



**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

DIVISION OF PARKS AND RECREATION

FOR

**Gainesway, Kirklevington and Mount
Tabor Park Improvements**

Bid No. 119-2017

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PART 1

ADVERTISEMENT FOR BIDS

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ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the following work will be received by the Lexington-Fayette Urban County Government (LFUCG) until 2:00 p.m., local time, **November 9, 2017**, for furnishing all labor and/or materials and performing all work as set forth by this advertisement, conditions (general and special), specifications, and/or the drawings prepared by and for Lexington-Fayette Urban County Government, Division of Parks and Recreation. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be publicly opened and read aloud.

2. DESCRIPTION OF WORK

Consisting of the construction and/or furnishing of items as listed in the Bid Schedule beginning on page P-6, Part III, Form of Proposal, of this document, for the Gainesway, Kirklevington and Mount Tabor Park Improvements Lexington-Fayette County, Kentucky.

3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

Plans, Specifications, and Contract Documents may be obtained from the official bid document distributor, LYNN IMAGING, 328 Old Vine Street, Lexington, KY 40507, (859) 255-1021 or (www.lynnimaging.com) and click on plan room for a non-refundable price of reproduction for each full set of plans and documents.

Specifications, Plans, and Bid Documents may be examined at the following places:

LFUCG
Division of Central Purchasing
200 East Main Street, Third Floor, Rm 338
Lexington, Kentucky 40507
(859) 258-3320

Builders Exchange
2300 Meadow Drive
Louisville, KY 40218

LFUCG
Division of Parks and Recreation
469 Parkway Drive
Lexington, Kentucky 40508
859-288-2900

4. METHOD OF RECEIVING BIDS

Bids will be received from Prime Contracting firms on a **Lump Sum** for total Project. The Bidder must include a price for all bid items to be considered. Bids shall be submitted in the manner and subject to the conditions as set forth and described in the Instruction to Bidders and Special Conditions.

Sealed bids shall be clearly marked on the outside of the container as follows: Company Name and Address, Bid Invitation Number, and the Project Name. Bids are to remain sealed until official Bid closure time.

Mailed bids/proposals should be sent to the Director, Division of Central Purchasing, 200 East Main Street, Lexington, KY 40507.

5. METHOD OF AWARD

The Contract, if awarded, will be to the lowest, qualified responsible bidder for the total project whose qualifications indicate the award will be in the best interest of the OWNER and whose bid/proposal complies with all the prescribed requirements. No Notice of Award will be given until the OWNER has concluded such investigation as deemed necessary to establish the responsibility, qualifications and financial ability of Bidders to do the work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the Bid of any Bidder who does not pass such investigation to the OWNER's satisfaction. In analyzing Bids, the OWNER may take into consideration alternate and unit prices, if requested by the Bid forms.

6. BID WITHDRAWAL

No bidder may withdraw his bid for a period of sixty (60) calendar days after the closing date for receipt of bids. Errors and omissions will not be cause for withdrawal of bid without forfeit of bid bond. Bids may be withdrawn in person prior to the closing date of receipt of bids.

7. BID SECURITY

If the bid is \$50,000 or greater, bid shall be accompanied by a certified /cashier's check or bid bond payable to the Lexington-Fayette Urban County Government in an amount not less than Five Percent (5%) of the base bid. Bid bond shall be executed by a Surety Company authorized to do business in the Commonwealth of Kentucky and countersigned by a licensed Kentucky Resident Agent, representing the Surety Company. Bid Bonds are not required for bids under \$50,000. A certified check or cashier's check is also acceptable forms of bid security.

8. SUBMISSION OF BIDS

CONTRACTORS shall submit their bids to the Lexington-Fayette Urban County Government, Division of Purchasing, Third Floor, 200 East Main Street, Lexington, Kentucky 40507. Bids shall be submitted in a sealed envelope not later than 2:00 p.m. local

time, **November 9, 2017**. Sealed proposals shall be clearly marked on the outside of the container as follows: Company Name and Address, Bid Invitation Number, and Project Name to be opened at 2:00 p.m. local time **November 9, 2017**. Bids are to remain sealed until official Bid closure time. Bids received after the scheduled closing time for receipt of bids will not be considered and will be returned unopened.

9. RIGHT TO REJECT

The Lexington-Fayette Urban County Government reserves the right to reject any and all bids and to waive all informalities and/or technicalities where the best interest of the Lexington-Fayette Urban County Government may be served.

10. NOTIFICATION TO THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FOR AFFIRMATIVE ACTION PLAN AND CURRENT WORKFORCE

The successful bidder must submit with their bid the following items to the Lexington-Fayette Urban County Government:

1. Affirmative Action Plan for his/her firm.
2. Current Workforce Analysis Form.

Failure to submit these items as required herein may result in disqualification of the Bidder from the award of the contract.

All submissions should be directed to:

Lexington-Fayette Urban County Government
Division of Purchasing
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507

11. NOTICE CONCERNING MWDBE GOAL

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the

recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

12. PRE-BID MEETING

A non-mandatory pre-bid meeting will be held at 3:30 PM local time on October 25, 2017 at 469 Parkway Drive, Lexington, KY.

END OF SECTION



PART II
INFORMATION FOR BIDDERS

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PART II
INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The Lexington-Fayette Urban County Government (herein called the OWNER) invites bids from firms on the project described in the Advertisement for Bids. The OWNER will receive bids at the Division of Purchasing, at the time and in the manner set forth in the Advertisement for Bids, and the Bids will then be publicly opened and read aloud. The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual time and date of the bid opening, but OWNER may, in its sole discretion, release any bid and return the Bid Security prior to that date.

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

2. PREPARATION OF BID

Each bid must be submitted on the prescribed Form of Proposal. All blank spaces for the bid prices must be filled in, either in ink or typewritten, for both unit prices and extensions. Totals for each bid item must be added to show the total amount of the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, their address, the name of the project, the invitation number and time and date for which the bid is submitted. Bids must be addressed to the Director of Purchasing, Lexington-Fayette Urban County Government, Third Floor, 200 East Main Street, Lexington, Kentucky 40507. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified above.

3. SUBCONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the OWNER. All proposed subcontractors must be identified on the Form of Proposal. Prior to the award of Contract, the OWNER or the OWNER'S representative will advise the CONTRACTOR of the acceptance and approval thereof or of any action necessary to be taken. Should any Subcontractor be rejected by the OWNER, the CONTRACTOR shall present a new name and/or firm to the OWNER at no change in the Contract Price.

4. QUALIFICATION OF BIDDER

The OWNER may make such investigations as the OWNER deems necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the OWNER that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. Conditional bids will not be accepted.

In evaluating Bids, OWNER shall consider the qualifications of the BIDDERS, whether or not the Bids comply with the prescribed requirements, and alternatives and unit prices, as requested. OWNER may consider maintenance requirements, performance data, and disruption or damage to private property. It is OWNER'S intent to accept alternatives, if requested by the bid forms, in the order in which they are listed in the Bid Form but OWNER may accept or decline them in any order or combination. The contract, if awarded, will be awarded to the lowest, qualified, responsible BIDDER based upon OWNER'S evaluation which indicates that the award will be in the best interest of OWNER and the general public.

In the event there is any question as to the bidder's qualifications and ability to complete the work, a final determination will be made in accordance with a fair evaluation by the Urban County Government of the above listed elements.

- A. If the OWNER requires filling out a detailed financial statement, the bidder may provide its current certified financial statement(s) for the required time interval.
- B. Corporate firms are required to be registered and in good standing with the requirements and provisions of the Office of the Secretary of State, Commonwealth of Kentucky.
- C. Good standing with Public Works Act - any CONTRACTOR and/or subcontractors in violation of any wage or work act provisions (KRS 337.510 to KRS 337.550) are prohibited by Statutory Act (KRS 337.990) from bidding on or working on any and all public works contracts, either in their name or in the name of any other company, firm or other entity in which he might be interested. No bid from a prime contractor in violation of the Act can be considered, nor will any subcontractor in violation of the Act be approved and/or accepted. The responsibility for the qualifications of the subcontractor is solely that of the prime contractor.
- D. Documents Required of CONTRACTOR - (1) A sworn statement signed by the President or owner of the Company regarding all current work in progress anywhere; (2) A document showing the percent of completion of each project and the total worth of each project; and (3) Documentation showing the percentage of the DBE employment levels on each project of the Bidder's current work force, and DBE participation levels for Subcontractors.

- E. Optional OWNER Requirements - The OWNER, at its discretion, may require the BIDDER/CONTRACTOR to provide: (1) a current detailed financial statement for a period including up to 3 prior years; (2) financial security or insurance in amounts and kinds acceptable to the OWNER to meet the financial responsibility requirements for the CONTRACTOR to indemnify the OWNER. (3) Additional information and/or DBE work force data, as well as DBE participation data.

Each bidder agrees to waive any claim it has or may have against the Owner, the Consultant, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

5. BID SECURITY

- A. Each bid must be accompanied by a bid bond prepared on a Form of Bid Bond and attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the OWNER, in the amount of 5% of the bid. Such bid bond will be returned to the unsuccessful bidder(s) only upon written request to the Director of Central Purchasing within seven (7) days of opening of bids. Bid bond shall be made payable to the Lexington-Fayette Urban County Government. Bid security is not required for projects under \$50,000.
- B. Bonds shall be placed with an agent licensed in Kentucky with surety authorized to do business within the state. When the premium is paid for such coverage, the full commission payable shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay **\$2000.00** per day as liquidated damages, or the sum as specified in the Contract for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider Federal, State and Local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Consultant of all conflicts, errors or discrepancies in the Contract Documents.
- B. Bidders should examine the requirements of section 4 of the General Conditions for information pertaining to subsurface conditions, underground structures, underground facilities, and availability of lands, easements, and rights-of-way. The completeness of data, presented in the Contract Documents, pertaining to subsurface conditions, underground structures, and underground facilities for the purposes of bidding or construction is not assured. The Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface and subsurface) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. On request in advance, OWNER will provide access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this paragraph 8; that without exception the Bid is premised upon furnishing and performing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Director of Central Purchasing, who in turn will have an Addendum issued for the Lexington-Fayette Urban County Government, and to be given consideration must be received prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications. Acknowledgement of the receipt of addenda must be included with all submitted bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

10. SECURITY FOR FAITHFUL PERFORMANCE

- A. Simultaneously with his delivery of the executed Contracts, the CONTRACTOR shall furnish a surety bond or bonds as security for the faithful performance of this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER and authorized to do business in the Commonwealth of Kentucky.
- B. All bonds required by this Contract and laws of this State shall be placed with agents licensed in the State of Kentucky. When the premium is paid for such coverage's, the full commission shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.
- C. **Contractor shall use standard Performance and Payment Bond forms such as documents provided with this contract book or AIA form A312-1984 (or later). Each document will be for 100% of the Contract Bid Amount.**

11. POWER OF ATTORNEY

Attorney-in-fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12. TAXES AND WORKMEN'S COMPENSATION

The CONTRACTOR and subcontractor will be required to accept liability for payment of all payroll taxes, sales and use tax, and all other taxes or deductions required by local, state or federal law, such as old age pension, social security, or annuities measured by wages. Each shall carry Workmen's Compensation Insurance to the full amounts as required by Statutes and shall include the cost of all foregoing items in the proposal. The CONTRACTOR will not otherwise be reimbursed or compensated for such tax payments. The CONTRACTOR is urged to ascertain at his own risk his actual tax liability in connection with the execution or performance of his Contract.

13. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the contract, the same as though herein written out in full.

14. EROSION AND SEDIMENT CONTROL AND PERMITS

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall also comply with all applicable federal, state, and local environmental

regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits as described in Part 4 General Conditions Paragraph 5.17.

15. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES

Federal wage rates and regulations, if required for this Project, will be as described in the Special Conditions and appendices.

16. AFFIRMATIVE ACTION PLAN

The successful Bidder must submit with their bid, the following items to the Urban County Government:

1. Affirmative Action Plan of the firm
2. Current Work Force Analysis Form
3. Good Faith Effort Documentation
4. List of Disadvantaged Business Enterprise Subcontractors and the Dollar Value of each Subcontract

A Work Force Analysis Form shall be submitted for each Contract. Failure to submit these items as required herein may result in disqualification of the Bidder from award of the Contract.

All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, Third Floor
Lexington, KY 40507

17. CONTRACT TIME

The number of calendar days within which the Work is to be substantially completed and ready for final payment (the Contract Time) is set forth in the Form of Proposal and the Agreement.

18. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the CONTRACTOR if acceptable to the CONSULTANT and

OWNER, application for such acceptance will not be considered by the CONSULTANT and OWNER until after the effective date of the Agreement. The procedure for submission of any such application by the CONTRACTOR and consideration by the CONSULTANT and OWNER is set forth in the General Conditions.

19. ALTERNATE BIDS

Bidders shall submit alternate bids/proposals only if and when such alternate bids/proposals have been specifically requested in an Invitation for Bids. If alternate bids/proposals are requested in an Invitation for Bids, the form of submission of such alternate bid and the conditions under which such alternate bids will be considered for award of a contract will be established in the Invitation.

Any Bidder who submits a bid incorporating an alternate proposal when alternate bids/proposals have not been requested in the Invitation for Bids shall have his/her bid rejected as non-responsive.

Any Bidder who submits a bid incorporating two (2) or more prices for an item or groups of items (unless such method of pricing is requested in the Invitation for Bids), or which imposes conditions for acceptance other than those established in the Invitation for Bids, shall have their bid rejected as non-responsive.

20. SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds, Certificate of Insurance, and Power of Attorney. The OWNER will deliver one fully signed counterpart to CONTRACTOR at such time as it has been signed by the Mayor.

21. ASSISTANCE TO BE OFFERED TO DISADVANTAGED BUSINESS ENTERPRISE (MWDBE) CONTRACTORS

A. Outreach for MWDBE(s)

The Lexington-Fayette Urban County Government (LFUCG) maintains a database of MWDBE contractors and organizations. When a LFUCG construction project is advertised for bidding, notices are sent to companies registered at <https://lexingtonky.ionwave.net>. The notices describe the project and indicate the deadline for submitting bids.

If you wish to be added to the LFUCG MWDBE contractor database, please contact:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov

B. Bid Bond Assistance for MWDBE(s)

For those MWDBE contractors who wish to bid on LFUCG project, bid bond assistance is available. This bid bond assistance is in the form of a "Letter of Certification" which is accepted by the LFUCG's Division of Purchasing, in lieu of a bid bond. The "Letter of Certification" must be included in the bid package when it is submitted to the Division of Purchasing. The "Letter of Certification" will reference the specific project for which the bid is being submitted, and the time and date on which the bid is due. Bid bond assistance must be requested from the Lexington-Fayette Urban County Government's Division of Central Purchasing.

C. Eligibility for Bid Bond Assistance for MWDBE(s)

In order to be eligible for any Bid bonding assistance, a MWDBE construction company must be owned or controlled at the level of 51% or more by a member or members of a minority group or females. Prior to receiving assistance, a statement providing evidence of ownership and control of the company by a member or members of a minority group or females must be signed by the Owner or corporate officer and by an attorney or accountant submitted to:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov

D. MWDBE Subcontractors

The LFUCG will, upon request, assist prime contractors in the procurement of eligible DBE subcontractors in an effort to achieve 10% minimum MWDBE goal.

For a list of eligible subcontractors, please contact:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

22. LFUCG NON-APPROPRIATION CLAUSE

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

END OF SECTION

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PART III

Invitation to Bid No. 119-2017

Gainesway, Kirklevington and Mount Tabor Park Improvements

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 11-2-17

The following Form of Proposal shall be followed exactly in submitting a proposal for this Work.

This Proposal Submitted by Pro Landscape Group, Inc.
209 Ridgeway Dr. Richmond, KY 40475
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of KT, doing business as Pro Landscape Group, Inc.
"a corporation," "a partnership", or an "individual" as applicable.

To: Lexington-Fayette Urban County Government
(Hereinafter called "OWNER")
Office of the Director of Purchasing
200 East Main Street, 3rd Floor
Lexington, KY 40507

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for **Gainesway, Kirklevington and Mount Tabor Park Improvements** having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part. The OWNER will issue work orders for work to be performed under this Contract.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Insert above the number and the date of any Addendum issued and received. If none has been issued and received, the word "NONE" should be inserted.

2. LEGAL STATUS OF BIDDER

Bidder Pro Landscape Group, Inc.

Date 11-1-17

* 1. A corporation duly organized and doing business under the laws of the State of KY, for whom Marvin Feldpausch, bearing the official title of President, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.

* 2. A Partnership, all of the members of which, with addresses are: (Designate general partners as such)

~~_____~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~

* 3. An individual, whose signature is affixed to this Bid/Proposal (please print name)

~~_____~~
~~_____~~

*(The Bidder shall fill out the appropriate form and strike out the other two.)

3. **BIDDERS AFFIDAVIT**

Comes the Affiant, Marvin Feldpausch, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Marvin Feldpausch and he/she is the individual submitting the bid or is the authorized representative of P10 Landscape Group, Inc., the entity submitting the bid (hereinafter referred to as "Bidder").
 2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
 3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
 4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
 5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
 6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
 7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.
- Further, Affiant sayeth naught.

[Signature]
(Affiant)

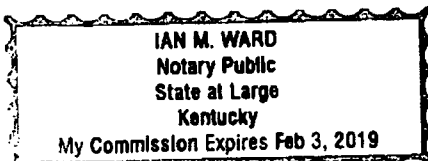
STATE OF KENTUCKY

COUNTY OF MADISON

The foregoing instrument was subscribed, sworn to and acknowledged before me by

MERVIN FELDPAUSCH on this the 9TH day of NOVEMBER, 2017.

My Commission expires: FEB 3, 2019



[Signature]
NOTARY PUBLIC, STATE AT LARGE

4. BID SCHEDULE - SCHEDULE OF VALUES

The Bidder agrees to perform **all the Work** described in the Specifications and **shown on the Plans** for the following proposed lump sum **and/or unit prices**, if applicable, which shall include the **furnishing of all labor, materials, supplies, equipment and/or vehicle usage, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved, within the time set forth herein.** If unit prices are applicable, Bidder **must make the extensions and additions showing the total amount of bid.**

Form of proposal must include unit bid prices written in words, unit price written in numbers and total amount bid (unit price x quantity) per line item OR bid may be considered non-responsive. In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

If a discrepancy between the unit price and the item total exists, the unit price prevails except:

If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

For a lump sum based bid, the item total is the bid amount the Division uses for bid comparison.

For a unit price based bid, the sum of the item totals is the bid amount the Division uses for bid comparison.

The LFUCG reserves the right to accept either base bid or base bid plus any combination of alternates, in the best interest of the government.

The LFUCG's decision on the bid amount is final.

Item No.	Description w/Unit Bid Price Written in Words	Unit	Total Bid Amount
1.	Base Bid - At Gainesway Park, demolish four (4) existing tennis courts and all existing fencing, reconstruct two (2) new courts. Scope includes new galvanized perimeter fencing as drawn on plans, painting of all posts, new galvanized fence fabric and grading & seeding of remaining lawn area. At Kirklevington Park, demolish the existing basketball court, reconstruct court, color coat and restripe. Scope includes removing, storing and reinstalling the existing concrete basketball goals and installing new backboards and rims at regulation height. At Mount Tabor Park, construct approximately 1450 LF of new 8 ft. wide paved asphalt trail including subdrainage as indicated on plans. All work shall follow contract plans and specs for <u>Two hundred nineteen thousand two</u> <u>hundred nineteen</u> Dollars <u>90</u> Cents	LS	<u>\$219,219.90</u>

Item No.	Description w/Unit Bid Price Written in Words	Unit	Total Bid Amount
2.	Additive Alternate 1 - At Gainesway Park, replace galvanized chain link fencing with black vinyl-coated chain link fencing for <u>Four thousand five hundred</u> Dollars <u>0</u> Cents	LS	\$ <u>4500.00</u>
3.	Additive Alternate #2 - At Kirklevington Park, mill existing tennis courts, repave, color coat, stripe, supply and install new net per specifications. Adjacent pickleball courts shall remain and be protected from damage during work. All posts around both tennis and pickleball courts to be painted and new galvanized chain link fence installed for <u>Seventy five thousand</u> Dollars <u>0</u> Cents	LS	\$ <u>75,000.00</u>
4.	Additive Alternate #3 - At Kirklevington Park, replace galvanized chain link fencing with black vinyl-coated chain link fencing for <u>Four thousand</u> Dollars <u>0</u> Cents	LS	\$ <u>4,000.00</u>
5.	Additive Alternate #4 - At Gainesway Park, demolish and rebuild concrete sidewalks and asphalt trail as indicated on plans for <u>Nineteen thousand</u> Dollars <u>0</u> Cents	LS	\$ <u>19,000.00</u>
6.	Additive Alternate #5 - At Mount Tabor Park, demolish existing picnic shelter and install new Owner-supplied picnic shelter. Scope includes assembly and construction of shelter, concrete footers, a new concrete pad and sidewalk/trail connections as shown on plans. All work shall follow contract plans and specifications for <u>Thirty three thousand</u> Dollars <u>0</u> Cents	LS	\$ <u>33,000.00</u>
7.	Additive Alternate #6 - At Gainesway Park, install Owner-supplied fitness equipment and site amenities as shown on plans for <u>Fifty thousand</u> Dollars <u>0</u> Cents	LS	\$ <u>50,000.00</u>

TOTAL OF ALL BID PRICES FOR Gainesway, Kirklevington and Mount Tabor Park Improvements Project (Items 1 through 7) in words and figures. In case of discrepancy, the amount shown in words will govern.

Four hundred four thousand seven hundred nineteen
dollars and ninety Cents (\$ 404,719.90).

Submitted by:

Pro Landscape Group, Inc.
Firm

209 Ridgeway Dr.
Address

Richmond, KY 40475
City, State & Zip

**Bid must be signed:
(original signature)**

 Pres.
Signature of Authorized Company Representative – Title

Marvin Feldpausch
Representative/s Name (Typed or Printed)

859-200-1481 859-626-2802
Area Code – Phone – Extension Fax #

marvin97lie@yahoo.com
E-Mail Address

OFFICIAL ADDRESS:

209 Ridgeway Dr.
Richmond, KY 40475

(Seal if Bid is by Corporation)

By signing this form you agree to ALL terms, conditions, and associated forms in this bid package

LIST OF UNIT PRICES

The following List of Unit Prices is required by the Owner to be completely executed and submitted with each Bidder's Proposal. Each unit price shall include the furnishing of all labor, materials, supplies and services, and shall include all items of cost, overhead and profit for the Contractor and any Sub-Contractors involved, and shall be used uniformly, without modification, for either additions or deductions from the Bid. These unit prices as established shall also be used to determine the equitable adjustment of the Contract Price in connection with changes, or extra work performed under the Contract. The "Rules of Measurement" set forth in the Special Conditions shall govern where volume units are concerned.

DESCRIPTION OF WORK	UNIT PRICE	
1. Asphalt paving, Class 1 base	<u>21.17</u>	sy
2. Asphalt paving, Class 1 surface	<u>21.17</u>	sy
3. 4" 4000psi Concrete paving (sidewalk)	<u>67.50</u>	sy
4. Site Grading	<u>20.00</u>	cy
5. 6" HDPE Sched 40 pipe	<u>5.00</u>	lf
6. Demolish asphalt pavement	<u>5.00</u>	sy
7. Excavation	<u>20.00</u>	cy
8. Seed & cover	<u>.08</u>	sf
9. Court Striping 4" wide	<u>1.25</u>	lf
10. Court Striping 2" wide	<u>1.00</u>	lf
11. Rock removal	<u>125.00</u>	cy
12. #57 crushed stone	<u>42.30</u>	tn
13. Dense grade aggregate	<u>42.50</u>	tn
14. 4" HDPE perforated pipe	<u>4.00</u>	lf
15. 10' Ht. Galv. Chainlink fencing, Installed	<u>86.00</u>	lf
16. 10' Ht. Vinyl Coated black. Chainlink, Installed	<u>94.00</u>	lf
17. #5 Reinforcing Steel bar	<u>.70</u>	lb
18. Elastomeric Sealing Compound	<u>7.00</u>	lf
19. Silt Fence	<u>1.75</u>	lf
20. Chain Link Fence Gate	<u>475.00</u>	ea
21. Tennis Court Coating	<u>8.50</u>	sy
22. Tennis Post w/sleeve & Net Package	<u>2,300.00</u>	ea

5. **STATEMENT OF BIDDER'S QUALIFICATIONS**

The following statement of the Bidder's qualifications is required to be filled out and submitted with the Proposal:

1. Name of Bidder: Pro Landscape Group, Inc.
2. Permanent Place of Business: 209 Ridgeway Dr. Richmond, KY 40475
3. When Organized: 2011
4. Where Incorporated: 2011
5. Construction Plant and Equipment Available for this Project:
Skid Loader, Excavator, Trailers (enclosed & flatbed)
Trucks (flatbed & heavy duty)
Hand Tools, Power Tools, Wheel Barrow (hand & powered)
Containers, Loaders, Safety
All necessary tools to complete

(Attach Separate Sheet If Necessary)

6. **Financial Condition:**

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.

7. **In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:**

Western Surety (up to \$400,000) per company approved (Surety)
Signed: [Signature] for Western Surety (Representative of Surety)

8. **The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).**

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Wal-Mart	Murfreesboro, TN	\$314,000.00
Wal-Mart	Murfreesboro, TN	\$290,000.00

9. The Bidder has now under contract and bonded the following projects:

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>

10. List Key Bidder Personnel who will work on this Project.

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
Darin DeShon	Superintendent	5
Marvin Feldhausen	Owner/Field Supervisor	20

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we may be required to submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers, office management and field management personnel. Additionally, if requested by the OWNER, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the OWNER).

6. **LIST OF PROPOSED SUBCONTRACTORS**

The following list of proposed subcontractors is required by the OWNER to be executed, completed and submitted with the BIDDER'S FORM OF PROPOSAL. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of bid.

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u> <u>Yes/No</u>	<u>% of Work</u>
1. <u>Fence</u>	Name: <u>Eads Fence</u> Address: <u>109 Pin Oak Dr. Bury KY</u>	<u>No</u>	<u>98</u>
2. <u>Paving</u>	Name: <u>Jenkins + Orange</u> Address: <u>1402 Danville Loop Rd 40356</u>	<u>No</u>	<u>100 80</u>
3. <u>Sealing/Striping/Courts</u>	Name: <u>Tenn's Technology</u> <u>P.O. Box 19704</u> Address: <u>8 LOUISVILLE KY 40259</u>	<u>NO</u>	<u>98</u>
4. <u>Silt Fence</u>	Name: <u>Tobacco Rose</u> Address: <u>Lexington</u>	<u>No</u>	<u>100</u>
5. _____	Name: _____ Address: _____	_____	_____
6. _____	Name: _____ Address: _____	_____	_____
7. _____	Name: _____ Address: _____	_____	_____

(Attach additional sheet(s) if necessary.)

7. LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT MWDBE PARTICIPATION GOALS, FORMS, AND GOOD FAITH EFFORTS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) and Veteran-Owned Small Business (VOSB) Enterprises as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) The LFUCG has also established a 3% of total procurement costs as a Goal for participation of Veteran-Owned Small Businesses.
- 4) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned subcontractors or Veteran-Owned and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned and operated by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

- a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.
- j. Provided the interested MWBDE firm and/or Veteran-Owned businesses with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough

investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

"A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises..."

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

"A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for

professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015."

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shirle Hawkins UK SBDC	smack@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Byne	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Sheila Eagle	Sheila.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwbooc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428

Statement of Good Faith Efforts

Pro Landscape Group, Inc.

209 Ridgeway Drive

Richmond, KY 40475

Sir or Madam,

Pro Landscape Group has made efforts to qualify and obtain bids from and use MWDBE and Veteran owned businesses.

However, limited time to do so was an issue. We were not aware of the job opportunity until 10-25-17.

See attached and email where I shared job info with a MBE. I have not heard back as of this writing, 2 hours before bid opening.

