay would prejudice Obligee or when immediate action is reasonably necessary to protect persons, property, the Site, riverport operations, or grant funding. Obligee may perform emergency or protective work and recover covered costs without discharging Surety.

E-5. SCOPE OF SURETY LIABILITY

Subject to the penal sum, Surety's liability includes the reasonable cost to complete and correct the Work; engineering, testing, inspection, administration, and professional services reasonably required because of Principal's default; damages recoverable from Principal under the Contract, including covered delay and warranty damages; and reasonable enforcement costs to the extent allowed by law. Payments properly made by Surety reduce the available penal sum.

E-6. WARRANTY AND DURATION

This Bond remains effective through Final Acceptance and the complete-system warranty period stated in the Contract, including approved extensions. Surety's responsibility for a default occurring during the effective period survives expiration until the matter is resolved, subject to applicable law.

E-7. CHANGES AND EXTENSIONS

Changes to the Work, Contract Price, schedule, method of payment, or other Contract terms, and extensions of time, do not release Surety. Surety expressly waives notice of such changes except that Contractor shall furnish an increase in the penal sum when required by the Contract or an executed Change Order. No change increases the penal sum unless Surety executes a written rider or replacement bond.

E-8. SURETY REPRESENTATIONS

Surety represents that it is authorized to transact surety business in Kentucky, is listed on the current U.S. Treasury Circular 570, and has sufficient underwriting authority, including qualifying reinsurance or coinsurance when required, for this Bond. A certified current power of attorney for each person signing for Surety is attached.

E-9. NOTICES

Notices shall be delivered to the addresses stated above and to any additional address shown with the signatures below. Notice may be delivered by personal delivery, nationally recognized overnight courier, certified U.S. mail, or confirmed electronic transmission. A change of address is effective only after written notice.

E-10. GOVERNING LAW AND CONSTRUCTION

Kentucky law governs this Bond without regard to conflicts of laws principles. Venue lies exclusively in a state court of competent jurisdiction in Jefferson County, Kentucky. This Bond is intended to provide security at least as broad as the Contract obligation it secures and shall be construed accordingly, without expanding Surety's liability beyond the penal sum except as applicable law may provide. An invalid provision shall be severed without invalidating the remainder.

E-11. EXECUTION

SIGNED AND SEALED on the dates below. Principal and Surety acknowledge that this Performance Bond is separate from the Payment Bond and must be independently completed and executed.

PRINCIPAL — CONTRACTOR	SURETY
Legal name: _____	Legal name: _____
By: _____	By: _____
Printed name: _____	Printed name: _____
Title: _____	Title: Attorney-in-Fact
Date: _____	Date: _____
Corporate seal, if any:	Surety address: _____
	Telephone / email: _____
	Surety seal, if any:
	Attach certified current power of attorney.

EXHIBIT F — PAYMENT BOND

Bond number	[BOND NUMBER]
Principal	[CONTRACTOR LEGAL NAME AND ADDRESS]
Surety	[SURETY LEGAL NAME, STATE OF DOMICILE, AND ADDRESS]
Obligee	Louisville and Jefferson County Riverport Authority, P.O. Box 58010, 6900 Riverport Drive, Louisville, Kentucky 40268-0010
Contract	ITB No. LRA-KPRCM-2026-02 — Replacement Electro-Hydraulic Clamshell Bucket
Contract date	[DATE]
Contract Price	$[AMOUNT]
Penal sum	$[AMOUNT] — one hundred percent (100%) of the Contract Price

KNOW ALL PERSONS BY THESE PRESENTS: Principal and Surety, jointly and severally, are firmly bound to Obligee in the penal sum stated above for the payment of which they bind themselves and their respective successors and assigns.

F-1. CONTRACT INCORPORATED

The Contract identified above, including all incorporated documents and lawful amendments and Change Orders, is incorporated into this Bond by reference. Capitalized terms not defined in this Bond have the meanings stated in the Contract.