Thank you,


Marvin Feldpausch

Pro Landscape Group, Inc.

Direct/Mobile/Text: 859-200-1481

Compose Search Archive Move Delete More Collapse All Home

Addendum 01: LFUCG - Gainesway Kirklevington & Mount Tabor Park Improvements (5) People

Lynn Imaging Planroom To: Lynn Imaging Planroom <lynnimaging@lynnimaging.com> Monday, March 13, 2017

marvin.feldpausch <marvin97li@yahoo.com> To: Lynn Imaging Planroom <lynnimaging@lynnimaging.com> Monday, March 13, 2017

Matt,
See attached addendum with wage scales at the end.
I will send a link with the drawings, if you have ever used Lynn Imaging it's on there site also.
Thank you,
Marvin Feldpausch
Pro Landscape Group, Inc.
Direct/Mobile/Text: 859-200-1481
209 Ridgeway Drive
Richmond, KY 40475

01-30-17 Reply Reply to All Forward More

marvin.feldpausch <marvin97li@yahoo.com> To: Lynn Imaging Planroom <lynnimaging@lynnimaging.com> Monday, March 13, 2017

Matt,
Please see attached addendum for the park job in Lex. It has the wage rates for the job. I will forward you the link for LYNN Imaging site to view plans, if you have ever looked at drawings on LYNN then you know what to do. If not give Darin or myself a call and we can walk you through it.
Thank you,
Marvin Feldpausch
Pro Landscape Group, Inc.
Direct/Mobile/Text: 859-200-1481
209 Ridgeway Drive
Richmond, KY 40475

01-30-17 Reply Reply to All Forward More

marvin.feldpausch <marvin97li@yahoo.com> To: Lynn Imaging Planroom <lynnimaging@lynnimaging.com> Monday, March 13, 2017

Sent from my iPad

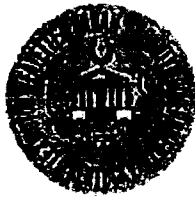
Begin forwarded message:

▶ Show original message

Reply Reply to All Forward More

marvin.feldpausch <marvin97li@yahoo.com> To: Joe <jscott@joescottinc.com> Monday, March 13, 2017

Joe,
This link is for the Addendum. Once you are in you can click view plans at the top of the Lynn Imaging site, you will see a tab at the top of the page that says view drawings. Please call Darin or me if you have any questions. The job bids tomorrow so I can get your number today would be nice.
Thank you,
Marvin Feldpausch
Pro Landscape Group, Inc.
Direct/Mobile/Text: 859-200-1481



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 119-2017

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. Failure to submit a completed form may cause rejection of the bid.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

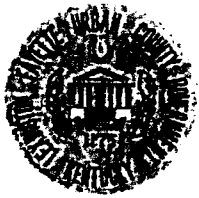
The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Pro Landscape Group, Inc.
Company

11-2-17
Date

Marvin Feldgauseh
Company Representative

President
Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 119-2017

The substituted MWDBE and/or Veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. Failure to submit this form may cause rejection of the bid.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Pro Landscape Group, Inc
Company

11-2-17
Date

Marvin Feldpausch
Company Representative

President
Title

**MWDBE QUOTE SUMMARY FORM**Bid/RFP/Quote Reference # 119-2017

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project.

Company Name <u>Pro Landscape Group, Inc.</u>	Contact Person <u>Marvin Feldpausch</u>
Address/Phone/Email <u>209 Ridgeway Drive</u> <u>Richmond, KY 40475</u>	Bid Package / Bid Date <u>marvin97@yahoo.com</u> <u>119-2017, 11-2-17</u>

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Pro Landscape Group, Inc.
Company
11-2-17
Date

Marvin Feldpausch
Company Representative
President
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 119-2017

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID: <u>27-4558807</u>	Contact Person: <u>Marvin Feldpausch</u>

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Pro Landscapes Group, Inc.
Company
11-2-17
Date

Marvin Feldpausch
Company Representative
President
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 119-2017

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

7 ☒ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

☐ Included documentation of advertising in the above publications with the bidders good faith efforts package

☐ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

☐ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

☐ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

☒ requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

☐ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

☐ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

☐ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

☐ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

☐ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work

items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

☒ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Pro Landscape Group, Inc.

Company
11-2-17

Date

Martin Feldpausch

Company Representative
President
Title

8. **AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION, NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing:

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State _____ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky _____. Check the statement applicable.
6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Marvin Feltpausch

POSITION/TITLE: President / Field Supervisor

STATEMENT OF EXPERIENCE: Graduated of ECU 1998

20 years - Landscape Construction, Site Work related items
Landscape Construction / Site work contracts exceeding \$300K

NAME OF INDIVIDUAL: DARIN DESHON

POSITION/TITLE: SUPERINTENDENT

STATEMENT OF EXPERIENCE: WORKER FOR BEX CONSTRUCTION LAST 7 yrs.

RENOVATED LDS CHURCH 1.5 MILLION. RENOVATED NEW

LEXINGTON LIBRARY ON PULMONO DR. 3 MILLION JUST FINISHED.

39 APARTMENTS & CDC EASTMAN SCHOLAR HOUSE ON ECU CAMPUS
8.5 MILLION.

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

* Include all officers, office management's, Affirmative Action officials, and field management personnel. (Attach separate sheets if necessary.)

10. EQUAL OPPORTUNITY AGREEMENT

The Law

- * Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- * Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- * Section 503 of the Rehabilitation Act of 1973 States:
The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.
- * Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- * Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors, and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractor may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of
to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.

Michelle Atkinson has been appointed Equal Employment Compliance (EEOC) Officer and shall be available for counseling, answering of questions in regards to this company policy, and to hear any complaints of discrimination. The EEOC Office may be reached by calling 259-338-3149.

Signature: M. W. J.
(Bidding Contractor)

Title: President
Date: 11-2-17



LEXINGTON

EQUAL OPPORTUNITY AGREEMENT

The Law

•Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40 and over) or national origin.

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I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veterans, disability and aged persons.

Signature

Pro Landscape Group, Inc.

Name of Business

Responsibilities of the Equal Employment Opportunity Manager:

The Personnel Manager has the responsibility for designing and ensuring the effective implementation of PLG, Inc.'s company's Affirmative Action Program (AAP). These responsibilities include, but are not limited to, the following:

1. Developing Equal Employment Opportunity (EEO) policy statements, affirmative action programs and internal and external communication procedures;
2. Assisting in the identification of AAP/EEO problem areas;
3. Assisting management in arriving at effective solutions to AAP/EEO problems;
4. Designing and implementing an internal audit and reporting system that:
 - a. Measures the effectiveness of PLG, Inc. company's program;
 - b. Determines the degree to which AAP goals and objectives are met; and
 - c. Identifies the need for remedial action;
5. Keeping PLG, Inc. company's General Manager informed of equal opportunity progress and reporting potential problem areas within the company through quarterly reports;
6. Reviewing the company's AAP for qualified minorities and women with all managers and supervisors at all levels to ensure that the policy is understood and is followed in all personnel activities;
7. Auditing the contents of the company's bulletin board to ensure compliance information is posted and up-to-date; and
8. Serving as liaison between PLG, Inc. company's and enforcement agencies.

Responsibilities of Managers and Supervisors:

It is the responsibility of all managerial and supervisory staff to implement PLG, Inc. company's AAP. These responsibilities include, but are not limited to:

1. Assisting in the identification of problem areas, formulating solutions, and establishing departmental goals and objectives when necessary;
2. Reviewing the qualifications of all applicants and employees to ensure qualified individuals are treated in a nondiscriminatory manner when hiring, promotion, transfer, and termination actions occur; and
3. Reviewing the job performance of each employee to assess whether personnel actions are justified based on the employee's performance of his or her duties and responsibilities.

Internal Audit and Reporting System:

The Personnel Manager has the responsibility for developing and preparing the formal documents of the AAP. The Personnel Manager is responsible for the effective implementation of the AAP; however, responsibility is likewise vested with each department manager and supervisor. PLG, Inc. company's audit and reporting system is designed to:

- Measure the effectiveness of the AAP/EEO program;
- Document personnel activities;
- Identify problem areas where remedial action is needed; and
- Determine the degree to which PLG, Inc. company's AAP goals and objectives have been obtained.

The following personnel activities are reviewed to ensure nondiscrimination and equal employment opportunity for all individuals without regard to their race, color, sex, sexual orientation, gender identity, religion, or national origin:

- Recruitment, advertising, and job application procedures;
- Hiring, promotion, upgrading, award of tenure, layoff, recall from layoff;
- Rates of pay and any other forms of compensation including fringe benefits;
- Job assignments, job classifications, job descriptions, and seniority lists;
- Sick leave, leaves or absence, or any other leave;
- Training, apprenticeships, attendance at professional meetings and conferences; and
- Any other term, condition, or privilege of employment.

The following documents are maintained as a component of PLG, Inc. company's internal audit process:

1. An applicant flow log showing the name, race, sex, date of application, job title, interview status and the action taken for all individuals applying for job opportunities;
2. Summary data of external job offers and hires, promotions, resignations, terminations, and layoffs by job group and by sex and minority group identification;
3. Summary data of applicant flow by identifying, at least, total applicants, total minority applicants, and total female applicants for each position;
4. Maintenance of employment applications (not to exceed one year); and
5. Records pertaining to PLG, Inc. company's compensation system.

Action-Oriented Programs:

PLG, Inc. company has instituted action programs to eliminate identified problem areas and to help achieve specific affirmative action goals. These programs include:

1. Conducting annual analyses of job descriptions to ensure they accurately reflect job functions;
2. Reviewing job descriptions by department and job title using job performance criteria;
3. Making job descriptions available to recruiting sources and available to all members of management involved in the recruiting, screening, selection and promotion processes;
4. Evaluating the total selection process to ensure freedom from bias through:
 - a. Reviewing job applications and other pre-employment forms to ensure information requested is job-related;
 - b. Evaluating selection methods that may have a disparate impact to ensure that they are job-related and consistent with business necessity;
 - c. Training personnel and management staff on proper interview techniques; and
 - d. Training in EEO for management and supervisory staff;
5. Using techniques to improve recruitment and increase the flow of minority and female applicants. PLG, Inc. company presently undertakes the following actions:
 - a. Include the phrase "Equal Opportunity/Affirmative Action Employer" in all printed employment advertisements;
 - b. Place help wanted advertisement, when appropriate, in local minority news media and women's interest media;
 - c. Disseminate information on job opportunities to organizations representing minorities, women and employment development agencies when job opportunities occur;
 - d. Encourage all employees to refer qualified applicants;
 - e. Actively recruit at secondary schools, junior colleges, colleges and universities with predominantly minority or female enrollments; and
 - f. Request employment agencies to refer qualified minorities and women;
6. Hiring a statistical consultant to help PLG, Inc. company perform a self-audit of its compensation practices; and
7. Ensuring that all employees are given equal opportunity for promotion. This is achieved by:

a. Posting promotional opportunities;

b. Offering counseling to assist employees in identifying promotional opportunities, training and educational programs to enhance promotions and opportunities for job rotation or transfer; and

c. Evaluating job requirements for promotion.

Guidelines on Discrimination Because of Religion or National Origin:

It is the policy of PLG, Inc. to take affirmative action to insure that applicants are employed, without regard to their religion or national origin. Such action includes, but is not limited to the following employment practices: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training.

Employment practices have been reviewed to determine whether members of the various religions and/or ethnic groups are receiving fair consideration for job opportunities. Attention has been directed toward executive and middle management levels.

1. The policy concerning PLG, Inc. obligation to provide equal employment opportunity without regard to religion or national origin is communicated to all employees via employee handbooks, policy statement and the Affirmative Action Program.

2. Internal procedures have been developed in this program to insure that PLG, Inc. obligation to provide equal employment opportunity without regard to religion or national origin is being fully implemented. [LIST PROCEDURES]

3. Employees are informed at least annually of PLG, Inc. commitment to equal employment opportunity for all persons, without regard to religion or national origin.

4. Recruiting sources have been informed of our commitment to provide equal employment opportunity without regard to religion or national origin.

5. Employment records of all employees are reviewed to determine the availability of promotable and transferable employees.

6. Contacts with religious and ethnic organizations will be made for purposes of advice, education, technical assistance and referral of potential employees as necessary to accomplish the purpose of this program.

7. PLG, Inc. engages in recruitment activities at educational institutions with substantial enrollments of students from various ethnic and religious groups.

8. Ethnic and religious media may be used for employment advertising.

Reasonable accommodations to the religious observances and practices of employees or prospective employees will be made, unless doing so would result in undue hardship. In determining whether undue hardship exists, factors such as the cost to the company and the impact on the rights of other employees would be considered.

PLACEMENT GOALS: ANALYSIS OF AFFIRMATIVE ACTION PROGRAM PROGRESS
CURRENT YEAR AAP

Job Group	Minority	Female	Goal Placement Rate (%)	Actual Placement Rate (%)	Analysis of Good Faith Efforts
Service/ Maintenance	1	0	50%	50%	
Clerical	0	1	50%	50%	
Supervisor	0	0	25%	0%	
Administrator	0	0	25%	0%	

Note: This sample AAP is an illustrative model provided by the Office of Federal Contract Compliance Programs (OFCCP), <https://www.dol.gov/ofccp/regs/compliance/AAPs/AAPs.htm>

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped, and aged persons.

M. W. F.
Signature

Pro Landscape Group, Inc.
Name of Business

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

The Kentucky equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any count, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contract will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities – Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment*

practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor – Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 – 45.640.*
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions quoted above to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

11. **EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY**

It is the policy of Pro Landscape Group, Inc.

to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.

12.

WORKFORCE ANALYSIS FORM

Name of Organization: Pro Landscape Group, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	1	1															
Professionals																	
Superintendents	1	1															
Supervisors	1	1															
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical	1		1														
Skilled Craft																	
Service/Maintenance	2	1				1											
Total:																	

Prepared by: Marvin Feldpausch, PresidentDate: 10/31/17

(Name and Title)

13. EVIDENCE OF INSURABILITY

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT (Use separate form for each Agency or Brokerage agreeing to provide coverage)

Names Insured:

Pio Landscape Group, Inc.

Employee ID: 27-455-8807

Address:

209 Ridgeway Dr. Richmond, KY 40475

Phone: 859-686-8807

Project to be insured:

Kirkcristen, Mt. Taber, Cainsway

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions:

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 - see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ 2,000,000	Auto Owners		
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000 per occ.	\$ 2,000,000	Auto Owners		
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/ endorsement as noted	\$ 500,000.00	Auto Owners		

Section 2 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting.

Agency or Brokerage:

Schmidt Insurance
New LaGrange Rd / 7401 S. York Ave

Name of Authorized Representative
Marvin Telprausky

Street Address

New LaGrange Rd

Title

President

City

Louisville

State

KY

Zip

40002

Authorized Signature

M. W. 2

Telephone Number

500-429-0477

Date

11-2-17

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.

IMPORTANT: Contract may not be awarded if a completed and signed copy of this form for all coverage's listed above is not provided with the bid.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 63411908

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Michael Leonard Schmidt

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Pro Landscape Group, Inc.

Obligee: Lexington Fayette Urban County Government

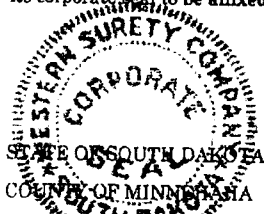
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 63411908 is not issued on or before midnight of February 7th, 2018, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 9th day of November, 2017.

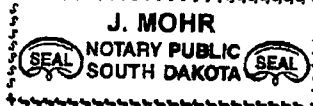


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 9th day of November, in the year 2017, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 9th day of November, 2017.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

BID BOND
(Percentage)

Bond No. 63411908

KNOW ALL PERSONS BY THESE PRESENTS, That we Pro Landscape Group, Inc.
of 209 Ridgeway Drive, Richmond, KY 40475

_____, hereinafter referred to as the Principal, and
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto Lexington Fayette Urban County Government

xx _____, hereinafter referred to as the Obligee, in the amount of
Five Percent of the Amount Bid

(5%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for _____
Gainesway, Kirklovington and Mount Tabor Park Improvements

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the
damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 9th day of November, 2017

Principal

Pro Landscape Group, Inc.

BY: *A. W. Z*

Surety

WESTERN SURETY COMPANY

BY: *Michael Leonard Schmidt*
Michael Leonard Schmidt, Attorney-in-Fact

14. DEBARRED FIRMS

PROJECT NAME: _____

BID NUMBER: _____

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY**

All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

All bidders shall complete the attached certification in duplicate and submit both copies to the Owner with the bid proposal. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development, within fourteen (14) days after bid opening.

The undersigned hereby certifies that the firm of _____ has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.

Name of Firm Submitting Bid

Signature of Authorized Official

Title

Date

14. DEBARRED FIRMS

PROJECT NAME: Gainesway, Kinklevington, Mt. Tabor

BID NUMBER: 119-2017

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY

All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

All bidders shall complete the attached certification in duplicate and submit both copies to the Owner with the bid proposal. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development, within fourteen (14) days after bid opening.

The undersigned hereby certifies that the firm of Pro Landscape Group, Inc. has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.

Pro Landscape Group, Inc.
Name of Firm Submitting Bid

[Signature]
Signature of Authorized Official

President
Title

11-2-17
Date

15. DEBARMENT CERTIFICATION

All contractors/subcontractors shall complete the following certification and submit it with the bid proposal.

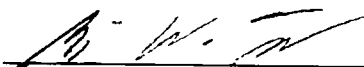
The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
 - a) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
 - c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: Pro Landscape Group, Inc.

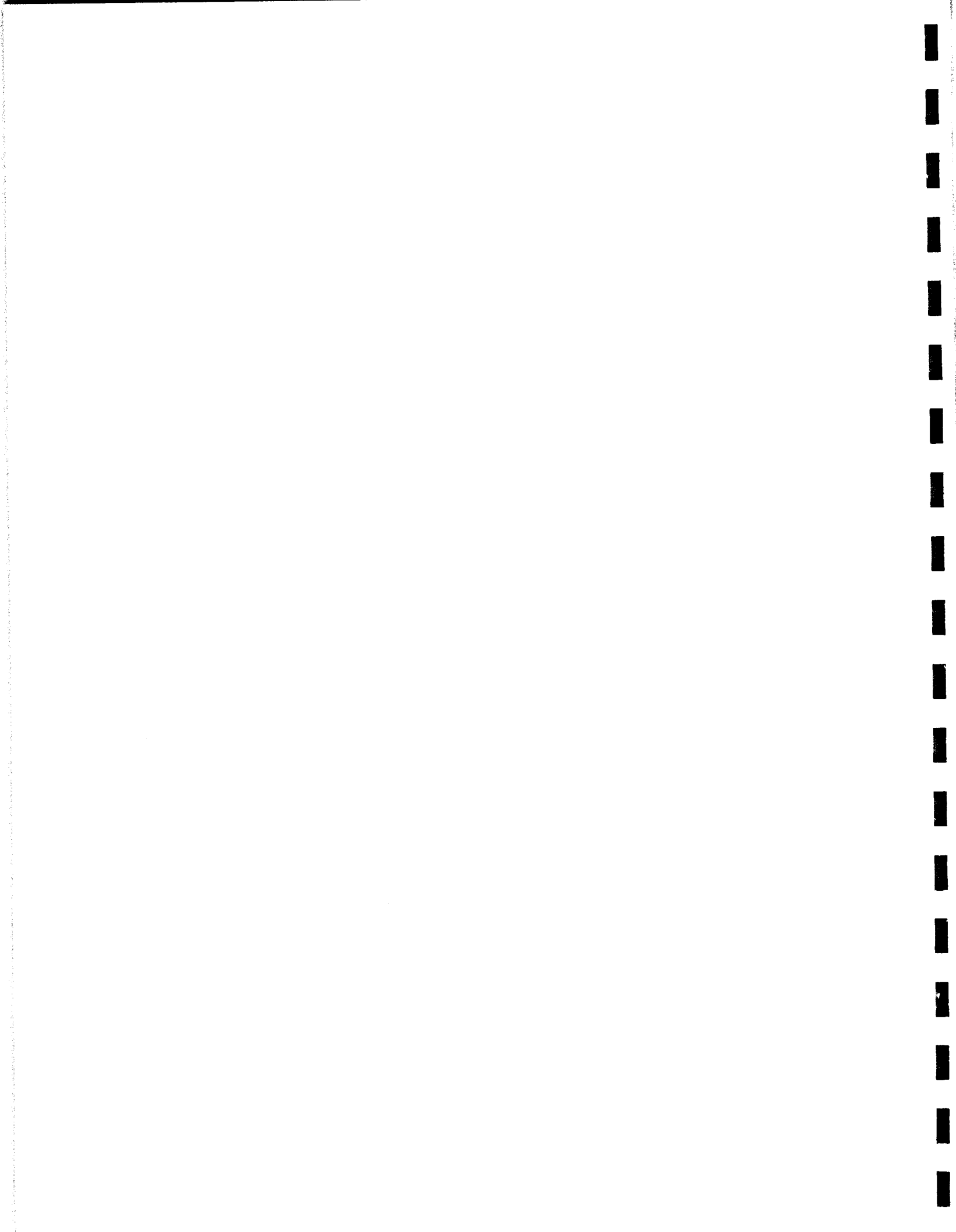
Project: 119-2017

Printed Name and Title of Authorized Representative: Marvin Feldpausch, President

Signature: 

Date: 11-2-17

END OF SECTION



PART IV
GENERAL CONDITIONS
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END OF SECTION

PART IV
GENERAL CONDITIONS

1. DEFINITIONS

Wherever used in these General Conditions or the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Addenda

Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bid Documents or the Contract Documents.

1.2 Agreement

The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3 Application for Payment

The form accepted by CONSULTANT which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

1.4 Bid

The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.5 Bidder

An individual, partnership, or corporation, who submit a Bid for a prime contract with the OWNER, for the Work described in the proposed Contract Documents.

1.6 Bonds

Bid, performance and payment bonds and other instruments of security.

1.7 Calendar Day

A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

1.8 Change Order

A document recommended by CONSULTANT, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

- 1.9 Contract Documents**
The Advertisement for Bidders, Information for Bidders, Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Special Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements.
- 1.10 Contract Unit Price**
The monies payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement. Unit Prices are to be firm for the term of this Contract.
- 1.11 Contract Time**
The number of consecutive calendar days between the date of issuance of the Notice to Proceed and the contract completion date.
- 1.12 CONTRACTOR**
The person, firm or corporation with whom OWNER has entered into the Agreement.
- 1.13 Defective**
An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to CONSULTANT'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER).
- 1.14 Drawings**
The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by CONSULTANT and are referred to in the Contract Documents.
- 1.15 Effective Date of the Agreement**
The date indicated in the Agreement on which it becomes effective.
- 1.16 CONSULTANT**
The Lexington-Fayette Urban County Government or its authorized representative.
- 1.17 Field Order**
A documented order issued by CONSULTANT which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time.

1.18 Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

1.19 Laws and Regulations

Laws, rules, regulations, ordinances, codes and/or orders.

1.20 Notice of Award

The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.21 Notice to Proceed

A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

1.22 OWNER

The Lexington-Fayette Urban County Government.

1.23 Partial Utilization

Placing a portion of the Work in service for the purpose for which it is intended (or related purpose) before reaching Completion for all the Work.

1.24 Project

The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.25 Inspector

The authorized representative who is assigned to the site or any part thereof.

1.26 Shop Drawings

All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

1.27 Specifications

Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and

workmanship as applied to the Work and certain administrative details applicable thereto.

1.28 Standard Specifications

The "Standard Specifications for Road and Bridge Construction", Transportation Cabinet, Department of Highways, Commonwealth of Kentucky, current edition. MUTCD shall refer to the "Manual of Uniform Traffic Control Devices.

1.29 Subcontractor

An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.30 Special Conditions

The part of the Contract Documents which amends or supplements these General Conditions.

1.31 Supplier

A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.32 Underground Facilities

All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.33 Unit Price Work

Not applicable

1.34 Work

The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

1.35 Time Period

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

2. PRELIMINARY MATTERS

2.1 Delivery of Bonds

When the CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER, such Bonds, Insurance Certificate, and Power of Attorney as CONTRACTOR may be required to furnish.

2.2 Copies of Documents

Owner shall furnish to CONTRACTOR up to three copies (unless otherwise specified in the Special Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Time; Notice to Proceed

The Contract Time will commence to run on the day specified in the Notice to Proceed.

2.4 Starting the Project

CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.5 Before Starting Construction

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to CONSULTANT any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from CONSULTANT before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6 Submittal of Schedules

Within ten days after the effective date of the Agreement (unless otherwise specified) CONTRACTOR shall submit to CONSULTANT for review:

2.6.1 an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2 a preliminary schedule of Shop Drawing submissions; and

2.6.3 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into costs per labor and materials by specification

section to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission. Schedule of values shall be submitted on AIA G702/703 forms, or approved equal.

2.7 Preconstruction Conference

Before CONTRACTOR starts the Work at the proposed site, a conference attended by CONTRACTOR, CONSULTANT, EEO-Affirmative Action Officer, and other appropriate parties will be held to discuss the following issues: (1) The scheduling of the Work to be completed; (2) The procedures for handling shop drawings and other submittals; (3) The processing of applications for payment; (4) The establishment of an understanding among the involved parties in regard to the proposed project; (5) The establishment of procedures for effectively implementing the LFUCG's 10% minimum DBE goals; and (6) Requirement for Mechanic's Lien on Partial Applications for Payment.

2.8 Finalizing Schedules

At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, CONSULTANT and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to CONSULTANT as providing orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on CONSULTANT responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions will be acceptable to CONSULTANT as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to CONSULTANT as to form and substance.

3. CONTRACT DOCUMENTS: INTENT, CONFLICTS, AMENDING AND REUSE

3.1 General

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 Intent

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used

to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or CONSULTANT, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CONSULTANT, or any of CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4. Clarifications and interpretations of the Contract Documents shall be issued by CONSULTANT as provided in paragraph 8.4.

3.3 Conflicts

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to CONSULTANT in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from CONSULTANT; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:

1. Agreement
2. Field and Change Orders
3. Addenda
4. Special Conditions
5. Instruction to Bidders
6. General Conditions
7. Specifications and Drawings

Figure dimension on drawings shall govern over scale dimensions and detailed Drawings shall govern over general Drawings.

3.4 Amending and Supplementing Contract Documents

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof by means of a Change Order or a Field Order. Contract Price and Contract Time may only be changed by a Change Order.

3.5 Reuse of Documents

Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of CONSULTANT; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and CONSULTANT and specific written verification or adaptation by CONSULTANT.

4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS

4.1 Availability of Lands

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11. CONSULTANT shall determine if the claim is legitimate or not. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions

4.2.1 Explorations and Reports

Reference is made to the Special Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 Existing Structures

Reference is made to the Special Conditions for identification of those drawings of physical conditions in or relating to existing surface and

subsurface structures (except Underground Facilities referred to in paragraph 4.3 which are at or contiguous to the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions

If CONTRACTOR believes that:

4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing and WORK in connection therewith (except in an emergency) notify OWNER and CONSULTANT in writing about the inaccuracy or difference.

4.2.4 CONSULTANT'S Review

CONSULTANT will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise CONTRACTOR of CONSULTANT'S findings and conclusions.

4.2.5 Possible Document Change

If CONSULTANT concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change I the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6 Possible Price and Time Adjustments

In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.

4.3 Physical Conditions-Underground Facilities

4.3.1 Shown or Indicated

The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is

based on information and data furnished to OWNER or CONSULTANT by the owners of such underground facilities or by others. Unless it is otherwise expressly provided in the Special Conditions:

4.3.1.1 OWNER and CONSULTANT shall not be responsible for the accuracy or completeness of any such information or data; and,

4.2.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data; for locating all underground facilities shown or indicated in the Contract Documents; for coordination of the Work with the owners of such underground facilities during construction; and for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 Not Shown or Indicated

If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and CONSULTANT. CONSULTANT will promptly review the underground facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such underground facility. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any underground facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of.

4.4 **Reference Points**

OWNER shall provide engineering surveys to establish reference points for construction which in CONSULTANT'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to CONSULTANT whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by a Registered Land Surveyor.

5. CONTRACTOR'S RESPONSIBILITIES

5.1 Supervision

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall assure that all CONTRACTOR personnel (including subcontractors, etc.) conduct themselves in a courteous and respectful manner toward the CONSULTANT and the general public. CONTRACTOR shall keep at the Project Site during the progress of the Work a competent project manager/superintendent and all necessary assistants, all of whom shall be satisfactory to OWNER. OWNER reserves the right to reject CONTRACTOR'S construction superintendent and project management personnel if they are unsatisfactory to OWNER and upon such rejection CONTRACTOR shall designate and provide competent successors. Failure to comply with this condition of the Contract will result in immediate suspension of the Work. Following a review by the Commissioner of Public Works, the Contract may be terminated (see GC section 14). CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

5.2 Superintendence

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and CONSULTANT except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

5.3 Labor

CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. OWNER reserves the right to require CONTRACTOR to remove from the Project any of its personnel, or subcontractor's personnel for violating LFUCG Policies, Rules or Regulations. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent given after prior written notice to CONSULTANT.

5.4 Start-Up and Completion of Work

Unless otherwise specified, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.5 Materials and Equipment

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by CONSULTANT, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to CONSULTANT, or any of CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

5.5.1 Not Clearly Specified or Indicated

In all instances where materials specified are obtainable in different sizes, weights, trade grades, qualities or finishes, etc., whose weights, trade grades, qualities or finishes, etc., are not clearly specified or indicated on the Drawings, the CONTRACTOR shall notify the CONSULTANT of all such instances at least five (5) days in advance of receiving the proposals. The CONSULTANT will then determine which size, weight, trade grade, quality, finish, etc., is required.

5.5.2 Coordination of Work

The CONTRACTOR shall see that for his own Work and for the work of each subcontractor, proper templates and patterns necessary for the coordination of the various parts of the Work are prepared. The CONTRACTOR shall furnish or require the Subcontractor to furnish such duplicates as will enable the Subcontractors to fit together and execute fully their respective portions of the Work.

5.6 Adjusting Progress Schedule

CONTRACTOR shall submit to CONSULTANT for acceptance (to the extent indicated in paragraph 2.8) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the Contract Documents applicable thereto.

5.7 Substitutes or "Or-Equal" Items

5.7.1 General

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by OWNER/CONSULTANT if sufficient information is submitted by CONTRACTOR to allow OWNER/CONSULTANT to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by OWNER/CONSULTANT will include the following. Requests for review of substitute items of material and equipment will not be accepted by OWNER/CONSULTANT from anyone, other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to OWNER/CONSULTANT for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by OWNER/CONSULTANT in evaluating the proposed substitute. OWNER/CONSULTANT may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

5.7.2 Substitutes

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to OWNER/CONSULTANT, if CONTRACTOR submits sufficient information to allow OWNER/CONSULTANT to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by OWNER/CONSULTANT will be

similar to that provided in paragraph 5.7.1 as applied by OWNER/CONSULTANT.

5.7.3 OWNER/CONSULTANT'S Approval

OWNER/CONSULTANT will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER/CONSULTANT will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without OWNER/CONSULTANT'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. OWNER/CONSULTANT will record time required by OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not OWNER/CONSULTANT accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants for evaluating each proposed substitute.

5.8 Subcontractors, Suppliers, and Others

5.8.1 Acceptable to CONSULTANT

CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and CONSULTANT as indicated in paragraph 5.8.2), whether initially or as a substitute, against whom OWNER or CONSULTANT may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

5.8.2 Objection After Due Investigation

If the Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and CONSULTANT and if CONTRACTOR has submitted a list thereof, OWNER'S or CONSULTANT'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. No acceptance by OWNER or CONSULTANT of any such Subcontractor, Supplier or other

person or organization shall constitute a waiver of any right of OWNER or CONSULTANT to reject defective Work.

5.8.3 Contractor Responsible for Acts of Subcontractors

The CONTRACTOR shall perform on the site, and with its own organization, work equivalent to at least fifty (50) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the Urban County project manager determines that the reduction would be to the advantage of the Urban County Government.

The CONTRACTOR shall, at the time he submits his proposal for the Contract, notify the OWNER in writing of the names of Subcontractors proposed for the Work. He shall not employ any Subcontractor without the prior written approval of the OWNER.

CONTRACTOR shall be fully responsible to OWNER and CONSULTANT for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or CONSULTANT and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or CONSULTANT to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

5.8.4 Division of Specifications

The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

5.8.5 Agreement Between Contractor and Subcontractors

All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and CONSULTANT.

5.8.6 Statements and Comments by CONTRACTOR

Neither the CONTRACTOR, his employees, nor his subcontractors shall at any time make any statement or comment as to the project scope, nature, intention, design, or construction

method to any third party or parties without the explicit written consent of the OWNER.

Any third party requesting such information shall be referred to the OWNER or his representative.

Should there be any change from the original intent of the project as a result of any statement or comment by the contractor, his employees or subcontractors, contractor shall be held liable for any change in the scope, nature, design, or construction method and shall bear the full cost for the previously mentioned changes.

5.9 Patent Fees and Royalties

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

5.10 Permits

Unless otherwise provided in the Special conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

5.11 Laws and Regulations

5.11.1 CONTRACTOR to Comply

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor CONSULTANT shall be responsible for monitoring CONTRACTOR'S compliance with any Laws and Regulations.

5.11.2 Specifications and Drawings at Variance

If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give CONSULTANT prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws, or Regulations, and without such notice to CONSULTANT, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.12 Taxes

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.13 Use of Premises

5.13.1 Project Site

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the staging areas or work site areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such

land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or CONSULTANT by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and CONSULTANT harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or CONSULTANT to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

5.13.2 Clean UP

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

5.13.1 Loading of Structures

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

5.14 Record Drawings

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to CONSULTANT for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to CONSULTANT for OWNER.

5.15 Shop Drawings and Samples

5.15.1 Shop Drawing Submittals

After checking and verifying all field measurements and after complying

with applicable procedures specified, CONTRACTOR shall submit to CONSULTANT for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8), or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as CONSULTANT may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CONSULTANT to review the information as required.

5.15.2 Sample Submittals

CONTRACTOR shall also submit to CONSULTANT for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

5.15.3 Review by CONTRACTOR

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

5.15.4 Notice of Variation

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

5.15.5 CONSULTANT'S Approval

CONSULTANT will review and approve with reasonable promptness Shop Drawings and samples, but CONSULTANT'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or

procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by CONSULTANT, and shall return the required number of corrected copies of Shop Drawings and submit, as required, new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by CONSULTANT on previous submittals.

5.15.6 Responsibility for Errors and Omissions

CONSULTANT'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called CONSULTANT'S attention to each such variation at the time of submission as required by paragraph 5.15.4 and CONSULTANT has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by CONSULTANT relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 5.15.3.

5.15.7 Cost of Related Work

Where a Shop or sample is required by the Specifications, any related Work performed prior to CONSULTANT'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

5.16 Continuing the Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolutions of any disputes or disagreements, except as permitted by paragraph 14.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

5.17 Erosion and Sediment Control

5.17.1 General Environmental Requirements

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits.

Any fines or penalties resulting from the failure to comply with the terms of the federal, state or local permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

5.17.2 Stormwater Pollution Prevention

A. The CONTRACTOR shall exercise due care to prevent or minimize any damage to any stream or wetland from pollution by debris, sediment or other material. The operation of equipment and/or materials in a jurisdictional wetland is expressly prohibited. Water that has been used for washing or processing, or that contains oils, sediments or other pollutants shall not be discharged from the job site. Such waters shall be collected and properly disposed of by the CONTRACTOR in accordance with applicable local, state and federal law.

B. The CONTRACTOR is solely responsible for securing all required state and local permits associated with stormwater discharges from the project including, but not necessarily limited to the KY Notice of Intent to Disturb (NOI) for Coverage of Storm Water Discharges Associated with Construction Activities under the KPDES Storm Water General Permit KYR100000 and the LFUCG, Land Disturbance Permit. Permit application preparation and all required documentation are the responsibility of the CONTRACTOR. The CONTRACTOR is solely responsible for maintaining compliance with the stormwater pollution prevention plan or erosion and sediment control plan and ensuring the following:

- a. That the Stormwater Pollution Prevention Plan (SWPPP) or erosion control plan is current and available for review on site;
- b. That any and all stormwater inspection reports required by the permit are conducted by qualified personnel and are available for review onsite; and
- c. That all best management practices (BMPs) are adequately maintained and effective at controlling erosion and preventing sediment from leaving the site.

C. The CONTRACTOR shall provide the necessary equipment and personnel to perform any and all emergency measures that may be required to contain any spillage or leakage and to remove materials, soils or liquids that become contaminated. The collected spill material shall be properly disposed at the CONTRACTOR's expense.

D. Upon completion of the work and with the concurrence of the OWNER, the CONTRACTOR must file a Notice of Termination (NOT) of Coverage Under the KPDES General Permit for Storm Water Discharges Associated with Construction Activity with the appropriate local and state authorities.

E. Any fines or penalties resulting from the failure to comply with the terms of the state or local stormwater permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

6. OTHER WORK

6.1 Related Work at Site

OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if such performance will involve additional expense to CONTRACTOR or requires additional time, a Change Order to the Contract will be negotiated.

6.2 Other Contractors or Utility Owners

CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of CONSULTANT and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

6.3 Delays Caused by Others

If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to CONSULTANT in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR'S failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

6.4 Coordination

If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Special Conditions, and the specific matters to be covered by such authority and

responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Special Conditions.

7. OWNER'S RESPONSIBILITIES

7.1 Communications

OWNER shall issue all communications to CONTRACTOR through CONSULTANT.

7.2 Data and Payments

OWNER shall furnish the data required of OWNER under the Contract Documents promptly after they are due.

7.3 Lands, Easements, and Surveys

OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by CONSULTANT in preparing the Drawings and Specifications.

7.4 Change Orders

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

7.5 Inspections, Tests and Approvals

OWNER'S responsibility in respect to certain inspections, tests and approvals is set forth in paragraph 13.3.

7.6 Stop or Suspend Work

In connection with OWNER'S right to stop Work or suspend Work, see paragraph 12.4 and 14.1 Paragraph 14.2 deals with OWNER'S rights to terminate services of CONTRACTOR under certain circumstances.

8. CONSULTANT'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative

CONSULTANT will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of CONSULTANT as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and CONSULTANT.

8.2 Visits to Site

CONSULTANT will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. CONSULTANT will not be required to make exhaustive or

continuous on-site inspections to check the quality or quantity of the Work. CONSULTANT'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, CONSULTANT will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

8.3 Project Representation

CONSULTANT will provide an Inspector to assist CONSULTANT in observing the performance of the Work. If OWNER designates another agent to represent OWNER at the site who is not CONSULTANT'S agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Special Conditions.

8.4 Clarifications and Interpretations

CONSULTANT will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as CONSULTANT may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

8.5 Authorized Variations in Work

CONSULTANT may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.

8.6 Rejecting Defective Work

CONSULTANT will have authority to disapprove or reject Work which CONSULTANT believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 12.3, whether or not the Work is fabricated, installed or completed.

8.7 Shop Drawings

In connection with CONSULTANT'S responsibility for Shop Drawings and samples, see paragraphs 5.15.1 through 5.16 inclusive.

8.8 Change Orders

In connection with CONSULTANT'S responsibilities as to Change Orders, see Articles 10, 11 and 12.

8.9 Payments

In connection with CONSULTANT'S responsibilities with respect to Applications for Payment, etc., see Article 13.

8.10 Determinations for Unit Prices

CONSULTANT will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR.

CONSULTANT will review with CONTRACTOR CONSULTANT'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

8.11 Decision on Disputes

CONSULTANT will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 10 and 11 in respect of changes in the Contract Price or Contract Time will be referred initially to CONSULTANT in writing with a request for a formal decision in accordance with this paragraph, which CONSULTANT will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered to CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to CONSULTANT within sixty days after such occurrence unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim.

8.12 Limitations on CONSULTANT's Responsibilities

8.12.1 CONTRACTOR, Supplier, or Surety

Neither CONSULTANT'S authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by CONSULTANT in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of CONSULTANT to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

8.12.2 To Evaluate the Work

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives or like "effect" or "import" are used to describe a requirement, direction, review or judgment of CONSULTANT as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign CONSULTANT any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

8.12.3 CONTRACTOR'S Means, Methods, Etc.

CONSULTANT will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and CONSULTANT will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

8.12.4 Acts of Omissions of CONTRACTOR

CONSULTANT will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9. CHANGES IN THE WORK

9.1 OWNER May Order Change

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Change Order. Upon receipt of such notice, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.2 Claims

Claims for an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Change Order will be settled as provided for in Article 10 or Article 11.

9.3 Work Not in Contract Documents

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraph 3.4, except in the case of an emergency and except in the case of uncovering Work as provided in paragraph 12.3.4.

9.4 Change Orders

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

9.4.1 changes in the Work which are ordered by OWNER pursuant to paragraph 9.1, are required because of acceptance of defective Work under paragraph 12.7 or corrective defective Work under paragraph 12.8, or are agreed to by the parties;

9.4.2 changes in the Contract Price or Contract Time which are agreed to by the parties; and

9.4.3 changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by CONSULTANT pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and REGULATIONS, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.16.

9.5 Notice of Change

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10. CHANGE OF CONTRACT PRICE

10.1 Total Compensation

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

10.2 Claim for Increase or Decrease in Price

The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence of said event.

10.3 Value of Work

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

10.3.1 Unit Prices

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 10.9.1. through 10.9.3, inclusive).

10.3.2 Lump Sum

By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2.1).

10.3.3 Cost Plus Fee

On the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraphs 10.6 and 10.7).

10.4 **Cost of the Work**

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in paragraph 10.5:

10.4.1 Payroll Costs

Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

10.4.2 Materials and Equipment Costs

Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Subcontractor Costs

Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of CONSULTANT, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Special Consultant Costs

Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

10.4.5 Supplemental Costs

10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of CONSULTANT, and the costs of transportation, loading, unloading, installation, dismantling and removal shall be in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid a fee proportionate to that stated in paragraph 10.6.2 for services.

10.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

10.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

10.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER.

10.5 Not to Be Included in Cost of the Work

The term Cost of the Work shall not include any of the following:

10.5.1 Costs of Officers and Executives

Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of

the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 Principal Office

Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

10.5.3 Capital Expense

Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Bonds and Insurance

Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.9 above).

10.5.5 Costs Due to Negligence

Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

10.5.6 Other Costs

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 Contractor's Fee

The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,

10.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.2.1 for costs incurred under paragraphs 10.4.1 and 10.4.2, the CONTRACTOR'S fee shall be fifteen percent;

10.6.2.2 for costs incurred under paragraph 10.4.3, the CONTRACTOR'S fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

10.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.4 the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

10.6.2.5 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.4, inclusive.

10.7 Itemized Cost Breakdown

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 or 10.5, CONTRACTOR will submit in form acceptable to CONSULTANT an itemized cost breakdown together with supporting data.

10.8 Cash Allowances

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to CONSULTANT, CONTRACTOR agrees that:

10.8.1 Materials and Equipment

The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 Other Costs

CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

10.8.3 Change Order

Prior to final payment, an appropriate Change Order will be issued as recommended by CONSULTANT to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.9 Unit Price Work

10.9.1 General

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by CONSULTANT in accordance with Paragraph 8.10.

10.9.2 Overhead and Profit

Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 Claim for Increase in Unit Price

Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 10.

11. CHANGE OF CONTRACT TIME

11.1 Change Order

The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered to CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by CONSULTANT in accordance with paragraph 8.11. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 11.1.

11.2 Justification for Time Extensions

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefore as provided in paragraph 11.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 6, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

11.3 Time Limits

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 11 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either party.

12. WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Warranty and Guarantee

CONTRACTOR warrants and guarantees to OWNER and CONSULTANT that all Work will be in accordance with the Contract Documents and will not be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 12.

12.2 Access to Work

CONSULTANT and CONSULTANT'S representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

12.3 Tests and Inspections

12.3.1 Timely Notice

CONTRACTOR shall give CONSULTANT timely notice of readiness of the Work for all required inspections, tests or approvals.

12.3.2 Requirements and Responsibilities

The CONSULTANT may require such inspection and testing during the course of the Work as he/she deems necessary to ascertain and assure the integrity and acceptable quality of the materials incorporated and the work performed. Inspection presence may be either full-time or intermittent, and neither the presence nor absence at any time of the CONSULTANT or the INSPECTOR shall relieve the CONTRACTOR of sole responsibility for the acceptability and integrity of the Work or any part thereof.

The costs of sampling, testing, and inspection on-site to ascertain acceptability of the Work and materials will be borne by the OWNER except as otherwise provided. The OWNER will select a testing laboratory to perform such sampling and testing. Sampling and/or testing required by the CONTRACTOR or necessitated by failure of Work or materials to meet the above acceptability test shall be at the expense of the CONTRACTOR.

Inspection services may be performed by the employees of the OWNER or by others selected or designated by the OWNER or the CONSULTANT.

Sampling and/or testing required for manufacturing quality and/or process control, for certification that raw mineral materials or manufactured products are the quality specified in the contract, or to assure the acceptability for incorporation into the Work shall be borne by the CONTRACTOR or the material supplier.

Cost for inspection, sampling, testing, and approvals required by the laws or regulations of any public body having competent jurisdiction shall be borne by the CONTRACTOR or the material supplier.

Sampling and testing will be in accord with pertinent codes and regulations and with appropriate standards of the American Society of Testing Materials or other specified standards.

12.3.3 On-Site Construction Test and Other Testing

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by CONSULTANT if so specified).

12.3.4 Covered Work

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of CONSULTANT, it must, if requested by CONSULTANT, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given CONSULTANT timely notice of CONTRACTOR'S intention to cover the same and CONSULTANT has not acted with reasonable promptness in response to such notice.

12.3.5 CONTRACTOR'S Obligation

Neither observations by CONSULTANT nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

12.4 OWNER May Stop the Work

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

12.5 Correction or Removal of Defective Work

If required by CONSULTANT, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CONSULTANT, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

12.6 One Year Correction Period

If within one year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement

(including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

12.7 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by CONSULTANT as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

12.8 OWNER May Correct Defective Work

If CONTRACTOR fails within a reasonable time after written notice of CONSULTANT to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by CONSULTANT in accordance with paragraph 12.5, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by CONSULTANT, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

13. PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

The schedule of values established as provided in paragraph 2.8 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to CONSULTANT. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.2 Application for Progress Payment

At least ten days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to CONSULTANT for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. OWNER shall, within thirty (30) calendar days of presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by CONSULTANT. Monthly progress payments shall be ninety (90) percent of the sum obtained by applying the respective bid unit prices to the approved estimated quantities of work completed by the Contractor during the preceding month. The remaining ten (10) percent will be held by the Owner, as retainage. At such time as the CONSULTANT deems appropriate - based on the quality of work performed, progress of cleanup, and other pertinent factors - the rate of retainage, or the total amount retained, may be reduced; although, any reduction in retainage, below the ten (10) percent level, is made solely at the CONSULTANT's discretion. All remaining retainage held will be included in the final payment to the Contractor.

13.2.1 Waivers of Mechanic's Lien

With each Application for Payment OWNER may require CONTRACTOR to submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

13.2.1.1 Requirement for waivers of Mechanic's Lien on Partial Applications for Payment will be determined and communicated at the Preconstruction Conference.

13.2.1.2 Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.

13.2.1.3 When an application shows completion of an item, submit conditional final or full waivers.

13.2.1.4 Owner reserves the right to designate which entities involved in the Work must submit waivers.

13.2.1.5 Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

13.3 CONTRACTOR'S Warranty of Title

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.4 Review of Applications for Progress Payment

13.4.1 Submission of Application for Payment

CONSULTANT will, after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing CONSULTANT'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

13.4.2 CONSULTANT'S Recommendation

CONSULTANT may refuse to recommend the whole or any part of any payment, if, in CONSULTANT'S opinion, it would be incorrect to make such representations to OWNER. CONSULTANT may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in CONSULTANT'S opinion to protect OWNER from loss because:

13.4.2.1 the Work is defective, or completed Work has been damaged requiring correction or replacement;

13.4.2.2 the Contract Price has been reduced by Written Amendment or Change Order;

13.4.2.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.8; or

13.4.2.4 of CONSULTANT's actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.9 inclusive.

13.5 Partial Utilization

OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and has been completed. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER that said part of the Work is complete and request that a Certificate of Completion be issued for that part of the Work.

13.6 Final Inspection

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, CONSULTANT will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

13.7 Final Application for Payment

After CONTRACTOR has completed all such corrections to the satisfaction of CONSULTANT and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 5.14) and other documents - all as required by the Contract Documents, and after CONSULTANT has indicated that the Work is acceptable (subject to the provisions of paragraph 13.10), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to

furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

13.8 Final Payment and Acceptance

13.8.1 CONSULTANT'S Approval

If, on the basis of CONSULTANT'S observation of the Work during construction and final inspection, and CONSULTANT'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, CONSULTANT is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, CONSULTANT will, after receipt of the final Application for Payment, indicate in writing CONSULTANT'S recommendation of payment and present the Application to OWNER for payment. Thereupon CONSULTANT will give written notice to OWNER and CONTRACTOR that the Work is acceptable, subject to the provisions of paragraph 13.10. Otherwise, CONSULTANT will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

13.8.2 Delay in Completion of Work

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of CONSULTANT, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 10 of Part II, Information for Bidders, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to CONSULTANT with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

13.9 CONTRACTOR'S Continuing Obligation

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by CONSULTANT, nor the issuance of a certificate of Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the

Work in accordance with the Contract Documents (except as provided in paragraph 13.10).

13.10 Waiver of Claims

The making and acceptance of final payment will constitute:

13.10.1 a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and

13.10.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

14. SUSPENSION OF WORK AND TERMINATION

14.1 OWNER May Suspend Work

OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and CONSULTANT which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.2 OWNER May Terminate

The OWNER may terminate the Work upon the occurrence of any one or more of the following events:

14.2.1 if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

14.2.2 if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

14.2.3 if CONTRACTOR makes a general assignment for the benefit of creditors;

14.2.4 if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

14.2.5 if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

14.2.6 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.8 as revised from time to time);

14.2.7 if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

14.2.8 if CONTRACTOR disregards the authority of CONSULTANT, or

14.2.9 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by CONSULTANT and incorporated in a Change Order,

but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

14.2.10 If safety violations are observed and brought to the Contractors attention and Contractor fails to take immediate corrective measures any repeat of similar safety violations, Owner will order an immediate termination of contract. Note: it is the Contractor's responsibility to know proper safety measures as they pertain to construction and OSHA.

14.2.11 This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

14.2.12 This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

14.3 CONTRACTOR'S Services Terminated

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

14.4 Payment After Termination

Upon seven days' written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

14.5 CONTRACTOR May Stop Work or Terminate

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or CONSULTANT fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and CONSULTANT, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if CONSULTANT has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and

CONSULTANT stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 5.16 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

15. MISCELLANEOUS

15.1 Claims for Injury or Damage

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 15.1 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

15.2 Non-Discrimination in Employment

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

15.2.1 That no person (as defined in KRS 344.010) shall bid on Lexington-Fayette Urban County Government construction projects, or bid to furnish materials or supplies to the Lexington-Fayette Urban County Government, if, within six months prior to the time of opening of bids, said person shall have been found, by declaratory judgment action in Fayette Circuit Court, to be presently engaging in an unlawful practice, as hereinafter defined. Such declaratory judgment action may be brought by an aggrieved individual or upon an allegation that an effort at conciliation pursuant to KRS 344.200 has been attempted and failed, by the Lexington-Fayette County Human Rights Commission.

15.2.2 That it is an unlawful practice for an employer:

15.2.2.1 to fail or refuse to hire, or to discharge any individual or otherwise to discriminate against an individual, with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, or national origin; or

15.2.2.2 to limit, segregate or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's sex, race, color, religion, age, or national origin.

15.2.3 That it is an unlawful practice for an employer, labor organization, or joint-labor management committee controlling apprenticeship or other training or retraining, including on-the-job training programs to discriminate against an individual because of his race, color, religion, sex, age, or national origin in admission to, or employment in, any program established to provide apprenticeship or other training.

15.2.4 That a copy of this Ordinance shall be furnished all suppliers and made a part of all bid specifications.

15.2.5 This Ordinance shall take effect after it is signed, published and recorded, as required by law.

15.3 Temporary Street Closing or Blockage

The CONTRACTOR will notify the CONSULTANT at least 72 hours prior to making any temporary street closing or blockage. This will permit orderly notification to all concerned public agencies. Specific details and restrictions on street closure or blockage are contained in the Special Conditions.

15.4 Percentage of Work Performed by prime CONTRACTOR

The CONTRACTOR shall perform on site, and with its own organization, Work equivalent to at least fifty (50%) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the CONSULTANT determines that the reduction would be to the advantage of the OWNER.

15.5 Clean-up

Cleanup shall progress, to the greatest degree practicable, throughout the course of the Work. The Work will not be considered as completed, and final payment will not be made, until the right-of-way and all ground occupied or affected by the Contractor in connection with the Work has been cleared of all rubbish, equipment, excess materials, temporary structures, and weeds. Rubbish and all waste materials of whatever nature shall be disposed of, off of the project site, in an acceptable manner. All property, both public and private, which has been damaged in the prosecution of the Work, shall be restored in an acceptable manner. All areas shall be draining, and all drainage ways shall be left unobstructed, and in such a condition that drift will not collect or scour be induced.

15.6 General

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 12.1, 12.3.5, 13.3, and 15.2 and all of the rights and remedies available to OWNER and CONSULTANT thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies

available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

15.7 Debris Disposal

For all LFUCG projects any trash, construction demolition debris, yard waste, dirt or debris of any kind that is removed from the project site must be disposed of in accordance with local, state, and federal regulations. The disposal site or facility must be approved in advance by the LFUCG and disposal documentation is required. The Contractor will be responsible for payment of any fines associated with improper disposal of material removed from the project site.

END OF SECTION

PART V
SPECIAL CONDITIONS
INDEX

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2	RISK MANAGEMENT PROVISIONS – INSURANCE AND INDEMNIFICATION	SC-3
3	WAGE SCALE (if applicable)	SC-7

1. **BLASTING** – not applicable.

2. **RISK MANAGEMENT PROVISIONS**
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. Vendor acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Vendor in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million per
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.

d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.

- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

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3. **WAGE SCALES** – not applicable.

END OF SECTION

PART VI
CONTRACT AGREEMENT
INDEX

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4.	THE CONTRACT SUM.....	CA-2
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6.	ACCEPTANCE AND FINAL PAYMENT	CA-3
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9.	ENUMERATION OF SPECIFICATIONS AND DRAWINGS	CA-4

PART VI
CONTRACT AGREEMENT

THIS AGREEMENT, made on the 7th day of December, 2017, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **Pro Landscape Inc.**, doing business as a corporation located in the City of **Richmond**, County of **Madison**, and State of **Kentucky**, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of three hundred fifty-four thousand seven hundred nineteen Dollars and ninety Cents (\$354,719.90) quoted in the proposal by the CONTRACTOR, dated November 2, 2017, hereby agree to commence and complete the construction described as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications, IonWave Q&A and Contract Documents therefore as prepared by Lexington Fayette Urban County Government, Division of Parks and Recreation for Gainesway, Kirklevington and Mount Tabor Park Improvements project.

2. TIME OF COMPLETION

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as one hundred twenty (120) calendar days to final completion. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

3. ISSUANCE OF WORK ORDERS

Notice to begin Work will be given in whole or for part of the Work as determined by the OWNER pending the availability of funds. The order of construction will be as determined by the Engineer after consultation with the CONTRACTOR and the OWNER.