F-2. CONDITION OF OBLIGATION

If Principal promptly pays every Claimant for all labor, materials, equipment, supplies, freight, professional services, and other items furnished for performance of the Contract, this Bond is void. Otherwise, this Bond remains in full force subject to its terms.

F-3. CLAIMANTS

"Claimant" means a person or entity having a direct contract with Principal or with a subcontractor or supplier of Principal to furnish labor, materials, equipment, supplies, freight, professional services, or other items used or reasonably required for the Work. Claimant status and rights remain subject to applicable Kentucky law; this definition is not intended to eliminate a right otherwise provided by law.

F-4. CLAIMS PROCEDURE

A Claimant shall give Principal and Surety written notice stating the Claimant's name and address, the person or entity with whom it contracted, the labor or materials furnished, the amount claimed, the basis of the claim, and supporting invoices or records reasonably available. Notice shall be given within the time required by applicable law. Surety shall acknowledge the claim within seven (7) calendar days, identify additional information reasonably required, and within forty-five (45) calendar days after receiving sufficient information either pay the undisputed amount or provide a detailed written response identifying the factual and legal basis for disputing all or part of the claim.

F-5. SURETY'S PAYMENT OBLIGATION

Subject to the penal sum and applicable law, Surety shall promptly pay valid claims and reasonable interest or costs for which Principal and Surety are liable. Surety may use reasonable procedures to investigate and

resolve competing claims but shall not delay payment of an undisputed amount. Payments properly made by Surety reduce the available penal sum.

F-6. LRA HAS NO PAYMENT OBLIGATION TO CLAIMANTS

This Bond does not create a payment obligation of LRA to a Claimant, waive any defense or immunity of LRA, or create a contractual relationship between LRA and a subcontractor, supplier, or other Claimant. LRA may provide Contract and payment information reasonably necessary to evaluate a claim without assuming liability.

F-7. DURATION AND ENFORCEMENT

This Bond remains effective until Principal has paid all covered obligations and all timely claims have been resolved or are barred by applicable law. A proceeding under this Bond shall be commenced within the period provided by applicable law. No provision of this Bond shortens a statutory limitations period or notice right.

F-8. CHANGES AND EXTENSIONS

Changes to the Work, Contract Price, schedule, method of payment, or other Contract terms, and extensions of time, do not release Surety. Surety expressly waives notice of such changes except that Contractor shall furnish an increase in the penal sum when required by the Contract or an executed Change Order. No change increases the penal sum unless Surety executes a written rider or replacement bond.

F-9. SURETY REPRESENTATIONS

Surety represents that it is authorized to transact surety business in Kentucky, is listed on the current U.S. Treasury Circular 570, and has sufficient underwriting authority, including qualifying reinsurance or coinsurance when required, for this Bond. A certified current power of attorney for each person signing for Surety is attached.

F-10. NOTICES

Notices shall be delivered to the addresses stated above and to any additional address shown with the signatures below. Notice may be delivered by personal delivery, nationally recognized overnight courier, certified U.S. mail, or confirmed electronic transmission. A change of address is effective only after written notice.

F-11. GOVERNING LAW AND CONSTRUCTION

Kentucky law governs this Bond without regard to conflicts of laws principles . Venue lies exclusively in a state court of competent jurisdiction in Jefferson County, Kentucky. This Bond shall be construed to protect persons furnishing labor, materials, and services for the Work, subject to its penal sum and applicable law. An invalid provision shall be severed without invalidating the remainder.

F-12. EXECUTION

SIGNED AND SEALED on the dates below. Principal and Surety acknowledge that this Payment Bond is separate from the Performance Bond and must be independently completed and executed.

PRINCIPAL — CONTRACTOR	SURETY
Legal name: _____	Legal name: _____
By: _____	By: _____
Printed name: _____	Printed name: _____
Title: _____	Title: Attorney-in-Fact
Date: _____	Date: _____
Corporate seal, if any:	Surety address: _____
	Telephone / email: _____
	Surety seal, if any:
	Attach certified current power of attorney.