4. THE CONTRACT SUM

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, as quoted in the proposal, subject to any additions and deductions, as provided therein.

5. PROGRESS PAYMENTS

The OWNER shall make payments on account of the Contract, as provided in accordance with the General Conditions, as estimated by the Engineer, less the aggregate of previous payments.

6. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due within ninety (90) days after completion of the Work, provided the Work be then fully completed and the Contract fully accepted.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the Work has been paid.

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

7. THE CONTRACT DOCUMENTS

The Advertisement for Bids, Information for Bidders, the General Conditions, Performance and Payment Bonds, Contract Agreement, Special Conditions, Technical Specifications, any and all Addenda, and Proposal, and Plan Drawings form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

8. EXTRA WORK

The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such Work shall be executed and paid for in accordance with the General Conditions, which is a part of this Contract.

9. THE FOLLOWING IS AN ENUMERATION OF THE SPECIFICATIONS AND DRAWINGS (CONTRACT DOCUMENTS):

SPECIFICATIONS

SECTION NO.	TITLE	PAGES
I	Advertisement for Bids	AB 1 thru 5
II	Information for Bidders	IB 1 thru 10
III	Form of Proposal	P 1 thru 35
IV	General Conditions	GC 1 thru 51
V	Special Conditions	SC 1 thru 70
VI	Contract Agreement	CA 1 thru 5
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1 thru 1
IX	Technical Specifications	

02070 – Selective Demolition
02115 – Tree and Shrub Removal
02200 – Earthwork
02210 – Finish Grading
02270 - Erosion Control and Tree Protection
02510 – Asphalt Pavement
02511 – Asphalt Pavement – Athletic New
02512 – Asphalt Pavement – Athletic Renovation
02513 - Athletic Court Surfacing
02520 – Concrete Pavement
02720 – Storm Drainage
02830 – Chain Link Fence Galvanized
02831 – Chain Link Fence Vinyl-Coated
02832 – Wood Fences and Gates
02870 – Site Specialties
02871 – Prefabricated Shelters
02872 – Outdoor Fitness Equipment
02930 – Seeding
02950 – Trees and Planting
03300 – Cast-in-Place Concrete
04220 – Concrete Unit

Plans

Gainesway-

A-1 Site Plan

A-2 Demolition Plan

A-3 Grading & BMP Plan

A-4 Layout Plan

A-5 Details

Kirklevington-

B-1 Site Plan

Mount Tabor-

C-1 Site Plan

C-2 BMP

C-3 Details

IN WITNESSETH WHEREOF, the parties hereto have executed this Contract as of the date and year above written.

(Seal)

Lexington-Fayette Urban County Government.

Lexington, Kentucky

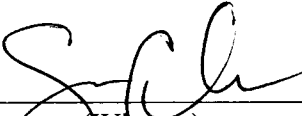
(Owner)

ATTEST:


Clerk of the Urban County Council

BY: 

MAYOR

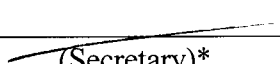

(Witness)

(Seal)


(Title)

Pro Landscape Group, Inc.

(Contractor)


(Secretary)*

BY: 


(Witness)

President

(Title)

209 Ridgeway Dr., Richmond, KY 40475
(Address and Zip Code)

IMPORTANT: *Strike out any non-applicable terms.

Secretary of the Owner should attest. If the CONTRACTOR is corporation,
Secretary should attest. Give proper title of each person-executing Contract.

RESOLUTION NO. 739 - 2017

A RESOLUTION ACCEPTING THE BID OF PRO LANDSCAPE GROUP, INC., IN THE AMOUNT OF \$354,719.90, FOR THE GAINESWAY, KIRKLEVINGTON AND MT. TABOR PARK IMPROVEMENTS, FOR THE DIVISION OF GRANTS AND SPECIAL PROGRAMS, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH PRO LANDSCAPE GROUP, INC., RELATED TO THE BID.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the bid of Pro Landscape Group, Inc., in the amount of \$354,719.90, for the Gainesway, Kirklevington and Mt. Tabor Park Improvements, for the Division of Grants and Special Programs, be and hereby is accepted and approved as to the specifications and amounts set forth in the terms of the bid and the agreement, which are attached hereto and incorporated herein by reference, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the attached agreement with Pro Landscape Group, Inc., related to the bid.

Section 2 - That an amount, not to exceed the sum of \$354,719.90, be and hereby is approved for payment to Pro Landscape Group, Inc., from account #3120-707602-90511, pursuant to the terms of the bid and agreement.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: December 7, 2017

MAYOR



ATTEST:


CLERK OF URBAN COUNTY COUNCIL

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PART VII

PERFORMANCE AND PAYMENT BONDS

1. PERFORMANCE BOND
2. PAYMENT BOND

PART VII

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

a _____, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

hereinafter called "OWNER" in the penal sum of: _____
Dollars, (\$ _____), for the payment of whereof Principal and Surety bind themselves, their heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for
_____ (project name) _____ in accordance with drawings and
specifications prepared by: _____ (the Engineer) _____ which Contract is by reference
made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall
promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall
remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever, Principal shall be, and declared by OWNER to be in default under the Contract, the OWNER
having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall
promptly:

PERFORMANCE BOND

Bond Number: 63436785

KNOW ALL PERSONS BY THESE PRESENTS, That we Pro Landscape Group, Inc.

209 Ridgeway Drive, Richmond, KY 40475 of
hereinafter

referred to as the Principal, and WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto Lexington Fayette Urban County Government

of Three Hundred Fifty Four Thousand Seven Hundred hereinafter
referred to as the Oblige, in the sum of Nineteen and 90/100

Dollars (\$ 354,719.90), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Oblige, dated the 7th day of December,
2017, for Bid 119-2017 Gainesway, Kirklevington and Mount Tabor Park
Improvements.

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless the Oblige from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

SIGNED, SEALED AND DATED this 6th day of December, 2017.

Pro Landscape Group, Inc.
(Principal)

By [Signature] (Seal)

WESTERN SURETY COMPANY
(Surety)

By [Signature] (Seal)
Michael Leonard Schmidt Attorney-in-Fact

PAYMENT BOND

Bond Number: 63436785

KNOW ALL PERSONS BY THESE PRESENTS, That we Pro Landscape Group, Inc.

_____ of
209 Ridgeway Drive, Richmond, KY 40475, hereinafter
referred to as the Principal, and WESTERN SURETY COMPANY

, as Surety, are held and firmly bound unto Lexington Fayette Urban County Government

~~xx~~ _____, hereinafter
referred to as the Oblige, in the sum of Three Hundred Fifty Four Thousand Seven Hundred
Nineteen and 90/100

Dollars (\$ 354,719.90), for the payment of which we bind ourselves, our legal representatives, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Oblige, dated 7th day of December,
2017, for Bid 119-2017 Gainesway, Kirklevington and Mount Tabor Park

Improvements

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make payment to all
persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all
duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety
being waived, then this obligation to be void; otherwise to remain in full force and effect.

No suit or action shall be commenced hereunder

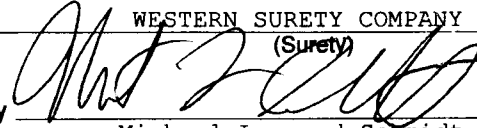
- (a) After the expiration of one (1) year following the date on which Principal ceased work on said contract it
being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling
the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum
period of limitation permitted by such law.
- (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of
the state in which the project, or any part thereof, is situated, or in the United States District Court for the
district in which the project, or any part thereof, is situated, and not elsewhere.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith
hereunder.

SIGNED, SEALED AND DATED this 6th day of December, 2017.

Pro Landscape Group, Inc.
(Principal)

By  (Seal)

WESTERN SURETY COMPANY
(Surety)
By  (Seal)
Michael Leonard Schmidt Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 63436785

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Michael Leonard Schmidt

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Pro Landscape Group, Inc.

Obligee: Lexington Fayette Urban County Government

Amount: \$3,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 63436785 is not issued on or before midnight of April 15th, 2018, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 6th day of December, 2017.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On the 6th day of December, in the year 2017, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 6th day of December, 2017.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Schmidt Insurance Agency 7404 South Park Place Louisville KY 40222		CONTACT NAME: Kendrick Shavkey PHONE (A/C, No, Ext): (502) 429-0477 E-MAIL ADDRESS: kendrick@schmidtinsurance.com PRODUCER CUSTOMER ID #: 00004243	
INSURED Pro Landscape Group Inc. 209 Ridgeway Drive Richmond KY 40475		INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 59511	

COVERAGES**CERTIFICATE NUMBER:** CL1742802060**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		52720867	4/25/2017	4/25/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		4972086700	2/11/2017	2/11/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI split limit \$ 1,000,000 PIP-Basic \$ 10,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		4972086701	4/25/2017	4/25/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$ \$
	A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	52053368	4/25/2017	4/25/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Inland Marine		52720867	4/25/2017	4/25/2018	Rented/Leased Equipment \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
LFUCG is listed as an Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

LFUCG
200 E Main St
Lexington, KY 40507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary R. Schmidt

PART VIII

ADDENDA

All addenda issued during the bidding of the Project will be reproduced in the signed Contract Documents, on the pages following this heading sheet.

<u>Addendum Number</u>	<u>Title</u>	<u>Date</u>
1.	<u>Addendum #1</u>	<u>10/26/17</u>
2.	<u>Addendum #2</u>	<u>11/2/17</u>
3.	<u>Addendum #3</u>	<u>11/2/17</u>
4.	<u></u>	<u></u>
5.	<u></u>	<u></u>

MAYOR JIM GRAY



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

Bid Number: #119-2017

Date: October 26, 2017

**Subject: Gainesway, Kirklevington and Mount Tabor
Park Improvements**

**Address inquiries to:
Sondra Stone
859.258.3320**

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:

1. Additive Alternate No. 5 revised: "At Mount Tabor Park, demolish existing picnic shelter and install new CONTRACTOR-supplied picnic shelter. Scope includes assembly and construction of shelter, concrete footers, a new concrete pad and sidewalk/trail connections as shown on plans. All work shall follow contract plans and specifications."
2. Additive Alternate No. 6 revised: "At Gainesway Park, install CONTRACTOR-supplied fitness equipment and site amenities as shown on plans and described in specifications."
3. Sheet B-1, DELETE General Note #1 about milling and removing goals. Replace with "Demolish the existing basketball court, repave, color coat and restripe. Scope includes replacement of existing backboards and rims with new backboards and rims on existing concrete goals at regulation height."
4. Federal wage rates are attached.



5. Pre-bid sign-in sheet is attached.



Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.

This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE OF BIDDER: _____



SPECIAL CONDITIONS
LABOR/EQUAL EMPLOYMENT OPPORTUNITY
INFORMATION PACKAGE

FOR
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

JIM GRAY, MAYOR

LABOR/EEO CONDITIONS INDEX

PROJECT NAME: _____

BID NO. _____

ITEM DESCRIPTION

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FEDERAL LABOR STANDARDS PROVISIONS

CONTRACT PROVISIONS: A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this Section. Federal agencies are permitted to required changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Procurement Policy.

APPLICABILITY

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Provisions are included in this Contract pursuant to the provisions applicable to such federal assistance.

- A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made apart hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or cost reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination

(including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. Housing and Urban Development (HUD) shall approve an additional classification and wage rate and fringe benefits, therefore, only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will

issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor or subcontractor disburse such amounts withheld for and on account of the respective employees to whom they are due. The

Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and Basic Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)
- (ii) (a) The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification or work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by paragraph A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) **Apprentices and Trainees. Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the

Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal Employment Opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **COMPLIANCE WITH COPELAND ACT REQUIREMENTS.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. **SUBCONTRACTS.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. **CONTRACT TERMINATION; DEBARMENT.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REQUIREMENTS.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1,3, and 5 are herein incorporated by reference in this contract.

9. **DISPUTES CONCERNING LABOR STANDARDS.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5,6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) **CERTIFICATION OF ELIGIBILITY.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C., 1001. Additionally, U.S. Criminal Code, Section 1010, title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of . . . influencing in any way the action of such Administration. . . makes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. **COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

1. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek, in which he or she is employed on such work, to work in excess of forty hours in such workweek unless such

laborer or mechanic receives compensation at a rate of less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; Liability for Unpaid Wages, Liquidated Damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

3. **Withholding for Unpaid Wages and Liquidated Damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. **HEALTH AND SAFETY**

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

- (3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

COMPLIANCE WITH EXECUTIVE ORDER 11246

Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

During the performance of this contract, the contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 25, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

COMPLIANCE WITH THE DAVIS BACON ACT

Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by the Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation.)

An Act

To amend the Act approved March 3, 1931, relating to the rate of wages for laborers and mechanics employed by contractors and subcontractors on public buildings.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Act entitled "An Act relating to the rate of wages for laborers and mechanics employed on public buildings of the United States and the District of Columbia by contractors or subcontractors, and for other purposes", approved March 3, 1931, is amended to read as follows:

"That the advertised specifications for every contract in excess of \$2,000, to which the United States or the District of Columbia is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the United States or the District of Columbia within the geographical limits of the States of the Union or the District of Columbia, and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the city, town, village, or other civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there; and every contract based upon these specifications shall contain a stipulation that the contractor or his subcontractor shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers and mechanics, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of accrued payments as may be considered necessary by the contracting officer to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of the wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by such laborers and mechanics and not refunded to the contractor, subcontractors, or their agents.

"Sec. 2. Every contract within the scope of this Act shall contain the further provision that in the event it is found by the contracting officer that any laborer or mechanic employed by the

contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the Government may, by written notice to the contractor, terminate his right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable to the Government for any excess costs occasioned by the Government thereby.

"Sec. 3. (a) The Comptroller General of the United States is hereby authorized and directed to pay directly to laborers and mechanics from any accrued payments withheld under the terms of the contract any wages found to be due laborers and mechanics pursuant to this Act; and the Comptroller General of the United States is further authorized and is directed to distribute a list to all departments of the Government giving the names of persons or firms whom he has found to have disregarded their obligations to employees or subcontractors. No contract shall be awarded to the persons or firms appearing on this list or to any firm, corporation, partnership, or association in which such persons or firms have an interest until three years have elapsed from the date of publication of the list containing the names of such persons or firms.

"(b) If the accrued payments withheld under the terms of the contract, as aforesaid, are insufficient to reimburse all the laborers and mechanics with respect to whom there has been a failure to pay the wages required pursuant to this Act, such laborers and mechanics shall have the right of a action and/or intervention against the contractor and his sureties conferred by law upon persons furnishing labor or materials, and in such proceedings it shall be no defense that such laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

"Sec. 4. This Act shall not be construed to supersede or impair any authority otherwise granted by Federal law to provide for the establishment of specific wage rates.

"Sec. 5. This Act shall take effect thirty days after its passage, but shall not affect any contract then existing or any contract that may thereafter be entered into pursuant to invitations for bids that are outstanding at the time of the passage of this Act.

"Sec. 6. In the event of a national emergency the President is authorized to suspend the provisions of this Act.

"Sec. 7. The funds appropriated and made available by the Emergency Relief Appropriation Act of 1935 (Public Resolution Numbered 11, 74th Congress), are hereby made available for the fiscal year ending June 30, 1936, to the Department of Labor for expenses of the administration of this Act."

Approved, August 30, 1935.

Amendment

[Public--No. 633--76th Congress]

[Chapter 373--3d Session]

[S.3650]

AN ACT

To require the payment of prevailing rates of wages on Federal public works in Alaska and Hawaii.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That Section 1 of the Act entitled "An Act related to the rate of wages for laborers and mechanics employed on public buildings of the United States and the District of Columbia by contractors or subcontractors, and for other purposes," approved March 3, 1931, (46 Stat. 1494), as amended, is further amended by striking out the words "States of the Union or the District of Columbia" and inserting in lieu thereof "States of the Union, the Territory of Alaska, the Territory of Hawaii, or the District of Columbia"; and by striking out the words "or other civil subdivision of the State" and inserting in lieu thereof "or other civil subdivision of the State, or the Territory of Alaska or the Territory of Hawaii".

Sec. 2. The amendments made by this Act shall take effect on the thirtieth day after the date of enactment of this Act, but shall not affect any contract in existence on such effective date or made thereafter pursuant to invitations for bids outstanding on the date of enactment of this Act.

Approved, June 15, 1940

[40 U.S.Code, sec. 276a-7]

The fact that any contract authorized by any Act is entered into without regard to section 5 of Title 41, or upon a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, shall not be construed to render inapplicable the provisions of sections 276a to 276a-5 of this title, if such Act would otherwise be applicable to such contract. March 23, 1941, 12 noon, ch. 26, 55 Stat. 53; Aug. 21, 1941, ch. 395, 55 Stat. 658.

COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair.)

ANTI-KICKBACK ACT

Contractors and all subcontractors shall comply with the provisions of the Copeland "Anti-Kickback Act" 18 US Code 874 as supplemented in 29 CFR Part 3, and are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which he is otherwise entitled.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)

CONTRACT WORK HOURS AND SAFETY STANDARD ACT PROVISIONS

The Contractor, if the contract is in excess of \$2,000, and any of his subcontractors, shall comply with Section 102 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations contained in 29 CFR Part 5.

Under Section 103 of the Act, the Contractors and any of his subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in any work week. Section 5 of the Federal Labor Standards Provision, HUD Form Exhibit 14, dated 9/75, sets forth in detail the Section 103 requirements.

Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety, as determined under construction, safe and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

REPORTING REQUIREMENTS

Notice of awarding agency requirements and regulations pertaining to reporting.

A. Preconstruction Conference

Before Contractor starts the work at the proposed site, a conference attended by the Contractor, Engineer, EEO-Affirmative Action Officer, and other appropriate parties will be held to discuss the following issues: (1) The scheduling of the work to be completed; (2) The procedures for handling shop drawings and other submittals; (3) The processing of applications for payment; (4) The establishment of an understanding among the involved parties in regard to the proposed project; and (5) The establishment of procedures for effectively implementing the 10% minimum DBE goals.

B. Documents Required of Contractor

A sworn statement signed by the President or Owner of the Contractor regarding all current work in progress anywhere; (2) A document showing the percent of completion of each project and the total worth of each project; and (3) Documentation showing the percentage of the DBE employment levels on each project of the Bidder's current work force, and DBE participation levels for Subcontractors.

C. Optional Owner Requirements

The Owner, at its discretion, may require the Contractor to provide: (1) financial security in amounts and kind deemed necessary by the Owner or require other financial security to meet the financial responsibility requirements of the Contractor to indemnify the Owner; (2) Additional information and/or DBE work data, as well as DBE participation data.

PATENT RIGHT REQUIREMENTS

Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

§ 401.14 STANDARD PATENT RIGHTS CLAUSES

The following is the standard patent rights clause to be used as specified in §401.3(a).

Patent Rights (Small Business Firms and Nonprofit Organizations)

A. Definitions

1. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).
2. "Subject invention" means any invention of the **contractor** conceived or first actually reduced to practice in the performance of work under this **contract**, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d) must also occur during the period of **contract** performance.
3. "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
4. "Made" when used in relation to any invention means the conception or first actual reduction to practice such invention.
5. "Small Business Firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

6. "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C 501 (a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

B. Allocation of Principal Rights

1. The **Contractor** may retain the entire right, title, and interest throughout the world to each subject invention, subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the **Contractor** retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

C. Invention Disclosure, Election of Title and Filing of Patent Application by **Contractor**.

1. The **Contractor** will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to **contractor** personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.
2. The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.
3. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within

either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

4. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the agency, be granted.

D. Conditions When the Government May Obtain Title

The Contractor will convey to the Federal agency, upon written request, title to any subject invention--

1. If the contractor fails to disclose or elect title to the subject invention within the times specified in (C), above, or elects not to retain title; provided that the agency may only request title within 60 days after learning of the failure of the contractor to disclose or elect within the specified times.
2. In those countries in which the contractor fails to file patent applications within the times specified in (C) above; provided, however, that if the contractor has filed a patent application in a country after the times specified in (C) above, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.
3. In any country in which the contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

E. Minimum Rights to Contractor and Protection of the Contractor Right to File

1. The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (C), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the contractor's business to which the invention pertains.
2. The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted

in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

3. Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

F. Contractor Action to Protect the Government's Interest

1. The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (D) above and to enable the government to obtain patent protection throughout the world in that subject invention.
2. The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (C), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (C)(1), above. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
3. The contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a

reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

4. The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

G. Subcontracts

1. The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontractor, obtain rights in the subcontractor's subject inventions.
2. The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).
3. In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (J) of this clause.

H. Reporting Utilization of Subject Inventions

1. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (J) of this clause. As required by 35 U.S.C. 202 (C)(5), the agency agrees

it will not disclose such information to persons outside the government without permission of the contractor.

I. Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

J. March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

1. Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
2. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees:
3. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or
4. Such action is necessary because the agreement required by paragraph (I) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

K. Special Provisions for Contracts with Nonprofit Organizations

If the Contractor is a nonprofit organization, it agrees that:

1. Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor.
2. The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

3. The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
4. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Secretary may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the contractor could take reasonable steps to implement more effectively the requires of this paragraph (K)(4).

1. Communication

(Complete According to Instruction at 401.5(b))

(b) When the Department of Energy (DOE) determines to use alternative provisions under § 401.3(a)(4), the standard clause at § 401.14(a), above, shall be used with the following modifications unless a substitute clause is drafted by DOE:

- (1) The title of the clause shall be changed to read as follows: Patent Rights to Nonprofit DOE Facility Operators
- (2) Add an "(A)" after "(1)" in paragraph (c)(1) and add subparagraphs (B) and (C) to paragraph (c)(1) as follows:
 - (B) If the subject invention occurred under activities funded by the naval nuclear propulsion or weapons related programs of DOE, then the provisions of this subparagraph (c)(1)(B) will apply in lieu of paragraphs (c)(2) and (3). In such cases the contractor agrees to assign the government the entire right, title, and interest thereto throughout the world in and to the subject invention except to the extent that rights are retained by the contractor through a greater

rights determination or under paragraph (e), below. The contractor, or an employee-inventor, with authorization of the contractor, may submit a request for greater rights at the time the invention is disclosed or within a reasonable time thereafter. DOE will process such a request in accordance with procedures at 37 CFR 401.15. Each determination of greater rights will be subject to paragraphs (h)-(k) of this clause and such additional conditions, if any, deemed to be appropriate by the Department of Energy.

- (C) At the time an invention is disclosed in accordance with (c)(1)(A) above, or within 90 days thereafter, the contractor will submit a written statement as to whether or not the invention occurred under a naval nuclear propulsion or weapons-related program of the Department of Energy. If this statement is not filed within this time, subparagraph (c)(1)(B) will apply in lieu of paragraphs (c)(2) and (3). The contractor statement will be deemed conclusive unless, within 60 days thereafter, the Contracting Officer disagrees in writing, in which case the determination of the Contracting Officer will be deemed conclusive unless the contractor files a claim under the Contract Disputes Act within 60 days after the Contracting Officer's determination. Pending resolution of the matter, the invention will be subject to subparagraph (c)(1)(B).
- 3. Paragraph (k)(3) of the clause will be modified as prescribed at § 401.5(g).

§ 401.15 Deferred Determinations

- (a) This section applies to requests for greater rights in subject inventions made by contractors when deferred determination provisions were included in the funding agreement because one of the exceptions at § 401.3(a) was applied, except that the Department of Energy is authorized to process deferred determinations either in accordance with its waiver regulations or this section. A contractor requesting greater rights should include with its request information on its plans and intentions to bring the invention to practical application. Within 90 days after receiving a request and supporting information, or sooner if a statutory bar to patenting is imminent, the agency should seek to make a determination. In any event, if a bar to patenting is imminent, unless the agency plans to file on its own, it shall authorize the contractor to file a patent application pending a determination by the agency. Such a filing shall normally be at the contractor's own risk and expense. However, if the agency subsequently refuses to allow the contractor to retain title and elects to proceed with the patent application

under government ownership, it shall reimburse the contractor for the cost of preparing and filing the patent application.

- (b) If the circumstances of concerns which originally led the agency to invoke an exception under § 401.3(a) are not applicable to the actual subject invention or are no longer valid because of subsequent events, the agency should allow the contractor to retain title to the invention on the same conditions as would have applied if the standard clause at § 401.14(a) had been used originally, unless it has been licensed.
- (c) If paragraph (b) is not applicable, the agency shall make its determination based on an assessment whether its own plans regarding the invention will better promote the policies and objectives of 35 U.S.C. 200 than will contractor ownership of the invention. Moreover, if the agency is concerned only about specific uses or applications of the invention, it shall consider leaving title in the contractor with additional conditions imposed upon the contractor's use of the invention for such applications or with expanded government license rights in such applications.
- (d) A determination not to allow the contractor to retain title to a subject invention or to restrict or condition its title with conditions differing from those in the clause at § 401.14(a), unless made by the head of the agency, shall be appealable by the contractor to an agency official at a level above the person who made the determination. This appeal shall be subject to the procedures applicable to appeals under § 401.11 of this part.

§ 401.16 Submissions and Inquiries

All submissions or inquiries should be directed to Federal Technology Management Policy Division, telephone number 202-377-0659, Room H4837, U.S. Department of Commerce, Washington, DC 20230

(FR Doc. 87-5618 Filed 3-17-87: 8:45 am)

COPYRIGHT REQUIREMENTS

Awarding agency requirements and regulations pertaining to copyrights and rights in data.

COPYRIGHTS

Federally supported grant research projects frequently result in the production of books, brochures, manuals, articles, films, or other written materials. In most instances they are technical reports which serve to disseminate the results of a project to the public and to the scientific community or other researchers. Often, however, these documents are publishable and occasionally they have significant commercial value. Who controls the rights to these materials? What rights does the Government retain? What are the grantee's responsibilities in handling the materials?

There is a widely held notion that written materials produced with the support of public money are automatically in the public domain. That view is erroneous, and in fact no member of the public has an inherent right to use grant-produced materials merely because they were prepared under Government assistance. Because of the confusion, however, it is important for grantees to note a few features of the copyright law which relate to the subject of the grants.

In general, researchers have exclusive rights in any original works of their authorship. Under the most recent amendment to the copyright law, statutory copyright protection extends to both published and unpublished works of the author. Researchers are cautioned to observe the publication policies of their institutions or organizations in this regard, and unless there is an express agreement to the contrary, their employing institution may be considered the author of any materials prepared in the course of their employment, under the "works for hire" doctrine.

Under the most recent amendments to the copyright law, it is clear that grant reports are not considered works of the Government which are in the public domain. The legislative history of the law shows that Congress expressly left it to the discretion of the individual grant-making agencies to determine whether written materials produced by their grantees should be placed in the public domain, and it expected the questions to be resolved by the terms and conditions of grants. The House Report No. 94-1476, September 3, 1976, stated on page 59:

A more difficult and far-reaching problem is whether the definition should be broadened to prohibit copyright in works prepared under U.S. Government contract or grant. As the bill is written, the Government agency concerned could determine in each case whether to allow an independent contractor or grantee to secure copyright in works prepared in whole or in part with the use of Government funds. The argument that has been made against allowing copyright in this situation is that the public should not be required to pay a "double subsidy," and that it is inconsistent to prohibit copyright in works by Government employees while permitting private copyrights in a growing body of works created by persons who are paid with Government funds. Those arguing in favor of potential copyright protection have stressed the importance of copyright as an incentive to creation and dissemination in this situation, and the basically different policy considerations, applicable to works written by Government employees and those applicable to works prepared by private organizations with the use of Federal funds.

The bill deliberately avoids making any sort of outright, unqualified prohibition against copyright in works prepared under Government contract or grant. There may be cases where it would be in the public interest to deny copyright in the writings generated by Government research contracts and the like; it can be assumed that, where a Government agency commissions a work for its own use merely as an alternative to having one of its own employees prepare the work, the right to secure a private copyright would be withheld. However, there are almost certainly many other cases where the denial of copyright protection would be unfair or would hamper the production and publication of important works. Where, under the particular circumstances, Congress or the agency involved finds the need to have a work freely available outweighs the need of the private author to secure copyright, the problem can be dealt with by specific legislation, agency regulations, or contractual restrictions.

Agency Policy

Government-wide policies contained in Office of Management and Budget Circulars A-102 and A-110 speak to the issue of copyrightable materials through their respective Attachments N. Circular A-110 states:

8b. Copyrights. - Except as otherwise provided in the terms and conditions of the agreement, the author or the recipient organization is free to copyright any books, publications, or other copyrightable materials developed in the course of or under a Federal agreement, but the Federal sponsoring agency shall reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Except for minor, nonsubstantive differences, the provisions of A-102 are identical. Each permits the grantee to copyright published materials, subject to a license for the U.S. Government to use the materials for Government purposes. Each also gives the grantor agency discretion in altering that condition, by establishing different terms and conditions in its grants.

Suggested steps for grantees

A grantee whose grant-financed activity may involve the need for potential need for copyrighting of materials should:

- Check the terms and conditions of the grant to determine whether a copyright can be asserted in unpublished as well as published materials. This may vary from grantor agency to grantor agency and from grant to grant.
- It is the grantee's obligation to take the necessary steps to preserve the Government's license when conveying rights to publishers. If the publisher provides a release form that does not contain a reference to Government use of the materials, appropriate language should be inserted that preserves the Government's rights. If necessary, the granting agency should be consulted to assure compliance with the terms of the grant.
- Under most Federal grants, proper acknowledgment of the source of funds used to write a published work will be required. For example, the National Science

Foundation **Grant General Conditions** require the following acknowledgment of support and disclaimer statement in any publication of material, whether copyrighted or not: "This material is based upon work supported by the National Science Foundation under Grant No.____." Except for scientific articles and papers appearing in scientific journals, all materials must also contain the following disclaimer:

Any opinions, findings and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the National Science Foundation.

- When negotiating a publication agreement, the grantee must include in the publishing contract the reservation of Government license and the acknowledgment and disclaimer statements.
- Grants often are made with the stipulation that any substantive technical reports will be made available to the public through the U.S. Department of Commerce, National Technical Information Service (NTIS). Again, the grantee is well advised to check the terms and conditions of its grant agreement to see if such requirements exist and, if so, to account for them in dealing with potential publishers.
- Provide copies of copyrighted work to the granting agency.
- Some agencies may require prior approval of any proposed commercial publication, including approval of the selection process by which a publisher is obtained. The National Science Foundation, for example, requires documentation showing that a reasonable number of qualified publishers were given an opportunity to compete for the materials. Also, the selection criteria are subject to examination, as well as the final publishing contract.

With respect to any discovery or invention which arises or is developed in the course of or under this contract, Lexington-Fayette Urban County Government shall have the right to require the contractor, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to Lexington-Fayette Urban County Government

With respect to any copyrights and rights in data, Lexington-Fayette Urban County Government shall have the right to retain all copyrights and rights in data.

ACCESS TO RECORDS REQUIREMENTS

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

ACCESS TO RECORDS

The Contractor agrees that the Lexington-Fayette Urban County Government, the Secretary of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any and all books, documents, papers, and records of the Contractor which are directly pertinent to this specific project for the purposes of making an audit, examination, excerpts, and transcriptions.

RECORDS RETENTION REQUIREMENTS

Retention of all required records for three years after contractors or subcontractors make final payments and all other pending matters are closed.

CONTRACT AWARD RESTRICTION TO FOREIGN COUNTRIES

The recipient, Lexington-Fayette Urban County Government agrees to fully comply with applicable terms and conditions in Section 109 of Pub. L. 100-102 as set forth below:

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

(A) Definitions. "Component" as used in this clause means those articles, materials, and supplies incorporated directly into the product.

"Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or Subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country or controlled directly or indirectly by citizens or nationals of a foreign country.

- (1) If 50 percent or more of the Contractor or Subcontractor is owned by a citizen or a national of the foreign country;
- (2) If the title of to 50 percent or more of the stock of the Contractor or Subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;
- (3) If 50 percent or more of the voting power in the Contractor-Subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
- (4) In the case of a partnership, if any general partner is a citizen of the foreign country;
- (5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
- (6) In the case of a Contractor or Subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a)(1) through (5) of this clause.

"Product", as used in this clause, means construction materials-i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product

Lexington-Fayette Urban County Government will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

- (b) Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a Subcontractor of a foreign country on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (c) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
- (c) USTR list. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country - Japan. The USTR can add other countries to the list or remove countries from it in accordance with Section 109 (c) of Pub. L 100-202.
- (d) Certification. The Contractor may rely upon the certification of a prospective Subcontractor that it is not a Subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such Subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.
- (e) Subcontracts. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties in all subcontracts. This paragraph (e) shall also be incorporated in all subcontracts.

(End of Contract Clause)

Bids/proposals from such firms/suppliers shall be deemed nonresponsive and rejected.

Questions related to this issue should be directed to Division of Community Development, Lexington-Fayette Urban County Government, 200 E. Main Street 6th Floor, Lexington, Kentucky 40507.

KENTUCKY EQUAL EMPLOYMENT OPPORTUNITY ACT

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.570-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
2. The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
3. The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the nondiscrimination clauses required by this section; and
4. The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or worker's representative of the contractor's commitments under the non discrimination clauses.

The Act further provides:

KRS 45.610. Hiring Minorities - Information Required

1. For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
2. Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to KRS 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action Against Contractor -- Hiring of Minority Contractor or Subcontractor

1. If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certifications shall be binding upon the contracting agency unless it is reversed in the course of judicial review.
2. If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor compiles in full with the requirements of KRS 45.560 to 45.640.
3. The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority subcontractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630. Termination of existing employee not required, when:

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee, upon proof that the employee was employed prior to the date of the contract.

KRS 45.640. Minimum Skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

EXECUTIVE ORDER 11246 (24 CFR PART 130 A)

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated, during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice to be provided advising the said labor union or worker's representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

In case the work to be performed is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal Program involving such grant, contract, loan, insurance or guarantee, during the performance of this contract, the Contractor, in addition, agrees to comply with:

4. All provisions of the latest current Executive Order and executive amendments, of the rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

5. The contractor will furnish all information and reports required by the Executive, and by the rules, regulations and orders of the said committee, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

Saw Operator; Deckhand Scow Man; Dry Cement Handler;
 Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
 - Level C; Forklift Operator for Masonary; Form Setter;
 Green Concrete Cutting; Hand Operated Grouter & Grinder
 Machine Operator; Jackhammer; Pavement Breaker; Paving
 Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven
 Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
 Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
 Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;
 Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman;
 Gunnite Operator & Mixer; Grout Pump Operator; Side Rail
 Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free
 Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;
 Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
 - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;
 & Tunnel Mucker (Free Air); Directional & Horizontal
 Boring; Air Track Drillers (All Types); Powdermen &
 Blasters; Troxler & Concrete Tester if Laborer is Utilized

 PAIN0012-005 06/11/2005

BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN,
 HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,
 ROBERTSON, SCOTT & WOODFORD COUNTIES:

	Rates	Fringes
PAINTER		
Bridge/Equipment Tender and/or Containment Builder..\$ 18.90		5.90
Brush & Roller.....\$ 21.30		5.90
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....\$ 22.30		5.90
Sandblasting & Waterblasting.....\$ 22.05		5.90
Spray.....\$ 21.80		5.90

 PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

	Rates	Fringes
PAINTER (Heavy & Highway Bridges - Guardrails - Lightpoles - Striping)		
Bridge Equipment Tender and Containment Builder.....\$ 20.73		9.06
Brush & Roller.....\$ 23.39		9.06
Elevated Tanks;		

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
 Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;
 Burner & Welder; Bushhammer; Chain Saw Operator; Concrete
 Saw Operator; Deckhand Scow Man; Dry Cement Handler;
 Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
 - Level C; Forklift Operator for Masonary; Form Setter;
 Green Concrete Cutting; Hand Operated Grouter & Grinder
 Machine Operator; Jackhammer; Pavement Breaker; Paving
 Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven
 Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
 Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
 Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;
 Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman;
 Gunnite Operator & Mixer; Grout Pump Operator; Side Rail
 Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free
 Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;
 Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
 - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;
 & Tunnel Mucker (Free Air); Directional & Horizontal
 Boring; Air Track Drillers (All Types); Powdermen &
 Blasters; Troxler & Concrete Tester if Laborer is Utilized

 LABO0189-009 07/01/2014

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.66	11.10
GROUP 2.....	\$ 22.91	11.10
GROUP 3.....	\$ 22.96	11.10
GROUP 4.....	\$ 23.56	11.10

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement
 Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter
 Tender; Cement Mason Tender; Cleaning of Machines;
 Concrete; Demolition; Dredging; Environmental - Nuclear,
 Radiation, Toxic & Hazardous Waste - Level D; Flagperson;
 Grade Checker; Hand Digging & Hand Back Filling; Highway
 Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;
 Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail
 & Fence Installer; Signal Person; Sound Barrier Installer;
 Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;
 Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
 Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;
 Burner & Welder; Bushhammer; Chain Saw Operator; Concrete

Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;
Burner & Welder; Bushhammer; Chain Saw Operator; Concrete
Saw Operator; Deckhand Scow Man; Dry Cement Handler;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Level C; Forklift Operator for Masonary; Form Setter;
Green Concrete Cutting; Hand Operated Grouter & Grinder
Machine Operator; Jackhammer; Pavement Breaker; Paving
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;
Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman;
Gunnite Operator & Mixer; Grout Pump Operator; Side Rail
Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free
Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;
& Tunnel Mucker (Free Air); Directional & Horizontal
Boring; Air Track Drillers (All Types); Powdermen &
Blasters; Troxler & Concrete Tester if Laborer is Utilized

LABO0189-008 07/01/2017

ANDERSON, BULLITT, CARROLL, HARDIN, HENRY, JEFFERSON, LARUE,
MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE &
WASHINGTON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.14	13.29
GROUP 2.....	\$ 23.39	13.29
GROUP 3.....	\$ 23.44	13.29
GROUP 4.....	\$ 24.04	13.29

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement
Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter
Tender; Cement Mason Tender; Cleaning of Machines;
Concrete; Demolition; Dredging; Environmental - Nuclear,
Radiation, Toxic & Hazardous Waste - Level D; Flagperson;
Grade Checker; Hand Digging & Hand Back Filling; Highway
Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;
Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail
& Fence Installer; Signal Person; Sound Barrier Installer;
Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;
Wrecking of Concrete Forms; General Cleanup

Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson);
 FLEMING (Townships of Beechburg, Colfax, Elizaville,
 Flemingsburg, Flemingsburg Junction, Foxport, Grange City,
 Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton,
 Pecksville, Plummers Landing, Plummers Mill, Poplar Plains,
 Ringos Mills, Tilton & Wallingford);
 MASON (Eastern third, including Townships of Helena, Marshall,
 Orangeburg, Plumville & Springdale);
 NICHOLAS (Eastern eighth, including the Township of Moorefield
 Sprout)

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 31.33	23.97
ZONE 2.....	\$ 31.73	23.97
ZONE 3.....	\$ 33.33	23.97

ZONE 1 - Up to 10 mile radius of Union Hall, Ashland, Ky.,
 1643 Greenup Ave.

ZONE 2 - 10 to 50 mile radius of Union Hall, Ashland, Ky.,
 1643 Greenup Ave.

ZONE 3 - 50 mile radius & over of Union Hall, Ashland, Ky.,
 1643 Greenup Ave.

 LABO0189-003 07/01/2016

BATH, BOURBON, BOYD, BOYLE, BRACKEN, CARTER, CLARK, ELLIOTT,
 FAYETTE, FLEMING, FRANKLIN, GALLATIN, GRANT, GREENUP, HARRISON,
 JESSAMINE, LEWIS, MADISON, MASON, MERCER, MONTGOMERY, NICHOLAS,
 OWEN, ROBERTSON, ROWAN, SCOTT, & WOOLFORD COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.14	13.29
GROUP 2.....	\$ 23.39	13.29
GROUP 3.....	\$ 23.44	13.29
GROUP 4.....	\$ 24.04	13.29

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement
 Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter
 Tender; Cement Mason Tender; Cleaning of Machines;
 Concrete; Demolition; Dredging; Environmental - Nuclear,
 Radiation, Toxic & Hazardous Waste - Level D; Flagperson;
 Grade Checker; Hand Digging & Hand Back Filling; Highway
 Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;
 Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail
 & Fence Installer; Signal Person; Sound Barrier Installer;
 Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;

BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan);
 CARROLL (Eastern third, including the Township of Ghent);
 FLEMING (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);
 MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);
 NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);
 OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);
 SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 23.76	19.15
Structural.....	\$ 27.60	20.10

IRON0070-006 06/01/2017		

ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN, GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE, WASHINGTON & WOODFORD
 BOURBON (Southern two-thirds, including Townships of Austerlity, Centerville, Clintonville, Elizabeth, Hutchison, Littlerock, North Middletown & Paris);
 CARROLL (Western two-thirds, including Townships of Carrollton, Easterday, English, Locust, Louis, Prestonville & Worthville);
 CLARK (Western two-thirds, including Townships of Becknerville, Flanagan, Ford, Pine Grove, Winchester & Wyandotte);
 OWEN (Eastern eighth, including Townships of Glenmary, Gratz, Monterey, Perry Park & Tacketts Mill);
 SCOTT (Southern third, including Townships of Georgetown, Great Crossing, Newtown, Stampling Ground & Woodlake);

	Rates	Fringes
IRONWORKER.....	\$ 28.30	21.85

IRON0769-007 06/01/2017		

BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY & ROWAN
 CLARK (Eastern third, including townships of Bloomingdale,

Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (When used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler

GROUP 3 - All Off Road Material Handling Equipment, including Articulating Dump Trucks; Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4 - Bituminous Distributor; Burlap & Curing Machine; Cement Gun; Concrete Saw; Conveyor; Deckhand Oiler; Grout Pump; Hydraulic Post Driver; Hydro Seeder; Mud Jack; Oiler; Paving Joint Machine; Power Form Handling Equipment; Pump; Roller (Earth); Steerman; Tamping Machine; Tractor (Under 50 H.P.); & Vibrator

CRANES - with booms 150 ft. & Over (Including JIB), and where the length of the boom in combination with the length of the piling leads equals or exceeds 150 ft. - \$1.00 over Group 1 rate

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

IRON0044-009 06/01/2017

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 22.75	10.08

ELEC0317-012 06/01/2016		

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen)		
Cable Splicer.....	\$ 32.68	18.13
Electrician.....	\$ 33.31	22.98

ELEC0369-007 05/31/2017		

ANDERSON, BATH, BOURBON, BOYLE, BRECKINRIDGE, BULLITT, CARROLL, CLARK, FAYETTE, FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN, ROBERTSON, SCOTT, SHELBY, SPENCER, TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 31.07	16.60

ELEC0575-002 05/29/2017		

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 32.15	15.77

ENGI0181-018 07/01/2017		

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 31.95	15.15
GROUP 2.....	\$ 29.09	15.15
GROUP 3.....	\$ 29.54	15.15
GROUP 4.....	\$ 28.77	15.15

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill;

BRICKLAYER.....\$ 26.80 12.38

* BRKY0001-005 06/01/2017

BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE,
MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, & TRIMBLE
COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 26.80	12.38

* BRKY0002-006 06/01/2017

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 27.81	13.01

* BRKY0007-004 06/01/2017

BOYD, CARTER, ELLIOT, FLEMING, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 32.98	19.02

* BRKY0017-004 06/01/2017

ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN,
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,
OWEN, SCOTT, WASHINGTON & WOODFORD COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 26.47	12.76

CARP0064-001 05/01/2015

	Rates	Fringes
CARPENTER.....	\$ 27.50	16.06
Diver.....	\$ 41.63	16.06
PILEDRIVERMAN.....	\$ 27.75	16.06

ELEC0212-008 06/05/2017

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 27.90	17.56

ELEC0212-014 12/01/2014

General Decision Number: KY170100 10/13/2017 KY100

Superseded General Decision Number: KY20160100

State: Kentucky

Construction Type: Highway

Counties: Anderson, Bath, Bourbon, Boyd, Boyle, Bracken, Breckinridge, Bullitt, Carroll, Carter, Clark, Elliott, Fayette, Fleming, Franklin, Gallatin, Grant, Grayson, Greenup, Hardin, Harrison, Henry, Jefferson, Jessamine, Larue, Lewis, Madison, Marion, Mason, Meade, Mercer, Montgomery, Nelson, Nicholas, Oldham, Owen, Robertson, Rowan, Scott, Shelby, Spencer, Trimble, Washington and Woodford Counties in Kentucky.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/13/2017
2	02/03/2017
3	03/10/2017
4	05/19/2017
5	07/14/2017
6	08/04/2017
7	08/11/2017
8	09/08/2017
9	09/15/2017
10	09/29/2017
11	10/13/2017

* BRIN0004-003 06/01/2017

BRECKENRIDGE COUNTY

Rates

Fringes

POTENTIAL DBE CONTRACTOR(S) LIST

For a listing of DBE (Disadvantaged Business Enterprise) contractors/subcontractors please contact:

Sherita Miller
Division of Central Purchasing
200 E. Main Street, 3rd Floor
Lexington, KY 40507
(859) 258-3323
TDD [hearing impaired only] (859) 425-2563

Or

Todd Slatin
Division of Central Purchasing
200 E. Main Street, 3rd Floor
Lexington, KY 40507
(859) 258-3326
TDD [hearing impaired only] (859) 425-2563

LEAD BASED PAINT

- A. All paint to be lead free.
- B. Existing lead paint to be removed or concealed with an acceptable covering (paint, siding, etc.)
- D. Warning
 - 1. Use of lead-base paint materials on any surface, interior or exterior, is prohibited.
 - 2. Lead-base paint removal is a dangerous task and safety precautions should be strictly enforced when workers are engaged in hazard abatement.

DEBARMENT CERTIFICATION

All contractors/subcontractors shall complete the following certification and submit it with the bid proposal.

The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
 - a) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
 - c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: _____

Project: _____

Printed Name and Title of Authorized Representative: _____

Signature: _____

Date: _____

EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of _____
to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.

_____ has been appointed Equal Employment Compliance (EEOC) Officer and shall be available for counseling, answering of questions in regards to this company policy, and to hear any complaints of discrimination. The EEOC Office may be reached by calling _____.

Signature: _____
(Bidding Contractor)

Title:
Date:

ENERGY EFFICIENCY REQUIREMENTS

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163).

COMPLIANCE WITH THE CLEAN AIR AND WATER ACTS

Compliance with all applicable standards, orders, or requirements issued under section 206 of the Clean Air Act (42 U.S.C. 1857)(h), Section 506 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

COMPLIANCE WITH AIR AND WATER ACTS

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The Contractor and any of its subcontractors for work funded under this Agreement, in excess of \$100,000 agree to the following requirements:

1. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the Contractor to comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspecting, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA list of Violating Facilities.
4. Agreement by the Contractor that he/she will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

PUBLIC LAW 88-352: TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Developer agrees to insure that no person shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program in the multi-family rental housing facility developed through this contract.

PUBLIC LAW 90-284: TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 AND EXECUTIVE ORDER 11063

The Developer warrants and assures that they and their agents will not discriminate in the rental or leasing of housing units constructed under this contract and will in no way make unavailable or deny a dwelling to any person, because of race, color, religion, sex or national origin.

SECTION 109

The Developer will not on the ground of race, color, national origin, sex, age, or handicap:

- 1. Deny an facilities, services, financial aid or other benefits provided under the program or activity.**
- 2. Provide any facilities, services, financial aid or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.**
- 3. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity.**
- 4. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.**
- 5. Treat any individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity.**
- 6. Deny an opportunity to participate in a program or activity as an employee.**

OTHER FEDERAL REQUIREMENTS

INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or Delegate to the Congress of the United States and no Resident Commission, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF PUBLIC BODY, MEMBER OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No member, officer, or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or sub-contract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval of concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions, as are specified in 24 CFR 135.

HOUSING AND URBAN DEVELOPMENT ACT OF 1968
SECTION 3 CLAUSE
24 CFR 135 (B)

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project to be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements. (This Section 3 clause must be included verbatim in all contracts in excess of \$10,000).

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understandings, if any, a notice advising the said labor organization of workers representative of his commitments under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.

D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor and subcontractors, its

6. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assigned construction contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the President's Committee on Equal Employment Opportunity or as otherwise provided by law.

7. The contractor will include the provisions of Paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations or orders of the President's Committee on Equal Employment Opportunity, so that provisions will be binding upon each sub-contractor or vendor. The contractor will take such action with respect to any sub-contractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Steeplejack Work; Bridge &		
Lead Abatement.....\$ 24.39		9.06
Sandblasting & Water		
Blasting.....\$ 24.14		9.06
Spray.....\$ 23.89		9.06

PAIN0118-004 06/01/2014

ANDERSON, BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN,
HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY,
SPENCER, TRIMBLE & WASHINGTON COUNTIES:

	Rates	Fringes
PAINTER		
Brush & Roller.....\$ 18.50		11.97
Spray, Sandblast, Power		
Tools, Waterblast & Steam		
Cleaning.....\$ 19.50		11.97

PAIN1072-003 12/01/2016

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS and ROWAN COUNTIES

	Rates	Fringes
Painters:		
Bridges; Locks; Dams;		
Tension Towers & Energized		
Substations.....\$ 32.98		16.15
Power Generating Facilities.\$ 29.74		16.15

PLUM0248-003 06/01/2017

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
Plumber and Steamfitter.....\$ 35.00		25.12

PLUM0392-007 06/01/2014

BRACKEN, CARROLL (Eastern Half), GALLATIN, GRANT, MASON, OWEN &
ROBERTSON COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters.....\$ 29.80		17.79

PLUM0502-003 08/01/2016

BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN
(Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON,
LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE &
WASHINGTON COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 32.00	20.13

SUKY2010-160 10/08/2001

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 16.57	7.34
GROUP 2.....	\$ 16.68	7.34
GROUP 3.....	\$ 16.86	7.34
GROUP 4.....	\$ 16.96	7.34

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement Breaker

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

SIGN-IN SHEET

Pre-bid meeting 119-2017 Gainesway, Kirklevington and Mt. Tabor Park Improvements
October 25, 2017 @ 3:30 PM

October 25, 2017 @ 3:30 PM

[illegible]



LEXINGTON

2017-11-02 10:00
19407-1
2017-11-02 10:00

ADDENDUM #2

Bid Number: #119-2017

Date: November 2, 2017

**Subject: Gainesway, Kirklevington and Mount Tabor
Park Improvements**

**Address inquiries to:
Sondra Stone
859.258.3320**

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:

Bid opening has been extended to November 9, 2017. Clarifying addendum to follow.

**Todd Slatin, Director
Division of Central Purchasing**

All other terms and conditions of the Bid and specifications are unchanged.

This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Pro Landscape Group, Inc.

ADDRESS: 209 Ridgeway Dr.

SIGNATURE OF BIDDER: [Handwritten Signature]





LEXINGTON

LEXINGTON
KENTUCKY
LEXINGTON, KY 40507

ADDENDUM #3

Bid Number: #119-2017

Date: November 2, 2017

**Subject: Gainesway, Kirklevington and Mount Tabor
Park Improvements**

**Address inquiries to:
Sondra Stone
859.258.3320**

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:

1. Sheet A-4, Layout Plan Gainesway Park- There will be no gate required for the new 10' chain link fence on the end of the tennis courts.
2. A new 10' Chain Link Fence detail has been provided as part of this addendum and supersedes Detail A-5 on Sheet A-5.
3. Sheet B-1, Site Plan Kirklevington Park ADD ALT. #2 shall read: For tennis courts only, remove all existing asphalt paving down to the aggregate base; compact the existing aggregate base and add new aggregate as needed to allow for the new asphalt paving section (2" compacted asphalt base and 2" compacted asphalt surface) to meet the existing adjacent pickleball courts flush. Color coat and stripe 2 new courts and provide and install new posts and nets as per specifications. The adjacent pickleball courts are to remain and be protected during construction. Remove all perimeter chain link fencing and gates including posts and footers and replace with new 10' galvanized chain link fence fabric, gates and posts as per the specifications and new detail supplied in this addendum.
4. Base Bid- At Gainesway Park- Demolish four existing tennis courts and all existing fencing including the posts and footers and save and store the existing nets and net posts. Construct 2 new tennis courts as shown on the plans with new 10' galvanized fencing and posts as per the detail and specifications given in this addendum and as shown on the plans. At Kirklevington- demolish the existing basketball court paving, repave new court as shown on the plans and details, color coat and stripe and install new backboards and rims at regulation height.



5. See attached chain link fence specs and detail.



Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.

This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Pro Landscape Group, Inc.

ADDRESS: 209 Ridgeway Drive Richmond, KY 40475

SIGNATURE OF BIDDER: 



DIVISION 2

SECTION 02711 - CHAIN LINK FENCES

- Part 1—General
- Part 2—Products
- Part 3—Execution
- Part 4—Cleanup

PART 1—GENERAL

- A. Scope** - The work covered by these specifications includes the furnishing of all labor, equipment, appliances, transportation and materials required for the installation and/or erection of fences, gates, and related items as drawn or herein specified.
- B. Quality Assurance-** Erector Qualifications: Minimum of two years' experience installing similar fencing.
- C. Product Delivery, Storage and Handling**
 - 1. Deliver materials with manufacturer's tags and labels intact.
 - 2. Handle and store to avoid damage.

PART 2—PRODUCTS

- A. Chain Link Fabric**
 - 1. Shall conform to Federal specifications RR-F 191A.
 - 2. Type A, 2" square mesh fabric.
 - 3. Top edges knuckled.
 - 4. #9 gauge wire, conforming to ASTM 342-1, Class 1.
- B. Posts, Top rail, Braces, Gate Frames and Backstop Mid-rails**
 - 1. Shall be standard O.D., SS40 pipe.
 - 2. Base Metal - shall be steel of such quality that the fabricated product will meet the performance criteria set forth in this standard. The steel strip used in the manufacture of the pipe shall conform to ASTM A-569.
 - 3. Zinc - used in the manufacture of flo-coat pipe and shall conform to ASTM B-6 High Grade and Special High Grade Zinc.
 - 4. Clear Coating - shall be manufactured from high grade raw materials which produce a cross linked acrylic polyurethane coating.
 - 5. Internal Coating - shall have a minimum zinc power loading of 87% by weight and be capable of providing galvanic protection.
- C. Technical**
 - 1. Weight of Zinc Coatings - shall be determined by the method contained in ASTM A-90.
 - 2. Chromate Coating Weight - shall be 30 micrograms/sq. in.
 - 3. Exterior Clear Coated Surface - shall have a demonstrated ability to resist 1000 hours of exposure to salt fog with a maximum of 5% red rust when conducted in accordance with ASTM-B117.
- D. Performance Properties of the Product**
 - 1. The strength of line, end, corner and pull posts shall be determined by a 6-foot cantilever beam test.
 - 2. The strength of top rail shall be determined by using a 10' tree supported beam test.

	Diameter	SS40st/ft	6' Cantilever
Line posts, gate post	2-1/2"	3.117 lbs	330 lbs
End, corner, gate post	3"	4.640 lbs	610 lbs
*Top rails	1-5/8"	1.836 lbs	135 lbs
*Braces	1-5/8"	1.836 lbs	135 lbs
*Gate frames	NA	NA	NA

***Note:** 10' support load 327 lbs. All pipe materials shall be prime, no welds or "reject" pipe. Letter of "Mill Certification" shall be provided on pipe.

- E. Provide approved malleable post tops, sleeves, and other fittings for complete installation. All such frame work shall be hot-dip, zinc-coated after fabrication.

PART 3—EXECUTION

A. Inspections

1. Verify that final grading in fence location is completed without irregularities which would interfere with fence installation.
2. Do not commence work until unsatisfactory conditions have been corrected.

B. Installation

1. Posts shall be buried in concrete cylinders to a minimum depth of 27" to 30" of concrete.
2. Concrete cylinders shall have the following minimum diameter:

Line posts	9"
Corner posts	12"
Gate posts	NA

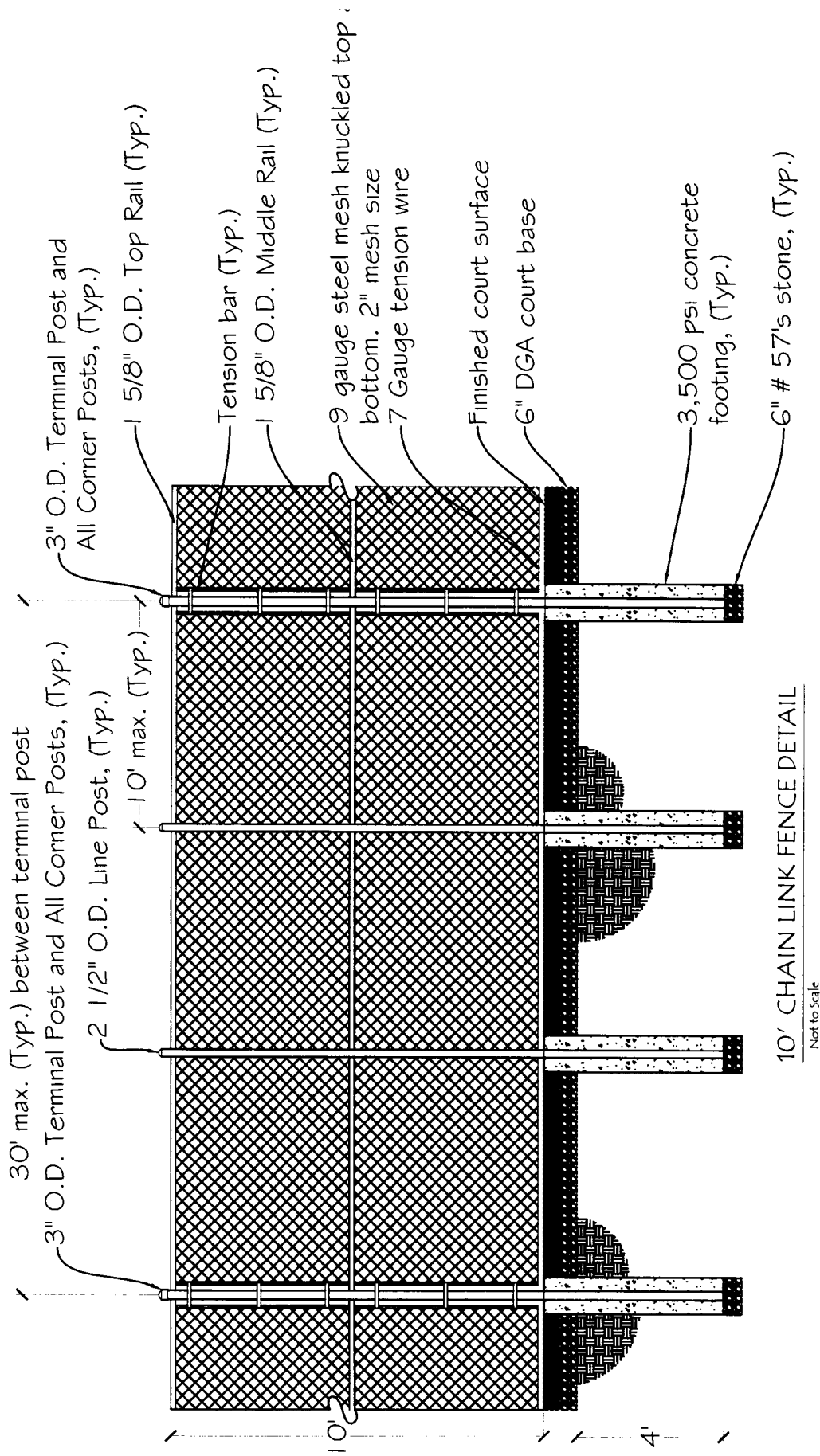
3. Where installed through asphalt paving, the top of the cylinders shall be flush with the surface of the asphalt. Top of the cylinder shall be troweled to a smooth surface.
4. Unless otherwise indicated, posts shall be spaced not more than 10 feet apart.
5. Fabric to be tied every foot.

PART 4—CLEANUP

- A. All rough edges, tags and staples to be removed.
- B. Site is to be left free of all trash and debris.

Note: All equals to be submitted to the Park Designer 48 hours prior to the bid opening.

END OF SECTION



Bid No. 119-2017
Gainesway, Kirklevington and
Mount Tabor Park Improvements
 ADDENDUM # 3

Note: This detail supersedes Detail A-5
 on Sheet A-5, Details Plan for Gainesway
 Park. Follow fence layout as per drawings and
 dimensions given.

November 2, 2017

IX. TECHNICAL SPECIFICATIONS

BID NO. 119-2017

PART 5 – TECHNICAL SPECIFICATIONS

02070 – Selective Demolition
02115 – Tree and Shrub Removal
02200 – Earthwork
02210 – Finish Grading
02270 - Erosion Control and Tree Protection
02510 – Asphalt Pavement – Trail New
02511 – Asphalt Pavement – Athletic New
02513 - Athletic Court Surfacing
02520 – Concrete Pavement
02720 – Storm Drainage
02830 – Chain Link Fence Galvanized
02831 – Chain Link Fence Vinyl-Coated
02870 – Site Specialties
02871 – Prefabricated Shelters
02872 – Outdoor Fitness Equipment
02930 – Seeding

DIVISION 2

SECTION 02070 – SELECTIVE DEMOLITION

Part 1—General

Part 2—Materials/Performance

PART 1—GENERAL

A. Scope

1. BASE BID: Gainesway Park – demolish existing asphalt on 4 tennis courts and fence fabric
2. BASE BID: Kirklevington Park – demolish existing asphalt on 1 basketball court
3. BASE BID: Mount Tabor Park – none
4. ADD ALTERNATE #4: Gainseway Park – demolish concrete sidewalk and asphalt trail sections
5. ADD ALTERNATE #5: Mount Tabor Park – demolish existing wood picnic shelter and pad

PART 2 - MATERIALS/PERFORMANCE

A. Precautions

1. During removal, care is to be taken to avoid damage to any subsurface material or adjacent utilities or property.

B. Hauling & Disposal

1. For all LFUCG projects any fill, trash, construction demolition debris, yard waste, dirt or debris of any kind that is removed from the project site must be disposed of in accordance with local, state, and federal regulations. The disposal site or facility must be approved in advance by the LFUCG and disposal documentation is required. The Contractor will be responsible for payment of any fines associated with improper disposal of material removed from the project site.

C. Cleanup

2. Site is to be left free of construction rubble prior to beginning new construction.

END OF SECTION

DIVISION 2

SECTION 02115 – TREE AND SHRUB REMOVAL

Part 1—General

Part 2—Materials/Performance

PART 1—GENERAL

A. Scope

1. Base Bid – no tree or shrub removal in scope
2. Additive Alternate #1 – no tree or shrub removal in scope
3. Additive Alternate #2 – no tree or shrub removal in scope
4. Additive Alternate #3 – remove selective trees and shrubs as needed to construct new paved trail. For trees and shrubs removed that are six (6) inches or greater in trunk diameter 6 inches above the ground, roots masses shall also be removed. Removal can be achieved mechanically or by grinding. Remaining void must be filled with subgrade soils capable of achieving required compaction under new pavements (98%) and/or under new sports fields and lawns (90%).
5. Additive Alternate #4 – no tree or shrub removal in scope

PART 2 - MATERIALS/PERFORMANCE

A. Precautions

1. During removal, care is to be taken to avoid damage to any subsurface material or adjacent utilities or property.

B. Hauling & Disposal

1. For all LFUCG projects all vegetative debris or debris of any kind that is removed from the project site must be disposed of in accordance with local, state, and federal regulations. The disposal site or facility must be approved in advance by the LFUCG and disposal documentation is required. The Contractor will be responsible for payment of any fines associated with improper disposal of material removed from the project site.

C. Cleanup

1. Site is to be left free of construction rubble prior to beginning new construction.
2. All disturbed areas to be seeded per specification 02930 Seeding General.

END OF SECTION

DIVISION 2

SECTION 02200 — EARTHWORK

- Part 1—General
- Part 2—Products
- Part 3—Execution

PART 1 GENERAL

I. WORK INCLUDED

- A. General earthwork requirements.

II. RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02215, Finish Grading
- B. Section 02270, Erosion Control

III. MEASURE AND PAYMENT

- A. Payment shall be lump sum unless additional work is requested and approved by Owner. For approved additional work, payment shall be based on unit cost included in this Contract.

IV. DEFINITIONS

- A. Subgrade is the grade elevation above which topsoil, infield mix, or base course for paving is placed.
- B. Finish grade is the final grade elevation indicated on the drawings or as instructed by the Owner's Representative.
- C. Laser grading refers to grading operations that use a dual-slope laser which guides a reflector-mounted valve that automatically adjusts the cutting height of the grading equipment. Use only box blades pulled by laser-guided, rubber-tired tractors to fine grade playing surfaces and areas within playing fields.

V. QUALITY ASSURANCE

- A. Qualifications: All Contractors or subcontractors performing work under this Section shall be qualified to do such work and hold the appropriate registration, license, or other permit as required by state or local law.
- B. Requirements of Regulatory Agencies: Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

VI. JOB CONDITIONS

- A. Existing Conditions
 - 1. Site Inspection: Contractor shall become familiar with the site, the plans, the specifications and plan requirements and is responsible to call any discrepancies or potential problems to the attention of the Owner's Representative.
 - 2. Do not interrupt existing utilities service facilities occupied and used by Owner or others.
- B. Soil Conditions
 - 1. Contractor is responsible for controlling moisture content in fill materials to allow obtaining required compaction densities.

2. Contractor is responsible not to work on or travel over cut areas that have excessive moisture content.

C. Protection

1. Protect, maintain and restore bench marks, monuments, and other reference points affected by this work. If such items are displaced or destroyed by this work, they will be reestablished by a licensed surveyor at Contractor's expense. After items have been permanently set, certify the work and furnish certification to the Owner's Representative.
2. Utilities:
 - a) Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operation in order that these operations may progress in a reasonable manner.
 - b) Exercise all precautions necessary to prevent damage to pipes, conduits, and other underground structures. When or where any direct or indirect damage or injury to private or public property is caused in the execution of this contract, such property shall be restored by this Contractor and at this Contractor's expense.
 - c) The locations of existing underground piping and electrical ducts, where shown on the drawings or otherwise directed, is only considered as approximate. Contractor shall exercise particular care in locating such utility lines by hand digging to prevent them from being damaged by excavating equipment.
 - d) Contractor shall be responsible for any damage done to existing utility lines and shall replace any such damage at his/her expense. All piping, duct banks, conduit, water and other service lines encountered in excavating, unless required to be removed, shall be supported and braced. Lines not shown on the plans are to be reported to the Owner's Representative. Do not move, cut, cap or alter in any manner without the approval of the Owner's Representative.
3. Drainage
 - a) Protect excavations and site in general from ponding water and erosion. Construct and maintain temporary drainage.
 - b) Protect all drainage systems from siltation by using proper grading practices, silt fencing, and check dams.

D. Temporary Drainage

1. The Contractor shall be responsible for all necessary temporary drainage and shall employ temporary ditches, pumping, or other elements necessary to eliminate ponding and water accumulation.
2. The site shall be maintained in a freely draining condition at all times and to prevent water from draining unnecessarily onto adjacent properties. Proper drainage will be provided for any water or springs which may be encountered.

E. Environmental Requirements

1. Dirt on Pavements: where the contractor's equipment is operated on any portion of the pavement used by traffic, the Contractor shall clean the pavement of all dirt and debris at the end of each day's operations.
2. Dust Control: Dust control operations shall be performed by the Contractor to keep the amount of dust and dirt to a minimum. Water used for dust control shall be furnished and applied by means of tanks equipped with suitable sprinkling devices. Water used shall be paid for by the Contractor. The Owner's Representative along with the Contractor's representative shall determine when water is required to alleviate or prevent dust nuisance.
3. Provide for surface drainage during the period of construction in a manner to avoid creating a nuisance to adjacent areas. Keep excavation free of water during the entire process of the work, regardless of the case, source, or nature of the water.
4. Provide erosion control devices as shown on the plans and as required by local, state, or federal law.

5. Trees to remain shall be protected as indicated.
- F. Scheduling: Contractor shall stay informed of the construction progress of all other contractors and/or subcontractors working on the project, particularly where they affect other work.
- G. Surveyor: Contractor shall survey or have surveyed proposed grades and check or have checked the grades during the progress of the work.
- H. Construction Stakes:
 1. Construction stakes shall be set to mark the general location, alignment, elevation, and grade of the work. The Contractor shall assume full responsibility for dimension and elevations from such stakes.
 2. The Contractor shall furnish at his expense the size, quality, and quantity of stakes required.
- I. Contractor shall notify owner immediately of unexpected sub-surface conditions.

VII. GUARANTEE

- A. The guarantee period as shall commence with the date of issuance of the Final Certificate for Payment.

PART 2 PRODUCTS

I. 2.01 MATERIALS

- A. All fill material is subject to testing and inspection.
- B. Free from roots and vegetation as stripped on the site or as approved by the Owner's Representative for material imported to the site. If imported, it shall be natural, fertile, friable, productive soil, neither excessively acid nor alkaline, and free from toxic substances, stones, weeds, clay, clods, roots, cinders, and debris.

II. EXCAVATION MATERIAL

- A. All material shall be unclassified. Owner's Representative must visually verify quantity of solid rock requiring removal if encountered. Once verified, payment shall be based on the unit price included in this Contract. Removal to include hauling and disposal of rock from project site.

PART 3 EXECUTION

I. PREPARATION

- A. Protection
 1. Provide adequate protection measures to protect workmen and passersby on the site. Fully protect existing buildings, streets, and adjacent property throughout operations.
 2. Locate existing underground utilities by careful hand excavation. If utilities are to remain in place, provide protection from damage during construction operations.
- B. Rough Grading
 1. Prior to placing fill, or excavation, strip all areas indicated on plans to a suitable depth to achieve final proposed grade indicated on plans once topsoil is placed.
- C. Topsoil Removal
 1. Topsoil shall be stockpiled on site for reuse. If surplus exists, Contractor shall be responsible for removal from site or Owner may opt to remove surplus soils for use elsewhere.
- D. Excavation
 1. Excavation shall be unclassified.
 2. Perform excavation to lines and grades on the drawings.

3. Provide shoring, sheeting, and bracing to prevent caving, erosion, or gulying of sides of excavation.
4. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the Owner's Representative immediately for directions as to procedure. Cooperate with Owner and/or utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
5. Compaction of excavated areas shall be as per that indicated for fill materials below, unless otherwise indicated in a soils report for the project.

II. INSTALLATION

A. Fill Materials

1. Unless otherwise indicated in a soils report for the project, fill material shall be compacted to not less than the following requirements:
 - a. Exterior slabs, sidewalks and building pads: 98 percent of the maximum dry density as determined by the Standard Proctor moisture-density test, ASTM D698.
 - b. Lawn and Planting Area: 90 percent of the maximum dry density as determined by the Standard Proctor moisture-density test, ASTM D698.

B. Finish Grading

1. Topsoil shall be as stockpiled on the site.
2. If the materials stockpiled on the site do not produce the necessary –amount of material satisfactory for topsoil or the formation of the subgrade as specified, suitable materials from off-site shall be obtained upon the approval of the Owner's representative.

III. FIELD QUALITY CONTROL

A. Soil Compaction Tests

1. If necessary, field density tests shall be performed in sufficient number to ensure that the specified density is being obtained. Tests shall be approved in advance by Owner and be in accordance with AASHTO Standard T191 or T205 or by other approved testing methods. Payment shall be directly to testing laboratory by Owner.

B. Grading of Subgrade

1. The subgrade surface in lawn areas may be within +/- 1 inch of design subgrade elevation. The subgrade surface in paved areas shall be within ½ inch of the design subgrade elevation.

IV. GRANULAR MATERIAL

- ### **A.**
1. Install and compact granular material to serve as a base for pavements as specified.

V. PROTECTION

- ### **A.**
1. Be responsible for and maintain embankment areas until completion and final acceptance of the project by the Owner.
- ### **B.**
1. Maintain storm water pollution prevention measures. Install other measures, including sediment basins as may be required.

VI. CLEANUP

- A. Upon completion of work of this Section, clean up and leave areas free of debris, excess material, and equipment.
- B. Waste excess earth on Owner's property in areas only designated IF approved by Owner's Representative.

END OF SECTION

DIVISION 2

SECTION 02210 - FINISH GRADING

- Part 1—General
- Part 2—Products
- Part 3—Execution

PART 1—GENERAL

I. Work Included

- A. Work under this section includes providing all materials, labor, equipment, tools, and services to spread topsoil over subgrade as needed on field and in surrounding park areas to meet elevations indicated on the plans.
- B. Work under this section also includes precise grading in the areas of the sports fields to achieve grades shown on plans

II. Related Work Specified Elsewhere

- A. Section 02200, Earthwork
- B. Section 02270, Erosion Control

III. Measure and Payment

- A. Payment shall be as per lump sum. Additional work requested and authorized by the Owner shall be paid based on unit costs included within this Contract.

IV. Quality Assurance

- A. Qualifications: Contractors or subcontractors performing work under this Section shall be qualified to do such work and hold the appropriate registration, license, or other permit as required by state or local law.
- B. Requirements of Regulatory Agencies: Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.
- C. Soils Testing Laboratory/Soils Engineer: Owner will employ a qualified soils testing laboratory/engineer to observe this work and make tests as required.
 - 1. Work to be done includes:
 - a. Have earth borrow fill, aggregate, sand, topsoil, and structural fill tested and approved by designated testing laboratory before moving it to the job site.
 - b. Observe the proof-rolling of areas where paving will be located to determine adequacy of soil compaction and in-place soils. If soils are not adequate to bear weights that will be imposed, testing laboratory will direct corrective action to be taken.
 - c. Test in-place soil and filled and compacted areas. If these are not adequate to bear weights imposed, contractor shall advise the Owner, who will direct any corrective measures that are necessary.
 - 2. If necessary, field density tests shall be performed in sufficient number to ensure that the specified density is being obtained. Tests shall be approved in advance by Owner and be paid directly to the testing laboratory.
- D. Applicable specifications for compacted fill: The following current American Society for Testing Materials (ASTM) Standards are hereby made part of this Specification:
 - 1. D421-58, Dry Preparation of Soil Samples for Grain-Size Analysis and Determination of Soil Constants.
 - 2. D422-63, Standard Method for Particle Size Analysis of Soils
 - 3. D1140-54, Method of Test for Amount of Material in Soils Finer than the No. 200 Sieve.
 - 4. D1557-78, Standard Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54-kg) Rammer and 18 in. (457 mm) Drop.

V. Job Conditions

A. Existing Conditions

1. Site Contractor shall familiarize him/herself with the site, the plans, the specifications and plan requirements and is responsible for calling any discrepancies or potential problems to the attention of the Owner.
2. Do not interrupt existing utilities service to facilities occupied and used by Owner or others.

B. Soil Conditions

1. Contractor is responsible for controlling moisture content in fill materials to allow obtaining required compaction densities.
2. Contractor is responsible not to work on or travel over cut areas that have excessive moisture content.

C. Protection

1. Protect, maintain, and restore bench marks, monuments and other reference points affected by this work. If such items are displaced or destroyed by this work, they will be reestablished by a licensed surveyor at Contractor's expense. After items have been permanently set, certify the work and furnish certification to the Owner.
2. Utilities
 - a. Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operation in order that these operations may progress in a reasonable manner.
 - b. Exercise all precautions necessary to prevent damage to pipes, conduits, and other underground structures. When or where any direct or indirect damage or injury to private or public property is caused in the execution of this contract, such property shall be restored to satisfactory condition by the Contractor and at the Contractor's expense.
 - c. The locations of existing underground piping and electrical ducts, where shown on the drawings, are only considered as approximate. The Contractor shall exercise particular care in locating such utility lines by hand digging to prevent them from being damaged by excavating equipment.
 - d. The Contractor shall be responsible for any damage done to existing utility lines and shall replace any such damage at this expense. All piping, duct banks, conduit, water and other service lines encountered in excavating, unless required to be removed, shall be supported and braced. Lines not shown on the plans are to be reported to the Owner. Do not move, cut, cap or alter in any manner without the approval of the Owner.
3. Drainage
 - a. Protect excavations and site in general from ponding water and erosion. Construct and maintain temporary drainage. Pump, if necessary, to keep excavations free of water.
 - b. Protect all drainage systems from siltation by using proper grading practices, silt fencing, and check dams.

D. Temporary Drainage

1. The Contractor shall be responsible for all necessary temporary drainage and shall employ temporary ditches, pumping and other elements necessary to eliminate ponding and water accumulation.
2. The site shall be maintained in a freely draining condition at all times and to prevent water from draining unnecessarily onto adjacent properties. Proper drainage will be provided for any water or springs which may be encountered.

E. Environmental Requirements

1. Dirt on pavements: Where the Contractor's equipment is operated on any portion of the pavement used by vehicular or pedestrian traffic, the Contractor shall clean the pavement of all dirt and debris at the end of each day's operations.
2. Dust control: Dust control operations shall be performed by the Contractor to keep the amount of dust and dirt to a minimum. Water used for dust control shall be furnished and applied by means of tanks equipped with suitable sprinkling devices. All water used shall be paid for by the Contractor. The Owner, along with the Contractor, shall determine when water is required to alleviate or prevent dust nuisance.
3. Provide for surface drainage during the period of construction in a manner to avoid crating a nuisance to adjacent areas. Keep excavation free of water during the entire process of the work, regardless of the case, source, or nature of the water.
4. Provide erosion control devices as shown on the plans and as required by local, state, or federal law.
5. Trees to remain shall be protected as shown on the plans.

F. Scheduling

Contractor shall keep him/herself informed of the construction progress of all other Contractors and/or Subcontractors working on the project, particularly where they affect his work, and shall coordinate his work with that of other Contractors to ensure efficient and orderly progress of the work.

G. Surveyor

1. Contractor shall survey or have surveyed proposed grades and check or have checked the grades during the progress of the work.
2. Grading tolerance on athletic field shall be plus or minus ½ inch for subgrade (25 x 25 grid survey required for certification)
3. Grading tolerance on athletic field shall be plus or minus ¼ inch for finish grade of both topsoil (25 x 25 grid survey required for certification)
4. Contractor must use tractor mounted laser box guided equipment using turf tires in order to minimize compaction. Bulldozers are only acceptable for rough finish grades only.

H. Construction Stakes

1. Construction stakes shall be set to mark the general location, alignment, elevation, and grade of the work. The Contractor shall assume full responsibility for dimension and elevations from such stakes.
2. The Contractor shall furnish at his/her expense the size, quality, and quantity of stakes required.

VI. Guarantee

- A.** The guarantee period as required by the Unit Price Contract shall commence with the date of issuance of the Final Certificate for Payment.

PART 2—PRODUCTS

I. Topsoil

- A.** Topsoil stripped and stored on site shall be used for work of this section.
- B.** Additional topsoil, if required, shall be approved by Owner prior to import. Payment for approved, imported topsoil shall be calculated using unit prices included in this bid.
- C.** Any imported topsoil shall be surface soil with a known local capability of satisfactorily supporting turf growth. It shall be free of any admixture of subsoil, stones, lumps, clods of hard earth, plants and their roots, sticks, and other extraneous matter. Topsoil shall not be used for planting operations while in a frozen or muddy condition.
- D.** Borrow of topsoil on site at Owner's direction shall be calculated using units in this bid.

- E. Owner retains first right of refusal to any surplus topsoil remaining in stock piles at the conclusion of the project.
- F. Any surplus topsoil remaining in stock piles that they Owner does not want shall be removed from the site by the Contractor.

PART 3—EXECUTION

I. Grades

- A. All areas within ballfield shall have 6" topsoil that is a silty loam with maximum 30% clay content.
- B. All lawn areas outside ballfield fence and perimeter as described above shall have minimum of 4" topsoil that is a silty loam with maximum 30% clay content.
- C. Finish grades shall be the proposed final grades shown on the drawings.
- D. Turf areas shall be finish graded so as to meet walks and adjoining surfaces so that after settlement no water pockets or ridges will remain.

II. Installation

- A. Loosen subgrade to a depth of 2" over all lawn areas by means of a cultimulcher or approved equal.
- B. Topsoil to be spread so that after natural settlement and light rilling the completed work will conform to the lines, grades, and elevations shown on the drawings.
- C. Finish grade for all swale grades as shown on the plans.
- D. Where not otherwise indicated, project areas within the limits of grading shall be given uniform slopes between points for finished grades which are shown or between such points and existing grade.
- E. After spreading, topsoil shall be lightly compacted, as necessary, to minimize settlement.

- III. Upon completion of the work, the Contractor shall leave the area in a neat and presentable condition acceptable to the Owner.

END OF SECTION

DIVISION 2

SECTION 02270 – EROSION CONTROL AND TREE PROTECTION

- Part 1—General
- Part 2—Products
- Part 3—Execution

PART 1—GENERAL

- I. Work Included**
 - A. Determining TPZ (Tree Protection Zone), if applicable
 - B. Installation of tree protection fence, if applicable
 - C. Installation of erosion control devices as per local, state, and/or federal storm water pollution prevention requirements per plans.
 - D. Dust Control
 - E. Maintenance of tree protection fences (if applicable) and erosion control devices during the construction.
 - F. Maintenance of records regarding the installation.
 - G. Removal of erosion control devices at the appropriate time.
- II. Related Work Specified Elsewhere**
 - A. Section 02200 – Earthwork
 - B. Section 02215 - Finish Grading
- III. Measure and Payment**
 - A. Installation and maintenance of all tree protection fences and erosion control measures shown on plans are part of the lump sum base bid.
- IV. Submittals**
 - A. If requested, submit interim reports and data as may be required by governing agencies.
- V. Quality Assurance**
 - A. Qualifications: All Contractors or Subcontractors performing work under this section shall be qualified to do such work and hold the appropriate registration, license, or other permit as required by state or local law.
 - B. Requirements of Regulatory Agencies: Contractor shall procure all permits and licenses, pay all chargers and fees, and give all notice necessary and incidental to the due and lawful prosecution of work.
- VI. Job Conditions**
 - A. Site Inspection: Contractor shall familiarize him/herself with the site, the plans, the specifications and plan requirements and is responsible to call any discrepancies or potential problems to the attention of the Owner.
 - B. Protection: Carefully maintain all bench marks, construction stakes, monuments, or other reference points. If any are disturbed or destroyed, replace as directed.
 - C. Coordination: Contractor shall coordinate with the clearing and grading Subcontractor(s) to ensure the timely installation of required items and the maintenance or repair of the same.

VII. Inspection

- A. Owner may make periodic site visits to inspect erosion control devices. If erosion control devices are not being properly installed and maintained, a written notice will be issued.
- B. The work site is also subject to inspection by governing bodies having jurisdiction. Such inspections may be without notice and the Contractor will be subject to any penalties as may apply.
- C. The Contractor shall inspect all erosion control devices on a weekly basis and within 24 hours of all storm events that produce $\frac{1}{2}$ " or more of rain within a 24 hour period. All defects discovered by these inspections shall be repaired within 24 hours.

PART 2—PRODUCTS

I. Materials

- B. Materials shall be as required by the governing agencies having jurisdiction and by the specifications. The more stringent shall apply.
- C. Construction entrance per LFUCG Stormwater Manual section 11.4.6
- D. Silt Fence per LFUCG Stormwater Manual section 11.5.4 or equal
- E. Slope stabilization mat per LFUCG Stormwater Manual 11.4.8 or equal

PART 3—EXECUTION

I. Installation

- A. If applicable, install tree protection fencing around the TPZ per the following formula: 1 inch DBH = 1.5 ft. radius CRZ (DBH = Diameter of tree at breast height; CRZ = Critical Root Zone)
- B. Install construction entrance per LFUCG standards as indicated on plans.
- C. Install perimeter silt fence per LFUCG standards as indicated on plans.
- D. Protect newly graded areas from erosion.
- E. Repair settlement and erosion that occurs prior to acceptance of work.

II. Maintenance and Repair

- A. Perform periodic maintenance on tree protection and silt fences to keep in original, installed condition and free of debris.
- B. Dust shall be controlled per LFUCG Stormwater Manual section 11.4.7

III. Removal

- A. Remove erosion control devices at the appropriate time upon completion of construction and seeding and in accordance with all applicable governmental agencies.
- B. Finish grade areas where such devices have been removed and seed all disturbed areas following specification in Section 02830 Seeding.

IV. Cleanup

- A. Upon completion of the work, the Contractor shall leave the area in a neat and presentable condition acceptable to the Owner.

END OF SECTION

DIVISION 2
SECTION 02510 - ASPHALT PAVING FOR NEW TRAILS

- Part 1—General
- Part 2—Materials
- Part 3—Execution

PART 1—GENERAL

A. Quality Assurance

1. **Qualifications of Asphalt Concrete Producer:** Use only materials which are furnished by a bulk asphalt concrete producer regularly engaged in production of hot-mix, hot-laid asphaltic concrete.
2. **Grade:** Contractor shall produce final surfaces of uniform texture conforming to required grades and cross sections.
3. **Smoothness:** Test finished surface of each asphalt course for smoothness, using a 10' straight edge applied parallel to, and at right angles to, center line of paved areas. Surfaces will not be acceptable if exceeding 1/4" deviation in 10'. The only exception will be crowned surfaces which are to be crowned smoothly.

B. Job Conditions

1. Weather Limitations

- a. Apply asphalt base course when ambient temperature in the shade is above 35° F. and when temperature has not been below 35° F. for 12 hours immediately prior to application.
- b. Do not apply when existing asphalt surface is wet or contains moisture that would prevent uniform distribution and penetration.
- c. Construct asphalt surface course only when air temperature is above 40° F. and when base course is dry and weather is not rainy.

2. Grade Control

Establish and maintain the required lines and grades, including crown and cross-slope, for each course during construction operations.

3. Traffic Control

- a. Maintain vehicular and pedestrian traffic during paving operations, as required for other construction activities.
- b. Provide flagmen, barricades, warning signs, and otherwise fulfill traffic control requirement of the KY D.O.T. when working on or near public right-of-way.

4. Site Maintenance & Restoration

- a. Site must be maintained during construction in such a manner as to provide for the safety of the public and the security of the property from damage.
- b. Access routes for all construction vehicles must be approved by Owner prior to beginning construction.
- c. Any and all damage to site, including but not limited to, existing structures, grass areas, concrete or other paving, and fencing, must be restored to a condition acceptable to the owner.

PART 2—MATERIALS

A. New Paved Trails (all locations unless otherwise noted on plans)

1. Tack Coat Emulsion

Asphaltic binder emulsion as per industry standard.

2. Aggregate Base

6" DGA minimum

3. Asphaltic Concrete

2" base course and 2" surface course, Class I

PART 3—EXECUTION

A. Preparing the Mixture

1. Comply with locally acceptable conditions for storage, control, and mixing, and for plant equipment and operation.
2. **Stockpiles**
 - a. Keep each component of the various sized combined aggregates in separate stockpiles.
 - b. Maintain stockpiles so that separate aggregate sizes will not be intermixed.
3. **Heating**
 - a. Heat the asphalt cement at the mixing plant to viscosity at which it can be uniformly distributed throughout mixture.
 - b. Use lowest possible temperature to suit temperature-viscosity characteristics of asphalt.
 - c. Do not exceed 350° F. (176.6° C.)
4. **Aggregate**
 - a. Heat-dry aggregates to reduce moisture content to not more than 1.0%.
 - b. Deliver dry aggregate to mixer at recommended temperature to suit penetration grade and viscosity characteristics of asphalt cement, ambient temperature, and workability of mixture.
 - c. Accurately weigh or measure dry aggregates and weigh or meter asphalt cement to comply with job-mix formula requirements.
5. Mix aggregate and asphalt cement to achieve 90-95% of coated particles for base mixtures and 85-90% of coated particles for surface mixtures.
6. **Transporting**
 - a. Transport asphalt concrete mixtures from mixing site in trucks having tight, clean compartments.
 - b. Coat hauling compartments with a lime-water mixture to prevent asphalt concrete mixture from sticking.
 - c. Elevate and drain compartment of excess solution before loading mix.
 - d. Provide covers over asphalt concrete mixture when transporting to protect from weather and to prevent loss of heat.
 - e. During periods of cold weather or for long-distance deliveries, provide insulation around all truck bed surfaces.

B. Equipment

1. Provide size and quantity of equipment to complete the work specified within project time schedule.
2. **Bituminous Pavers**

A paving machine will be used.
3. **Rolling Equipment**
 - a. Self-propelled, steel-wheeled rollers that reverse direction without backlash.
 - b. Other type rollers may be used if acceptable to the Owner.
4. **Hand Tools**

Provide rakes, lutes, shovels, tampers, smoothing irons, pavement cutters, portable heaters, and other miscellaneous small tools to complete the work specified.

C. Placing the Mix

1. Place asphalt concrete mixture on prepared surface, spread and strike-off using paving machine.
2. Spread mixture at a minimum temperature of 225° F. (107.2° C.)
3. Inaccessible and small areas may be placed by hand.
4. Place each course at thickness so that when compacted it will conform to the grade, cross-sections, finish thickness, and density indicated.

5. Paver Placing

- a. Unless otherwise directed, begin placing along centerline of areas to be paved on crowned section, and at high side of sections on one-way slope, and in direction of traffic flow.
- b. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips.
- c. Complete base courses for a section before placing surface courses.
- d. Place mixture in continuous operation as practicable.

6. Hand Placing

- a. Spread, tamp, and finish mixture using hand tools in areas where machine spreading is not possible.
- b. Place mixture at a rate that will ensure handling and compaction before mixture becomes cooler than acceptable working temperature.

7. Joints

- a. Carefully make joints between old and new pavements, or between successive days' work, to ensure a continuous bond between adjoining work.
- b. Construct joints to have same texture, density, and smoothness as adjacent sections of asphalt concrete course.
- c. Clean contact surfaces free of sand, dirt, or other objectionable material and apply tack coat.
- d. Offset longitudinal joints in succeeding courses not less than 6 in.
- e. Cut back edge of previously placed course to expose an even, vertical surface for full course thickness.
- f. When the edges of longitudinal joints are irregular, honeycombed, or inadequately compacted, cut back unsatisfactory sections to expose an even, vertical surface for full course thickness.

D. Compacting the Mix

1. Provide sufficient rollers to obtain the required pavement density and smooth seams. Ten ton is recommended. Poor density of seams will not be accepted.
2. Begin rolling operations as soon after placing as the mixture will bear weight of roller without excessive displacement.
3. Do not permit heavy equipment, including rollers, to stand on finished surface before it has thoroughly cooled or set.
4. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
5. Start rolling longitudinally at extreme lower side of sections and proceed toward center of pavement. Roll to slightly different lengths on alternate roller runs.
6. Do not roll centers of sections first under any circumstances.
7. **Breakdown Rolling**
 - a. Accomplish breakdown or initial rolling immediately following rolling of transverse and longitudinal joints and outside edge.
 - b. Operate rollers as close as possible to paver without causing pavement displacement.
 - c. Check crown, grade, and smoothness after breakdown rolling.
 - d. Repair displaced areas by loosening at once with lutes or rakes and filling, if required, with hot loose material before continuing rolling.
8. **Second Rolling**
 - a. Follow breakdown rolling as soon as possible, while mixture is hot and in condition for compaction.
 - b. Continue second rolling until mixture has been thoroughly compacted.
9. **Finish Rolling**
 - a. Perform finish rolling while mixture is still warm enough for removal of roller marks.
 - b. Continue rolling until roller marks are eliminated and course has attained specified density.
10. **Patching**

- a. Remove and replace defective areas.
- b. Cut-out and fill with fresh, hot asphalt concrete.
- c. Compact by rolling to specified surface density and smoothness.
- d. Remove deficient areas for full depth of course.
- e. Cut sides perpendicular and parallel to direction of traffic with edges vertical.
- f. Apply tack coat to exposed surfaces before placing new asphalt concrete mixture.

E. Cleaning and Protection

1. Cleaning

After completion of paving operations, clean surfaces of excess spilled asphalt materials to the satisfaction of the owner.

2. Protection

- a. Provide barricades and warning devices as required to protect pavement and the general public.

NOTE: All equals to be submitted to the Park Designer 48 hours prior to the bid opening.

END OF SECTION

DIVISION 2
SECTION 02511 ASPHALT PAVING - ATHLETIC

- Part 1—General
- Part 2—Materials
- Part 3—Execution

PART 1—GENERAL

A. Quality Assurance

1. **Qualifications of Asphalt Concrete Producer:** Use only materials which are furnished by a bulk asphalt concrete producer regularly engaged in production of hot-mix, hot-laid asphaltic concrete.
2. **Grade:** Contractor shall produce final surfaces of uniform texture conforming to required grades and cross sections.
3. **Thickness:** In-place compacted thickness will not be acceptable if exceeding following allowable variation from thickness shown on drawings.
 - Base course: $\frac{1}{2}$ ", +/-
 - Surface course: $\frac{1}{2}$ ", +/-
4. **Smoothness:** Test finished surface of each asphalt course for smoothness, using a 10' straight edge applied parallel to, and at right angles to, center line of paved areas. Surfaces will not be acceptable if exceeding 1/4" deviation in 10'. The only exception will be crowned surfaces which are to be crowned smoothly.

B. Job Conditions

1. Weather Limitations

- a. Apply asphalt base course when ambient temperature in the shade is above 35° F. and when temperature has not been below 35° F. for 12 hours immediately prior to application.
- b. Do not apply when existing asphalt surface is wet or contains moisture that would prevent uniform distribution and penetration.
- c. Construct asphalt surface course only when air temperature is above 40° F. and when base course is dry and weather is not rainy.

2. Grade Control

Establish and maintain the required lines and grades, including crown and cross-slope, for each course during construction operations.

3. Traffic Control

- a. Maintain vehicular and pedestrian traffic during paving operations, as required for other construction activities.
- b. Provide flagmen, barricades, warning signs, and otherwise fulfill traffic control requirement of the KY D.O.T. when working on or near public right-of-way.

4. Site Maintenance & Restoration

- a. Site must be maintained during construction in such a manner as to provide for the safety of the public and the security of the property from damage.
- b. Access routes for all construction vehicles must be approved by Owner prior to beginning construction.
- c. Any and all damage to site, including but not limited to, existing structures, grass areas, concrete or other paving, and fencing, must be restored to a condition acceptable to the owner.

PART 2—MATERIALS

A. Tack Coat Emulsion

B. Asphaltic Concrete

2" Base asphalt, 2" Surface asphalt, 6" DGA base as per detail.

PART 3—EXECUTION

C. Surface Preparation

1. **Patching and sealing cracks:** When resurfacing an existing hardcourt, all organic matter is to be routed from cracks in the pavement. Cracks are to be filled with a rubberized crack filler such as Por-Crax, or equal, then covered with a Petro-tak strip 12" to 18" wide, or equal. Before resurfacing, a tack coating emulsion is to be applied to the existing surface.
2. **Loose and foreign material:**
 - a. Remove loose and foreign material from existing asphalt surface immediately before application of paving.
 - b. Use power brooms or blowers, and hand brooming as required.

D. Preparing the Mixture

1. Comply with locally acceptable conditions for storage, control, and mixing, and for plant equipment and operation.
2. **Stockpiles**
 - a. Keep each component of the various sized combined aggregates in separate stockpiles.
 - b. Maintain stockpiles so that separate aggregate sizes will not be intermixed.
3. **Heating**
 - a. Heat the asphalt cement at the mixing plant to viscosity at which it can be uniformly distributed throughout mixture.
 - b. Use lowest possible temperature to suit temperature-viscosity characteristics of asphalt.
 - c. Do not exceed 350° F. (176.6° C.)
4. **Aggregate**
 - a. Heat-dry aggregates to reduce moisture content to not more than 1.0%.
 - b. Deliver dry aggregate to mixer at recommended temperature to suit penetration grade and viscosity characteristics of asphalt cement, ambient temperature, and workability of mixture.
 - c. Accurately weigh or measure dry aggregates and weigh or meter asphalt cement to comply with job-mix formula requirements.
5. Mix aggregate and asphalt cement to achieve 90-95% of coated particles for base mixtures and 85-90% of coated particles for surface mixtures.
6. **Transporting**
 - a. Transport asphalt concrete mixtures from mixing site in trucks having tight, clean compartments.
 - b. Coat hauling compartments with a lime-water mixture to prevent asphalt concrete mixture from sticking.
 - c. Elevate and drain compartment of excess solution before loading mix.
 - d. Provide covers over asphalt concrete mixture when transporting to protect from weather and to prevent loss of heat.
 - e. During periods of cold weather or for long-distance deliveries, provide insulation around all truck bed surfaces.

E. Equipment

1. Provide size and quantity of equipment to complete the work specified within project time schedule.
2. **Bituminous Pavers**
Self-propelled that spread hot asphalt concrete mixtures without tearing, shoving, or gouging surfaces, and control pavement edges to true lines without use of stationary forms.
3. **Rolling Equipment**
 - a. Self-propelled that spread hot asphalt concrete mixtures without tearing, shoving, or gouging surfaces, and control pavement edges to true lines without use of stationary forms.
 - b. Other type rollers may be used if acceptable to the Owner.
 - c. Roller shall be a minimum of 10 tons.

4. Hand Tools

Provide rakes, lutes, shovels, tampers, smoothing irons, pavement cutters, portable heaters, and other miscellaneous small tools to complete the work specified.

F. Placing the Mix

1. Place asphalt concrete mixture on prepared surface, spread and strike-off using paving machine.
2. Spread mixture at a minimum temperature of 225° F. (107.2° C.)
3. Inaccessible and small areas may be placed by hand.
4. Place each course at thickness so that when compacted it will conform to the grade, cross-sections, finish thickness, and density indicated.
5. Fence fabric is to be no less than 1/2 " and no more than 2" above finish grade of proposed asphalt surface.
6. **Paver Placing**
 - a. Unless otherwise directed, begin placing along centerline of areas to be paved on crowned section, and at high side of sections on one-way slope, and in direction of traffic flow.
 - b. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips.
 - c. Complete base courses for a section before placing surface courses.
 - d. Place mixture in continuous operation as practicable.
7. **Hand Placing**
 - a. Spread, tamp, and finish mixture using hand tools in areas where machine spreading is not possible.
 - b. Place mixture at a rate that will ensure handling and compaction before mixture becomes cooler than acceptable working temperature.
8. **Joints**
 - a. Carefully make joints between old and new pavements, or between successive days' work, to ensure a continuous bond between adjoining work.
 - b. Construct joints to have same texture, density, and smoothness as adjacent sections of asphalt concrete course.
 - c. Clean contact surfaces free of sand, dirt, or other objectionable material and apply tack coat.
 - d. Offset longitudinal joints in succeeding courses not less than 6 in.
 - e. Cut back edge of previously placed course to expose an even, vertical surface for full course thickness.
 - f. When the edges of longitudinal joints are irregular, honeycombed, or inadequately compacted, cut back unsatisfactory sections to expose an even, vertical surface for full course thickness.

G. Compacting the Mix

1. Provide sufficient rollers to obtain the required pavement density and smooth seams. Ten ton is recommended. Poor density of seams will not be accepted.
2. Begin rolling operations as soon after placing as the mixture will bear weight of roller without excessive displacement.
3. Do not permit heavy equipment, including rollers, to stand on finished surface before it has thoroughly cooled or set.
4. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
5. Start rolling longitudinally at extreme lower side of sections and proceed toward center of pavement. Roll to slightly different lengths on alternate roller runs.
6. Do not roll centers of sections first under any circumstances.
7. **Breakdown Rolling**
 - a. Accomplish breakdown or initial rolling immediately following rolling of transverse and longitudinal joints and outside edge.

- b. Operate rollers as close as possible to paver without causing pavement displacement.
 - c. Check crown, grade, and smoothness after breakdown rolling.
 - d. Repair displaced areas by loosening at once with lutes or rakes and filling, if required, with hot loose material before continuing rolling.
- 8. **Second Rolling**
 - a. Follow breakdown rolling as soon as possible, while mixture is hot and in condition for compaction.
 - b. Continue second rolling until mixture has been thoroughly compacted.
- 9. **Finish Rolling**
 - a. Perform finish rolling while mixture is still warm enough for removal of roller marks.
 - b. Continue rolling until roller marks are eliminated and course has attained specified density.
- 10. **Patching**
 - a. Remove and replace defective areas.
 - b. Cut-out and fill with fresh, hot asphalt concrete.
 - c. Compact by rolling to specified surface density and smoothness.
 - d. Remove deficient areas for full depth of course.
 - e. Cut sides perpendicular and parallel to direction of traffic with edges vertical.
 - f. Apply tack coat to exposed surfaces before placing new asphalt concrete mixture.
- H. **Marking Asphalt Pavement**
 - 1. **Cleaning**
 - a. Sweep surface with a power broom supplemented by hand brooms to remove loose materials and dirt.
 - b. Do not begin marking asphalt pavement until acceptable to Owner.
 - 2. **Apply Paint with Mechanical Equipment**
 - a. Provide uniform straight edges.
 - b. Apply not less than two (2) separate coats in accordance with the manufacturer's recommended rates.
- I. **Cleaning and Protection**
 - 1. **Cleaning**

After completion of paving operations, clean surfaces of excess spilled asphalt materials to the satisfaction of Owner.
 - 2. **Protection**
 - a. After final rolling, do not permit vehicular traffic on asphalt concrete pavement until it has cooled and hardened, and in no case sooner than 12 hours.
 - b. Provide barricades and warning devices as required to protect pavement and the general public.
 - c. Cover openings of structures in the area of paving until permanent coverings are placed.
- J. **Striping**
 - 1. **Pavement Marking Paint**

Factory-mixed, quick-drying, non-bleeding paint specifically formulated for marking asphaltic concrete surfaces, white color. Submit to Owner for approval of product submittal sheets on paint.
 - 2. **Cleaning**

Thoroughly clean surface of dirt and loose material before application of sealing materials.
 - 3. **Application**

Apply two (2) coats of marking paint two inches (2") wide at manufacturer's recommendation rates with mechanical equipment. Color white.

NOTE: All equals to be submitted to the Park Designer 48 hours prior to the bid opening.
END OF SECTION

DIVISION 2
SECTION 02513 - ATHLETIC COURT SURFACING

- Part 1—Surface Preparation-Asphalt
- Part 2—Application
- Part 3—Playing Lines
- Part 4—Limitations
- Part 5—Clean Up

PART 1—SURFACE PREPARATION-ASPHALT

- A. New asphalt shall be allowed to cure at least fourteen (14) days or as recommended by color coating product manufacturer. Surface shall be free of light oils and presenting a water break-free surface before application of surfacing materials.
- B. Prior to application of a color finish system, the court should be flooded with water and allowed to dry for one hour. If there is any remaining water more than 1/8" in depth, patch and level surface in accordance with the recommendations of the manufacturer of the color finish system specified.
- C. Surface shall be clean and free of all dust, dirt, debris, loose paint, weeds, grease, oil and other foreign matter. Clean by washing with high pressure water, or by vacuuming or with power blower. Wet scrub low areas with water and stiff broom to remove all sediment and silt.
- D. The cleaned courts shall be surfaced first with 2 coats minimum of Latex-ite acrylic resurfacer, or approved equal. All surface irregularities are to be covered regardless of the number of filler coats required to do so. The courts shall be inspected by the Owner's representative prior to the application of color coatings.

PART 2—APPLICATION

- A. Latex-ite acrylic resurfacer, or approved equal, should be applied to entire court surface. Application requires the use of a 24" to 48" flexible, 50 to 70 durometer, rubber squeegee of good quality and in good condition. Court surface should receive a minimum of 2 coats of Latex-ite acrylic resurfacer, or approved equal. Coverage rate will vary depending on surface porosity. Appropriate mix design for Latex-ite acrylic resurfacer, or approved equal, is as follows:

Latex-ite acrylic resurfacer (or approved equal)	55 gallons
80-100 mesh, clean, dry, Silica sand	300-500 lbs.
Potable water	24-30 gallons

- B. Latex-ite acrylic resurfacer, or approved equal, should be mixed thoroughly to insure uniform consistency.
- C. Color surfacing shall be green (play area) and Brick Red (all other) applied to the clean, prepared surface. Apply at a rate of not less than ten (10) nor more than fifteen (15) gallons per one thousand (1,000) square feet of area. Material shall be thoroughly cured before being covered by a succeeding application. Method of applying is spreading material from windrow using a flexible rubber squeegee. Spreading with a squeegee and leveling with a roller-coater, rolling at a right angle to the squeegee pull. Wet material in the windrow shall not be allowed to dry during application. Courts are to have a minimum of two coats. More coats may be needed to ensure a smooth finish. Inbounds court color shall be green, and out

of bounds court color shall be maroon. Color samples shall be approved by owner before application.

PART 3—PLAYING LINES

- A. Line paint shall be a Latex-ite line paint or approved equal. After the color finish course has cured twenty-four to forty-eight (24-48) hours, playing lines shall be accurately located, marked and painted with line paint- See Details on drawings. Paint color as per description in APPLICATION above. Twenty-four (24) hours' drying time shall be allowed before recreational use.

PART 4—LIMITATIONS

- A. Application of coating materials shall not be permitted during rainfall, when rainfall is imminent and/or unless air temperature is at least fifty degrees Fahrenheit (50°) and rising. DO NOT ALLOW TO FREEZE.

PART 5—CLEAN-UP

- A. Clean water should be used to wash tools immediately after application.

Note: All equals must be submitted 48 hours prior to the bid opening.

END OF SECTION

DIVISION 2
SECTION 02520 - CONCRETE PAVING

Part 1—General
Part 2—Performance

PART 1—GENERAL

- A. Quality Assurance/Product
 - 1. Concrete shall be mixed and delivered according to the requirements of ASTM C94, "Specifications for Ready-Mixed Concrete." Each cubic yard of concrete shall have the following:
 - a.) A minimum of 4000 p.s.i. compressive strength at 28 days.
 - b.) Local aggregate #57 tosize.
 - c.) An air content of 6+/- 2%.
 - d.) Slump shall be 5" maximum for hand placement, 3" maximum with machine.
 - e.) Contractor shall provide delivery tickets from concrete plant to verify mix specifications upon request.
 - 2. Water shall be clean and free from deleterious materials.

PART 2 - PERFORMANCE

- A. Subgrade Preparation
 - 1. The subgrade under all pavement shall be brought to the required lines and grades and compacted to a firm and unyielding condition with a uniform density. Any pockets of soft material that cannot be compacted shall be removed and replaced with suitable material. Ready-mix trucks and other equipment shall be permitted to operate on the prepared subgrade providing the subgrade is kept smooth and compacted prior to placing concrete. The subgrade shall be in a moist condition, but not muddy, at the time of placement of the concrete.
- B. Aggregate Sub-base
 - 1. 3" compacted #57's under concrete walk.
- C. Joints
 - 1. The pavement shall have sawn or tooled control joints to a depth of at least one-fourth the thickness of the concrete to control cracking. If sawn, caulk or seal control joints with an approved sealant. Sawn joints should be done within 12 to 24 hours after finishing.
 - 2. Longitudinal and transverse joints shall be at regular intervals as shown on plan.
 - 3. The required contraction joint spacing is 5' o. c., typical, or as noted on the plan. Expansion joints as per plan or 25' o. c. on sidewalk max.
 - 4. Expansion joints shall be continuous across the slab and must extend completely.
 - 5. Full depth expansion (isolation) joints, 1/4" to 1/2" thick, shall be installed to isolate fixed objects and where fixed objects abut, and as noted on plans. Use fiber filled boards or strips made with asphalt impregnation or approved equal. Caulk or seal with an approved sealant.
- D. Concrete Placing, Finishing and Texturing
 - 1. Concrete shall be properly placed on the prepared sub-grade, adequately consolidated and struck off to the proper elevation. Concrete shall be placed continuously to prevent the formation of "cold joints." Wherever placing operations stop, a bulkhead will be installed to form a straight joint.
 - 2. See plans and details for depth of concrete.
 - 3. The sequence of finishing operations shall be the strike off and consolidation, floating (if necessary), straight edging and texturing.

4. Adding water to the surface of the concrete to assist in finishing operations shall not be permitted, it shall be applied as a fog spray.
4. The pavement surface shall drain at a slope of 1/4" per foot unless otherwise specified on the plans.
5. Final surface texture shall be broom finish and tooling as indicated on plans.

E. Curing

1. Summer - (April 15 - October 15)
It is strongly recommended that the contractor protect the concrete against loss of moisture, rapid temperature change, and mechanical injury for at least 5 to 7 days after placement. A liquid membrane-forming compound shall be uniformly sprayed on all exposed surfaces. If the contractor chooses not to protect the concrete and cracking occurs, the work will be rejected and the contractor shall replace it at their expense including all materials, labor and incidentals.
2. Winter - (October 15 - April 15)
Concrete shall be covered with a plastic sheet 5 to 7 days. In areas that will receive de-icing applications, concrete shall be sealed with a penetrating sealant material such as linseed oil and thinner at a ratio of 50:50 on each material, 200 sq. ft. per gallon, prior to opening to traffic.

F. Clearing and Protection

1. Opening to Traffic
Pavement under construction shall be protected with barricades, and all traffic (with the exception of joint sawing equipment) shall be excluded from the new pavement for seven (7) days.
2. Pavement Protection
The contractor shall be responsible for concrete placed during rain or cold weather. When concrete is placed late in the year, the contractor shall submit a plan of procedures for protection of the concrete to the Landscape Architect for approval prior to construction.
3. Damage
The completed concrete shall be protected from damage until accepted. The Contractor shall repair damaged concrete and clean concrete discolored during construction. Concrete that is damaged shall be removed and reconstructed for the entire length between joints, not by refinishing the damaged portion.

G. Cleanup

1. Upon completion of work in this Section clean up and leave areas free of debris, excess material and equipment.
2. Concrete trucks may not be allowed to spray off their flumes on site unless it is in an area designated for paving. Do not allow drivers to spray off flumes in drainage area, nearby creek, or grass areas.
3. All disturbed areas shall be free of debris, graded smooth, seeded and strawed as per specifications and part of the lump sum base bid.

NOTE: All equals to be submitted for approval 48 hours prior to the bid opening.

END OF SECTION

DIVISION 2
SECTION 02720 — STORM DRAINAGE

Part 1—General
Part 2—Product
Part 3—Execution

PART 1—GENERAL

A. RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions

B. SUMMARY

This section includes gravity flow, non-pressure storm drainage structures including:

1. HDPE drain pipe with integral end sections
2. RFC Pipe
3. Sloped and flared headwall (2)

C. PERFORMANCE REQUIREMENTS

Pipe joints must be silt tight

D. SUBMITTALS

Product Data for the following:

1. 8" HDPE drain pipe with integral end sections
2. 15" RFC pipe
3. Sloped and flared headwall

E. Product Delivery, Storage, Handling

1. Pipe shall be handled, delivered and stored to avoid damage to functional integrity.

F. Quality Assurance

1. All pre-cast products shall be obtained from a reputable manufacturer.
2. Where indicated, products shall comply with the applicable provisions of Kentucky Department of Highways "Standard Specifications for Road and Bridge Construction", current edition.

PART 2—PRODUCT

A. N-12 HDPE PIPE WITH INTEGRAL END SECTIONS

1. HPDE (high density polyethylene) N-12 ST pipe shall have a smooth interior, and annular exterior corrugations.
2. Common specifications: AASHTO M-252, AASHTO M-294, AASHTO MP 7-97, AASHTO Sections 12, 18, 30; ASTM F 405, ASTM F 667, ASTM D 2321, ASTM F 477, ASTM 1417

B. REINFORCED CONCRETE PIPE

1. 15" pre-cast reinforced concrete pipe and fittings: ASTM C 76, with bell-and-spigot or tongue and groove ends and gasketed joints with ASTM C 443 rubber gaskets.
2. Class III, Wall A

- C. Bedding
 - 1. Gravel backfill per detail F/3 on page C-3.
- D. PRE-CAST CONCRETE HEADWALL
 - 1. Pre-cast, reinforced concrete headwall; sloped and flared model to match size of pipe indicated as specified in LFUCG Engineering Manual Standard Drawing 162

PART 3—EXECUTION

- A. INSPECTION
 - 1. Examine slopes and backfill area for proper slope.
 - 2. Examine for any obstructions to drain.
 - 3. Begin work when conditions are correct.
- B. INSTALLATION
 - 1. Locations and arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Install piping as indicated to the extent possible. Where specific installation is not included, follow piping manufacturer's written instructions.
 - 2. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves and couplings according to manufacturer's written instructions for use of lubricants, cements and other installation requirements.
 - 3. Install gravity-flow, non-pressure drainage piping according to the following:
 - a. Minimum pipe slope of 1% unless otherwise indicated.
 - b. Install pipe according to KYDOH Section 701.
 - 4. Join gravity-flow, non-pressure drainage piping according to the following:
 - a. Join piping according to KYDOH Section 701.
 - 5. Install drop box inlet per manufacturer's recommendations.
 - 6. Storm drain outlet installation that spill onto grade with flared end sections that match pipe where indicated.
- C. Clean-up
 - 1. Clean interior of pipe of dirt and superfluous materials.
 - 2. Positive drainage is to be checked for all pipe installations.
 - 3. Site is to be finish graded and outfall areas sodded and staked as indicated on drawings.

NOTE: All equals must be submitted to the Landscape Architect 48 hours prior to the bid opening for approval.

END OF SECTION

DIVISION 2

SECTION 02830 - CHAIN LINK FENCE GALVANIZED (Base Bid)

- Part 1—General
- Part 2—Products
- Part 3—Execution

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Provision and installation of painted fence framework, PVC coated fabric and accessories, gates and related hardware.

1.02 MEASURE AND PAYMENT

- A. Payment shall be lump sum as per the Bid Form.

1.03 REFERENCES/STANDARDS

- A. Where American Society for Testing and Materials (ASTM) standards are referenced, they are made a part of this Section unless otherwise noted. Such standards shall be the current issues and standards.

1.04 SUBMITTALS

- A. Shop Drawings: Include complete details of fence and gate construction, fence height, post spacing, dimensions and unit weights of framework, and concrete footing details. Actual samples and certificates of compliance may be requested.

1.05 QUALITY ASSURANCE

- A. Qualifications: All Contractors or subcontractors performing work under this Section shall be qualified to do such work and hold the appropriate registration, license, or other permit as required by state or local law. Contractors performing this work must have a minimum of two (2) years experience installing similar fence.
- B. Requirements of Regulatory Agencies:
 - 1. Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.
 - 2. Contractor shall comply with all code requirements.

1.06 JOB CONDITIONS

- A. Site Inspection: Contractor shall familiarize him/herself with the site, the plans, the specifications, special provisions, and plan requirements and is responsible for calling any discrepancies or special problems to the attention of the Owner's Representative.
- B. Protection:
 - Protect, maintain and restore bench marks, monuments, and other reference points affected by this work. If such items are displaced or destroyed by this work, they will be reestablished

by a licensed surveyor at no expense to the Owner. After items have been permanently set, certify the work and furnish certification to the Owner's Representative.

C. Coordination:

1. Contractor shall coordinate with the Owner's Representative for vital systems affected prior to commencement of work.
2. Contractor shall coordinate with other trades affected by the work.

D. Sequencing/Scheduling: Contractor shall keep him/herself informed of the construction progress of all other Contractors and/or subcontractors working on the project, particularly where they affect his/her work, and shall coordinate his/her work with that of other Contractors to ensure efficient and orderly progress of the work.

E. Surveyor: Contractor shall provide the services of a registered surveyor to layout the graded area and check the grades during the progress of the work.

F. Construction Stakes:

1. Construction stakes shall be set to mark the general location, alignment, elevation, and grade of the work. The Contractor shall assume full responsibility for dimension and elevations from such stakes.
2. The Contractor shall furnish at his/her expense the size, quality, and quantity of stakes required.

1.07 WARRANTIES/GUARANTEE

- A. For a period of one year from the date of issuance of the Final Certificate of Payment for the work, the Contractor shall furnish and install, without cost to the Owner, any and all work which, in the judgment of the Owner, proves defective in materials and/or workmanship.

PART 2 PRODUCTS

1.01 MATERIALS

A. Framework: Type I or Type II Steel Pipe

1. Type I – Schedule 40 steel pipe with 1.8 ounces of zinc coating per square foot of surface area conforming to Standard Specification ASTM F1083; or,
2. Type II – Pipe manufactured from steel conforming to ASTM A669, Group IC, cold-rolled, having a minimum yield strength of 55,000 psi and coated with a total of 0.9 ounces of zinc per square foot on the internal and external surfaces meeting the coating requirements of ASTM A525G90. A minimum of 15 micrograms of zinc chromate per square inch and a minimum of 3 mils of lifecoat fuse bonded polyester powder exterior coating.
3. All coatings to be applied inside and out after welding.
4. Pipe shall be straight, true to section, and conform to the following weights:

Pipe Size Outside Diameter	Type I Weight Lbs./Ft.	Type II Weight Lbs./Ft.
1-5/8"	2.27	1.84
2"	2.72	2.28
2-1/2"	3.65	3.18
3"	5.79	4.65
3-1/2"	7.58	5.71
4"	9.11	6.56
6-5/8"	18.97	

5. Pipe to remain galvanized finish.

B. Chain Link Fabric

1. Shall conform to Federal specifications RR-F 191A.
2. Type A, 2" square mesh fabric.
3. Top edges knuckled.
4. #9 gauge wire, conforming to ASTM 342-1, Class 1.

1.02 CONCRETE MIX

- A. ASTM C94 Portland cement concrete with maximum 3/4 inch aggregate having a minimum compressive strength of 3,000 psi at 28 days.

1.03 COMPONENTS

A. Fence Posts:

Type I - II

Fabric Height	Line Post O.D.	Terminal Post O.D.	Nominal Pipe Size
Under 6'	2"	2-1/2"	2"
6' to 9'	2-1/2"	3"	2-1/2"
9' to 12'	3"	4"	3-1/2"
20' to Backstop	4"	6"	3-1/2"

B. Gate Posts:

Single Gate Width	Double Gate Width	Post O.D. Type II	Nominal Pipe Size
Up to 6'	Up to 12'	3"	2-1/2"
7' to 12'	13' to 25'	4"	3-1/2"

- C. Rails and Braces: 1-5/8 inches O.D. (nominal size 1-1/4 inch).

- D. Gates: Frame assembly of 2 inch O.D. pipe Type I or Type II with welded joints. Weld areas repaired with zinc-rich coating applied per manufacturer's directions. Fabric to match fence. Gate accessories, hinges, latches, center stops, keepers and necessary hardware of quality required for industrial and commercial application. Latches shall permit padlocking.

E. Fittings:

1. Post Caps – Pressed steel, cast iron or cast aluminum alloy designed to fit snugly over posts to exclude moisture. Supply cone type caps for terminal posts and loop-type for line posts. All fittings to conform to ASTM F626.
 2. Mid Rail, Bottom Third Rail and Bottom Rail to be fastened by welding.
 3. Top Rail Sleeves – Tubular steel, 0.051 inch thickness x 7 inches long, expansion type.
 4. Tension Bars – Steel strip, 5/8 inch wide x 3/16 inch thick.
 5. Tension bands – Pressed steel, 14 gauge thickness x 3/4 inch wide.
 6. Brace Bands – Pressed steel, 12 gauge thickness x 3/4 inch wide.
 7. Truss Rods – Steel rod, 3/8 inch diameter merchant quality with turnbuckle.
- F. Tension Wire: Marcellled 7 gauge steel wire with minimum coating of 0.80 ounces of zinc or 0.40 ounces of aluminum per square foot of wire surface and conforming to ASTM A824.
- G. Tie Wires: Aluminum, 9 gauge, alloy 1100-H4 or equal.
- H. Hog Rings: Steel wire, 11 gauge, with a minimum zinc coating of 0.80 ounces per square foot of wire surface.
- I. All fencing and piping components to be galvanized.

1.04 FOUL POLES

- A. Supply and install foul poles as per the Drawings.

1.05 PRIMER AND PAINT FOR FOUL POLES

- A. Exterior grade, oil-based, as manufactured by Glidden, Sherwin-Williams, or other approved equivalent. Color to be selected by Owner's Representative.

1.06 EXCAVATION MATERIAL

- A. All material shall be unclassified. Payment for removal of solid rock shall be negotiated using the unit price included in this Contract.

PART 3 EXECUTION

I. INSTALLATION

- A. General: Installation to conform to ASTM F567
- B. Height: Provide height as indicated construction documents.
- C. Post Spacing: Spacing of line posts at intervals not exceeding 10 feet.
- D. Post Setting: Set terminal, gate, and line posts plumb in concrete footings. Top of footing to be flush with grade and sloped to direct water away from posts.

- E. Bracing: Brace gate and terminal posts back to adjacent line posts with horizontal brace rails and diagonal truss rods.
- F. Top Rail: Install through line post loop caps connecting sections with sleeves to form a continuous rail between terminal posts.
- G. Top Tension Wire: When a top rail is omitted, stretch tension wire through loop caps and fasten to terminal posts.
- H. Bottom Rail: Run bottom rail flush to grade continuous along all fencing.
- I. Fabric: Pull fabric taut with bottom selvage $\frac{1}{2}$ inch above grade. Fasten to terminal posts with tension bars threaded through mesh and secured with tension bands at maximum 15 inch intervals. Tie to line posts and top rails with tire wires spaced at maximum 12 inches on posts and 24 inches on rails. Attach to bottom tension wire with top rings at maximum 24 inch intervals.
- J. Barbed wire: Anchor to terminal extension arms, pull taut, and firmly install in slots of line post extension arms where noted on construction documents.
- K. Gates: Install gates plumb, level, and secure for full opening without interference. Anchor center stops and keepers in concrete.
- L. Fasteners: Install nuts for fittings, bands, and hardware bolts on side of fence opposite baseball playing field on interior fences, and inside of fence at main entry gate and maintenance access gate.
- M. All rails, posts, and connectors will be located outside the ball playing fields.

II. CLEANUP

- B. Upon completion of the work, Contractor shall remove from the site any excess construction materials, trash, or other items, leaving the site in a clean and finished condition acceptable to the Owner.
- C. All rough edges tags and staples to be removed form fence.

NOTE: All equals to be submitted to Owner's Representative 48 hours prior to bid opening.

END OF SECTION

DIVISION 2
SECTION 02831 — CHAIN LINK FENCE VINYL COATED

Part 1—General
Part 2—Products
Part 3—Execution

PART 1 GENERAL

I. WORK INCLUDED

- A. Provision and installation of PVC coated and painted fence framework, fabric and accessories, gates and related hardware.

II. RELATED WORK SPECIFIED ELSEWHERE

III. MEASURE AND PAYMENT

- A. Payment shall be lump sum as per the Bid Form.

IV. REFERENCES/STANDARDS

- A. Where American Society for Testing and Materials (ASTM) standards are referenced, they are made a part of this Section unless otherwise noted. Such standards shall be the current issues and standards.

V. SUBMITTALS

- A. Shop Drawings: Include complete details of fence and gate construction, fence height, post spacing, dimensions and unit weights of framework, and concrete footing details. Actual samples and certificates of compliance may be requested.

VI. QUALITY ASSURANCE

- A. Qualifications: All Contractors or subcontractors performing work under this Section shall be qualified to do such work and hold the appropriate registration, license, or other permit as required by state or local law. Contractors performing this work must have a minimum of two (2) years experience installing similar fence.
- B. Requirements of Regulatory Agencies:
1. Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.
 2. Contractor shall comply with all code requirements.

VII. JOB CONDITIONS

- A. Site Inspection: Contractor shall familiarize him/herself with the site, the plans, the specifications, special provisions, and plan requirements and is responsible for calling any discrepancies or special problems to the attention of the Owner's Representative.
- B. Protection:
Protect, maintain and restore bench marks, monuments, and other reference points affected by this work. If such items are displaced or destroyed by this work, they will be reestablished

by a licensed surveyor at no expense to the Owner. After items have been permanently set, certify the work and furnish certification to the Owner's Representative.

C. Coordination:

1. Contractor shall coordinate with the Owner's Representative for vital systems affected prior to commencement of work.
2. Contractor shall coordinate with other trades affected by the work.

D. Sequencing/Scheduling: Contractor shall keep him/herself informed of the construction progress of all other Contractors and/or subcontractors working on the project, particularly where they affect his/her work, and shall coordinate his/her work with that of other Contractors to ensure efficient and orderly progress of the work.

E. Surveyor: Contractor shall provide the services of a registered surveyor to layout the graded area and check the grades during the progress of the work.

F. Construction Stakes:

1. Construction stakes shall be set to mark the general location, alignment, elevation, and grade of the work. The Contractor shall assume full responsibility for dimension and elevations from such stakes.
2. The Contractor shall furnish at his/her expense the size, quality, and quantity of stakes required.

VIII. WARRANTIES/GUARANTEE

- A.** For a period of one year from the date of issuance of the Final Certificate of Payment for the work, the Contractor shall furnish and install, without cost to the Owner, any and all work which, in the judgment of the Owner, proves defective in materials and/or workmanship.

PART 2 PRODUCTS

I. MATERIALS

A. Framework: Type I or Type II Steel Pipe

1. Type I – Schedule 40 steel pipe with 1.8 ounces of zinc coating per square foot of surface area conforming to Standard Specification ASTM F1083; or,
2. Type II – Pipe manufactured from steel conforming to ASTM A669, Group IC, cold-rolled, having a minimum yield strength of 55,000 psi and coated with a total of 0.9 ounces of zinc per square foot on the internal and external surfaces meeting the coating requirements of ASTM A525G90. A minimum of 15 micrograms of zinc chromate per square inch and a minimum of 3 mils of lifecoat fuse bonded polyester powder exterior coating.
3. All coatings to be applied inside and out after welding.
4. Pipe shall be straight, true to section, and conform to the following weights:

Pipe Size Outside Diameter	Type I Weight Lbs./Ft.	Type II Weight Lbs./Ft.
1-5/8"	2.27	1.84
2"	2.72	2.28
2-1/2"	3.65	3.18
3"	5.79	4.65
3-12"	7.58	5.71
4"	9.11	6.56
6-5/8"	18.97	

5. Pipe to be painted black.

B. Fabric – PVC Coated

1. Type A, 2" square mesh fabric, top edges knuckled.
2. #9 gauge interior wire, conforming to ASTM 342-1, class 1.
3. Color: Black

II. CONCRETE MIX

- A. ASTM C94 Portland cement concrete with maximum 3/4 inch aggregate having a minimum compressive strength of 3,000 psi at 28 days.

III. COMPONENTS

A. Fence Posts:

Type I - II

Fabric Height	Line Post O.D.	Terminal Post O.D.	Nominal Pipe Size
Under 6'	2"	2-1/2"	2"
6' to 9'	2-1/2"	3"	2-1/2"
9' to 12'	3"	4"	3-1/2"
20' to Backstop	4"	6"	3-1/2"

B. Gate Posts:

Single Gate Width	Double Gate Width	Post O.D. Type II	Nominal Pipe Size
Up to 6'	Up to 12'	3"	2-1/2"
7' to 12'	13' to 25'	4"	3-1/2"

- C. Rails and Braces: 1-5/8 inches O.D. (nominal size 1-1/4 inch).

- D. Gates: Frame assembly of 2 inch O.D. pipe Type I or Type II with welded joints. Weld areas repaired with zinc-rich coating applied per manufacturer's directions. Fabric to match fence. Gate accessories, hinges, latches, center stops, keepers and necessary hardware of quality required for industrial and commercial application. Latches shall permit padlocking.

E. Fittings:

1. Post Caps – Pressed steel, cast iron or cast aluminum alloy designed to fit snugly over posts to exclude moisture. Supply cone type caps for terminal posts and loop-type for line posts. All fittings to conform to ASTM F626.
 2. Mid Rail, Bottom Third Rail and Bottom Rail to be fastened by welding.
 3. Top Rail Sleeves – Tubular steel, 0.051 inch thickness x 7 inches long, expansion type.
 4. Tension Bars – Steel strip, 5/8 inch wide x 3/16 inch thick.
 5. Tension bands – Pressed steel, 14 gauge thickness x 3/4 inch wide.
 6. Brace Bands – Pressed steel, 12 gauge thickness x 3/4 inch wide.
 7. Truss Rods – Steel rod, 3/8 inch diameter merchant quality with turnbuckle.
- F. Tension Wire:** Marcellled 7 gauge steel wire with minimum coating of 0.80 ounces of zinc or 0.40 ounces of aluminum per square foot of wire surface and conforming to ASTM A824.
- G. Tie Wires:** Aluminum, 9 gauge, alloy 1100-H4 or equal.
- H. Hog Rings:** Steel wire, 11 gauge, with a minimum zinc coating of 0.80 ounces per square foot of wire surface.
- I. All fencing and piping components to be painted black in color.**

IV. FOUL POLES

- A. Supply and install foul poles as per the Drawings.**

V. PRIMER AND PAINT FOR FOUL POLES

- A. Exterior grade, oil-based, as manufactured by Glidden, Sherwin-Williams, or other approved equivalent. Color to be selected by Owner's Representative.**

IV. EXCAVATION MATERIAL

- A. All material shall be unclassified. Payment for removal of solid rock shall be negotiated using the unit price included in this Contract.**

PART 3 EXECUTION

I. INSTALLATION

- A. General:** Installation to conform to ASTM F567
- B. Height:** Provide height as indicated construction documents.
- C. Post Spacing:** Spacing of line posts at intervals not exceeding 10 feet.
- D. Post Setting:** Set terminal, gate, and line posts plumb in concrete footings. Top of footing to be flush with grade and sloped to direct water away from posts.

- E. Bracing: Brace gate and terminal posts back to adjacent line posts with horizontal brace rails and diagonal truss rods.
- F. Top Rail: Install through line post loop caps connecting sections with sleeves to form a continuous rail between terminal posts.
- G. Top Tension Wire: When a top rail is omitted, stretch tension wire through loop caps and fasten to terminal posts.
- H. Bottom Rail: Run bottom rail flush to grade continuous along all fencing.
- I. Fabric: Pull fabric taut with bottom selvage $\frac{1}{2}$ inch above grade. Fasten to terminal posts with tension bars threaded through mesh and secured with tension bands at maximum 15 inch intervals. Tie to line posts and top rails with tire wires spaced at maximum 12 inches on posts and 24 inches on rails. Attach to bottom tension wire with top rings at maximum 24 inch intervals.
- J. Barbed wire: Anchor to terminal extension arms, pull taut, and firmly install in slots of line post extension arms where noted on construction documents.
- K. Gates: Install gates plumb, level, and secure for full opening without interference. Anchor center stops and keepers in concrete.
- L. Fasteners: Install nuts for fittings, bands, and hardware bolts on side of fence opposite baseball playing field on interior fences, and inside of fence at main entry gate and maintenance access gate.
- M. All rails, posts, and connectors will be located outside the ball playing fields.

II. CLEANUP

- A. Upon completion of the work, Contractor shall remove from the site any excess construction materials, trash, or other items, leaving the site in a clean and finished condition acceptable to the Owner.
- B. All rough edges tags and staples to be removed form fence.

NOTE: All equals to be submitted to Owner's Representative 48 hours prior to bid opening.

END OF SECTION

DIVISION 2

SECTION 02870—SITE SPECIALTIES (Additive Alternate #6)

PART 1—GENERAL

- A. Supply and install all miscellaneous specialties and necessary items to complete the work as shown on plans and herein specified.
- B. Gainesway – three (3) benches and four (4) trash/recycling receptacles.

PART 2—PRODUCT

- A. Park bench: Wabash Valley Manufacturing, model number CN430D, 6 ft. long, with back, in-ground mount, black frame with green plastisol coating
- B. Trash receptacle: Wabash Valley Manufacturing, Model LRD300D 32 gallon, diamond pattern, black with LR100 inground mount, black; LR310 receptacle liner; DT100 dome lid, black
- C. Recycling receptacle: Wabash Valley Manufacturing, Model LRD300D 32 gallon, diamond pattern, black with LR100 inground mount, black; LR310 receptacle liner; DT100 dome lid, blue with special recycle sticker

PART 3—EXECUTION

- A. Installation – Assemble and install footings per plans and manufacturers specifications in locations indicated on plans.
- B. Benches shall include a 5'0" x 8'0" concrete pad below per Section 02520
- C. Trash and recycle containers to be installed side by side in two (2) pairs each with a 4'0" x 8'0" pad below per Section 02520
- D. Cleanup - Site is to be left free of all trash and debris.

PART 4—CLEAN UP

- A. All rough edges, tags and staples are to be removed.
- B. Site is to be left free of all trash and debris.

NOTE: All equals must be submitted minimum of 48 hours prior to the bid opening for approval.

END OF SECTION

DIVISION 2

SECTION 02871—PREFABRICATED SHELTERS (Additive Alternate #4)

PART 1—GENERAL

- A. Supply and installation of prefabricated park shelters
- B. Concrete pad and sidewalk connection for new shelter

PART 2—PRODUCT

- A. Shelters may be obtained from the following pre-qualified manufacturers: ICON, Poligon or RCP Shelters.
 - 1. Shelters shall be all metal, sized 20 ft. X 20 ft.
 - 2. Roof shall be hip-style, metal standing seam, dark green in color
 - 3. Posts shall be metal, square steel tube, powder-coated black in color
 - 4. Additions shall include custom built or pre-fabricated from manufacturer limestone or faux limestone column bases
 - 5. Contractor shall include PVC conduit under concrete pad and inside stone bases for future lighting.
- B. Concrete pad shall be dimensions as shown on plans and constructed according to specification 02520 Concrete Pavement

PART 3—SUBMITTALS

- A. Shelter – Selected Contractor shall be required to submit fabrication drawings from shelter manufacturer with engineer's stamp for Owner review and approval prior to ordering

PART 4—EXECUTION

- A. Installation – Assemble and install per plans and manufacturers specifications in locations indicated on plans.
- B. Cleanup - Site is to be left free of all trash and debris.

PART 5—CLEAN UP

- A. All rough edges, tags and staples are to be removed.
- B. Site is to be left free of all trash and debris.

NOTE: All equals must be submitted minimum of 48 hours prior to the bid opening for approval.

END OF SECTION

DIVISION 2

SECTION 02872—Outdoor Fitness Equipment (Additive Alternate #6)

PART 1—GENERAL

- A. Supply and install outdoor fitness equipment
- B. Supply and install three (3) benches
- C. Construct concrete pad and sidewalk connections

PART 2—PRODUCT

- A. Fitness equipment may be obtained from the following pre-qualified playground/fitness equipment manufacturers: GameTime, Landscape Structures, Inc, Playworld
 - 1. Fitness equipment shall be arranged per manufacturer's recommendation for best workout and/or best fit on the specified concrete pad.
 - 2. The fitness equipment should provide a variety of fitness options including:
 - a. Upper body strengthening
 - b. Lower body strengthening
 - c. Cardiovascular exercises
 - d. Balance based exercises
 - e. Stretching/Mobility exercises
 - 2. There shall be, at minimum, three pieces of fitness equipment from differing exercise types that are ADA accessible
 - 3. Colors of equipment to be selected from manufacturer's standard choices by Owner
- B. Benches shall be per Site Specialties specification 02870
- C. Concrete pad shall be as shown on plans and constructed according to specification 02520 Concrete Pavement

PART 3—SUBMITTALS

- A. Fitness equipment – Selected Contractor shall be required to submit specific equipment design and layout, provided by selected company for Owner review and approval prior to ordering

PART 4—EXECUTION

- A. Installation – Assemble and install per plans and manufacturers specifications in locations indicated on plans.

PART 5—CLEAN UP

- A. Site is to be left free of all trash and debris.

NOTE: All equals must be submitted minimum of 48 hours prior to the bid opening for approval.

END OF SECTION

DIVISION 2
SECTION 02930 - SEEDING

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes:
- B. Seeding to establish new sports field turf.

1.2 SUBMITTALS

- A. Certification of grass seed.
- B. Product certificates.

1.3 QUALITY ASSURANCE

- A. Installer's Field Supervision: Require installer to maintain an experienced full-time supervisor on Project site when work is in progress.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.

PART 2 – PRODUCTS

2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species: State-certified seed of grass species as follows:
 - 1. Lawn Areas – **Southern States Contractor Mix** or equal product containing 50% turf type tall fescue and 50% annual ryegrass
- C. For first (fall) seeding, other cover grasses will be considered to establish cover during winter months such as winter wheat or approved equal.

2.2 FERTILIZERS

- A. Starter Fertilizer: Commercial-grade (SCU) sulfur coated urea with 20% to 30% (WIN) water insoluble nitrogen with a 3-4-2 ratio of (N) nitrogen, (P) phosphorous, (K) potassium.
 - 1. Application rate: 1 lb/1000 sq. ft. (0.45 kg/92.9 sq. m) of actual nitrogen
 - 2. Apply and work into surface, 3-4 inches prior to planting grass seed.

- B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50% (WIN) water insoluble nitrogen with a ratio of 2-1-1 of (N) nitrogen, (P) phosphorus, and (K) potassium:

- 1. Application rate : 1 lb/1000 sq. ft. (0.45 kg/92.9 sq. m) of actual nitrogen

- C. A soils analysis may be completed by contractor to change application rate of fertilizer or addition of lime or sulfur and/or micro nutrients to promote grass growth.

2.3 PLANTING SOILS

- A. Planting Soil: Clean soil of roots, plants, sod, stones, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster debris, and other extraneous materials harmful to plant growth.

2.4 MULCHES

- A. Sports Fields - Double Net Straw erosion control blanket with biodegradable jute netting and biodegradable stakes.
- B. Lawn Areas - Straw Mulch: Provide air-dry, clean mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley. Spread loosely with no mounding >3/4".

3.1 TURF AREA PREPARATION

- A. Verify field grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit grading to areas that can be planted in the immediate future.
- B. Before planting, obtain Owner's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.
- C. Erect barriers to keep pedestrian and vehicular traffic off of areas to receive seed and cover. Install signage prohibiting public access to area.
- D. If planting grass seed does not occur immediately after finish grading, lightly water the soils to help prevent wind erosion. Do not create excessively mudding soils or allow water erosion.

3.2 SEEDING

- A. Do not broadcast or drop seed when wind velocity exceeds 5 mph (8 km/h). Evenly distribute seed by sowing equal quantities in two directions at right angles to each other. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at the following rates:
 - 1. **Southern States Contractor Mix – 10 lbs/100 sq ft or 400 lbs/acre**
- C. If seeded immediately after finish grading seeding does not need to be lightly raked or rolled; otherwise rake seed lightly into top 1/8 inch (3 mm) of soil, roll lightly, and water with fine spray.

- D. On Sports Fields - Protect seeded areas using a Double Net Straw erosion control blanket with biodegradable jute netting and biodegradable stakes.

3.3 TURF ESTABLISHMENT

- A. Establish turf by watering, fertilizing, weeding, mowing or whatever other operations required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and re-mulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
- B.
 - 1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
 - 1. In areas where mulch has been displaced by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
 - 2. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduces hazards.
- C. Apply pesticides and other chemical products and biological control agents in accordance with authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

3.4 SATISFACTORY TURF

- A. Turf installation shall meet the following criteria as determined by owner:
 - 1. **Satisfactory Seeded Turf:** At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding **90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.**
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.
- C. Final payment for this portion of the bid will be held until turf is established according to the previous specifications.
- D. Price shall include all associated costs for turf establishment.

END OF SECTION